



**MiraCosta Community College District  
Board of Trustees**

**Regular Meeting  
4:00 PM – Thursday, May 14, 2026  
Boardroom 1068  
Building 1000 – Oceanside Campus  
1 Barnard Drive, Oceanside, CA**

**[Access Live Stream Audio Here](#)**

**Agenda**

**I. Call to Order and Report out From Closed Session**

**II. Flag Salute / Roll Call**

**III. Oath of Office**

Oath of Office

A. 2026/27 Student Trustee Mily Patton

**IV. Approve Meeting Minutes**

A. Regular Business Meeting of April 16, 2026

B. Closed Session of April 16, 2026

**V. Public Comment on Items on and Not on the Agenda**

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

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

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

## **VI. Changes in Agenda Order**

## **VII. Presentations**

- A. Educational Futures Plan Presentation
- B. Facilities Futures Plan Presentation

## **VIII. Consent Items**

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



- T. Authorize Engineering Services Contract for Pavement Repair and Overlay at Oceanside Campus to NV5
- U. Ratify Budget Transfers and Revisions
- V. Ratify and Approve Contracts and Purchase Orders

**IX. Action Items**

- A. Adopt Resolution No. 17-25/26: Education Protection Account
- B. Delegate Authority to Assistant Superintendent/Vice President, Administrative Services to Award and Execute Construction Contract for Oceanside B4100 Modernization Project
- C. Adopt Resolution No. 18-25/26 Delegating Authority to the Superintendent/President to Declare an Emergency and Ratifying Emergency Actions Related to the Oceanside Campus Power Outage
- D. Ratify Inadvertent Destruction of Class 3 Records
- E. Approve Resolution No. 19-25/26 Authorize Procurement of Oracle ERP PeopleSoft Software and Services for FY 2026-2027 Without Competitive Bidding
- F. Approve Employment Contracts and Salary Schedule for Assistant Superintendents/Vice Presidents, Vice President, Associate Vice President and Chief Inclusion, Diversity, Equity, and Accessibility Officer
- G. Approve Employment Contract for Superintendent/President
- H. Approve Employment Contract for Interim Chief Information Systems Officer

**X. Second Read – Board Policies (Action Required)**

- A. Board Policy 2200 – Board Duties and Responsibilities

**XI. Periodic Review - Board Policies (Action Required)**

- A. Board Policy 2015 - Student Trustee
- B. 4260 BP – Prerequisites and Corequisites

**XII. First Read – Board Policies**

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

**XIII. Information**

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

**XIV. 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

**XV. Future Agenda Items and Announcements**

**XVI. Adjournment**

**Upcoming Meetings**

In compliance with Government Code §54957.5, nonexempt writings that are distributed to a majority or all of the MiraCosta Community College District Board of Trustees in advance of their meetings may be viewed at the Office of the Superintendent/President, One Barnard Drive, Oceanside, California, or by clicking on the [Board of Trustee's website](#). Such writings will also be available at the board meeting. In addition, if you would like a copy of any record related to an item on the agenda, please [email Julie Bollerud](#), executive assistant to the superintendent/president, or call at 760.795.6610.

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



## MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

### MINUTES OF REGULAR MEETING

APRIL 16, 2026  
(DRAFT)

#### I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, April 16, 2026, in the Community Room at the Community Learning Center. 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 March 12, 2026

##### B. Workshop of March 12, 2026

##### C. Regular Business Meeting of March 12, 2026

By motion of Trustee Cassar, seconded by Trustee Conklin, the Board approved the minutes of the special meeting/closed session of March 12, 2026.

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

By motion of Trustee Simon, seconded by Trustee Conklin, the Board approved the minutes of the workshop of March 12, 2026.

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

By motion of Trustee Clendening, seconded by Trustee Conklin, the Board approved the minutes of the regular business meeting of March 12, 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**

Diego Padilla, Associate Student Government (ASG) president, reported that the delegation connected with student leaders at the SSCCC Annual General Assembly, ASG elections are underway, the Legislative Affairs Workgroup is engaging with local legislators, voter outreach events are planned for early May, and a student banquet is scheduled for April 23 at 5:00 PM in the Oceanside Cafeteria.

Maria-Isabel Rocha-Duarte, HSI Project Grant Director, addressed the elimination of the Title V grant, advocated for continued commitment to Latinx students, and emphasized the importance of the HSI designation remaining central to MiraCosta's identity.

Several students expressed concern over the elimination of the Title V grant and HSI Project Grant Director position, and they advocated for continued commitment to Hispanic-Serving Institution values.

Several associate faculty members commented on the need for consistency in assignments, sharing personal stories and colleague experiences. They advocated for the recognition of faculty longevity and expertise and highlighted the value of associate faculty contributions.

Andrew McKinnell, president of the Spartan Society for Political Action Club and chair of the Inter Club Council, shared survey findings that show most students exceed textbook vouchers and the additional cost to students can be a barrier in completing their education. He expressed the need for expanded zero-cost textbooks and greater financial transparency in the enrollment process, so students are aware of the anticipated textbook cost prior to enrollment.

#### **V. CHANGES IN AGENDA ORDER**

Information Item X.B was moved up in the agenda, and Trustee Merchat gave a brief description on the role of the Board Parliamentarian.

#### **VI. PRESENTATIONS**

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

Dean Annie Ngo, joined by faculty members Paul Clark and David Parker from the Design Department, discussed data, challenges, and opportunities for career development.

The presentation showcased MiraCosta's Career Education programs, specifically highlighting the Design Department's applied learning model. This approach empowers students to progress from certificates to degrees while gaining hands-on experience through maker lab projects and industry partnerships.

With rising enrollment and strong retention rates, the program is successfully bridging the gap between the classroom and the workforce, propelling students toward top-tier universities and high-paying careers. By prioritizing robust internship pathways, facility renovations, and a commitment to equity, MiraCosta is effectively

aligning its curriculum with industry demands to ensure every graduate is prepared for professional success.

## **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 AV Equipment Purchase for Classroom Technology Refresh and Replacement**
- M. Approve District-Wide Mechanical Equipment Replacement Project**
- N. Approve District-Wide Modernization Project**
- O. Approve Oceanside Campus Furniture, Fixtures and Equipment Project**
- P. Approve Contract for RFP #03-26 Classification and Compensation Study to The Segal Company**
- Q. Approve Oceanside Campus Existing Leased Modular Buildings Purchase Project**
- R. Approve Purchase from Community College Library Consortium for FY2027**
- S. Approve Renewal of Okta Identity and Access Management Security Software**
- T. Ratify and Approve Contracts and Purchase Orders**

By motion of Trustee Pedroza, seconded by Trustee Clendening, consent items A through T were approved.

Vote: 7/0/0

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

Abstentions: None

Absent: None

## **VIII. FIRST READ – BOARD POLICIES**

### **A. Board Policy 2200 – Board Duties and Responsibilities**

Proposed edits to Board Policy 2200 were reviewed and discussed. The policy will be placed on a future agenda for adoption by the Board.

## **IX. ACTION ITEMS**

### **A. Consider Adopt Resolution No. 14-25/26 to Reduce or Eliminate Classified Services**

By motion of Trustee Conklin, seconded by Trustee Clendening, the Board adopted Resolution No. 14-25/26 to reduce or eliminate classified services as stated.

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

**B. Approve MiraCosta Community College District Classified Employee Manual**

By motion of Trustee Conklin, seconded by Trustee Clendening, the Board approved the MiraCosta Community College District Classified Employee Manual as presented.

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

**C. Appoint ICBOC Member**

By motion of Trustee Pedroza, seconded by Trustee Clendening, the Board appointed Ian Vargas Polo as the ICBOC student member.

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

**D. Adopt Resolution No. 15-25/26: Authorize Purchase of Modular Buildings from Class Leasing, LLC**

By motion of Trustee Conklin, seconded by Trustee Clendening, the Board adopted Resolution No. 15-25/26 to authorize the purchase of modular buildings from Class Leasing, LLC.

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

**E. Approve Naming of Bio Processing Lab 13103, Within Biotechnology/Chemistry Building 13**

By motion of Trustee Simon, seconded by Trustee Pedroza, the Board approved the naming of the Bio Processing Lab 13103 as stated.

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

**F. Adopt Resolution No. 16-25/26 Authorize Purchase of Modular Buildings with Williams Scotsman**

By motion of Trustee Pedroza, seconded by Trustee Conklin, the Board adopted Resolution No. 16-25/26 to authorize the purchase of modular buildings from Williams Scotsman.

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

**X. INFORMATION**

### **A. Superintendent/President Search Update**

Trustee Merchat shared the application window for the superintendent/president search closed on April 9, and we had a robust pool of interested candidates apply for the position. He appreciated everyone's efforts to share the job announcement with their professional networks to support our recruitment efforts. The hiring committee is now hard at work reviewing the applications of candidates and will meet next week to select semi-finalists to interview. These interviews are scheduled for the first week of May. We will continue to keep the campus community updated as we move into the next phase of the selection process.

### **B. Role of Board Parliamentarian**

Trustee Merchat provided information on the role of the Board Parliamentarian.

## **XI. COLLEGE-RELATED REPORTS**

### **A. Trustees Activities**

Trustees Cassar and Simon attended the Cardiff Farmers Market on the San Elijo Campus and the Encinitas State of the City address.

Trustees Merchat and Crosbie reported attending a Facilities Liaison meeting, and Trustee Crosbie also attended an Oceanside Chamber of Commerce event.

Trustee Pedroza reported attending a webinar on protecting students and campus leadership related to ICE, and she reminded the Board about the Latino Book Fair on April 25 on MiraCosta's Oceanside Campus.

Trustee Conklin reported attending the MiraCosta Theatre production of *Cinderella*, participating in an Oceanside Chamber of Commerce event, a Greenspaces Coalition meeting, volunteering at CSUSM Professional Night, and engaging with a Progressive Labor Summit in San Diego.

Vice President Clendening reported attending the Women of the Year in San Diego County event in Oceanside, meeting with the Oceanside Chamber of Commerce, and participating in the North County Philanthropy Volunteer of the Year Awards.

### **B. Student Trustee**

No report given.

### **C. Classified Employees**

Classified Senate (CS) President Carl Banks reported (CS) elections are underway and conclude on April 17. All positions are contested, with results to be announced on April 28. The CS is also conducting a governance self-evaluation and is navigating the challenge of increasing committee participation. The Spring Celebration of Excellence will take place on April 17 and will feature award recognition for staff.

### **D. Faculty**

Academic Senate (AS) President Curry Mitchell shared ongoing professional development efforts include weekly sessions on accessibility and AI, highlighted by Accessibility Week, recent and upcoming events focused on teaching in the AI era, and the development of a new flex planning calendar to better curate and sustain programming; additionally, Academic Senate participation at plenary was noted, along with appreciation for collaborative partnerships that support student success

## **E. Assistant Superintendents/Vice Presidents**

### **1. Instructional Services**

Assistant Superintendent/Vice President Pescarmona expressed appreciation for the Career Services team, who hosted a successful internship fair with over 30 employers and 300 students. The summer and fall class schedule is now available and live in SURF, with registration beginning in May, and the course catalog will be released on May 5. Feedback on the Educational Futures Plan is still being collected through an open survey, and appreciation was expressed for staff contributions while noting the disappointing loss of Title V grant funding.

### **2. Student Services**

Assistant Superintendent/Vice President Wojcik provided updates on upcoming ASG elections and student engagement efforts, noting strong student interest and participation, including candidates for student trustee. She highlighted availability of the summer and fall class schedule alongside targeted outreach to support priority registration for disproportionately impacted students, she shared progress on commencement and end-of-year events with significant student and guest participation, and she outlined recent financial aid and student parent support initiatives, including events and resources that served approximately 300 students.

### **3. Administrative Services**

Assistant Superintendent/Vice President Gomez detailed the reorganization of Civic Center operations to improve efficiency and the implementation of the CivicPlus agenda management system with a soft launch planned for June. She noted that the 2024/25 Foundation audit was completed with no findings, the external audit is beginning, and budget meetings with departments are being finalized. Additionally, she provided facilities updates including progress on the 3000 Building complex, multiple projects in closeout phases, efforts to modernize classrooms, and development of the five-year capital construction and on-interest spending plans. She highlighted technology initiatives such as transitioning Oracle to the cloud and implementing recommendations from the Information Technology Services assessment, and she announced the selection of Pacific Dining as the new food service vendor for the district.

### **4. Human Resources**

Assistant Superintendent/Vice President Schwartzkopf submitted a written report. She expressed appreciation to the Board for Appreciation for approving the RFP for the class and compensation study, which has now launched. Recognition was given to the Clothesline Project display for Sexual Assault Awareness Month, gratitude was extended for continued collaboration with labor partners and to the health benefits team for the Bloom Challenge and the introduction of a new healthcare advocate benefit, and updates were provided on the restructuring of responsibilities within the senior Human Resources (HR) team.

## **F. Office of the President**

Superintendent/President Cooke acknowledged the impact of recent news regarding Cesar Chavez, noting that certain actions conflicted with institutional values and condemning actions that contradict principles of respect, equity, and inclusion. In response to this news, the Day of Service was renamed the North County Day of Service and imagery in the Student Services Building was covered. Also recognized were the broader challenges facing community colleges nationwide due to divestment and ongoing layoffs, describing it as a difficult time for many colleagues. Participation in the APAHE (Asian Pacific



Americans in Higher Education) conference was noted, including recognition of Jose Antonio Vargas and Dr. Cooke as award recipients.

Faculty updates included progress in hiring, with seven of ten finalist selections completed—half filled by associate faculty transitioning to full-time roles—and three additional instructional interviews scheduled, highlighting efforts to bring diverse perspectives to the college.

Student achievements were highlighted, including two dual enrollment students from Oceanside graduating from college before high school, with one earning two associate degrees with plans to attend Yale and another with plans to attend Harvard.

The Spring Celebration is scheduled for April 17, and Dr. Cooke extended appreciation to Elizabeth Lurenana, the HR team, and the Advancement team. Retirees and employees will be honored for milestones, years of service, distinctions, and awards.

Dr. Cooke provided details about how the college is continuing to fund parts of the Title V HSI grant that were particularly impactful by embedding them in structures that already exist in the work we do at the college.

## **XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

None.

## **XIII. ADJOURNMENT**

The meeting adjourned at 6:18 p.m.

## **MINUTES APPROVAL:**

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Frank Merchat  
President

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Sunita V. Cooke  
Superintendent/President



## MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

### MINUTES OF CLOSED SESSION MEETING

April 16, 2026  
(DRAFT)

#### I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, April 16, 2026, in Room 1054 on the Oceanside Campus. President Frank Merchat called the meeting to order at 2:30 p.m.

#### II. FLAG SALUTE / ROLL CALL

Board members present:

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

Administrators present:

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

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

None.

#### IV. DECLARE NEED FOR CLOSED SESSION

At 2:30 p.m., the Board announced the need to enter closed session, along with Superintendent/President Sunny Cooke and Assistant Superintendent/Vice President Hayley Schwartzkopf, 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: 1

(Pursuant to Government Code section 54957)

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

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

##### A. 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: 1**  
(Pursuant to Government Code section 54957)  
No report.

**VI. ADJOURNMENT**

The meeting adjourned at 3:45 p.m.

**MINUTES APPROVAL:**

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Frank Merchat  
President

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Sunita V. Cooke  
Superintendent/President

## MiraCosta Community College District Item Report

**Item:** VII.A.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Educational Futures Plan Presentation
<b>Category:</b>	Presentations
<b>Institutional Goal Supported:</b>	Goal 1 Goal 2 Goal 3
<b>Recommended:</b>	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	1. Futures Education Plan Governance presentation

### **Background:**

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

In fall 2025, the Task Force convened a series of open forums to deepen discussion of the emerging themes and gather additional input. Each forum focused on specific strategic capability themes and invited participants to respond to guiding questions. The forums along with a campus-wide survey of engagement, generated both affirmation of the emerging themes and recommendations for refinement.


The Educational Futures Plan (FFP) is currently being shared with the governance groups and college community this spring and is being brought today for board adoption.

### **Status:**

Assistant Superintendents/Vice Presidents Pescarmona and Wojcik will present the Education Futures Plan.

**Recommended Action:**

For information only.



# 2035 EDUCATION FUTURES PLAN

*Preparing for MCC's Next Century*

# The Task Force

- Markus Berrien (faculty)
- Charlotte Crewse (student)
- Isela Gomez (student)
- Andrew McKinnell (student)
- Bridget Herrin (administrator)
- Aaron Holmes (staff)
- Alain Joachin (staff)
- John Makevich (administrator)
- Kristi Reyes (faculty)
- Kathy Rodriguez (administrator)
- Suganya Sankaranarayanan (faculty)
- Chris Tarman (administrator)
- Kim Coutts (resource)
- James Clifton (resource)
- Omar Jimenez (resource)
- curry mitchell (resource)
- Denee Pescarmona, co-chair
- Alketa Wojcik, co-chair



# Why Plan Now?

## Centennial Approaching

In 2034, MCC celebrates 100 years of serving North San Diego County — a natural moment to ask: what will we be in our second century?

## Disruption Is Already Here

COVID proved that flexibility wins. AI, climate instability, economic volatility, and political change will keep reshaping education.

## Declining Enrollment

MCC enrollment fell 14.8% since 2016-17. Traditional models are not keeping pace.

*The future is not a destination to be predicted but a landscape to be navigated.*

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Education Futures Plan, 2026



# Planning for Multiple Futures

*Based on Jim Dator's Four Alternative Futures framework,  
MCC prepared for every scenario — not just the optimistic one.*

## GROWTH

Tech accelerates, prosperity spreads. Scale to meet demand; compete with new providers; leverage AI while preserving human value.

## CONSTRAINT

Funding shrinks. Do more with less, build partnerships, serve students across geographic boundaries.

## COLLAPSE

Climate disasters, economic crises, eroded trust. Become a community anchor; address basic needs; serve students seeking immediate value.

## TRANSFORMATION

Fundamental rules change entirely. New social structures emerge that are difficult to imagine. Redefine credentials, embrace risk-taking, integrate education and work in new configurations.

**The goal: identify capabilities essential across ALL four futures**

# Centering IDEA Throughout the Process

Inclusion · Diversity  
Equity · Accessibility

*Designated Hispanic-Serving Institution*

## Foundational Commitment

MiraCosta's commitment to a **racially just campus climate** is the foundation of this plan.

As a Hispanic-Serving Institution, MCC serves a region where **Latine students comprise 60%** of the K-12 population, creating a particular responsibility to examine how institutional structures advance or impede equity.

## Equity Operationalized at Every Stage

*Equity was not an afterthought – it was built into every phase of the planning process.*

- Remove barriers for disproportionately impacted groups, specifically Latine, Black students.
- Change inequitable procedures and practices
- Create environments where difference is honored
- Ensure all students experience belonging

# Equity Is Not an Add-On. It Is the Foundation.

## **Race-Conscious Analysis**

Policies appearing neutral often reproduce inequity. Naming disparities honestly is not bias, it is clarity.

## **Structural Transformation**

When students struggle, ask: what barriers has the institution created? Equity is implemented at the systems level, not patched individually.

## **Outcomes Understood Broadly**

Quantitative data (completion, employment, earnings) AND qualitative evidence (belonging, identity affirmation, student narratives). What can be counted is not always what counts.

## **With, Not For**

Students and communities most affected by inequity must co-design solutions, not receive them.

# Five Futures-Resilient Strategic Capabilities

1 Flexible, Responsive Educational Models

2 Human Connection in the Era of Advanced Technology

3 Industry Partnerships & Workforce Alignment

4 Interdisciplinary & Human-Centered Skills Learning

5 Community Resilience & Student Wellbeing

# Flexible, Responsive Educational Models

*Transform how, when, and where education is delivered, adapting to students' lives – not the other way around.*

- Varied timeframes & formats to accommodate diverse schedules and life circumstances
- Students can enter, pause, and resume education on their own timeline
- Validate knowledge gained outside traditional classrooms through prior learning assessment
- Nimble curriculum processes that respond to emerging workforce needs
- Accelerated pathways to reduce time-to-completion

# Human Connection in the Era of Advanced Technology

86%

of college students already use AI in academic work

77%

of higher ed institutions report they are NOT ready for generative AI

57.5%

of students expect AI will significantly impact their careers

*Integrate AI and other emerging technologies while strengthening the human relationships, mentorship, and guidance that define quality education*

- Ensure technology adoption does not deepen existing inequities; Expand digital access — devices, broadband, and literacy — so technology opens doors, not closes them
- Embed accessibility-by-design principles into digital learning environments
- Build institutional capacity to evaluate AI tools for algorithmic bias before adoption
- Prepare students to critically evaluate information from any source to assess credibility, bias, and trustworthiness

# Industry Partnerships & Workforce Alignment

*Deepen engagement with employers and ensure that industry partnerships become vehicles for mobility and wealth-building for historically marginalized communities.*

## **Co-Design with Employers**

Industry partners move from passive reviewers to active co-leaders in shaping curriculum.

## **Track Graduate Outcomes**

Disaggregated employment data to reveal and address disparities in outcomes.

## **Work-Based Learning**

Paid internships, apprenticeships, and applied research — with barriers of scheduling and transport removed.

## **Noncredit Workforce Pathways**

Low-barrier entry points to industry credentials serving immediate economic needs.

## **Entrepreneurship Pathways**

Preparing students — especially from historically marginalized communities — to create their own economic opportunity.

## **Diverse Industry Partners**

Partners who reflect MCC's communities and whose practices align with equity and economic dignity.

***Equity Imperative:** Actively interrupt patterns of inequities by connecting students from disproportionately impacted communities to sustainable careers across the full range of disciplines.*

# Interdisciplinary & Human-Centered Skills Learning

*Technology can replace many tasks but it cannot replace curiosity, empathy, creativity, or the ability to work across differences.*

## Critical Thinking

Problem-based learning on complex challenges: racial, economic, and environmental justice.

## Creativity

Cross-disciplinary programs and experiences spanning traditional departmental boundaries.

## Collaboration

Co-curricular programming — clubs, service learning, student leadership — as legitimate education.

## Communication

Culturally humble instruction ensuring all ways of knowing are reflected and valued.



# Community Resilience & Student Wellbeing

**73%** food, housing, mental health or childcare challenges

**57%** housing insecurity in the SD/Imperial region

**42%** food insecurity in the SD/Imperial region

## Basic Needs Support

Food security, housing stability, childcare, mental health, and transportation – all foundational to retention and completion.

## Community Anchor

MCC as a resource and refuge during crises; deepening trusted partnerships with organizations already serving marginalized communities.

## Environmental Stewardship

Pursue diversified and sustainable funding for basic needs and advocate for policies that address the root causes of students' economic insecurities.

## Family & Inter-generational Models

Learning models that honor cultural values of community and intergenerational connection.

*Equity Imperative: No student's ability to learn should be compromised by unmet basic needs. MiraCosta takes institutional responsibility for addressing conditions of economic instability as preconditions for learning, retention, and completion.*

# What Resonated

## Strong Equity Framing

Multiple respondents praised the equity imperative language and the plan's focus on structural responsibility for inequity.

## Forward-Looking Vision

Several respondents were encouraged by the scope and ambition of the futures approach.

## IDEA Principles

The guiding IDEA principles and "with, not for" framing received explicit praise from faculty and classified professionals alike.

## Comprehensive Integration

Respondents appreciated how the themes reinforce one another and how equity was woven throughout rather than siloed.

*"The plan is compelling in its vision and especially strong in how consistently it centers equity, belonging, and institutional responsibility. Its emphasis on structural barriers, community resilience, and human connection gives it a strong values foundation."*

— Faculty respondent

# Five Common Areas of Feedback

- 1 Implementation Specificity & Accountability**

The most commonly cited concern. The plan's vision is strong but respondents want clearer implementation frameworks, accountability structures, financing details, and guardrails. "How" and "who is responsible" were repeated questions.
- 2 Affirm In-Person Learning & Structured Flexibility**

Several respondents felt the plan does not sufficiently affirm the value of in-person teaching and learning, nor address underutilization of campus spaces. Experienced faculty also cautioned that open entry/exit models can widen equity gaps; "structured flexibility" (short-term courses, scaffolded pacing) may better serve students.
- 3 AI Ethics & Environmental Impact**

Multiple faculty raised concerns about AI's environmental footprint and intellectual property issues, noting a tension between AI adoption and the plan's sustainability commitments. The Academic Senate's 2025 resolution on AI provides a values framework the plan should reference more explicitly.
- 4 Workforce Focus vs. Whole-Person Education**

Some respondents felt the plan tilts too heavily toward ROI and workforce readiness and should more strongly affirm humanistic education, faculty pedagogical expertise, and the college's role in cultivating citizens and critical thinkers, not only workers.
- 5 Name Communities & Systems of Inequity Explicitly**

Faculty noted that "Black" appears only once in the plan. Respondents called for more explicit naming of impacted communities (Black, Latine, Native American, undocumented, disabled students) and of specific systems of inequity. In the current political climate, naming also signals institutional commitment to protecting marginalized students.

# Our Path Forward

*Education Futures is not an endpoint. It is a beginning.*

2026

Convene communities of practice around each of the 5 strategic capabilities; faculty, staff, students, and community partners working together.

2026+

Translate strategic direction into concrete initiatives, pilot new approaches, and assess what works across the institution.

2026-35

Document and share progress openly via Education Futures website; because transparency is essential, not optional.

2035

MiraCosta College celebrates 100 years of service as a more equitable, resilient, and connected institution than ever before.

## MiraCosta Community College District Item Report

**Item:** VII.B.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Facilities Futures Plan Presentation
<b>Category:</b>	Presentations
<b>Institutional Goal Supported:</b>	Goal 1 Goal 2 Goal 3 Goal 4
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	1. AS - Futures Programming - Final_V3

### **Background:**

The Facilities Futures Plan (FFP) was officially adopted by the Board of Trustees on May 15, 2025, following a comprehensive two-year development process. This planning effort involved multiple phases of data analysis and extensive constituent engagement to establish a long-term framework for a sustainable and equitable district infrastructure. To ensure that physical spaces directly support student success, the FFP was designed to remain adaptable and collaborative, aligning with the district's broader institutional goals and the strategic directions established in the Educational Futures Plan.

### **Status:**

As the Educational Futures Plan nears its completion, the district has transitioned into the detailed programming phase of the FFP. The district has engaged the design and architecture firm, Gensler, to lead this detailed facility programming, ensuring that specific campus designs are fully integrated with the educational priorities identified by the college community. Throughout the spring semester, these detailed programming updates have been shared with various governance groups and the broader college community to gather final feedback and ensure transparency in the planning process.

### **Recommended Action:**

For information only.





# FUTURES PLANNING



# TABLE OF CONTENTS

## OCEANSIDE CAMPUS

*Community Hub*

*Business Tech*

*Campus Police*

*First Year Hub*

*Health Expansion*

*Arts Expansion*

*Administrative Services and Operations*

*Building + Site Renovations*

## COMMUNITY LEARNING CENTER

*Autotech + Fabrication*

## SAN ELIJO CAMPUS

*Entrepreneur Center*

*Building + Site Renovations*





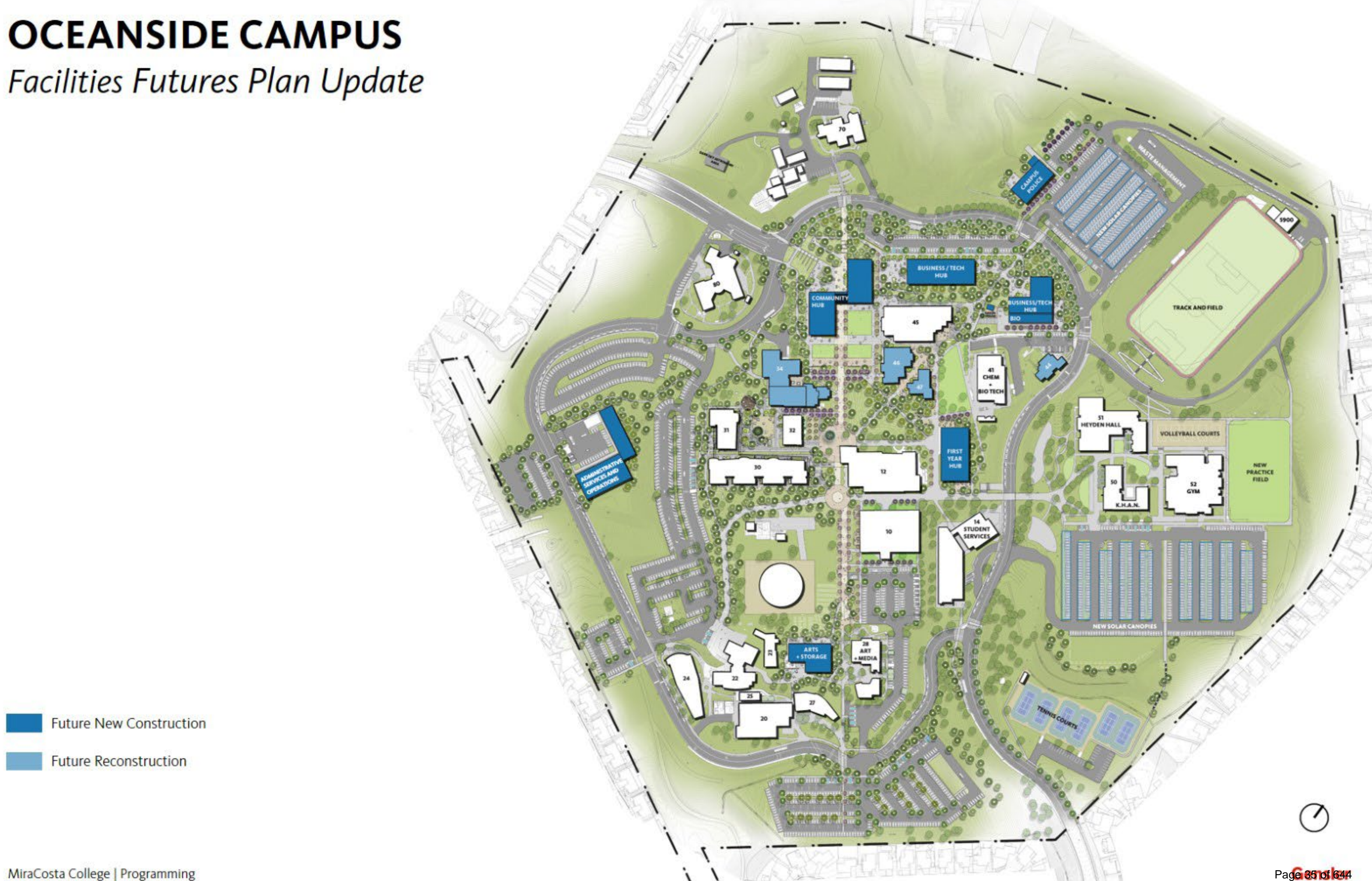
A large, four-column clock tower stands prominently in the center of a well-maintained grassy campus. The tower is constructed from light-colored stone or concrete and features two clock faces on its upper level. The scene is captured during the golden hour, with long shadows cast across the lawn. In the background, various campus buildings, trees, and a clear sky are visible. The text "OCEANSIDE CAMPUS" is overlaid in a bold, white, sans-serif font across the middle of the image.

# OCEANSIDE CAMPUS



# OCEANSIDE CAMPUS

*Facilities Futures Plan Update*

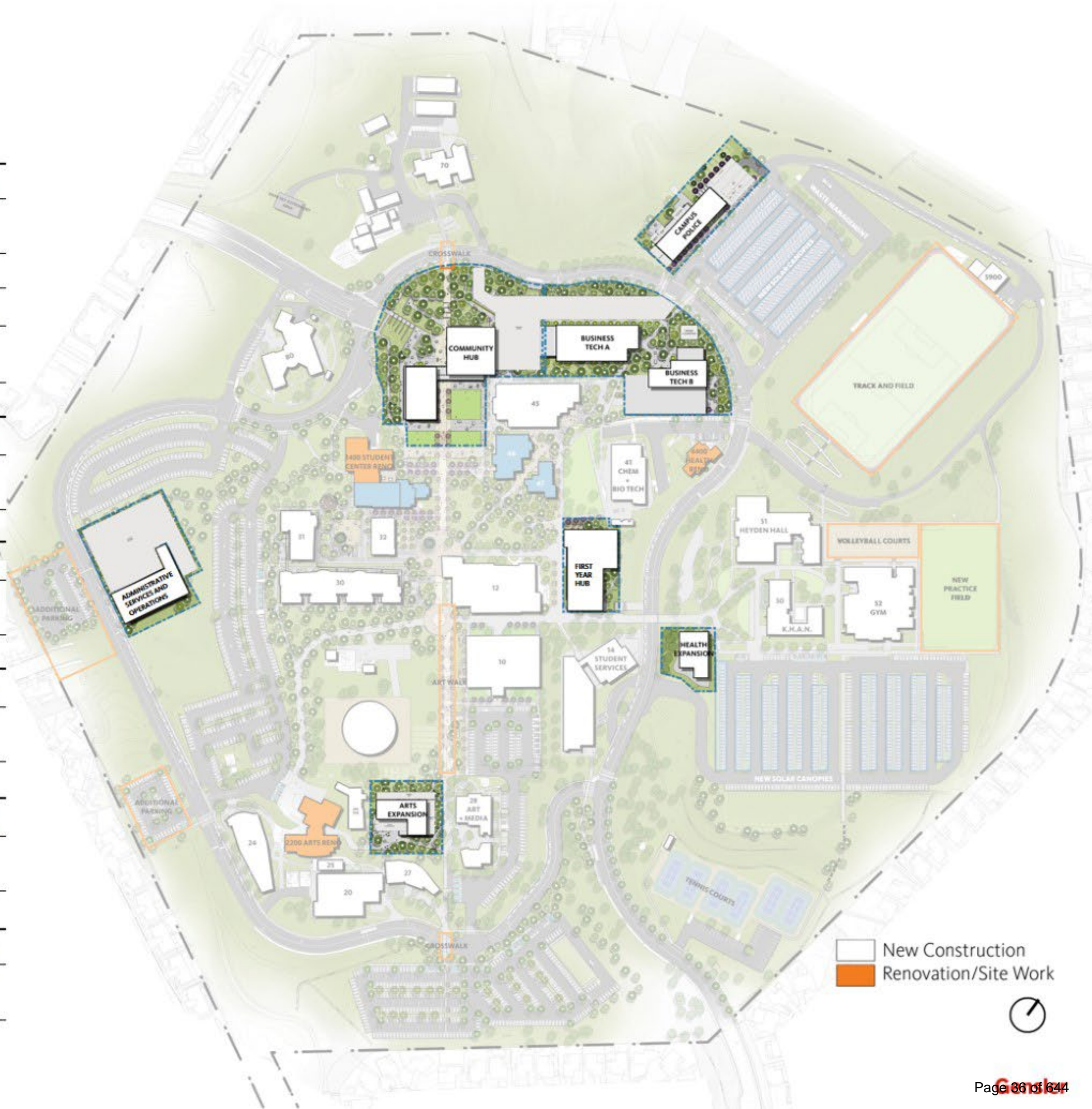




# OCEANSIDE CAMPUS

## New Construction

<b>Community Hub</b> 1 story	Total Limit of Work	156,000
	Total Building GSF	26,262
	Ground Floor GSF (Building footprint on site)	26,262
	Level 2 GSF (if applicable)	NA
	Site Work GSF	129,738
<b>Business + Tech</b> 1 story, 2 buildings	Total Limit of Work	125,000
	Total Building GSF	26,969
	Ground Floor GSF (Building footprint on site)	26,969
	Level 2 GSF (if applicable)	NA
	Site Work GSF	98,031
<b>Campus Police</b> 1 story	Total Limit of Work	47,000
	Total Building GSF	11,769
	Ground Floor GSF (Building footprint on site)	11,769
	Level 2 GSF (if applicable)	NA
	Site Work GSF	35,231
<b>First Year Hub</b> 2 stories	Total Limit of Work	33,000
	Total Building GSF	47,108
	Ground Floor GSF (Building footprint on site)	23,554
	Level 2 GSF (if applicable)	23,554
	Site Work GSF	9,446
<b>Health Expansion</b> 2 stories	Total Limit of Work	20,000
	Total Building GSF	12,508
	Ground Floor GSF (Building footprint on site)	7,600
	Level 2 GSF (if applicable)	4,908
	Site Work GSF	12,400
<b>Arts Expansion</b> 2 stories	Total Limit of Work	34,000
	Total Building GSF	16,562
	Ground Floor GSF (Building footprint on site)	10,869
	Level 2 GSF (if applicable)	5,692
	Site Work GSF	23,131
<b>Administrative Services and Operations</b> 2 stories	Total Limit of Work	71,000
	Total Building GSF	25,271
	Ground Floor GSF (Building footprint on site)	19,443
	Level 2 GSF (if applicable)	5,829
	Site Work GSF	51,557



New Construction  
 Renovation/Site Work





## COMMUNITY HUB

1 STORY

Total Limit of Work **156,000 GSF**

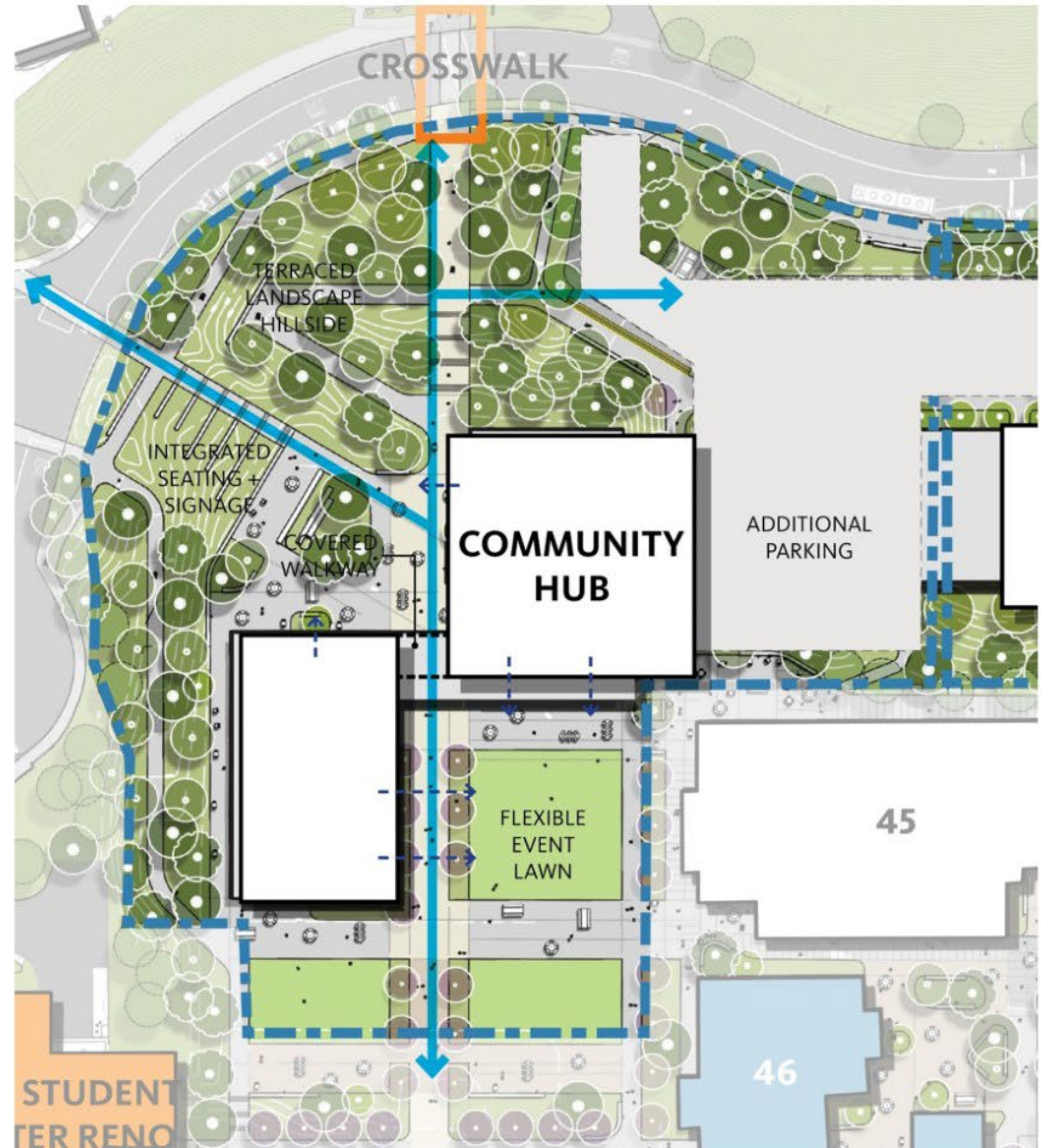
Total Building ASF **17,070 ASF**

Total Building GSF (65% EFFICIENCY) **26,262 GSF**

Site Work GSF **129,738 GSF**

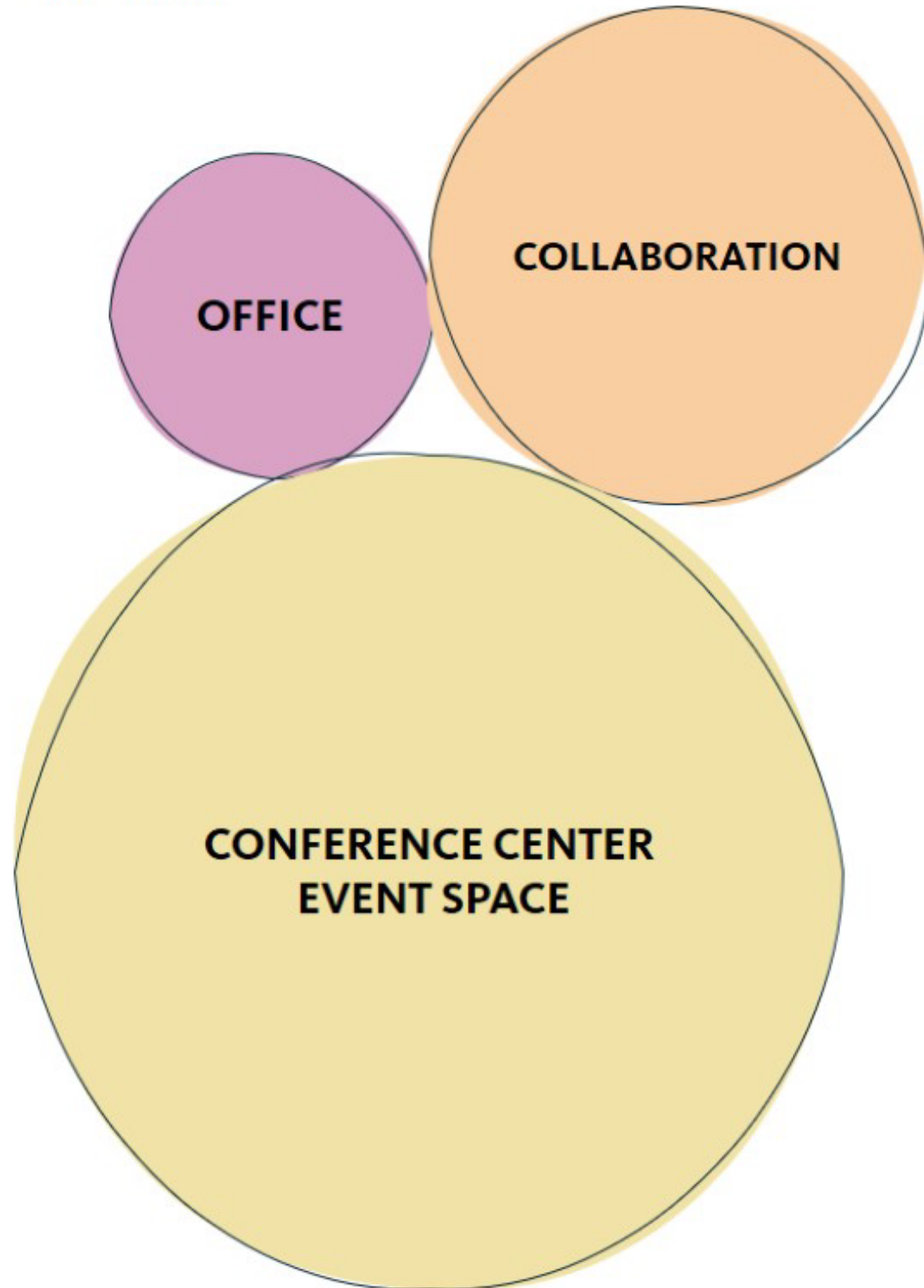
The new Community Hub is envisioned as a welcoming gateway on the northwest edge of campus, establishing a strong connection to a new diagonal corridor of activity within the campus core. Designed as a flexible, multi-use destination, the facility will accommodate a range of programs, including a large conference center, meeting rooms, and collaborative gathering spaces.

Framing the building, an elevated plaza on the north side will capture expansive ocean views, offering a distinctive setting for informal gathering and events. To the south, a flexible event lawn will support larger campus and community functions, reinforcing the Hub's role as a vibrant center for connection, engagement, and shared experiences.





# COMMUNITY HUB PROGRAM



Category	Description	Qty	SF/Unit	SFTotal	Typ Headcount	Comments
OFFICE	Dean/Director Offices	3	160	480	1	space for SBDC, Civic Center
	Shared Offices	2	140	280	2	
	Workstations	3	70	210	1	
				<b>970</b>	<b>Subtotal</b>	

Category	Description	Qty	SF/Unit	SFTotal	Typ Headcount	Comments
STUDY / COLLABORATION	Lounge	1	300	300	15-20	
	Large Conference Room	2	600	1200	24	Can be grouped into 1 larger room
	Medium Conference Room	1	300	300	12	
	Focus room	2	200	400	8	Could be a green room
				<b>2200</b>	<b>Subtotal</b>	

Category	Description	Qty	SF/Unit	SFTotal	Typ Headcount	Comments
OTHER	Lobby	1	2500	2500		
	Large Multiuse Conference	1	2000	2000	80	7 BOT, 1 student rep, 3 execs, 2 senate, 1 staff (16 total) 25 target
	Multiuse Storage + Kitchenette	1	400	400		
	Conference Center Event Space	1	6750	6750	270	ideally 400-500 banquet with staging / divisible by 2
	Conference Center Catering Kitchen	1	500	500		
	Enhanced Vending	1	250	250		
	Storage	1	1500	1500		
				<b>13900</b>	<b>Subtotal</b>	

Category	Description	Qty	SF/Unit	SFTotal	Typ Headcount	Comments
BUILDING COMMONS	Circulation					
	Building Services					
	Restrooms					

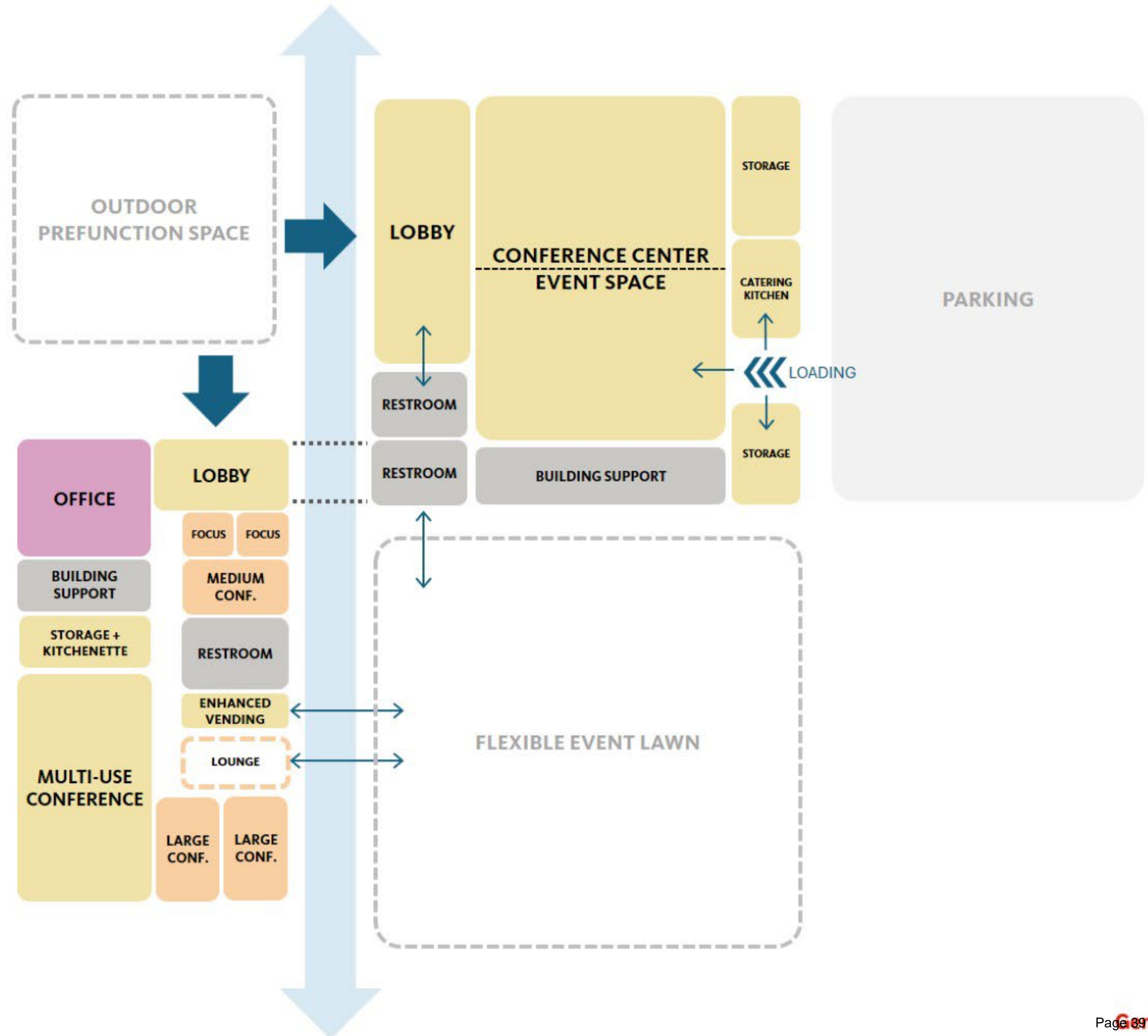
17,070	Total ASF
26,262	Total GSF (65% Efficiency)
26,262	Ground Floor GSF (Building Footprint on site)

Category	Description	Qty	SF/Unit	SFTotal	Typ Headcount	Comments
SITE	Site Improvements			105,738		Loading dock, circulation, general improvements, outdoor patio
	New Parking	68.57	350	24000	69 spots	adjacent to Business Tech

129,738	Site Work GSF
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<b>156,000</b>	<b>Total Limit of Work</b>
26,262	Total Building GSF
26,262	Ground Floor GSF (Building Footprint on site)
129,738	Site Work GSF

OCEANSIDE CAMPUS  
**COMMUNITY HUB**  
 ADJACENCY DIAGRAM





OCEANSIDE CAMPUS  
**COMMUNITY HUB**  
AERIAL VIEW





OCEANSIDE CAMPUS  
**COMMUNITY HUB**  
ENTRY VIEW





OCEANSIDE CAMPUS  
**COMMUNITY HUB**  
ENTRY VIEW





# COMMUNITY HUB CONSTRUCTION COST



	Community Hub												
	Building Construction				Sitetework				Total Community Hub				
	Building Construction		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		26,262 SF		
	26,262 SF	\$x1,000	26,262 SF	\$x1,000	129,738 SF	\$x1,000	129,738 SF	\$x1,000	129,738 SF	\$x1,000	\$/SF	\$x1,000	
<b>A SUBSTRUCTURE</b>													
A10 Foundations	68.25	1,792	68.25	1,792	-	-	-	-	-	-	68.25	1,792	
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>68.25</b>	<b>1,792</b>	<b>68.25</b>	<b>1,792</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>68.25</b>	<b>1,792</b>	
<b>B SHELL</b>													
B10 Superstructure	85.28	2,240	85.28	2,240	-	-	-	-	-	-	85.28	2,240	
B20 Exterior Enclosure	51.42	1,350	51.42	1,350	-	-	-	-	-	-	51.42	1,350	
B30 Roofing	49.04	1,288	49.04	1,288	-	-	-	-	-	-	49.04	1,288	
<b>Subtotal</b>	<b>185.73</b>	<b>4,878</b>	<b>185.73</b>	<b>4,878</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>185.73</b>	<b>4,878</b>	
<b>C INTERIORS</b>													
C10 Interior Construction	61.70	1,620	61.70	1,620	-	-	-	-	-	-	61.70	1,620	
C20 Stairs	-	-	-	-	-	-	-	-	-	-	-	-	
C30 Interior Finishes	62.71	1,647	62.71	1,647	-	-	-	-	-	-	62.71	1,647	
<b>Subtotal</b>	<b>124.41</b>	<b>3,267</b>	<b>124.41</b>	<b>3,267</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>124.41</b>	<b>3,267</b>	
<b>D SERVICES</b>													
D10 Conveying	-	-	-	-	-	-	-	-	-	-	-	-	
D20 Plumbing	35.00	919	35.00	919	-	-	-	-	-	-	35.00	919	
D30 HVAC	70.00	1,838	70.00	1,838	-	-	-	-	-	-	70.00	1,838	
D40 Fire Protection	10.00	263	10.00	263	-	-	-	-	-	-	10.00	263	
D50 Electrical	85.00	2,232	85.00	2,232	-	-	-	-	-	-	85.00	2,232	
<b>Subtotal</b>	<b>200.00</b>	<b>5,252</b>	<b>200.00</b>	<b>5,252</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200.00</b>	<b>5,252</b>	
<b>E EQUIPMENT AND FURNISHINGS</b>													
E10 Equipment	8.31	218	8.31	218	-	-	-	-	-	-	8.31	218	
E20 Furnishings	15.00	394	15.00	394	-	-	-	-	-	-	15.00	394	
<b>Subtotal</b>	<b>23.31</b>	<b>612</b>	<b>23.31</b>	<b>612</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>23.31</b>	<b>612</b>	
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>													
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>G BUILDING SITEWORK</b>													
G10 Site Preparation	-	-	-	-	10.72	1,391	-	-	10.72	1,391	52.96	1,391	
G20 Site Improvements	-	-	-	-	43.91	5,697	-	-	43.91	5,697	216.94	5,697	
G30 Site Mechanical Utilities	-	-	-	-	-	-	15.00	1,946	15.00	1,946	74.10	1,946	
G40 Site Electrical Utilities	-	-	-	-	10.00	1,297	10.00	1,297	20.00	2,595	98.80	2,595	
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>64.63</b>	<b>8,385</b>	<b>25.00</b>	<b>3,243</b>	<b>89.63</b>	<b>11,629</b>	<b>442.80</b>	<b>11,629</b>	
<b>Subtotal Direct Cost</b>	<b>601.70</b>	<b>15,802</b>	<b>601.70</b>	<b>15,802</b>	<b>64.63</b>	<b>8,385</b>	<b>25.00</b>	<b>3,243</b>	<b>89.63</b>	<b>11,629</b>	<b>1,044.50</b>	<b>27,431</b>	
Contingency for Development of Design	20.00%	120.33	3,160	120.33	3,160	12.93	1,677	5.00	649	17.93	2,326	208.89	5,486
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	72.20	1,896	72.20	1,896	7.75	1,006	3.00	389	10.75	1,395	125.31	3,291
Program Contingency	10.00%	79.43	2,086	79.43	2,086	8.53	1,107	3.30	428	11.83	1,535	137.88	3,621
<b>Subtotal Direct Cost</b>	<b>873.65</b>	<b>22,944</b>	<b>873.65</b>	<b>22,944</b>	<b>93.85</b>	<b>12,175</b>	<b>36.30</b>	<b>4,709</b>	<b>130.15</b>	<b>16,885</b>	<b>1,516.59</b>	<b>39,829</b>	
Construction Contingency	5.00%	43.68	1,147	43.68	1,147	4.69	609	1.81	235	6.51	844	75.81	1,991
General Conditions & General Requirements	12.00%	110.08	2,891	110.08	2,891	11.82	1,534	4.57	593	16.39	2,127	191.07	5,018
Bonds and Insurance	2.50%	25.70	675	25.70	675	2.76	358	1.06	138	3.82	496	44.59	1,171
Design-Build Fees	6.00%	63.17	1,659	63.17	1,659	6.79	881	2.63	341	9.42	1,222	109.70	2,881
Contractor's Overhead & Profit or Fee	5.00%	55.82	1,466	55.82	1,466	6.00	778	2.32	301	8.32	1,079	96.91	2,545
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,172.11</b>	<b>30,782</b>	<b>1,172.11</b>	<b>30,782</b>	<b>125.91</b>	<b>16,335</b>	<b>48.69</b>	<b>6,317</b>	<b>174.60</b>	<b>22,653</b>	<b>2,034.68</b>	<b>53,435</b>

**TOTAL ESTIMATED  
CONSTRUCTION COST:**

**\$53,500 M**



OCEANSIDE CAMPUS

# BUSINESS AND TECH

1 STORY, 2 BUILDINGS

Total Limit of Work **125,000 GSF**

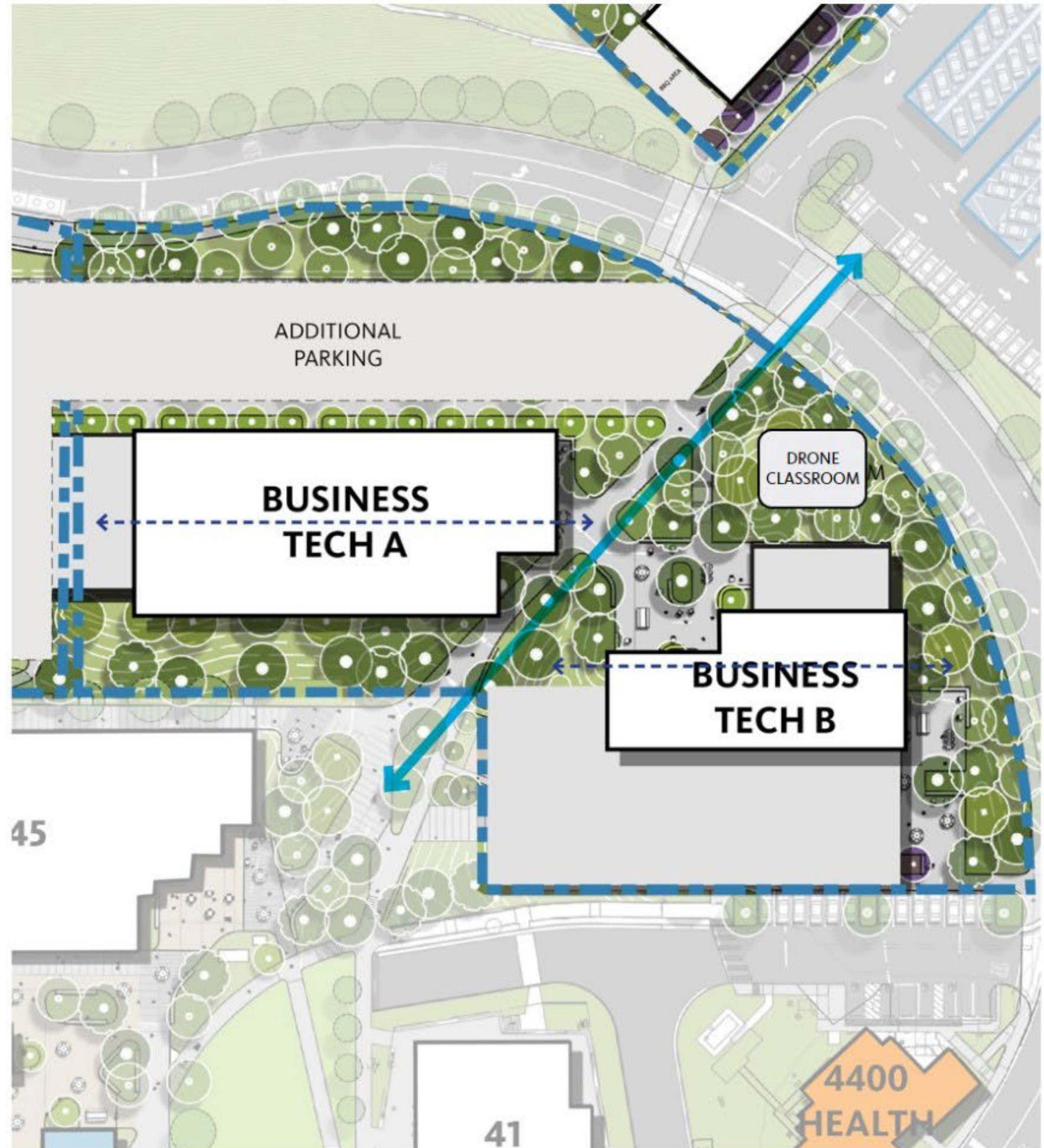
Total Building ASF **17,530 ASF**

Total Building GSF (65% EFFICIENCY) **26,969 GSF**

*Building A: 16,969 SF; Building B: 10,000 SF*

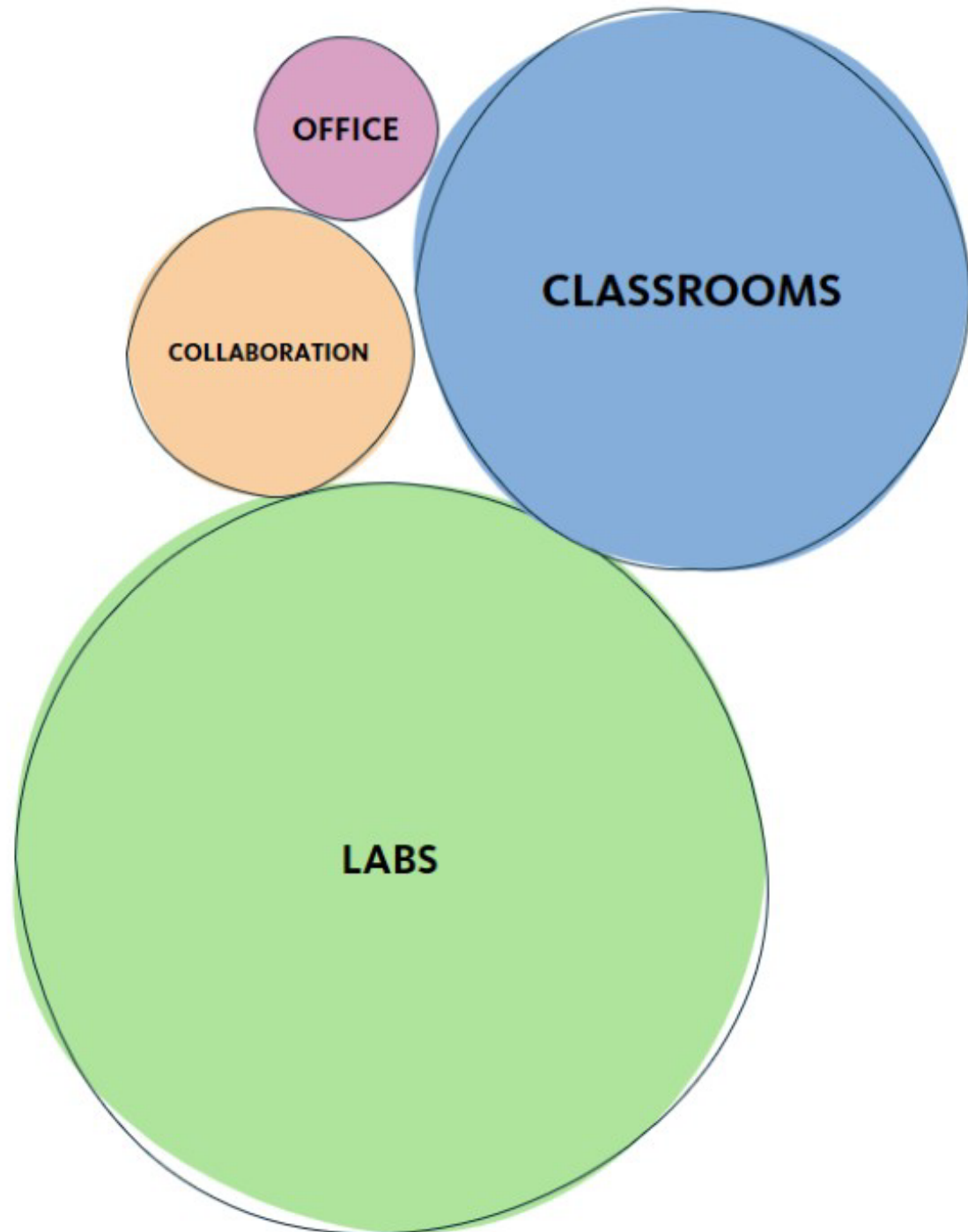
Site Work GSF **98,031 GSF**

The new Business and Technology Hub will anchor the north side of campus that integrates with the sloping topography. Adjacent to the STEM Hub, these new buildings will expand the campus core and provide interdisciplinary learning environments in modern facilities. A new parking area will be developed in this zone, to improve access and connections.





# BUSINESS AND TECH PROGRAM



Category	Description	Qty	SF/Unit	SF Total	Typ Headcount	Comments
<b>CLASSROOM</b>						
	Classroom - General Purpose	4	1,250	5,000	40	Accounting, Administration of Justice
				<b>5,000</b>	<b>Subtotal</b>	

<b>LAB</b>						
	Engineering Tech Lab	2	900	1,800	24	combined with Fabrication/Assembly
	Computer Lab	4	1,600	6,400	40	
	AI Lab	1	2,000	2,000	12	Cantina wall adjacent to computer lab, server room + office
				<b>10,200</b>	<b>Subtotal</b>	

<b>OFFICE</b>						
	Dean/Director Offices	1	160	160	1	
	Manager/Lead/Faculty & Staff Offices	2	100	200	1	
	Shared Offices	5	140	700	2	space for 10 faculty
	Workstations	1	70	70	1	
				<b>1,130</b>	<b>Subtotal</b>	

<b>STUDY / COLLABORATION</b>						
	Lounge / Study Spaces	2	300	600	15-20	
	Medium Conference Room	2	300	600	12	
				<b>1200</b>	<b>Subtotal</b>	

<b>BUILDING COMMONS</b>						
	Circulation					
	Building Services					
	Restrooms					

17,530	Total ASF
26,969	Total GSF (65% Efficiency)
26,969	GSF per floor (Building Footprint on site)

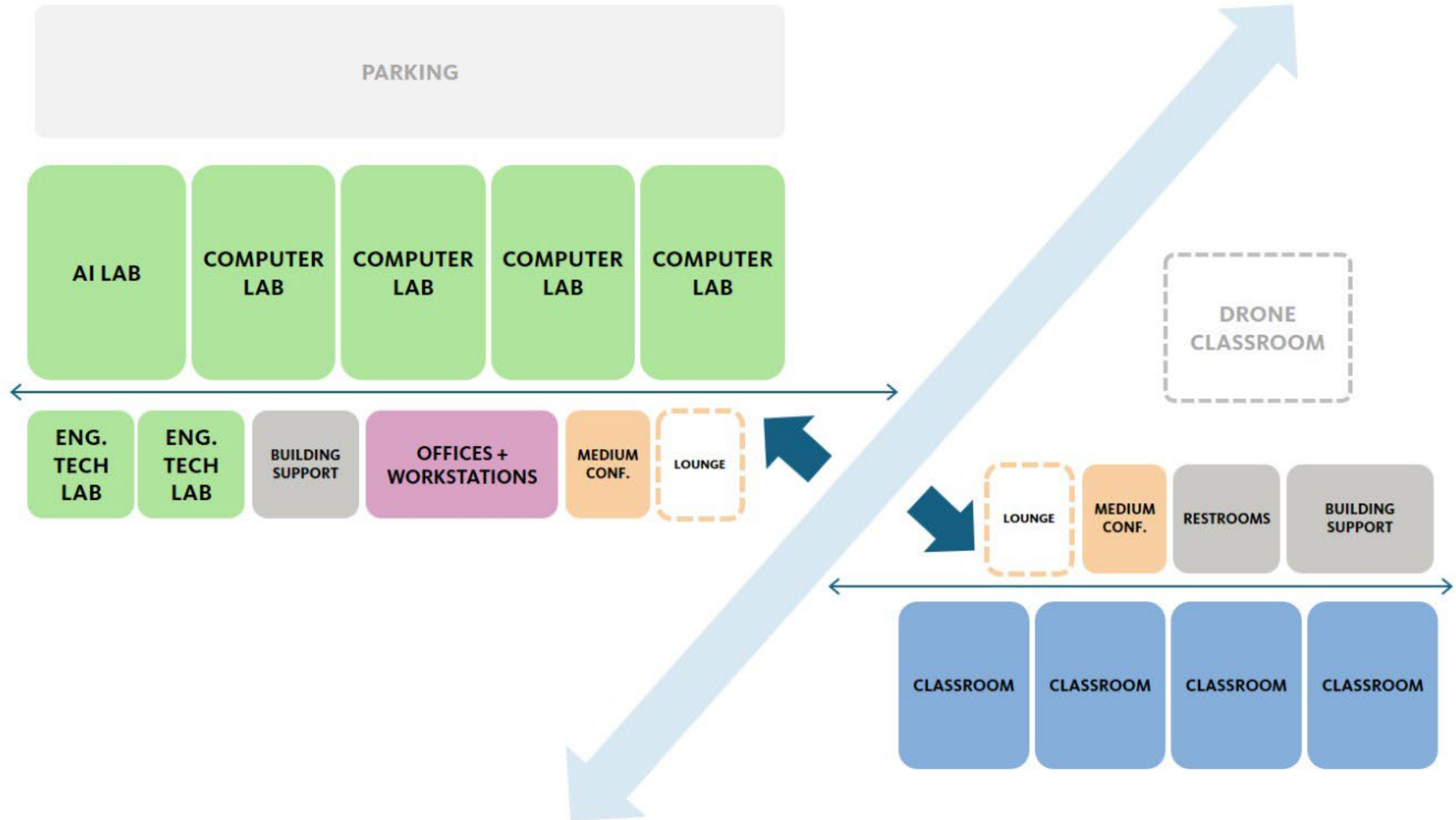
<b>SITE</b>						
	Site Improvements	1	76,231	76,231		Rock garden, living wall, connecting plaza
	Parking	57.14	350	20000	57 spots	
	Drone Classroom	1	1800	1800		Contained in a cage; closer to parking

98,031	Total GSF
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125,000	Total Limit of Work
26,969	Total Building GSF
26,969	Ground Floor GSF (Building Footprint on site)
98,031	Site Work GSF

# BUSINESS AND TECH

## ADJACENCY DIAGRAM





OCEANSIDE CAMPUS  
**BUSINESS AND TECH**  
 CONSTRUCTION COST



	Business + Tech (Option A)														
	Building Construction						Sitework						Total Business + Tech (Option A)		
	Building A		Building B		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		26,969 SF		
	16,969 SF		10,000 SF		26,969 SF		98,031 SF		98,031 SF		98,031 SF		\$/SF	\$x1,000	
	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	
<b>A SUBSTRUCTURE</b>															
A10 Foundations	68.25	1,158	68.25	683	68.25	1,841	-	-	-	-	-	-	68.25	1,841	
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>68.25</b>	<b>1,158</b>	<b>68.25</b>	<b>683</b>	<b>68.25</b>	<b>1,841</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>68.25</b>	<b>1,841</b>	
<b>B SHELL</b>															
B10 Superstructure	78.26	1,328	78.25	783	78.25	2,110	-	-	-	-	-	-	78.25	2,110	
B20 Exterior Enclosure	68.78	1,167	87.14	871	75.59	2,038	-	-	-	-	-	-	75.59	2,038	
B30 Roofing	49.01	832	49.00	490	49.00	1,322	-	-	-	-	-	-	49.00	1,322	
<b>Subtotal</b>	<b>196.04</b>	<b>3,327</b>	<b>214.39</b>	<b>2,144</b>	<b>202.84</b>	<b>5,471</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>202.84</b>	<b>5,471</b>	
<b>C INTERIORS</b>															
C10 Interior Construction	50.90	864	50.90	509	50.90	1,373	-	-	-	-	-	-	50.90	1,373	
C20 Stairs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C30 Interior Finishes	41.45	703	41.38	414	41.42	1,117	-	-	-	-	-	-	41.42	1,117	
<b>Subtotal</b>	<b>92.34</b>	<b>1,567</b>	<b>92.28</b>	<b>923</b>	<b>92.32</b>	<b>2,490</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>92.32</b>	<b>2,490</b>	
<b>D SERVICES</b>															
D10 Conveying	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
D20 Plumbing	35.00	594	35.00	350	35.00	944	-	-	-	-	-	-	35.00	944	
D30 HVAC	70.00	1,188	70.00	700	70.00	1,888	-	-	-	-	-	-	70.00	1,888	
D40 Fire Protection	10.00	170	10.00	100	10.00	270	-	-	-	-	-	-	10.00	270	
D50 Electrical	85.00	1,442	85.00	850	85.00	2,292	-	-	-	-	-	-	85.00	2,292	
<b>Subtotal</b>	<b>200.00</b>	<b>3,394</b>	<b>200.00</b>	<b>2,000</b>	<b>200.00</b>	<b>5,394</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200.00</b>	<b>5,394</b>	
<b>E EQUIPMENT AND FURNISHINGS</b>															
E10 Equipment	7.50	127	7.50	75	7.50	202	-	-	-	-	-	-	7.50	202	
E20 Furnishings	15.00	255	15.00	150	15.00	405	-	-	-	-	-	-	15.00	405	
<b>Subtotal</b>	<b>22.50</b>	<b>382</b>	<b>22.50</b>	<b>225</b>	<b>22.50</b>	<b>607</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22.50</b>	<b>607</b>	
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>															
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>G BUILDING SITEWORK</b>															
G10 Site Preparation	-	-	-	-	-	-	11.34	1,112	-	-	11.34	1,112	41.21	1,112	
G20 Site Improvements	-	-	-	-	-	-	43.32	4,247	-	-	43.32	4,247	157.46	4,247	
G30 Site Mechanical Utilities	-	-	-	-	-	-	-	-	15.00	1,470	15.00	1,470	54.52	1,470	
G40 Site Electrical Utilities	-	-	-	-	-	-	10.00	980	10.00	980	20.00	1,961	72.70	1,961	
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>64.66</b>	<b>6,338</b>	<b>25.00</b>	<b>2,451</b>	<b>89.66</b>	<b>8,789</b>	<b>325.90</b>	<b>8,789</b>	
<b>Subtotal Direct Cost</b>	<b>579.14</b>	<b>9,827</b>	<b>597.42</b>	<b>5,974</b>	<b>585.91</b>	<b>15,802</b>	<b>64.66</b>	<b>6,338</b>	<b>25.00</b>	<b>2,451</b>	<b>89.66</b>	<b>8,789</b>	<b>911.82</b>	<b>24,591</b>	
Contingency for Development of Design	20.00%	115.80	1,965	119.50	1,195	117.17	3,160	12.93	1,268	5.00	490	17.93	1,758	182.36	4,918
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	69.48	1,179	71.70	717	70.30	1,896	7.76	761	3.00	294	10.76	1,055	109.42	2,951
Program Contingency	10.00%	76.43	1,297	78.90	789	77.35	2,086	8.54	837	3.29	323	11.83	1,160	120.36	3,246
<b>Subtotal Direct Cost</b>	<b>840.85</b>	<b>14,268</b>	<b>867.52</b>	<b>8,675</b>	<b>850.74</b>	<b>22,944</b>	<b>93.89</b>	<b>9,204</b>	<b>36.29</b>	<b>3,558</b>	<b>130.19</b>	<b>12,762</b>	<b>1,323.96</b>	<b>35,706</b>	
Construction Contingency	5.00%	42.02	713	43.40	434	42.53	1,147	4.69	460	1.82	178	6.51	638	66.19	1,785
General Conditions & General Requirements	12.00%	105.96	1,798	109.30	1,093	107.20	2,891	11.83	1,160	4.57	448	16.40	1,608	166.82	4,499
Bonds and Insurance	2.50%	24.69	419	25.50	255	24.99	674	2.76	271	1.07	105	3.84	376	38.93	1,050
Design-Build Fees	6.00%	60.82	1,032	62.70	627	61.52	1,659	6.79	666	2.62	257	9.42	923	95.74	2,582
Contractor's Overhead & Profit or Fee	5.00%	53.75	912	55.40	554	54.36	1,466	6.00	588	2.32	227	8.31	815	84.58	2,281
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,128.08</b>	<b>19,142</b>	<b>1,163.82</b>	<b>11,638</b>	<b>1,141.33</b>	<b>30,781</b>	<b>125.98</b>	<b>12,349</b>	<b>48.69</b>	<b>4,773</b>	<b>174.66</b>	<b>17,122</b>	<b>1,776.22</b>	<b>47,903</b>

**TOTAL ESTIMATED  
 CONSTRUCTION COST:  
 \$48,000 M**



OCEANSIDE CAMPUS

# CAMPUS POLICE

1 STORY

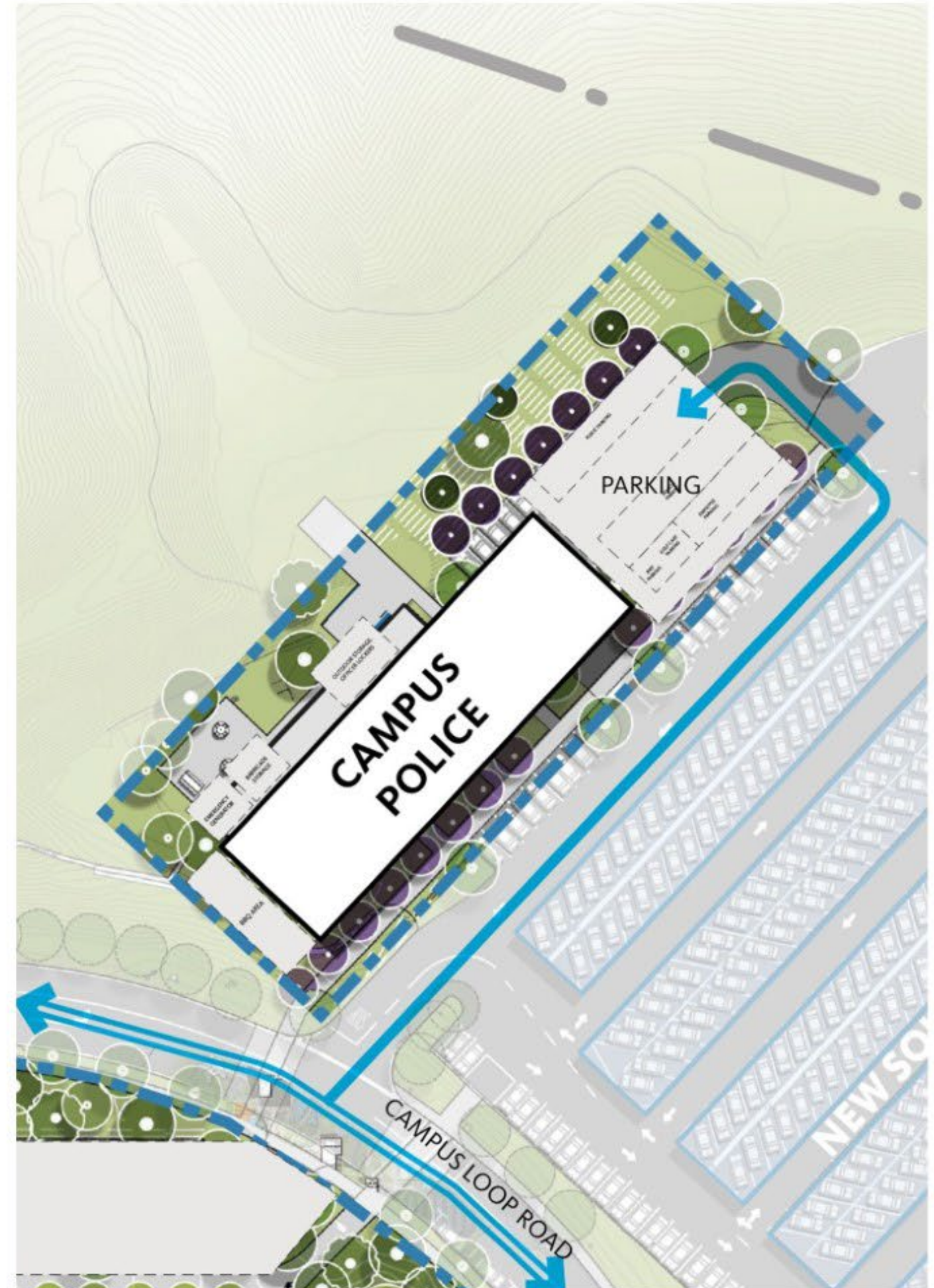
Total Limit of Work **47,000 GSF**

Total Building ASF **7,650 ASF**

Total Building GSF (65% EFFICIENCY) **11,954 GSF**

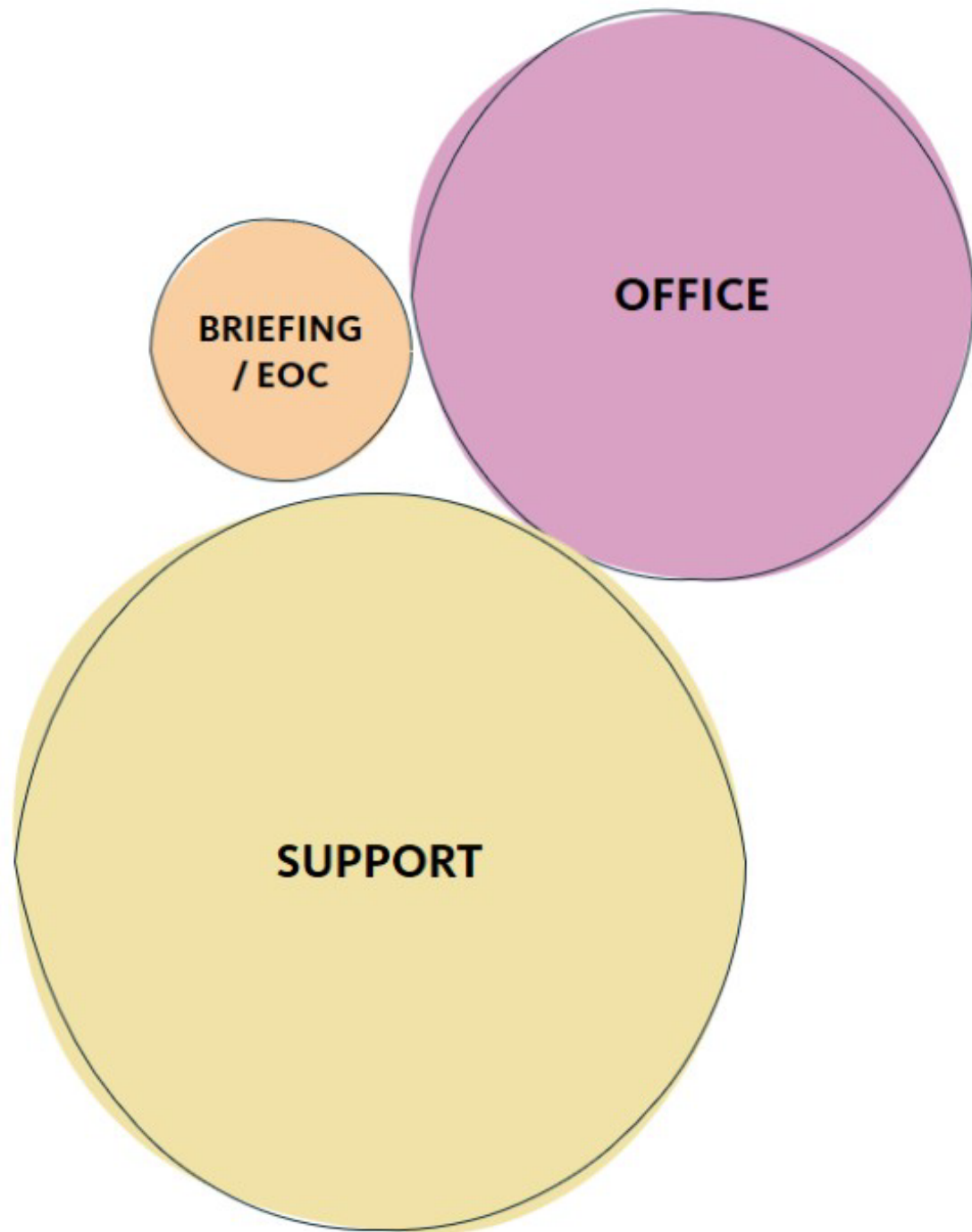
Site Work GSF **35,046 GSF**

A new Campus Police building will be located on the Northeast side of campus and will be accessed directly from the main campus loop road. The proposed location is strategically positioned between the campus entries and improves access to the campus core. The location is adjacent to a parking lot and provides space to support both indoor and outdoor program needs, including additional storage and secured parking.





# CAMPUS POLICE PROGRAM



Category	Description	Qty	SF/Unit	SF Total	Typ Headcount	Comments
<b>OFFICE</b>						
	Dean/Director Offices	1	200	200	1	
	Detective	1	100	100	1	
	Sergeant	2	100	200	1	
	Dispatch Manager	1	100	100	1	
	Future Growth	1	100	100	1	
	Officer Report Writing Area (Workstations)	8	70	560	8	1 shift
	Director's Assistant Workstation	1	70	70	1	
	Dispatch Workstations	3	70	210	1	3 dispatchers (includes +2 growth)
	Holding Cell / Custody Room	2	80	160	2	interviews, custody (1 male/1 female)
	Evidence Processing Area	1	100	100	3	storage for people in custody (need lockers storage for 90 days). Space to lay out evidence and photograph
	Copy/Work Room	1	150	150		
	Front Desk	1	250	250	5	5 workstations total; 2 PSAFT, 2 interns, 1 ADA counter
	Civilian Area	1	150	150	5	
	Entry Lobby	1	350	350	10	10 ppl, seating 2-4, (1) computer station; adjacency to restroom
	Interview Room	1	120	120	4	
				<b>2,700</b>	<b>Subtotal</b>	

<b>STUDY / COLLABORATION</b>						
	Briefing Room	1	1650	1650	60	white boards, TV, function as EOC, training room in house and firearm simulator; general teaching space; include divider

<b>OTHER</b>						
	Fitness Area	1	1250	1250	4-5 at a time	Treadmills, weights, bikes, mats, open to outdoors
	Evidence Storage	1	100	100		adjacent to evidence processing area
	Lockers, Showers, restrooms, Decontamination	2	1250	2500	16	Mens & Womens
	Lost & Found Closet	1	100	100	-	separate from evidence processing
	Armory Storage	1	300	300	-	space for secured cabinets for rounds; check out system
	Defensive Tactic Equipment	1			-	PPE, Body Armor, Helmets, Shields
	Emergency Preparedness	1	200	200	-	Rations (30 people for 3 days), additional water, battery-operated lamps
	First Aid CPR Equipment	1	100	100	-	CPR dummies + props
	General Storage	1	150	150	-	Tables, chairs, tents, swag for community events
	Break Rooms	1	250	250	15	Social gatherings, lunch/kitchenette; adjacent to fitness
				<b>4950</b>	<b>Subtotal</b>	

OCEANSIDE CAMPUS  
**CAMPUS POLICE**  
 PROGRAM



**BUILDING COMMONS**

Circulation				
Building Services				
Restrooms				

7,650	Total ASF
11,769	Total GSF (65% Efficiency)
11,769	Ground Floor GSF (Building Footprint on site)

**SITE**

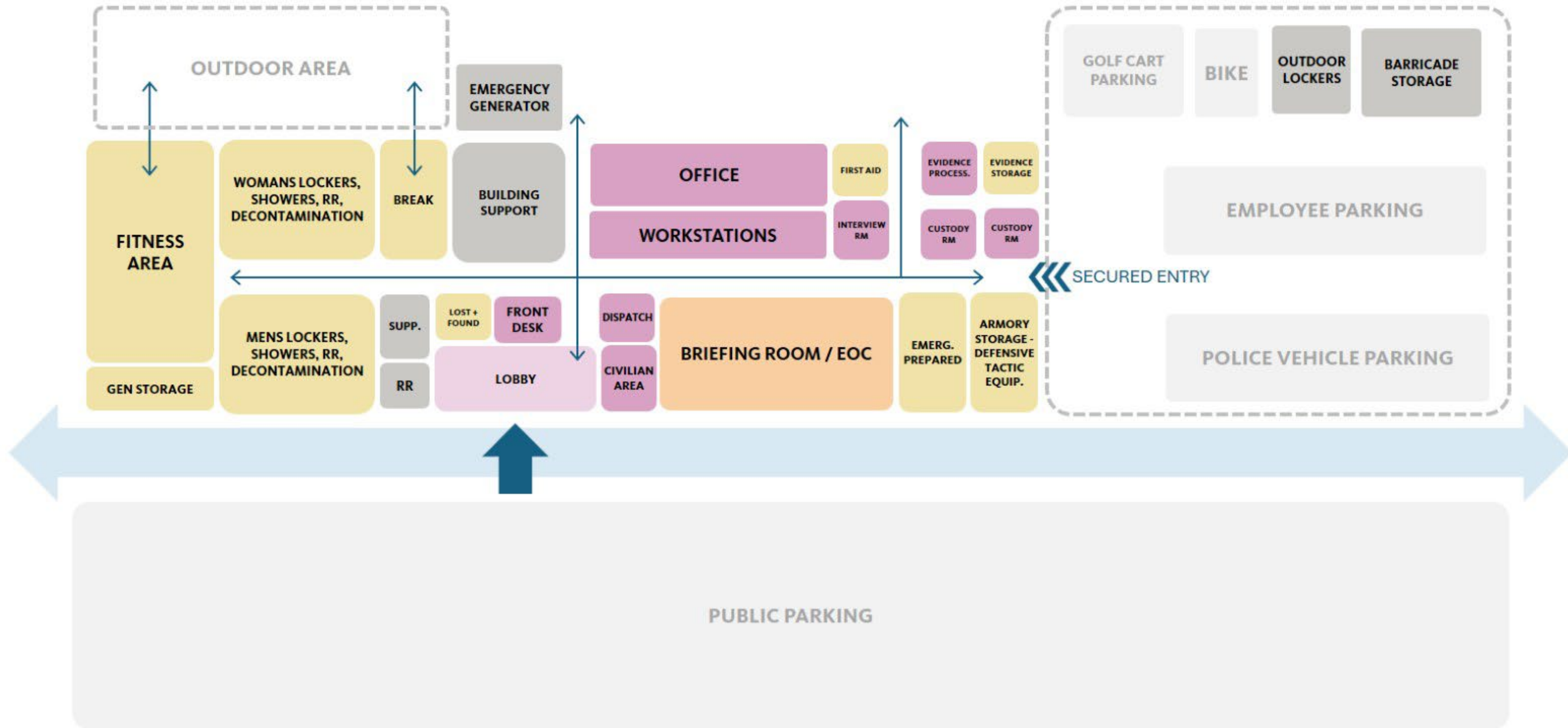
Related Site Improvements	1		28,221		
Barricade Storage	1	400	400	-	Barricades, cones, etc; outside, secured, covered
Outdoor Storage	15	50	750	12-15 bags (30x18" per bag)	space for outdoor lockers for officer go bags
Emergency Generator	1	400	400		
Outdoor Area	1	600	600		adjacent to fitness area
Vehicle Parking	9	300	2700		should be secured and gated
Golf Cart Parking + Charging	2	100	200		should be secured and gated
Bike Parking	4	40	160	4	e-bikes & regular bikes
Employee Parking	6	300	1800		

35,231	Site Work GSF
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47,000	Total Limit of Work
11,769	Total Building GSF
11,769	Ground Floor GSF (Building Footprint on site)
35,231	Site Work GSF



OCEANSIDE CAMPUS  
**CAMPUS POLICE**  
 ADJACENCY DIAGRAM



OCEANSIDE CAMPUS  
**CAMPUS POLICE**  
 CONSTRUCTION COST



	Campus Police												
	Building Construction				Sitework				Total Campus Police				
	Building Construction		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		11,954 SF		
	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	
<b>A SUBSTRUCTURE</b>													
A10 Foundations	68.25	816	68.25	816	-	-	-	-	-	-	68.25	816	
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>68.25</b>	<b>816</b>	<b>68.25</b>	<b>816</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>68.25</b>	<b>816</b>	
<b>B SHELL</b>													
B10 Superstructure	78.26	936	78.26	936	-	-	-	-	-	-	78.26	936	
B20 Exterior Enclosure	72.29	864	72.29	864	-	-	-	-	-	-	72.29	864	
B30 Roofing	49.02	586	49.02	586	-	-	-	-	-	-	49.02	586	
<b>Subtotal</b>	<b>199.56</b>	<b>2,386</b>	<b>199.56</b>	<b>2,386</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>199.56</b>	<b>2,386</b>	
<b>C INTERIORS</b>													
C10 Interior Construction	50.90	608	50.90	608	-	-	-	-	-	-	50.90	608	
C20 Stairs	-	-	-	-	-	-	-	-	-	-	-	-	
C30 Interior Finishes	56.53	676	56.53	676	-	-	-	-	-	-	56.53	676	
<b>Subtotal</b>	<b>107.43</b>	<b>1,284</b>	<b>107.43</b>	<b>1,284</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>107.43</b>	<b>1,284</b>	
<b>D SERVICES</b>													
D10 Conveying	-	-	-	-	-	-	-	-	-	-	-	-	
D20 Plumbing	35.00	418	35.00	418	-	-	-	-	-	-	35.00	418	
D30 HVAC	70.00	837	70.00	837	-	-	-	-	-	-	70.00	837	
D40 Fire Protection	10.00	120	10.00	120	-	-	-	-	-	-	10.00	120	
D50 Electrical	85.00	1,016	85.00	1,016	-	-	-	-	-	-	85.00	1,016	
<b>Subtotal</b>	<b>200.00</b>	<b>2,391</b>	<b>200.00</b>	<b>2,391</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200.00</b>	<b>2,391</b>	
<b>E EQUIPMENT AND FURNISHINGS</b>													
E10 Equipment	7.50	90	7.50	90	-	-	-	-	-	-	7.50	90	
E20 Furnishings	15.00	179	15.00	179	-	-	-	-	-	-	15.00	179	
<b>Subtotal</b>	<b>22.50</b>	<b>269</b>	<b>22.50</b>	<b>269</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22.50</b>	<b>269</b>	
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>													
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>G BUILDING SITEWORK</b>													
G10 Site Preparation	-	-	-	-	11.90	417	-	-	11.90	417	34.89	417	
G20 Site Improvements	-	-	-	-	44.21	1,550	-	-	44.21	1,550	129.63	1,550	
G30 Site Mechanical Utilities	-	-	-	-	-	-	15.00	526	15.00	526	43.98	526	
G40 Site Electrical Utilities	-	-	-	-	10.00	350	20.70	725	30.70	1,076	90.01	1,076	
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>66.11</b>	<b>2,317</b>	<b>35.70</b>	<b>1,251</b>	<b>101.81</b>	<b>3,568</b>	<b>298.49</b>	<b>3,568</b>	
<b>Subtotal Direct Cost</b>	<b>597.74</b>	<b>7,145</b>	<b>597.74</b>	<b>7,145</b>	<b>66.11</b>	<b>2,317</b>	<b>35.70</b>	<b>1,251</b>	<b>101.81</b>	<b>3,568</b>	<b>896.24</b>	<b>10,714</b>	
Contingency for Development of Design	20.00%	119.54	1,429	119.54	1,429	13.21	463	7.13	250	20.34	713	179.19	2,142
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	71.69	857	71.69	857	7.93	278	4.28	150	12.21	428	107.50	1,285
Program Contingency	10.00%	78.89	943	78.89	943	8.73	306	4.71	165	13.44	471	118.29	1,414
<b>Subtotal Direct Cost</b>	<b>867.86</b>	<b>10,374</b>	<b>867.86</b>	<b>10,374</b>	<b>95.99</b>	<b>3,364</b>	<b>51.82</b>	<b>1,816</b>	<b>147.81</b>	<b>5,180</b>	<b>1,301.20</b>	<b>15,555</b>	
Construction Contingency	5.00%	43.42	519	43.42	519	4.79	168	2.60	91	7.39	259	65.08	778
General Conditions & General Requirements	12.00%	109.34	1,307	109.34	1,307	12.10	424	6.53	229	18.63	653	163.96	1,960
Bonds and Insurance	2.50%	25.51	305	25.51	305	2.82	99	1.51	53	4.34	152	38.23	457
Design-Build Fees	6.00%	62.74	750	62.74	750	6.93	243	3.74	131	10.67	374	94.03	1,124
Contractor's Overhead & Profit or Fee	5.00%	55.46	663	55.46	663	6.13	215	3.31	116	9.44	331	83.15	994
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,164.33</b>	<b>13,918</b>	<b>1,164.33</b>	<b>13,918</b>	<b>128.77</b>	<b>4,513</b>	<b>69.51</b>	<b>2,436</b>	<b>198.29</b>	<b>6,949</b>	<b>1,745.66</b>	<b>20,868</b>

**TOTAL ESTIMATED  
 CONSTRUCTION COST:  
 \$21,000 M**



OCEANSIDE CAMPUS

# FIRST YEAR HUB

2 STORY

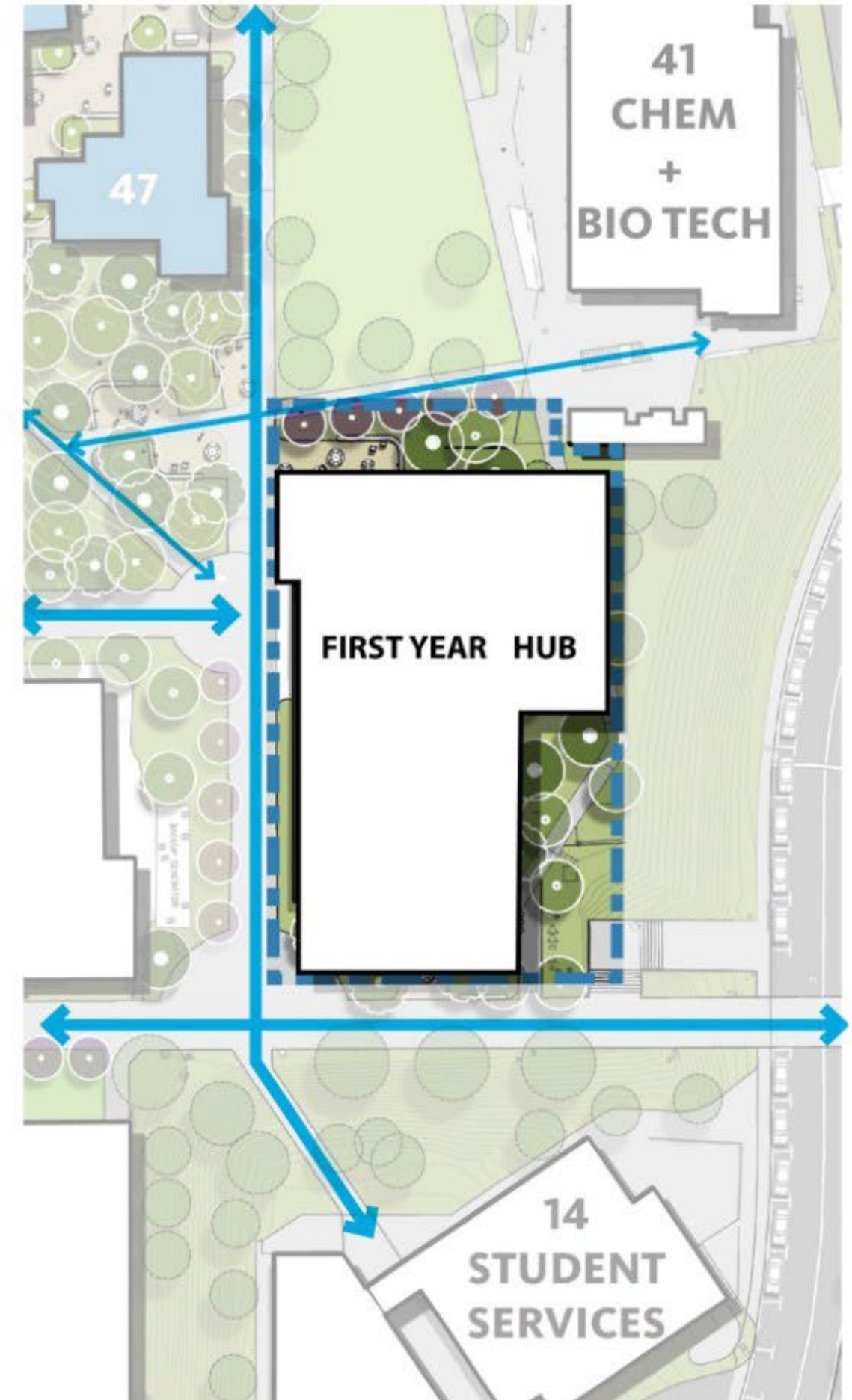
Total Limit of Work **33,000 GSF**

Total Building ASF **30,620 ASF**

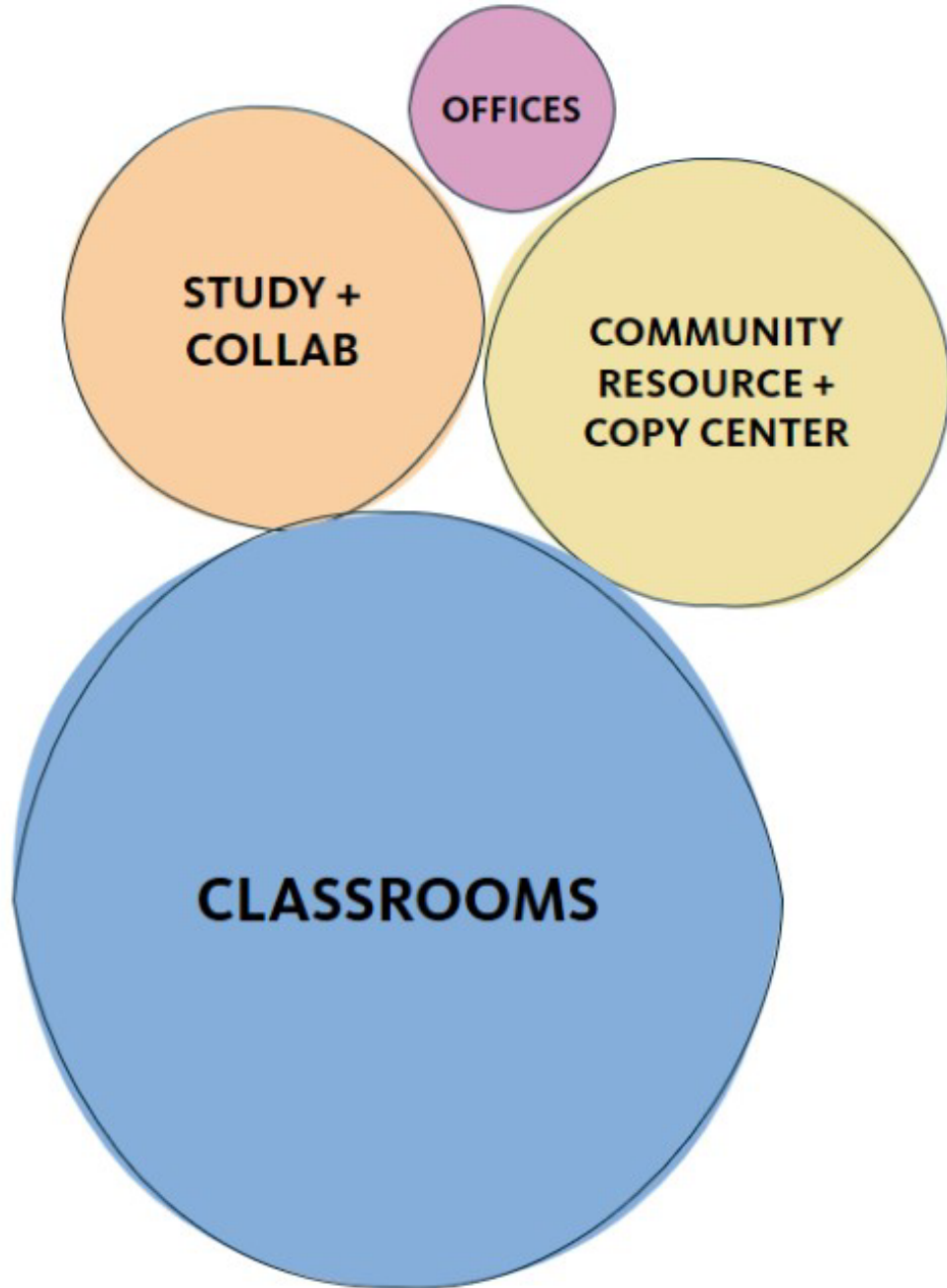
Total Building GSF (65% EFFICIENCY) **47,108 GSF**

Site Work GSF **9,446 GSF**

A new First Year Hub will be developed to replace functions currently located in the 3500 and 3600 buildings. The central location, adjacent to the existing library and student services will improve access and create opportunities for enhance collaboration and use. Flexible learning environments, study and office areas will be designed to support program needs and promote interdisciplinary collaboration.



# FIRST YEAR HUB PROGRAM



Category	Description	Qty	SF/Unit	SF Total	Typ Headcount	Comments
<b>CLASSROOM</b>						
	Classroom - General Purpose	18	1,250	22,500	40	most used, most in person (+2)
				<b>22,500</b>	<b>Subtotal</b>	

<b>OFFICE</b>						
	Dean/Director Offices	1	200	200	1	
	Shared Offices	10	140	1400	2	20 total
	Dean's Assistant Workstation	1	70	70	1	
				<b>1,670</b>	<b>Subtotal</b>	

<b>STUDY / COLLABORATION</b>						
	Open Collaboration	1	2000	2000	Varies	
	Lounge / Study Spaces	2	300	600	15-20	1 per floor
	Medium Conference Room	2	300	600	12	1 per floor
				<b>3200</b>	<b>Subtotal</b>	

<b>OTHER</b>						
	Assignable Storage - Community Resource Center	1	2000	2000		increased storage for basic needs
	Copy Center	1	1000	1000		
	Work / Break Rooms	1	250	250		include mail
				<b>3250</b>	<b>Subtotal</b>	

<b>BUILDIN</b>						
	Circulation					
	Building Services					
	Restrooms					

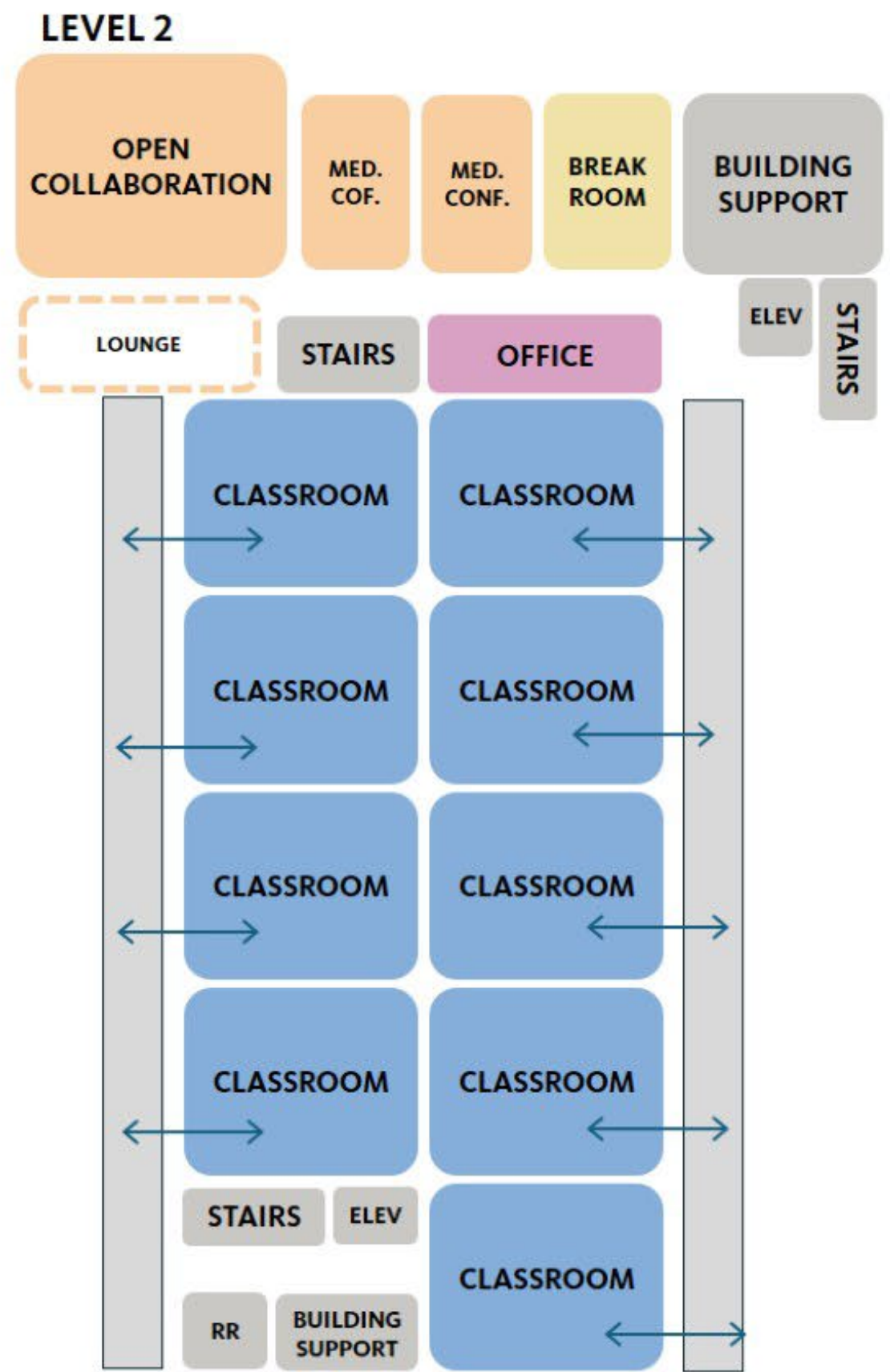
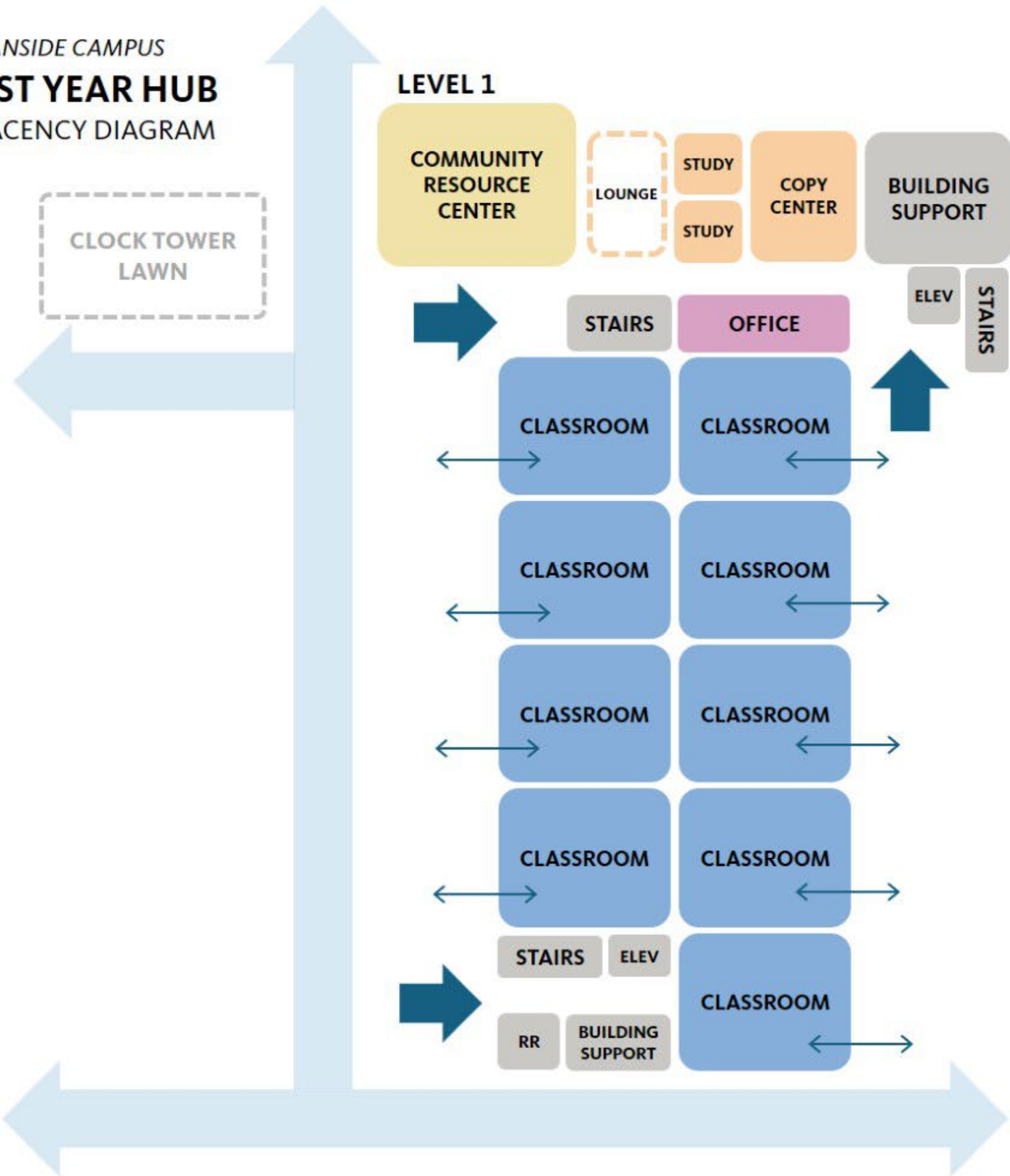
30,620	Total ASF
47,108	Total GSF (65% Efficiency)
23,554	Ground Floor GSF (Building Footprint on site)

<b>SITE</b>						
	Related Site Improvements	1	9,446	9446.15		General landscape, hardscape, etc
				<b>9,446</b>	<b>Site Work GSF</b>	

<b>33,000</b>	<b>Total Limit of Work</b>
<b>47,108</b>	<b>Total Building GSF</b>
<b>23,554</b>	<b>Ground Floor GSF (Building Footprint on site)</b>
<b>9,446</b>	<b>Site Work GSF</b>



# FIRST YEAR HUB ADJACENCY DIAGRAM





OCEANSIDE CAMPUS  
**FIRST YEAR HUB**  
 CONSTRUCTION COST



	First Year Hub												
	Building Construction				Sitework				Total Letters				
	Building Construction		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		Total Letters		
	47,108 SF		47,108 SF	9,446 SF		9,446 SF		9,446 SF		47,108 SF			
	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	
<b>A SUBSTRUCTURE</b>													
A10 Foundations	57.66	2,716	57.66	2,716	-	-	-	-	-	-	57.66	2,716	
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>57.66</b>	<b>2,716</b>	<b>57.66</b>	<b>2,716</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>57.66</b>	<b>2,716</b>	
<b>B SHELL</b>													
B10 Superstructure	86.47	4,073	86.47	4,073	-	-	-	-	-	-	86.47	4,073	
B20 Exterior Enclosure	53.19	2,506	53.19	2,506	-	-	-	-	-	-	53.19	2,506	
B30 Roofing	32.92	1,551	32.92	1,551	-	-	-	-	-	-	32.92	1,551	
<b>Subtotal</b>	<b>172.58</b>	<b>8,130</b>	<b>172.58</b>	<b>8,130</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>172.58</b>	<b>8,130</b>	
<b>C INTERIORS</b>													
C10 Interior Construction	50.90	2,398	50.90	2,398	-	-	-	-	-	-	50.90	2,398	
C20 Stairs	4.35	205	4.35	205	-	-	-	-	-	-	4.35	205	
C30 Interior Finishes	39.77	1,873	39.77	1,873	-	-	-	-	-	-	39.77	1,873	
<b>Subtotal</b>	<b>95.01</b>	<b>4,476</b>	<b>95.01</b>	<b>4,476</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>95.01</b>	<b>4,476</b>	
<b>D SERVICES</b>													
D10 Conveying	9.55	450	9.55	450	-	-	-	-	-	-	9.55	450	
D20 Plumbing	35.00	1,649	35.00	1,649	-	-	-	-	-	-	35.00	1,649	
D30 HVAC	70.00	3,298	70.00	3,298	-	-	-	-	-	-	70.00	3,298	
D40 Fire Protection	10.00	471	10.00	471	-	-	-	-	-	-	10.00	471	
D50 Electrical	85.00	4,004	85.00	4,004	-	-	-	-	-	-	85.00	4,004	
<b>Subtotal</b>	<b>209.55</b>	<b>9,872</b>	<b>209.55</b>	<b>9,872</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>209.55</b>	<b>9,872</b>	
<b>E EQUIPMENT AND FURNISHINGS</b>													
E10 Equipment	7.50	353	7.50	353	-	-	-	-	-	-	7.50	353	
E20 Furnishings	15.00	707	15.00	707	-	-	-	-	-	-	15.00	707	
<b>Subtotal</b>	<b>22.50</b>	<b>1,060</b>	<b>22.50</b>	<b>1,060</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22.50</b>	<b>1,060</b>	
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>													
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>G BUILDING SITEWORK</b>													
G10 Site Preparation	-	-	-	-	30.20	285	-	-	30.20	285	6.05	285	
G20 Site Improvements	-	-	-	-	44.99	425	-	-	44.99	425	9.02	425	
G30 Site Mechanical Utilities	-	-	-	-	-	-	15.00	142	15.00	142	3.01	142	
G40 Site Electrical Utilities	-	-	-	-	10.00	94	10.00	94	20.00	189	4.01	189	
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>85.19</b>	<b>805</b>	<b>25.00</b>	<b>236</b>	<b>110.19</b>	<b>1,041</b>	<b>22.09</b>	<b>1,041</b>	
<b>Subtotal Direct Cost</b>	<b>557.31</b>	<b>26,254</b>	<b>557.31</b>	<b>26,254</b>	<b>85.19</b>	<b>805</b>	<b>25.00</b>	<b>236</b>	<b>110.19</b>	<b>1,041</b>	<b>579.40</b>	<b>27,294</b>	
Contingency for Development of Design	20.00%	111.47	5,251	111.47	5,251	17.04	161	4.98	47	22.02	208	115.88	5,459
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	66.87	3,150	66.87	3,150	10.27	97	2.96	28	13.23	125	69.52	3,275
Program Contingency	10.00%	73.55	3,465	73.55	3,465	11.22	106	3.28	31	14.50	137	76.46	3,602
<b>Subtotal Direct Cost</b>	<b>809.19</b>	<b>38,120</b>	<b>809.19</b>	<b>38,120</b>	<b>123.72</b>	<b>1,169</b>	<b>36.22</b>	<b>342</b>	<b>159.94</b>	<b>1,511</b>	<b>841.27</b>	<b>39,630</b>	
Construction Contingency	5.00%	40.46	1,906	40.46	1,906	6.14	58	1.80	17	7.94	75	42.05	1,981
General Conditions & General Requirements	12.00%	101.96	4,803	101.96	4,803	15.56	147	4.55	43	20.11	190	105.99	4,993
Bonds and Insurance	2.50%	23.80	1,121	23.80	1,121	3.60	34	1.06	10	4.66	44	24.73	1,165
Design-Build Fees	6.00%	58.53	2,757	58.53	2,757	8.89	84	2.65	25	11.54	109	60.84	2,866
Contractor's Overhead & Profit or Fee	5.00%	51.69	2,435	51.69	2,435	7.94	75	2.33	22	10.27	97	53.75	2,532
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,085.62</b>	<b>51,142</b>	<b>1,085.62</b>	<b>51,142</b>	<b>165.86</b>	<b>1,567</b>	<b>48.61</b>	<b>459</b>	<b>214.46</b>	<b>2,026</b>	<b>1,128.63</b>	<b>53,167</b>

**TOTAL ESTIMATED  
 CONSTRUCTION COST:  
 \$53,000 M**



OCEANSIDE CAMPUS

# HEALTH EXPANSION

2 STORY

Total Limit of Work **20,000 GSF**

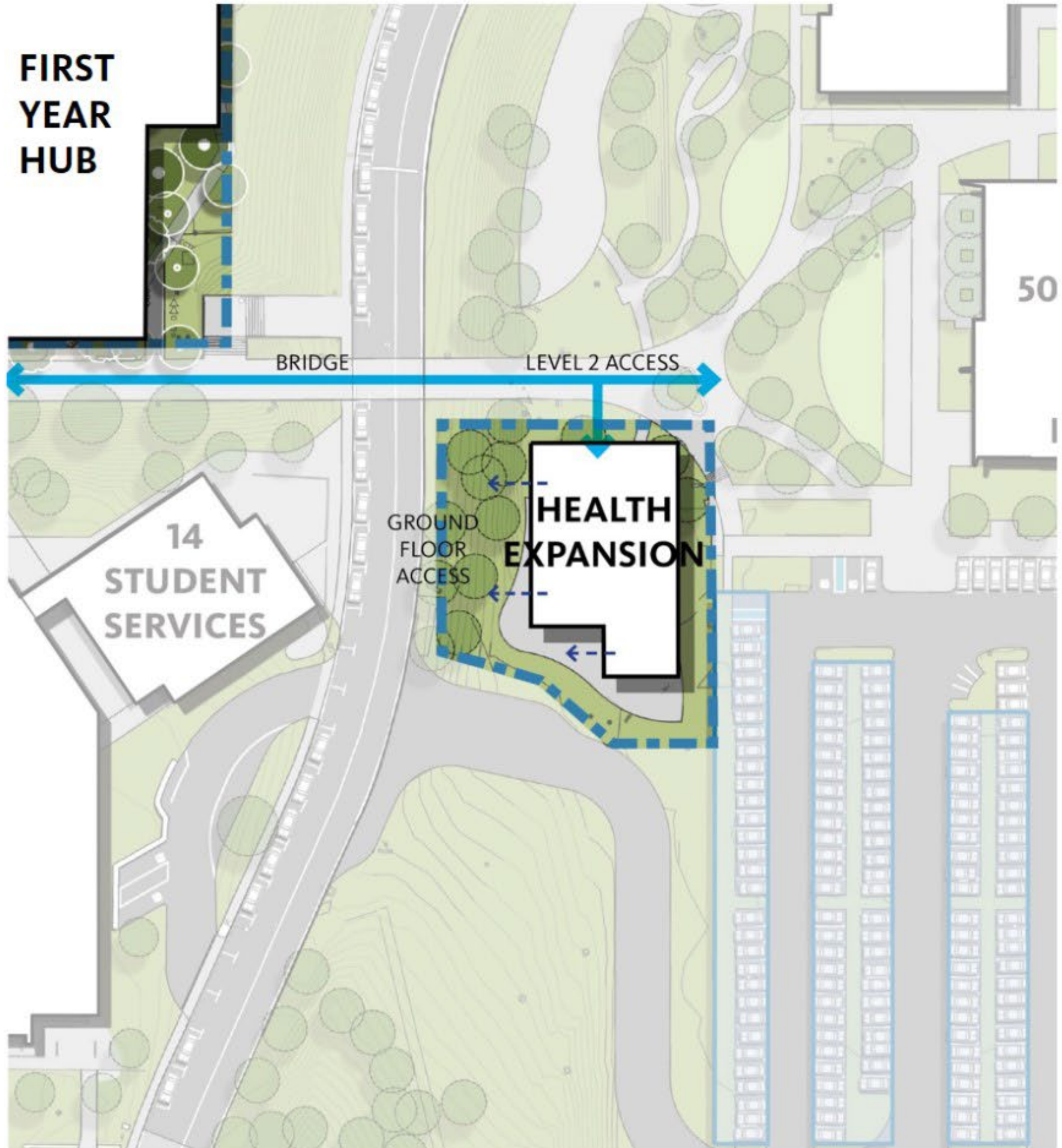
Total Building ASF **8,130 ASF**

Total Building GSF (65% EFFICIENCY) **12,508 GSF**

Site Work GSF **7,492 GSF**

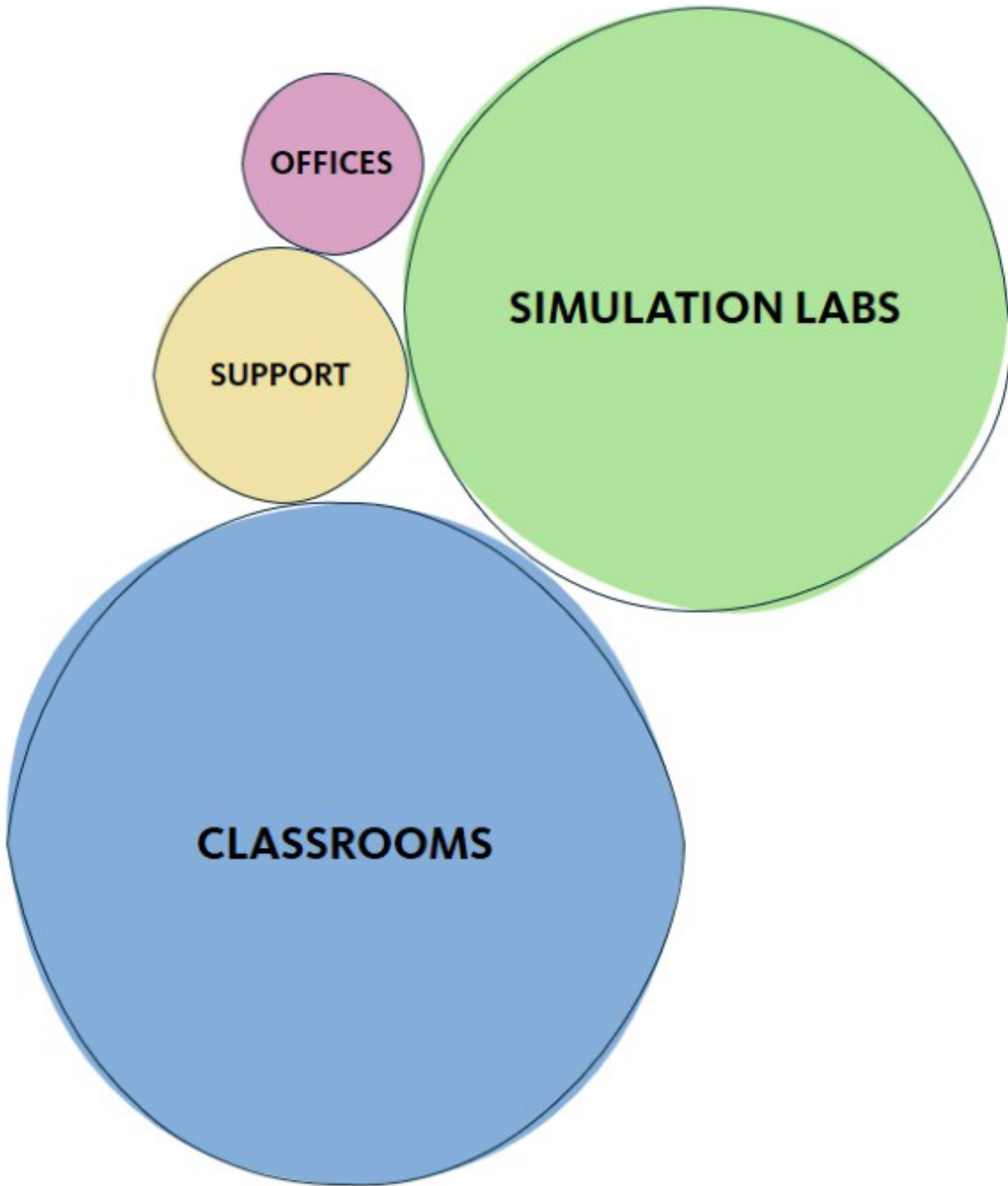
The new Health Expansion Building is envisioned as a strategic addition that enhances and supports the existing 4400 Health Building. Designed to meet growing program needs, the facility will provide expanded simulation labs, flexible classroom environments, and dedicated spaces for SIM-based instruction.

Positioned directly across from Student Services and adjacent to the Allied Health Building, the project strengthens key academic adjacencies and improves access to essential student resources. This intentional placement fosters connectivity between programs, creating a cohesive health sciences hub that supports collaboration, hands-on learning, and student success.





# HEALTH EXPANSION PROGRAM



Category	Description	Qty	SF/Unit	SF Total	Typ Headcount	Comments
<b>CLASSROOM</b>						
	Classroom - General Purpose	2	1,250	2,500	40	Pharm Tech, BMET (need adj space for equipment)
	SIM Classroom	2	550	1,100		
				<b>3,600</b>	<b>Subtotal</b>	
<b>LAB</b>						
	SIM Area	3	1,080	3,240	40	1 observation + 2 SIM areas
				<b>3,240</b>	<b>Subtotal</b>	
<b>OFFICE</b>						
	Manager/Lead/Faculty & Staff Offices	2	100	200	2	2 shared offices
	Shared Offices	1	140	140	2	
				<b>340</b>	<b>Subtotal</b>	
<b>OTHER</b>						
	Student Gathering / Waiting Space	1	150	150	12	Level 2 - outdoor
	Assignable Storage	1	800	800		
				<b>950</b>	<b>Subtotal</b>	
<b>BUILDING COMMONS</b>						
	Circulation					
	Building Services					
	Restrooms					
				<b>8,130</b>	<b>Total ASF</b>	
				<b>12,508</b>	<b>Total GSF (65% Efficiency)</b>	
<b>SITE</b>						
	Related Site Improvements					

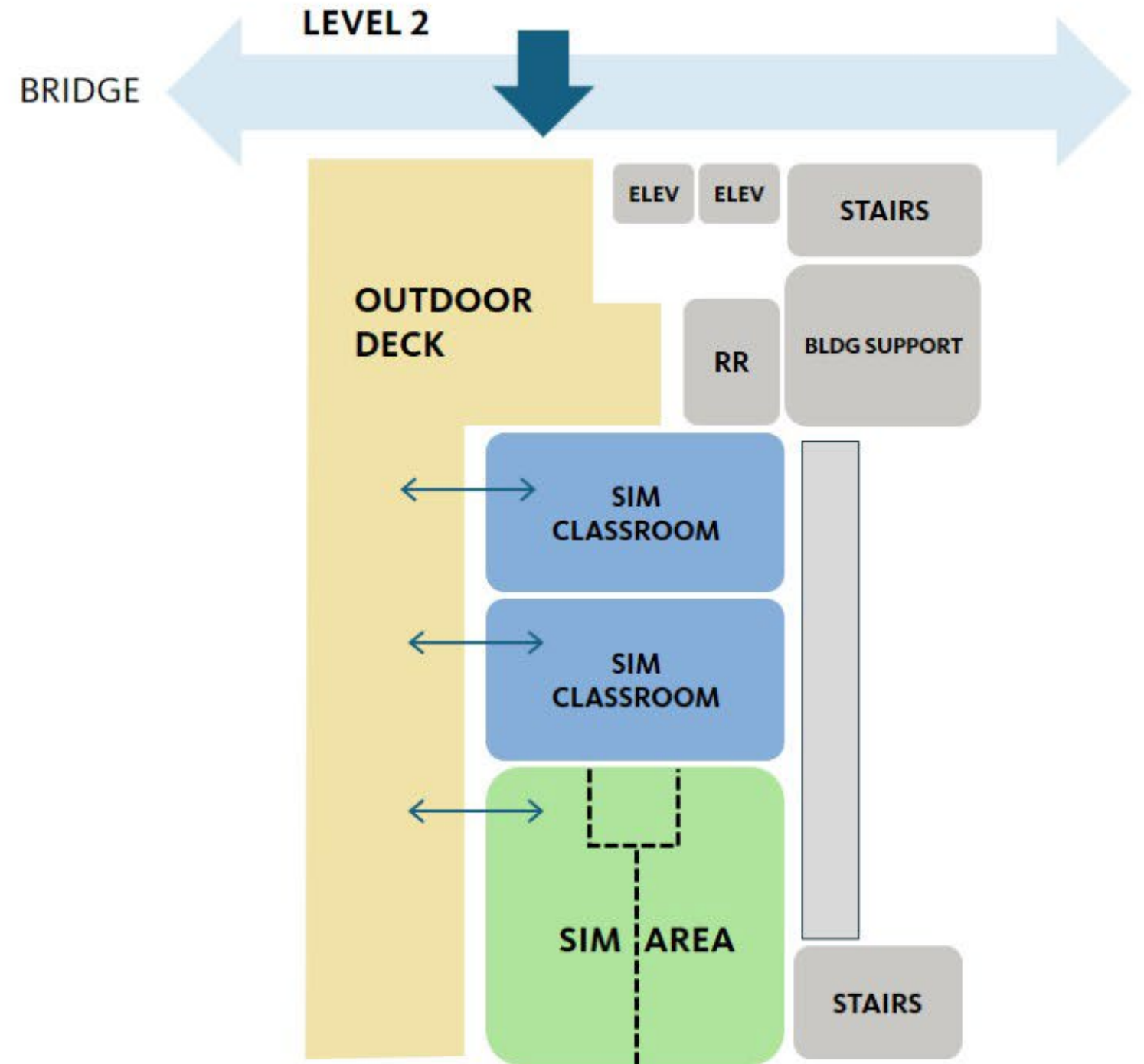
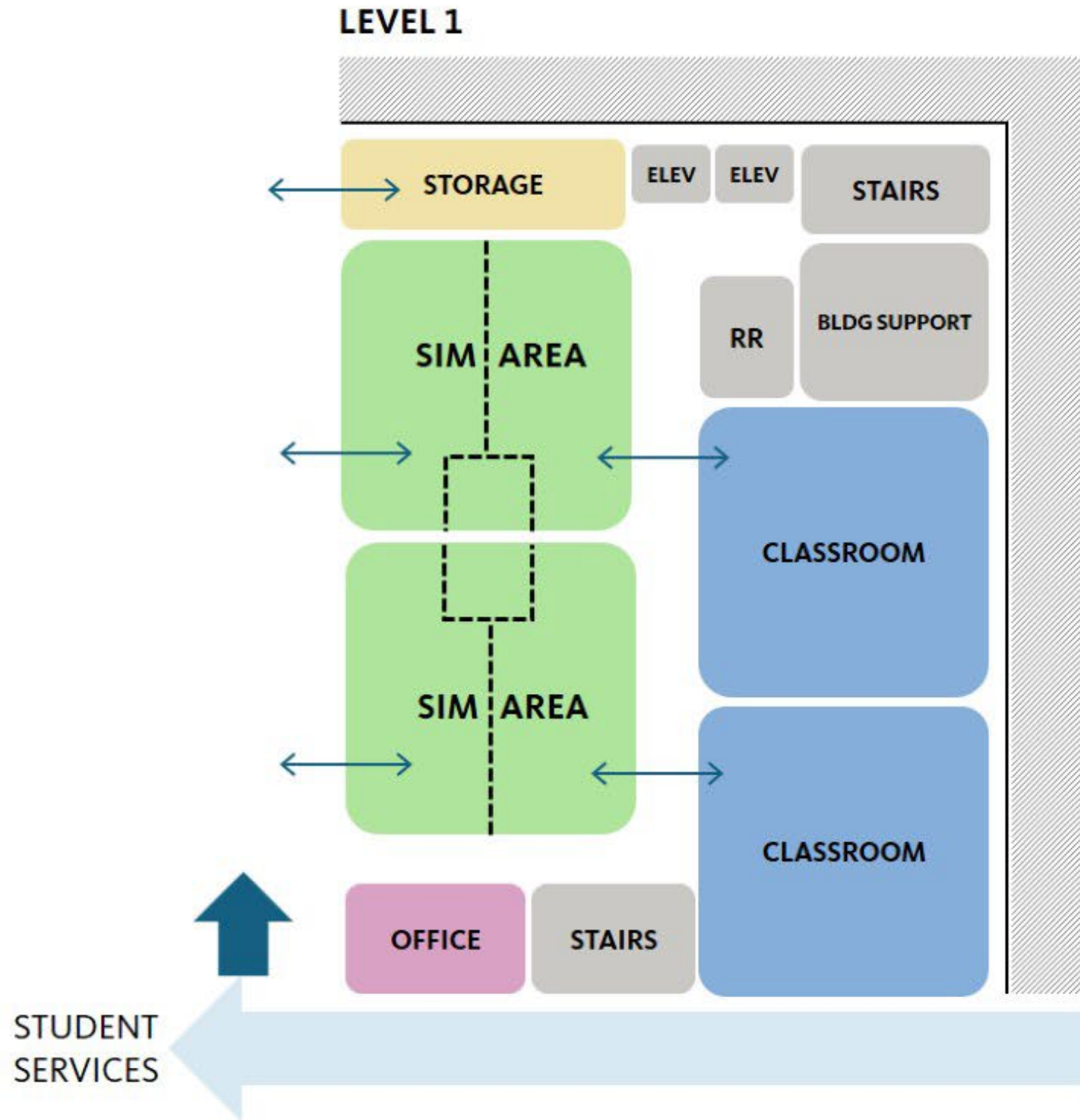
8,130	Total ASF
12,508	Total GSF (65% Efficiency)

20,000	Total Limit of Work
12,508	Total Building GSF
7,600	Ground Floor GSF (Building Footprint on site)
12,400	Site Work GSF



# HEALTH EXPANSION

## ADJACENCY DIAGRAM





OCEANSIDE CAMPUS  
**HEALTH EXPANSION**  
AERIAL VIEW





OCEANSIDE CAMPUS  
**HEALTH EXPANSION**  
ENTRY VIEW





# HEALTH EXPANSION CONSTRUCTION COST



	Health Expansion (Option A)											
	Building Construction				Sitework						Total Health Expansion (Option A)	
	2 Level Building		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		12,508 SF	
	12,508 SF	\$x1,000	12,508 SF	\$x1,000	13,746 SF	\$x1,000	13,746 SF	\$x1,000	13,746 SF	\$x1,000	12,508 SF	\$x1,000
	\$/SF		\$/SF		\$/SF		\$/SF		\$/SF		\$/SF	
<b>A SUBSTRUCTURE</b>												
A10 Foundations	58.35	730	58.35	730	-	-	-	-	-	-	58.35	730
A20 Basement Construction	43.41	543	43.41	543	-	-	-	-	-	-	43.41	543
<b>Subtotal</b>	<b>101.77</b>	<b>1,273</b>	<b>101.77</b>	<b>1,273</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>101.77</b>	<b>1,273</b>
<b>B SHELL</b>												
B10 Superstructure	86.45	1,081	86.45	1,081	-	-	-	-	-	-	86.45	1,081
B20 Exterior Enclosure	84.45	1,056	84.45	1,056	-	-	-	-	-	-	84.45	1,056
B30 Roofing	32.90	411	32.90	411	-	-	-	-	-	-	32.90	411
<b>Subtotal</b>	<b>203.80</b>	<b>2,549</b>	<b>203.80</b>	<b>2,549</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>203.80</b>	<b>2,549</b>
<b>C INTERIORS</b>												
C10 Interior Construction	53.20	665	53.20	665	-	-	-	-	-	-	53.20	665
C20 Stairs	5.46	68	5.46	68	-	-	-	-	-	-	5.46	68
C30 Interior Finishes	44.39	555	44.39	555	-	-	-	-	-	-	44.39	555
<b>Subtotal</b>	<b>103.04</b>	<b>1,289</b>	<b>103.04</b>	<b>1,289</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>103.04</b>	<b>1,289</b>
<b>D SERVICES</b>												
D10 Conveying	17.99	225	17.99	225	-	-	-	-	-	-	17.99	225
D20 Plumbing	50.00	625	50.00	625	-	-	-	-	-	-	50.00	625
D30 HVAC	100.00	1,251	100.00	1,251	-	-	-	-	-	-	100.00	1,251
D40 Fire Protection	10.00	125	10.00	125	-	-	-	-	-	-	10.00	125
D50 Electrical	110.00	1,376	110.00	1,376	-	-	-	-	-	-	110.00	1,376
<b>Subtotal</b>	<b>287.99</b>	<b>3,602</b>	<b>287.99</b>	<b>3,602</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>287.99</b>	<b>3,602</b>
<b>E EQUIPMENT AND FURNISHINGS</b>												
E10 Equipment	13.33	167	13.33	167	-	-	-	-	-	-	13.33	167
E20 Furnishings	21.48	269	21.48	269	-	-	-	-	-	-	21.48	269
<b>Subtotal</b>	<b>34.80</b>	<b>435</b>	<b>34.80</b>	<b>435</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>34.80</b>	<b>435</b>
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>												
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>G BUILDING SITEWORK</b>												
G10 Site Preparation	-	-	-	-	12.87	177	-	-	12.87	177	14.14	177
G20 Site Improvements	-	-	-	-	44.92	617	-	-	44.92	617	49.37	617
G30 Site Mechanical Utilities	-	-	-	-	-	-	18.00	247	18.00	247	19.78	247
G40 Site Electrical Utilities	-	-	-	-	10.00	137	12.00	165	22.00	302	24.18	302
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>67.79</b>	<b>932</b>	<b>30.00</b>	<b>412</b>	<b>97.79</b>	<b>1,344</b>	<b>107.47</b>	<b>1,344</b>
<b>Subtotal Direct Cost</b>	<b>731.40</b>	<b>9,148</b>	<b>731.40</b>	<b>9,148</b>	<b>67.79</b>	<b>932</b>	<b>30.00</b>	<b>412</b>	<b>97.79</b>	<b>1,344</b>	<b>838.87</b>	<b>10,493</b>
Contingency for Development of Design	20.00%	146.31	1,830	146.31	1,830	13.53	186	5.97	82	19.50	268	2,098
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	87.78	1,098	87.78	1,098	8.15	112	3.56	49	11.71	161	1,259
Program Contingency	10.00%	96.58	1,208	96.58	1,208	8.95	123	3.93	54	12.88	177	1,385
<b>Subtotal Direct Cost</b>	<b>1,062.07</b>	<b>13,284</b>	<b>1,062.07</b>	<b>13,284</b>	<b>98.42</b>	<b>1,353</b>	<b>43.46</b>	<b>597</b>	<b>141.87</b>	<b>1,950</b>	<b>1,217.99</b>	<b>15,235</b>
Construction Contingency	5.00%	53.09	664	53.09	664	4.95	68	2.18	30	7.13	98	762
General Conditions & General Requirements	12.00%	133.83	1,674	133.83	1,674	12.37	170	5.46	75	17.82	245	1,919
Bonds and Insurance	2.50%	31.26	391	31.26	391	2.91	40	1.31	18	4.22	58	449
Design-Build Fees	6.00%	76.83	961	76.83	961	7.13	98	3.13	43	10.26	141	1,102
Contractor's Overhead & Profit or Fee	5.00%	67.88	849	67.88	849	6.26	86	2.76	38	9.02	124	973
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,424.96</b>	<b>17,823</b>	<b>1,424.96</b>	<b>17,823</b>	<b>132.02</b>	<b>1,815</b>	<b>58.30</b>	<b>801</b>	<b>190.32</b>	<b>2,616</b>	<b>20,440</b>

**TOTAL ESTIMATED  
CONSTRUCTION COST:  
\$20,500 M**



OCEANSIDE CAMPUS

# ARTS EXPANSION

2 STORY

Total Limit of Work **34,000 GSF**

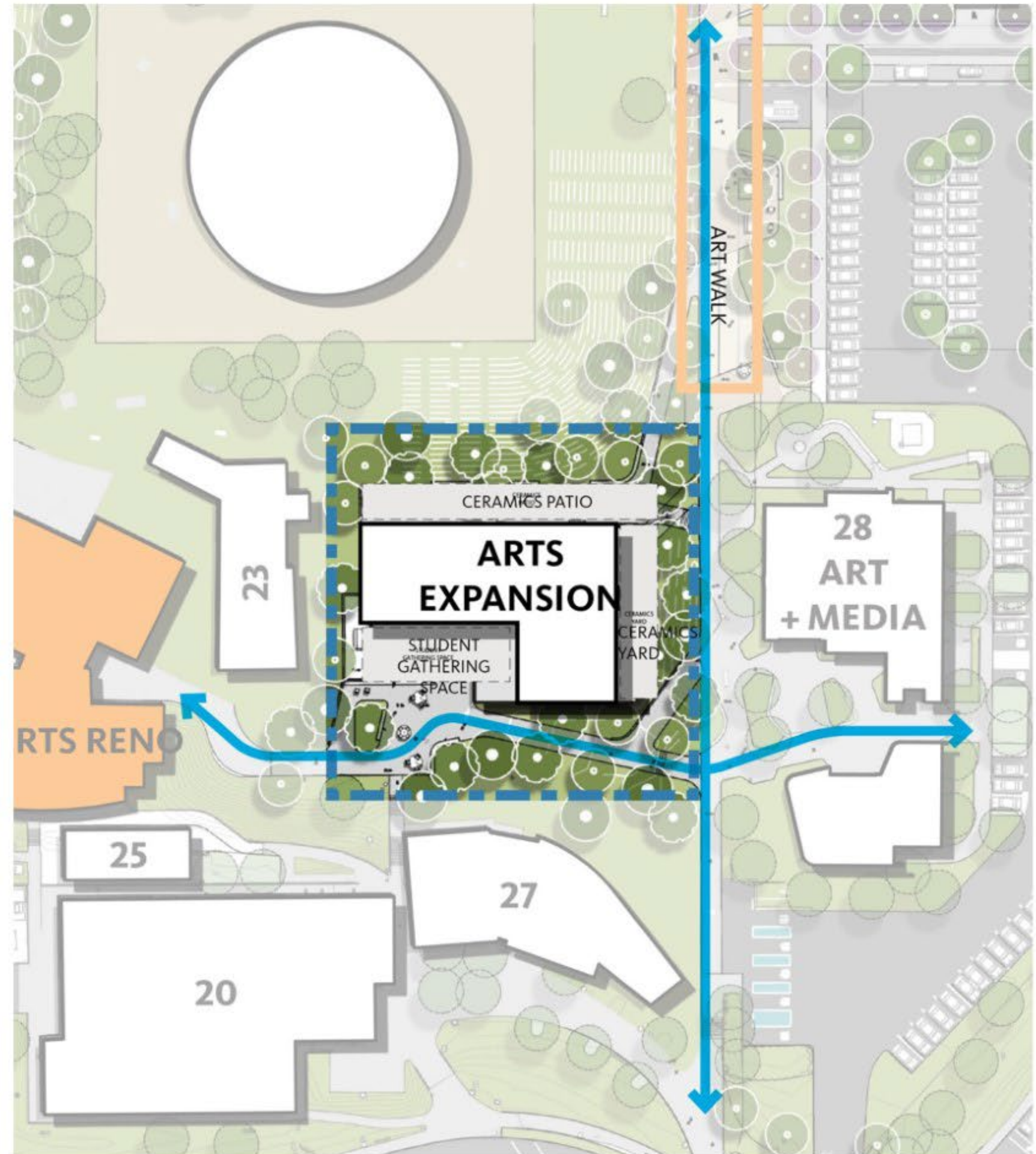
Total Building ASF **10,765 ASF**

Total Building GSF (65% EFFICIENCY) **16,562 GSF**

Site Work GSF **23,131 GSF**

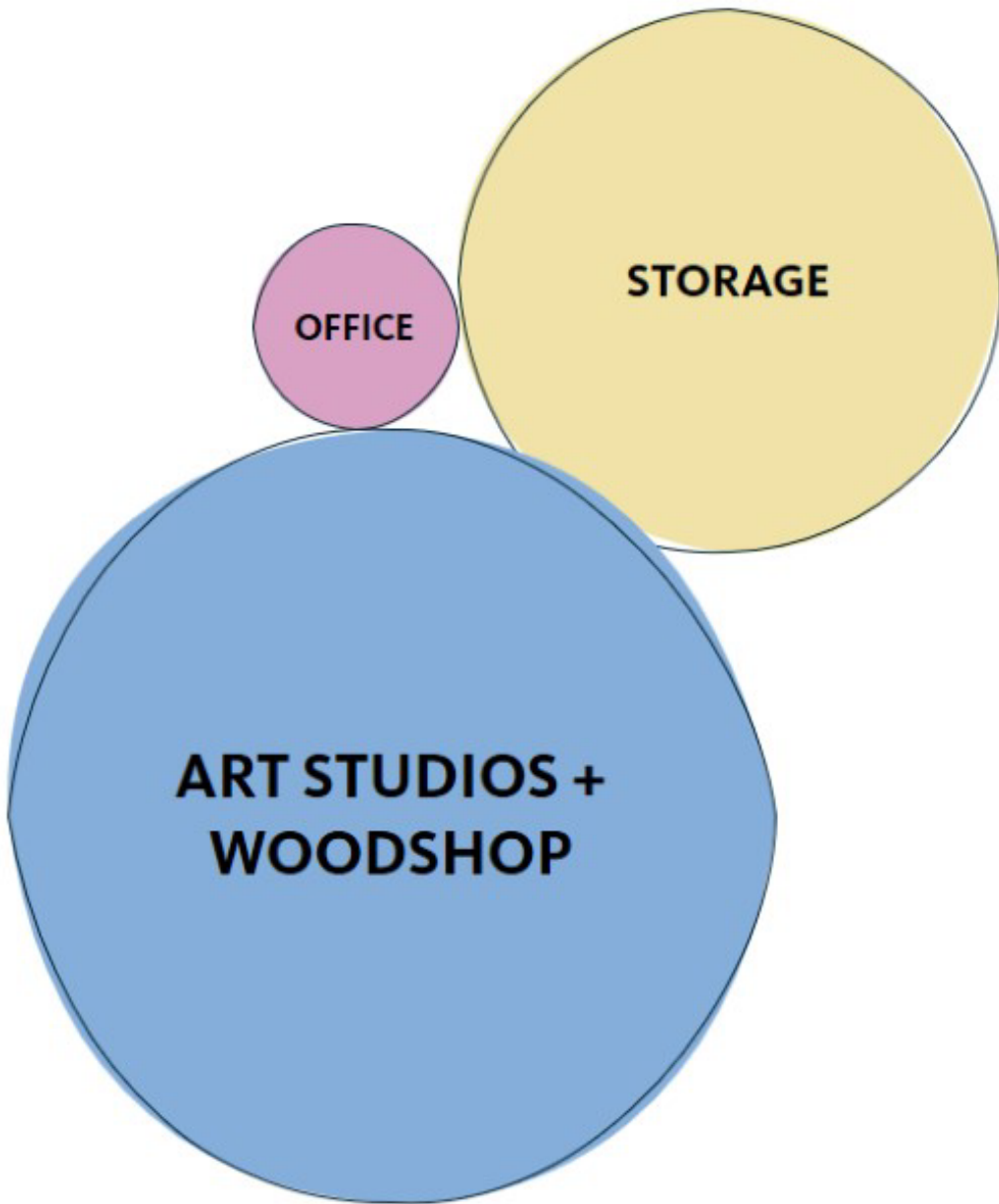
The new Arts Expansion Building will strengthen the campus Arts Hub by providing much-needed space to support evolving program demands and replace aging facilities. Designed as a key component of the college's creative ecosystem, the building will offer flexible, modern environments that foster artistic exploration and interdisciplinary collaboration.

Strategically located along the North-South Arts Walk spine, the facility will serve as both a destination and a connector—celebrating the arts while enhancing campus connectivity. Its placement reinforces the Arts Walk as a vibrant, visible corridor, promoting interaction, showcasing creative work, and strengthening collaboration across disciplines.





# ARTS EXPANSION PROGRAM



Category	Description	Qty	SF/Unit	SF Total	Typ Headcount	Comments
<b>CLASSROOM</b>						
	Ceramics Classroom	1	2,200	2,200	30	
	Ceramics Glaze Room	1	215	215	30	
	Woodshop	1	2,500	2,500	25	Critiques, projection requirements
	Painting	1	2,000	2,000	30	adjacent to service/storage space, natural light
	Painting Storage	1	200	200		
	Printmaking Studio	1	1,500	1,500	24	existing printmaking becomes storage
	Class Lab Service	2	120	240	2	Serves ceramics lab + woodshop
				<b>8,855</b>	<b>Subtotal</b>	

<b>OFFICE</b>						
	Manager/Lead/Faculty & Staff Offices	2	100	200	1	ceramics, woodshop
	Workstation	3	70	210	1	printmaking, ceramics, woodshop tech
				<b>410</b>	<b>Subtotal</b>	

<b>OTHER</b>						
	Office Storage	1	200	200		services office and woodshop
	Assignable Art Storage (Warehouse)	1	500	500		roller doors to outside (2600 replacement), delivery & waste collection area, hub for art supplies/storage (1) office to be adjacent to this storage and eliminate the wk station in the woodshop
	Art Storage	1	800	800		CLC (Bldg C) 137A+B climate control
				<b>1500</b>	<b>Subtotal</b>	

<b>BUILDIN</b>						
	Circulation					
	Building Services					
	Restrooms					

10,765	Total ASF
16,562	Total GSF (65% Efficiency)
10,869	Ground Floor GSF (Building Footprint on site)

<b>SITE</b>						
	Site Improvements	1	16,231	16,231		Landscape, circulation, general improvements
	Ceramics Patio	1	2200	2200		Gathering / Working / Spray booth/
	Ceramics Yard	1	3000	3000		Foundry + Kiln
	Student Gathering Space	1	1700	1700		

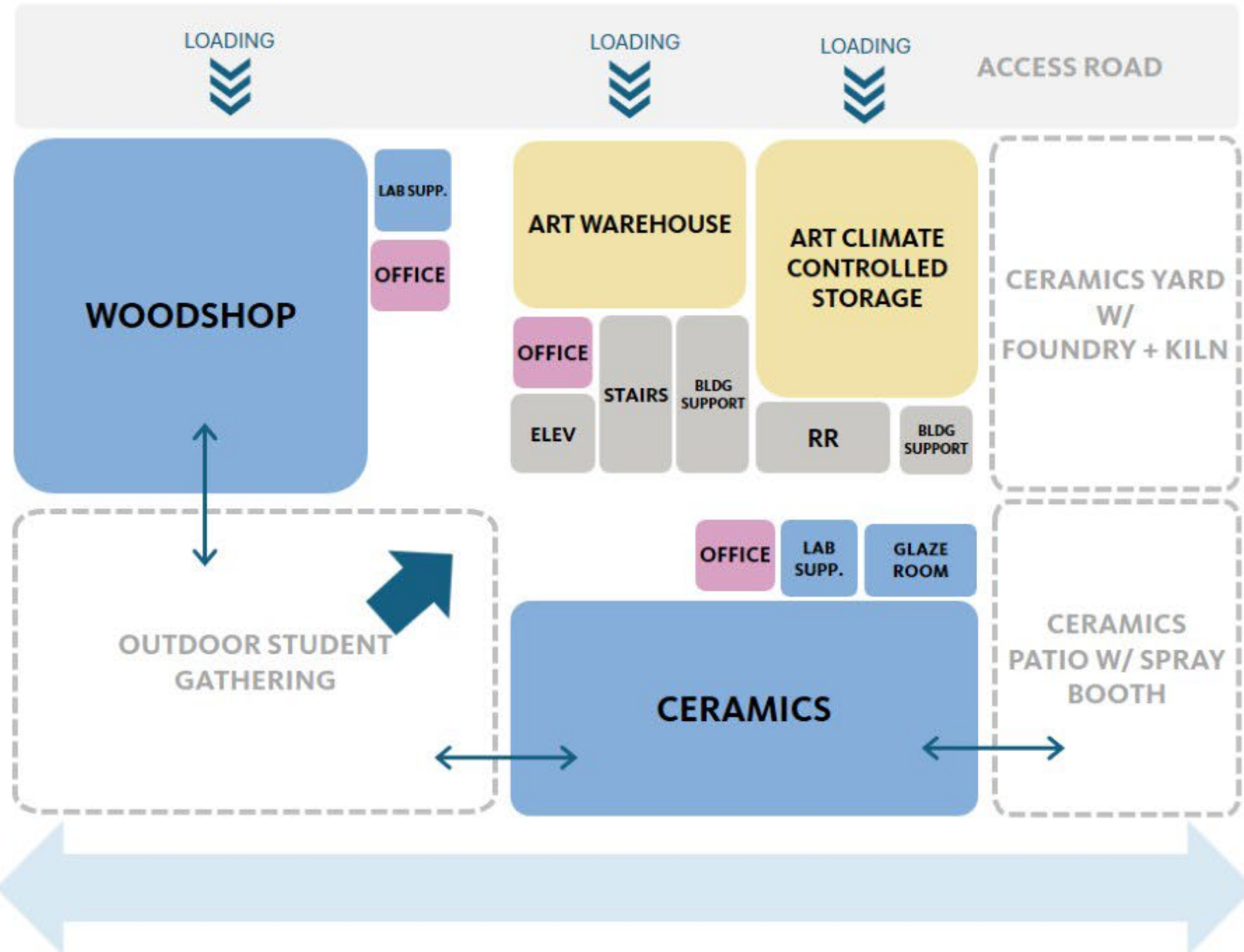
23,131	Site Work GSF
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<b>34,000</b>	<b>Total Limit of Work</b>
<b>16,562</b>	<b>Total Building GSF</b>
<b>10,869</b>	<b>Ground Floor GSF (Building Footprint on site)</b>
<b>23,131</b>	<b>Site Work GSF</b>

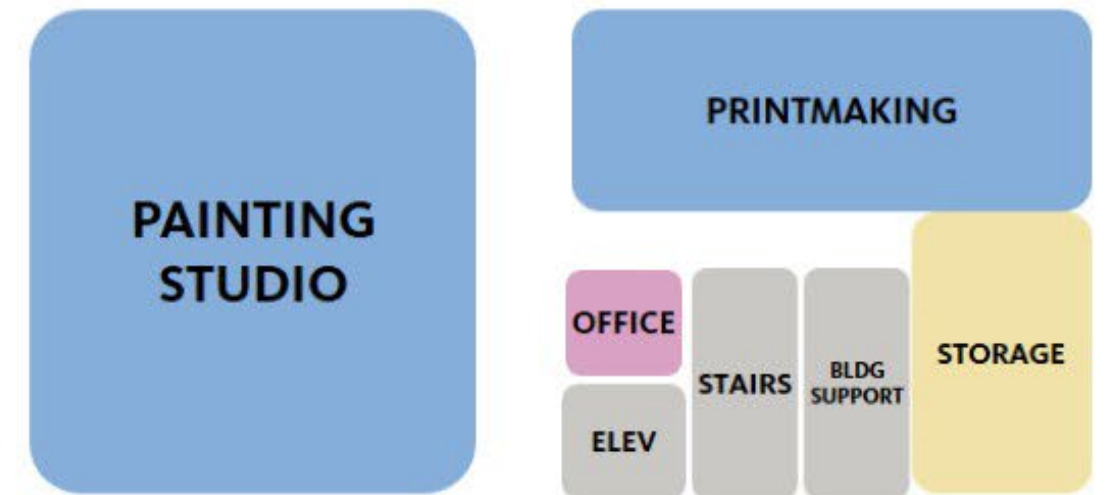
# ARTS EXPANSION

## ADJACENCY DIAGRAM

### LEVEL 1



### LEVEL 2





OCEANSIDE CAMPUS  
**ARTS EXPANSION**  
 CONSTRUCTION COST



	Arts Expansion												
	Building Construction				Sitework								
	Building Construction		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		16,562 SF		
	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	\$/SF	\$x1,000	
<b>A SUBSTRUCTURE</b>													
A10 Foundations	61.55	1,019	61.55	1,019	-	-	-	-	-	-	61.55	1,019	
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>61.55</b>	<b>1,019</b>	<b>61.55</b>	<b>1,019</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>61.55</b>	<b>1,019</b>	
<b>B SHELL</b>													
B10 Superstructure	86.17	1,427	86.17	1,427	-	-	-	-	-	-	86.17	1,427	
B20 Exterior Enclosure	94.52	1,565	94.52	1,565	-	-	-	-	-	-	94.52	1,565	
B30 Roofing	40.55	672	40.55	672	-	-	-	-	-	-	40.55	672	
<b>Subtotal</b>	<b>221.24</b>	<b>3,664</b>	<b>221.24</b>	<b>3,664</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>221.24</b>	<b>3,664</b>	
<b>C INTERIORS</b>													
C10 Interior Construction	50.90	843	50.90	843	-	-	-	-	-	-	50.90	843	
C20 Stairs	4.12	68	4.12	68	-	-	-	-	-	-	4.12	68	
C30 Interior Finishes	48.35	801	48.35	801	-	-	-	-	-	-	48.35	801	
<b>Subtotal</b>	<b>103.38</b>	<b>1,712</b>	<b>103.38</b>	<b>1,712</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>103.38</b>	<b>1,712</b>	
<b>D SERVICES</b>													
D10 Conveying	13.59	225	13.59	225	-	-	-	-	-	-	13.59	225	
D20 Plumbing	35.00	580	35.00	580	-	-	-	-	-	-	35.00	580	
D30 HVAC	70.00	1,159	70.00	1,159	-	-	-	-	-	-	70.00	1,159	
D40 Fire Protection	10.00	166	10.00	166	-	-	-	-	-	-	10.00	166	
D50 Electrical	85.00	1,408	85.00	1,408	-	-	-	-	-	-	85.00	1,408	
<b>Subtotal</b>	<b>213.59</b>	<b>3,537</b>	<b>213.59</b>	<b>3,537</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>213.59</b>	<b>3,537</b>	
<b>E EQUIPMENT AND FURNISHINGS</b>													
E10 Equipment	19.53	323	19.53	323	-	-	-	-	-	-	19.53	323	
E20 Furnishings	17.67	293	17.67	293	-	-	-	-	-	-	17.67	293	
<b>Subtotal</b>	<b>37.20</b>	<b>616</b>	<b>37.20</b>	<b>616</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>37.20</b>	<b>616</b>	
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>													
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>G BUILDING SITEWORK</b>													
G10 Site Preparation	-	-	-	-	12.99	301	-	-	12.99	301	18.15	301	
G20 Site Improvements	-	-	-	-	55.76	1,290	-	-	55.76	1,290	77.87	1,290	
G30 Site Mechanical Utilities	-	-	-	-	-	-	15.00	347	15.00	347	20.95	347	
G40 Site Electrical Utilities	-	-	-	-	10.00	231	10.00	231	20.00	463	27.93	463	
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>78.76</b>	<b>1,822</b>	<b>25.00</b>	<b>578</b>	<b>103.76</b>	<b>2,400</b>	<b>144.90</b>	<b>2,400</b>	
<b>Subtotal Direct Cost</b>	<b>636.95</b>	<b>10,549</b>	<b>636.95</b>	<b>10,549</b>	<b>78.76</b>	<b>1,822</b>	<b>25.00</b>	<b>578</b>	<b>103.76</b>	<b>2,400</b>	<b>781.86</b>	<b>12,949</b>	
Contingency for Development of Design	20.00%	127.40	2,110	127.40	2,110	15.74	364	5.02	116	20.75	480	156.38	2,590
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	76.44	1,266	76.44	1,266	9.47	219	2.98	69	12.45	288	93.83	1,554
Program Contingency	10.00%	84.11	1,393	84.11	1,393	10.38	240	3.29	76	13.66	316	103.19	1,709
<b>Subtotal Direct Cost</b>	<b>924.90</b>	<b>15,318</b>	<b>924.90</b>	<b>15,318</b>	<b>114.34</b>	<b>2,645</b>	<b>36.28</b>	<b>839</b>	<b>150.62</b>	<b>3,484</b>	<b>1,135.25</b>	<b>18,802</b>	
Construction Contingency	5.00%	46.25	766	46.25	766	5.71	132	1.82	42	7.52	174	56.76	940
General Conditions & General Requirements	12.00%	116.53	1,930	116.53	1,930	14.40	333	4.58	106	18.98	439	143.04	2,369
Bonds and Insurance	2.50%	27.17	450	27.17	450	3.37	78	1.08	25	4.45	103	33.39	553
Design-Build Fees	6.00%	66.90	1,108	66.90	1,108	8.26	191	2.64	61	10.89	252	82.12	1,360
Contractor's Overhead & Profit or Fee	5.00%	59.11	979	59.11	979	7.31	169	2.33	54	9.64	223	72.58	1,202
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,240.87</b>	<b>20,551</b>	<b>1,240.87</b>	<b>20,551</b>	<b>153.38</b>	<b>3,548</b>	<b>48.74</b>	<b>1,127</b>	<b>202.11</b>	<b>4,675</b>	<b>1,523.13</b>	<b>25,226</b>

**TOTAL ESTIMATED  
 CONSTRUCTION COST:  
 \$25,500 M**



## ADMINISTRATIVE SERVICES AND OPERATIONS

2 STORY

Total Limit of Work **71,000 GSF**

Total Building ASF **17,690 ASF**

Total Building GSF (65% EFFICIENCY) **25,271 GSF**

Site Work GSF **51,557 GSF**

The proposed Business and Operations Complex will consolidate key operational functions into a purpose-built facility located on the west side of campus, outside the academic core. Sited below the main campus plateau, the project reclaims an underutilized parking area to create a more efficient and strategically organized service zone.

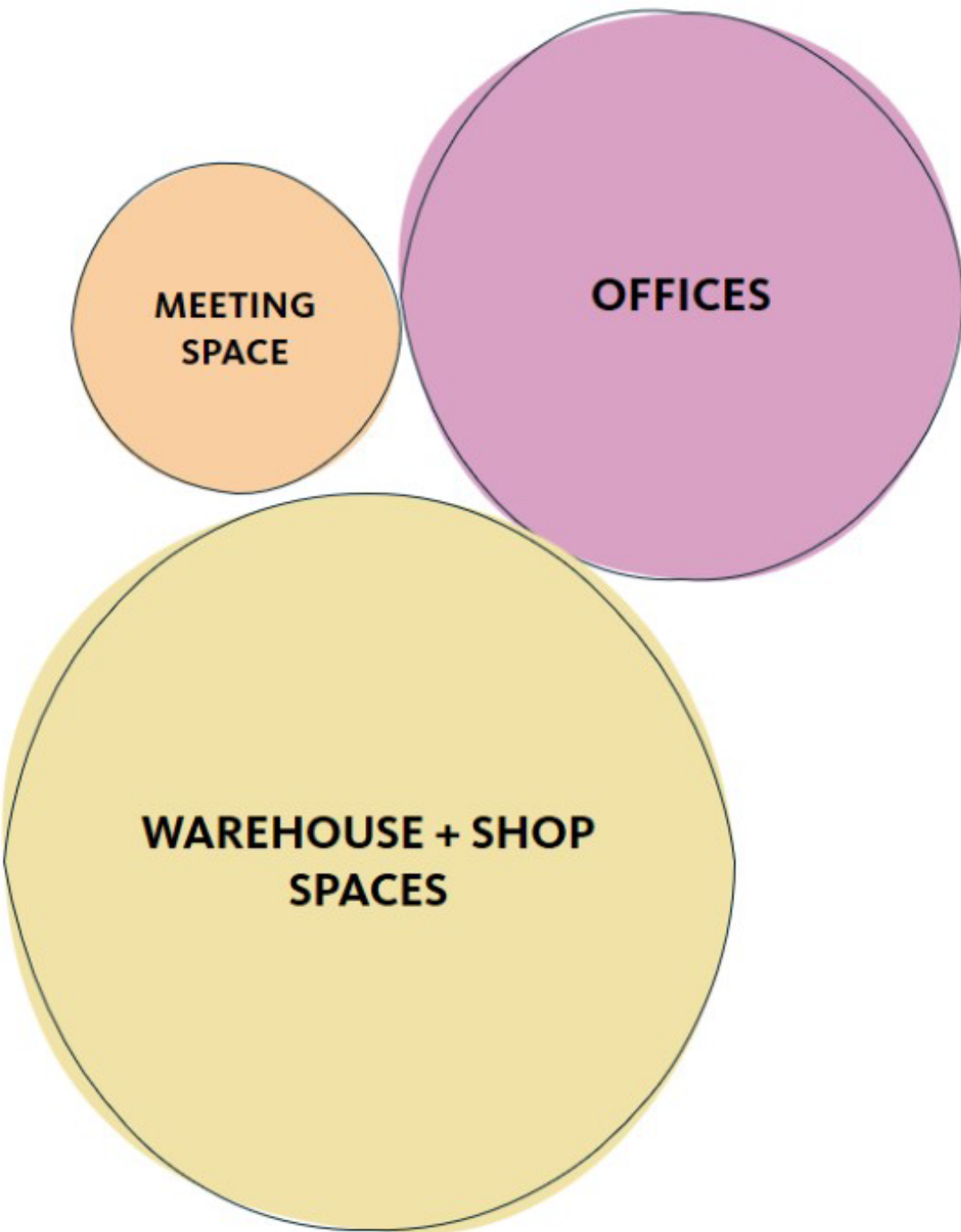
The new complex will bring together functions currently housed in the 4000 Building, along with warehouse and storage uses dispersed across under-performing or temporary facilities. In addition, it will provide dedicated office space for Administrative Services staff, supporting improved coordination and daily operations.

By centralizing these essential services, the project enhances operational efficiency while freeing up valuable space within the campus core for student-focused programs and future growth.





# ADMINISTRATIVE SERVICES AND OPERATIONS PROGRAM



Category	Description	Qty	SF/Unit	SF Total	Typ Headcount	Comments
OFFICE	VPAS	1	200	200	1	
	Purchasing Director	1	160	160	1	
	Finance Director	1	160	160	1	
	Facilities Director	1	160	160	1	
	Contractor Offices	4	100	400	1	
	Manager/Supervisor Office	7	100	700	1	2 PC+MM, 3 facilities, 1 admin services, 1 fiscal,
	Shared Offices		140	0	2	
	Admin Services Workstations (Staff)	1	70	70	1	
	Fiscal Workstations (Staff)	10	70	700	1	
	PC + MM Workstations (Staff)	7	70	490	1	2 warehouse, 1 contracts
	Facilities Workstations (Maintenance)	12	70	840	1	2 custodial, 8 maintenance, 1 grounds lead, 1 facilities admin
	Facilities Workstations (Grounds)	14	40	560	1	
				<b>4,440</b>	<b>Subtotal</b>	

STUDY / COLLABORATION						
	Large Conference Room	1	1000	1000	50	
	Medium Conference Room	1	300	300	12	
	Small Conference Room	2	150	300	4	
				<b>1600</b>	<b>Subtotal</b>	

OTHER						
	Transportation Shop	1	800	800	Varies	room for 1 vehicle and lift
	Maintenance Shop	1	800	800		Includes key room
	Warehouse	1	8000	8000		Include record retention, facilities storage (hi-bay space), custodial storage, IT
	Mail Center	1	250	250		adjacent to warehouse
	Facilities Break Room	1	500	500	8 workstations	shared touchdown space for custodial (level 1)
	Break Room	1	250	250		level 2
	Copy/Work Room	1	250	250		mail boxes for staff (11)
	Showers + Lockers	2	400	800		for grounds and maintenance
				<b>11650</b>	<b>Subtotal</b>	

# ADMINISTRATIVE SERVICES AND OPERATIONS PROGRAM



## BUILDING COMMONS

Circulation				
Building Services				
Restrooms				

17,690	Total ASF
25,271	Total GSF (70% Efficiency)
19,443	Ground Floor GSF (Building Footprint on site)

## SITE

Site Improvements	1	12,028	12028.1	
Electric Carts	75	100	7500	
Utility Vehicles	5	140	700	
Pickup/Service Trucks	23	325	7475	
Forklifts	6	150	900	
Trailers	8	250	2000	
Large Equipment	35	276	9660	

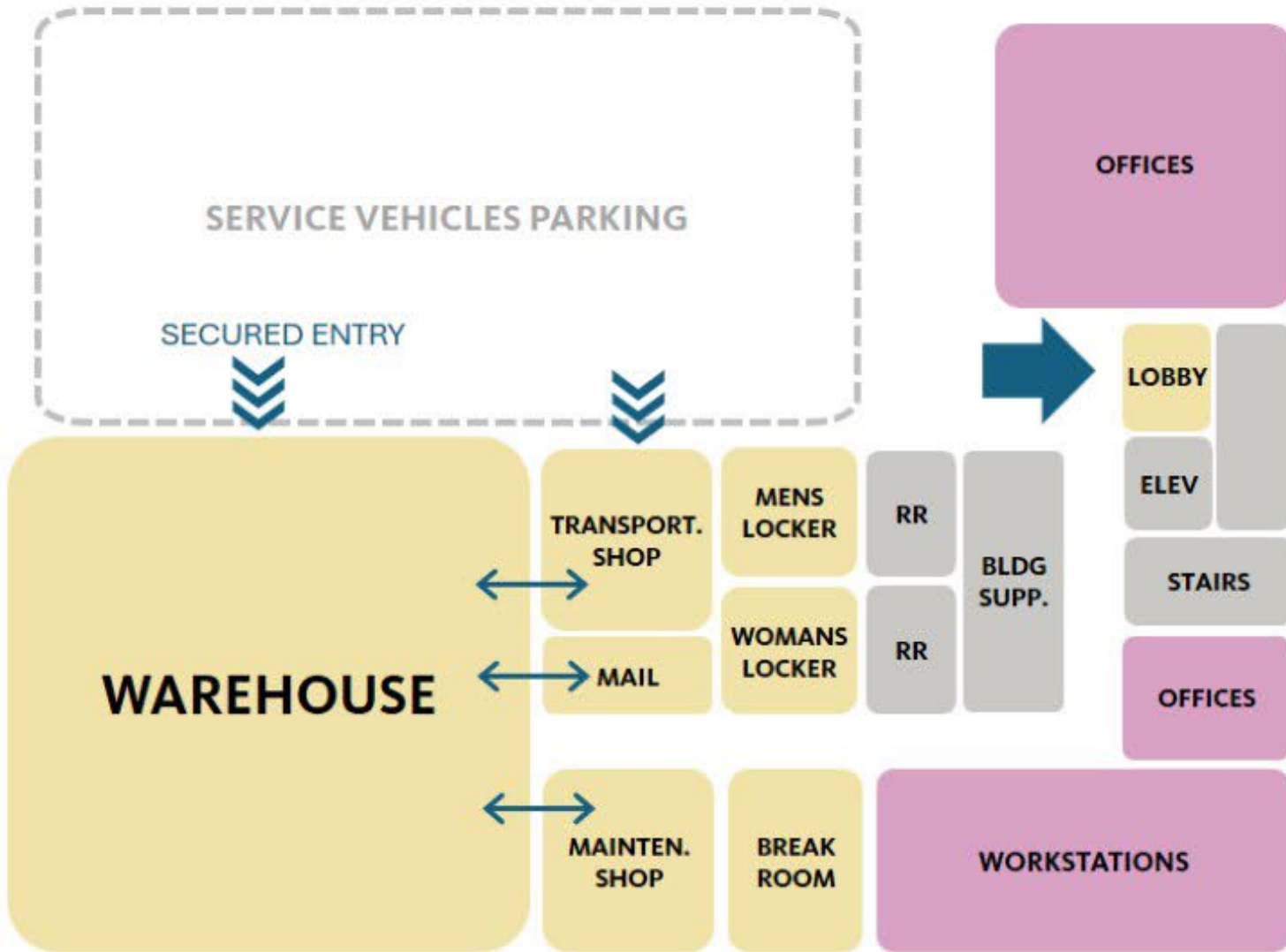
28,235	Grounds SF
39,529	Grounds GSF (40% Circulation)
51,557	Site Work GSF

<b>71,000</b>	<b>Total Limit of Work</b>
<b>25,271</b>	<b>Total Building GSF</b>
<b>19,443</b>	<b>Ground Floor GSF (Building Footprint on site)</b>
<b>51,557</b>	<b>Site Work GSF</b>

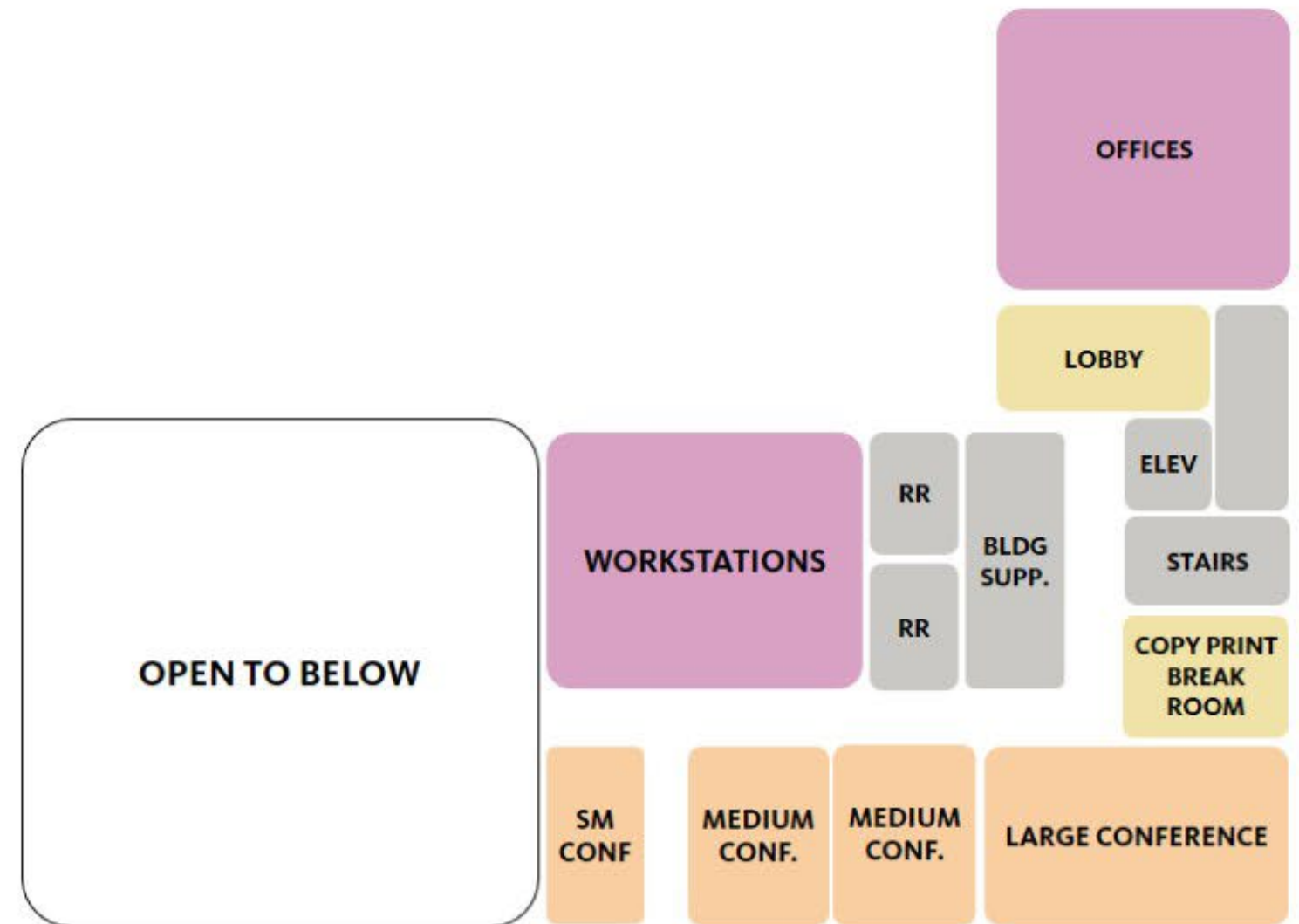


# ADMINISTRATIVE SERVICES AND OPERATIONS ADJACENCY DIAGRAM

ADJACENCY DIAGRAM



LEVEL 1



LEVEL 2

# ADMINISTRATIVE SERVICES AND OPERATIONS

## CONSTRUCTION COST



	Administrative Services and Operations												
	Building Construction				Sitework				Total Facilities, MOP				
	Building Construction		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework		25,272 SF		
	25,272 SF	\$x1,000	25,272 SF	\$x1,000	51,557 SF	\$x1,000	51,557 SF	\$x1,000	51,557 SF	\$x1,000	\$/SF	\$x1,000	
<b>A SUBSTRUCTURE</b>													
A10 Foundations	63.73	1,611	63.73	1,611	-	-	-	-	-	-	63.73	1,611	
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>63.73</b>	<b>1,611</b>	<b>63.73</b>	<b>1,611</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>63.73</b>	<b>1,611</b>	
<b>B SHELL</b>													
B10 Superstructure	81.00	2,047	81.00	2,047	-	-	-	-	-	-	81.00	2,047	
B20 Exterior Enclosure	83.27	2,104	83.27	2,104	-	-	-	-	-	-	83.27	2,104	
B30 Roofing	40.28	1,018	40.28	1,018	-	-	-	-	-	-	40.28	1,018	
<b>Subtotal</b>	<b>204.56</b>	<b>5,170</b>	<b>204.56</b>	<b>5,170</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>204.56</b>	<b>5,170</b>	
<b>C INTERIORS</b>													
C10 Interior Construction	46.85	1,184	46.85	1,184	-	-	-	-	-	-	46.85	1,184	
C20 Stairs	2.70	68	2.70	68	-	-	-	-	-	-	2.70	68	
C30 Interior Finishes	40.58	1,025	40.58	1,025	-	-	-	-	-	-	40.58	1,025	
<b>Subtotal</b>	<b>90.13</b>	<b>2,278</b>	<b>90.13</b>	<b>2,278</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90.13</b>	<b>2,278</b>	
<b>D SERVICES</b>													
D10 Conveying	8.90	225	8.90	225	-	-	-	-	-	-	8.90	225	
D20 Plumbing	35.00	885	35.00	885	-	-	-	-	-	-	35.00	885	
D30 HVAC	70.00	1,769	70.00	1,769	-	-	-	-	-	-	70.00	1,769	
D40 Fire Protection	10.00	253	10.00	253	-	-	-	-	-	-	10.00	253	
D50 Electrical	85.00	2,148	85.00	2,148	-	-	-	-	-	-	85.00	2,148	
<b>Subtotal</b>	<b>208.90</b>	<b>5,279</b>	<b>208.90</b>	<b>5,279</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>208.90</b>	<b>5,279</b>	
<b>E EQUIPMENT AND FURNISHINGS</b>													
E10 Equipment	7.50	190	7.50	190	-	-	-	-	-	-	7.50	190	
E20 Furnishings	7.50	190	7.50	190	-	-	-	-	-	-	7.50	190	
<b>Subtotal</b>	<b>15.00</b>	<b>379</b>	<b>15.00</b>	<b>379</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15.00</b>	<b>379</b>	
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>													
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>G BUILDING SITEWORK</b>													
G10 Site Preparation	-	-	-	-	12.21	629	-	-	12.21	629	24.90	629	
G20 Site Improvements	-	-	-	-	25.30	1,305	-	-	25.30	1,305	51.62	1,305	
G30 Site Mechanical Utilities	-	-	-	-	-	-	15.00	773	15.00	773	30.60	773	
G40 Site Electrical Utilities	-	-	-	-	10.00	516	10.00	516	20.00	1,031	40.80	1,031	
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>47.51</b>	<b>2,449</b>	<b>25.00</b>	<b>1,289</b>	<b>72.51</b>	<b>3,738</b>	<b>147.93</b>	<b>3,738</b>	
<b>Subtotal Direct Cost</b>	<b>582.33</b>	<b>14,717</b>	<b>582.33</b>	<b>14,717</b>	<b>47.51</b>	<b>2,449</b>	<b>25.00</b>	<b>1,289</b>	<b>72.51</b>	<b>3,738</b>	<b>730.25</b>	<b>18,455</b>	
Contingency for Development of Design	20.00%	116.45	2,943	116.45	2,943	9.50	490	5.00	258	14.51	748	146.05	3,691
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	69.88	1,766	69.88	1,766	5.70	294	3.01	155	8.71	449	87.65	2,215
Program Contingency	10.00%	76.88	1,943	76.88	1,943	6.26	323	3.30	170	9.56	493	96.39	2,436
<b>Subtotal Direct Cost</b>	<b>845.54</b>	<b>21,369</b>	<b>845.54</b>	<b>21,369</b>	<b>68.98</b>	<b>3,556</b>	<b>36.31</b>	<b>1,872</b>	<b>105.29</b>	<b>5,428</b>	<b>1,060.34</b>	<b>26,797</b>	
Construction Contingency	5.00%	42.26	1,068	42.26	1,068	3.45	178	1.82	94	5.28	272	53.02	1,340
General Conditions & General Requirements	12.00%	106.52	2,692	106.52	2,692	8.69	448	4.58	236	13.27	684	133.59	3,376
Bonds and Insurance	2.50%	24.85	628	24.85	628	2.04	105	1.07	55	3.10	160	31.18	788
Design-Build Fees	6.00%	61.13	1,545	61.13	1,545	4.98	257	2.62	135	7.60	392	76.65	1,937
Contractor's Overhead & Profit or Fee	5.00%	54.01	1,365	54.01	1,365	4.40	227	2.33	120	6.73	347	67.74	1,712
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,134.32</b>	<b>28,667</b>	<b>1,134.32</b>	<b>28,667</b>	<b>92.55</b>	<b>4,771</b>	<b>48.72</b>	<b>2,512</b>	<b>141.27</b>	<b>7,283</b>	<b>1,422.52</b>	<b>35,950</b>

**TOTAL ESTIMATED CONSTRUCTION COST:**  
**\$36,000 M**



# OCEANSIDE CAMPUS

## BUILDING + SITE RENOVATIONS

### Renovations + Site Projects

4400 (Health)	3,885
Building 3400 (Student Center)	8,200
Building 2200 (Arts)	2,300
Crosswalk Reno	4,000
Art Walk Reno	9,000
Volleyball Seating	4,600
Track and Field Bleachers	10,500
Athletic Fields	65,000
Additional Parking	70,000

TOTAL CONSTRUCTION COST:  
**BUILDING RENOVATIONS**  
**\$7,142 M**

TOTAL CONSTRUCTION COST:  
**SITE RENOVATIONS**  
**\$11,015 M**

TOTAL CONSTRUCTION COST:  
**BUILDING + SITE**  
**\$18,157M**



New Construction  
 Renovation/Site Work





**OVERALL SUMMARY**  
CONSTRUCTION COST



**NEW CONSTRUCTION**  
**\$256,986 M**

**BUILDING + SITE RENOVATIONS TOTAL**  
**\$18,156 M**

		Pricing Date: 7/1/2026		Escalate to Future Date *			
		Construction Cost		Project Costs			
		Total (\$'000s)	Soft Costs	Total (\$'000s)	Midpoint	Esc./YR	Total ('000s)
<b>Oceanside</b>							
<b>New Construction (Incl. Site Development and Site Utilities)</b>							
Business + Tech (Option A)	47,902	30%	62,273	-	-	-	62,273
Health Expansion (Option A)	20,439	30%	26,571	-	-	-	26,571
Arts Expansion	25,226	30%	32,794	-	-	-	32,794
Community Hub	53,434	30%	69,464	-	-	-	69,464
Administrative Services and Operations	35,950	30%	46,735	-	-	-	46,735
First Year Hub	53,168	30%	69,118	-	-	-	69,118
Campus Police	20,867	30%	27,127	-	-	-	27,127
<b>Renovations</b>							
Building 4400 (Health)	2,982	30%	3,877	-	-	-	3,877
Building 3400 (Student Center)	3,284	30%	4,269	-	-	-	4,269
Building 2200 (Arts)	876	30%	1,139	-	-	-	1,139
Pickleball Courts (South)	1,372	30%	1,784	-	-	-	1,784
Pickleball Courts (Northeast)	594	30%	772	-	-	-	772
Crosswalk Reno	119	30%	155	-	-	-	155
Art Walk Reno	772	30%	1,004	-	-	-	1,004
Volleyball Seating	767	30%	997	-	-	-	997
Track and Field Bleachers	2,260	30%	2,938	-	-	-	2,938
Athletic Fields	2,287	30%	2,973	-	-	-	2,973
Parking Lot A	1,979	30%	2,573	-	-	-	2,573
Parking Lot B	864	30%	1,123	-	-	-	1,123
<b>Total Oceanside</b>	<b>275,142</b>		<b>357,686</b>				<b>357,686</b>
* Escalation per year: 5%		<b>TOTAL CONSTRUCTION COST:</b>			<b>TOTAL PROJECT COST:</b>		
		<b>\$275,142 M</b>			<b>\$357,686 M</b>		



# COMMUNITY LEARNING CENTER





# COMMUNITY LEARNING CENTER

## *Facilities Futures Plan*



 Future New Construction



COMMUNITY LEARNING CENTER

# AUTOTECH + FABRICATION

2 STORY

Total Limit of Work **80,000 GSF**

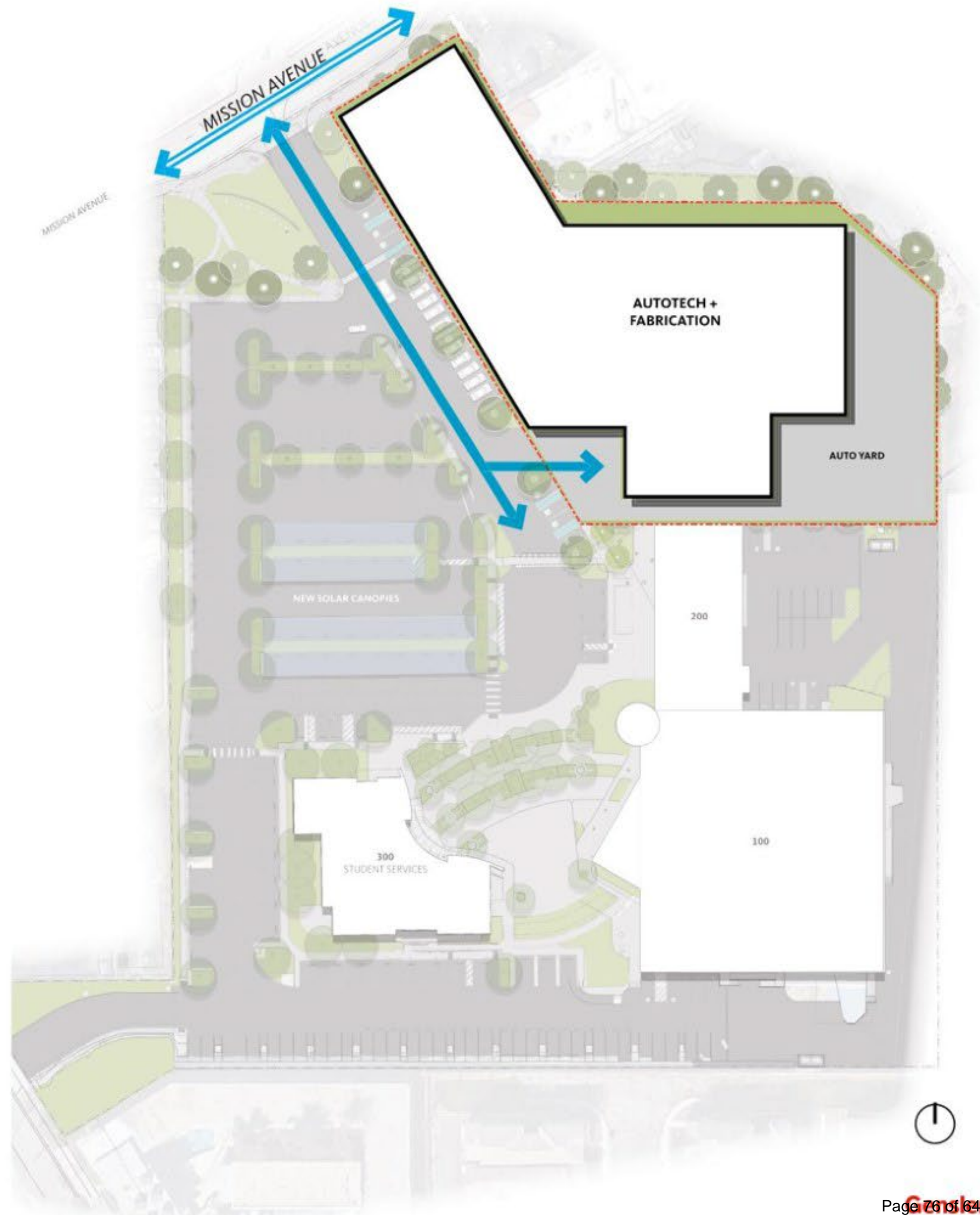
Total Building ASF **48,680 ASF**

Total Building GSF (65% EFFICIENCY) **74,908 GSF**

Site Work GSF **27,323 GSF**

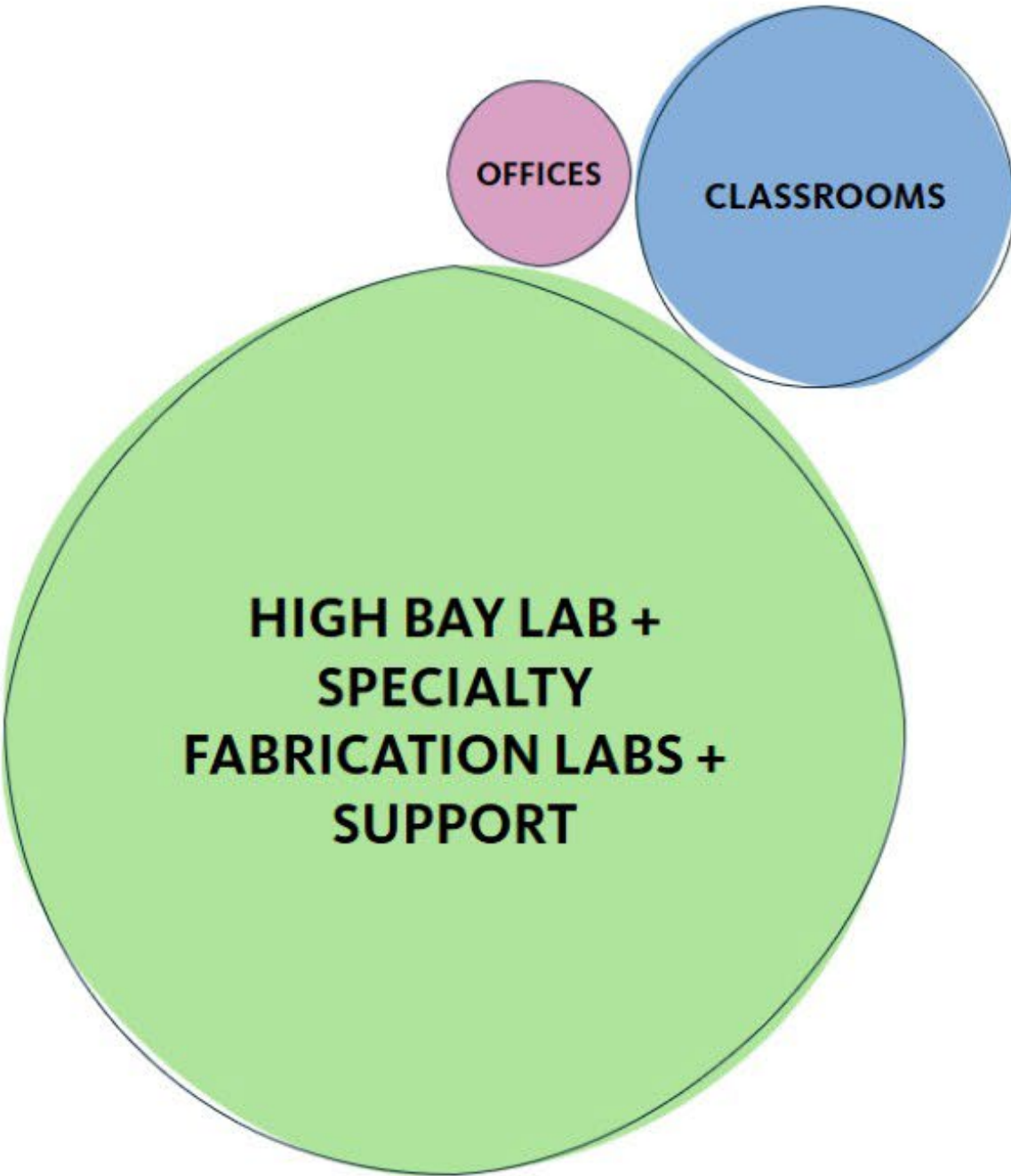
A new Autotech and Fabrication Complex will be constructed to house programs and functions currently located in the aged and underperforming 4000 Building and free up space in the campus core for the Business + Technology Hub.

The new complex will include specialized indoor and outdoor instructional spaces to serve the evolving automotive sector. The proposed location on the Community Learning Center campus will provide high visibility along Mission Avenue and provide ample space for an indoor/outdoor instructional complex with protected outdoor spaces for storage.





# AUTOTECH + FABRICATION PROGRAM



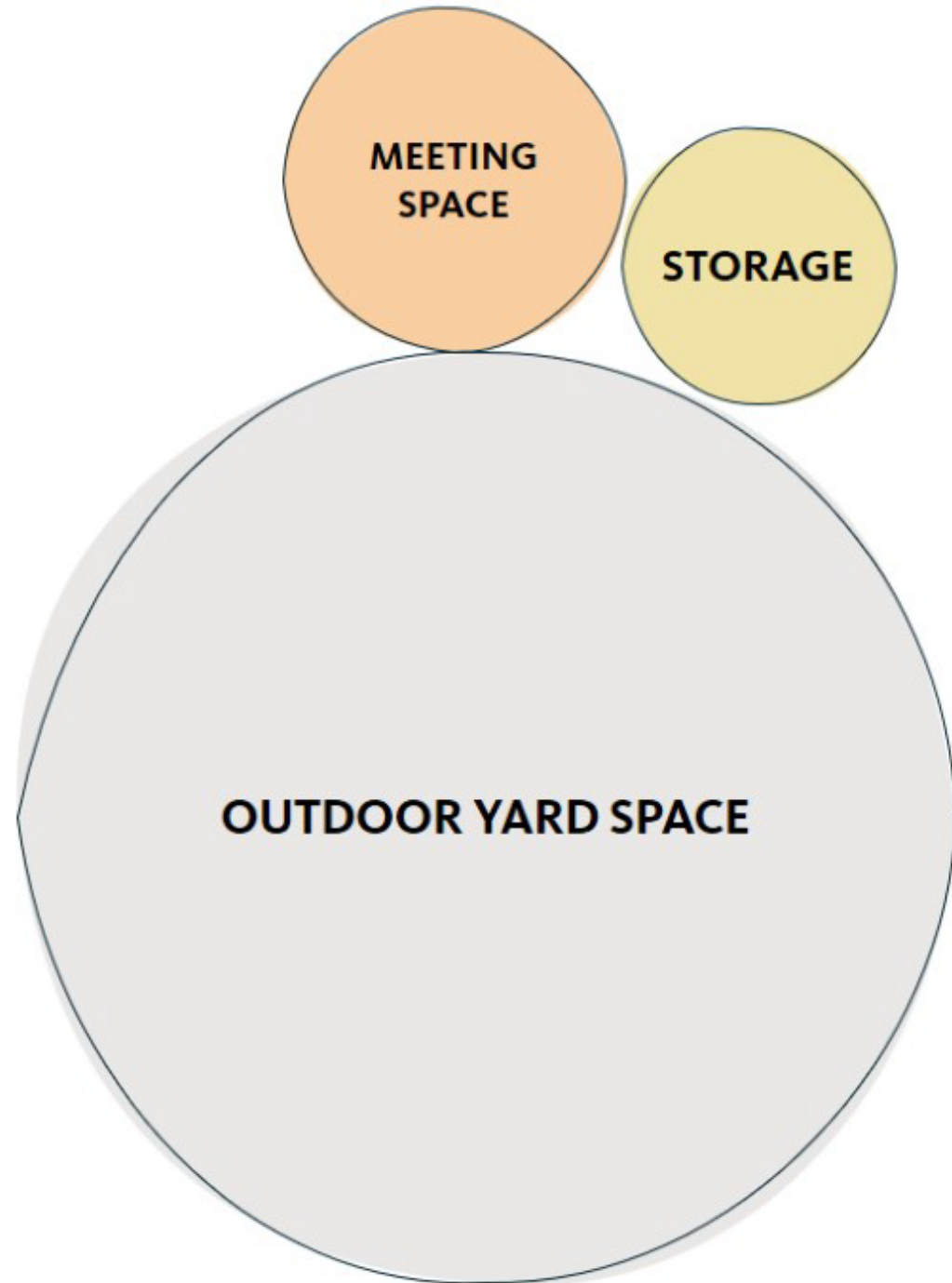
Category	Description	Qty	SF/Unit	SF Total	Typ	Headcount	Comments
<b>CLASSROOM</b>							
	Classroom - General Purpose	4	1,250	5,000		40	Auto, HVAC, Elec, Fabrication (include VR training room)
				<b>5,000</b>		<b>Subtotal</b>	

Category	Description	Qty	SF/Unit	SF Total	Typ	Headcount	Comments
<b>LAB</b>							
	High Bay Lab	1	15,000	15,000		24	General Automotive lab - plan for 6 lifts
	Internal Comb. Engine / Performance Lab						
	EV & hybrid systems Lab	1	2,900	2,900		24	plan for 6 groups of 4 (could be 4)
	Emissions & Alternative fuels Lab						Diagnostics, emissions control; 2 lifts
	Demo Lab	2	1650	3300		24	with lift - double height space
	Computer Diagnostics Lab	1	1,000	1,000		24	
		1	1,650	1,650		24	40x40' footprint; flexible/rolling battery processing + packaging (not development but fabrication). Working with companies in Carlsbad. Similar to shopspace with high electrical requirements, need flexibility use; everything on castors, power and data from above. Can be linked to clean rooms
	Clean rooms	2	1,000	2,000		12	Ultra-low humidity dry rooms to support battery & energy lab; include general access
	HVAC / Elec Lab	2	1,650	3,300		24	Focus on residential; Elec lab adjacent to clean room
	Engineering Tech Lab	1	2,000	2,000			CNC; adjacent to fab lab and welding
	Fabrication "Innovation" Lab	1	2,000	2,000		24	3D Printing; adjacent to engineering tech
	Welding Lab	1	2,000	2,000		24	turn space into testing center for AWS certification. shielded welding, circle pipe welding, etc
	Computer Lab	2	750	1,500		24	AutoCAD, Revit, Programming; preferably adjacent to engineering, fab, welding labs
	Tool Shop	1	500	500		0	combine w storage
	Tool Storage	1	1200	1200		0	
	Cleaning Bay	1	350	350		0	
	Lab support	1	1000	1000		0	
	Laundry / PPE	1	300	300		0	
				<b>40,000</b>		<b>Subtotal</b>	

Category	Description	Qty	SF/Unit	SF Total	Typ	Headcount	Comments
<b>OFFICE</b>							
	Shared Offices	3	140	420		2	
	Workstations	2	70	140		Varies	
				<b>860</b>		<b>Subtotal</b>	



# AUTOTECH + FABRICATION PROGRAM



**STUDY / COLLABORATION**

Open Collaboration	1	800	800	Varies	
Extra Large Conference Room	1	600	600	24	EM training, HS partnerships.
Testing / Certification Room	2	90	180	4	
			<b>1580</b>	<b>Subtotal</b>	

**OTHER**

Assignable Storage	1	1000	1000		
Break Room	1	250	250		
			<b>1250</b>	<b>Subtotal</b>	

**BUILDING COMMONS**

Circulation					
Building Services					
Restrooms					

48,690	Total ASF
74,908	Total GSF (65% Efficiency)
52,677	Ground Floor GSF (Building Footprint on site)

**SITE**

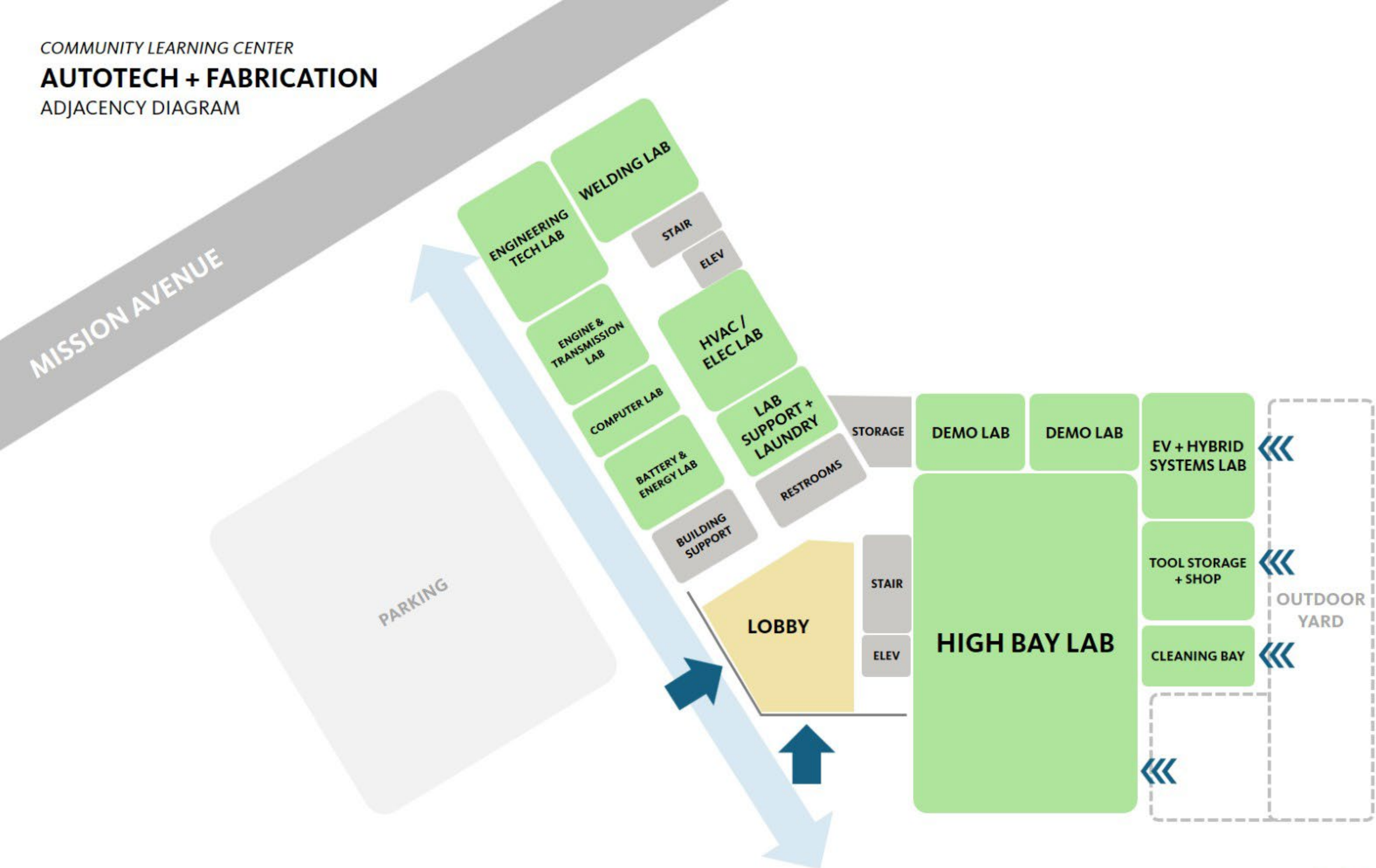
Related Site Improvements	1	7,323	7,323		
Outdoor yard for Auto	1	20000	20000		

27,323	Site Work GSF
--------	---------------

<b>80,000</b>	<b>Total Limit of Work</b>
<b>74,908</b>	<b>Total Building GSF</b>
<b>52,677</b>	<b>Ground Floor GSF (Building Footprint on site)</b>
<b>27,323</b>	<b>Site Work GSF</b>

# AUTOTECH + FABRICATION

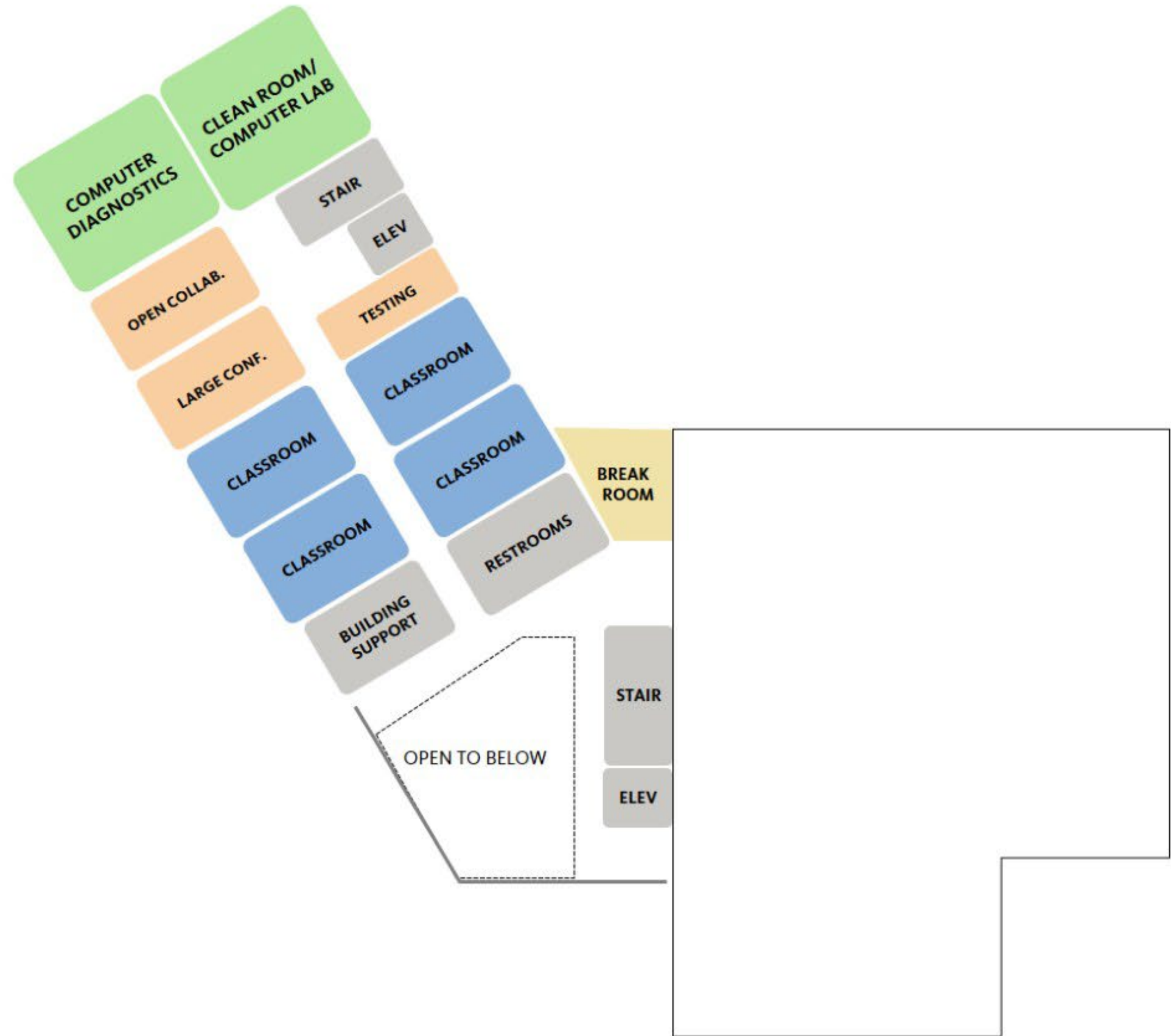
## ADJACENCY DIAGRAM





# AUTOTECH + FABRICATION

## ADJACENCY DIAGRAM





COMMUNITY LEARNING CENTER  
**AUTOTECH + FABRICATION**  
AERIAL VIEW





COMMUNITY LEARNING CENTER  
**AUTOTECH + FABRICATION**  
ENTRY VIEW





# AUTOTECH + FABRICATION

## CONSTRUCTION COST



	Autotech + Fabrication										Total Community Learning Center Construction Cost		
	Building Construction				Sitework				Total Autotech + Fabrication				
	Building Construction		Subtotal Building Construction		Site Development		Site Utilities		Subtotal Sitework			Total Autotech + Fabrication	
	74,908 SF	\$x1,000	74,908 SF	\$x1,000	27,323 SF	\$x1,000	27,323 SF	\$x1,000	27,323 SF	\$x1,000	74,908 SF	\$x1,000	\$x1,000
	\$/SF		\$/SF		\$/SF		\$/SF		\$/SF		\$/SF		
<b>A SUBSTRUCTURE</b>													
A10 Foundations	61.99	4,644	61.99	4,644	-	-	-	-	-	-	61.99	4,644	4,644
A20 Basement Construction	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>61.99</b>	<b>4,644</b>	<b>61.99</b>	<b>4,644</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>61.99</b>	<b>4,644</b>	<b>4,644</b>
<b>B SHELL</b>													
B10 Superstructure	86.09	6,449	86.09	6,449	-	-	-	-	-	-	86.09	6,449	6,449
B20 Exterior Enclosure	69.05	5,172	69.05	5,172	-	-	-	-	-	-	69.05	5,172	5,172
B30 Roofing	42.85	3,210	42.85	3,210	-	-	-	-	-	-	42.85	3,210	3,210
<b>Subtotal</b>	<b>197.99</b>	<b>14,831</b>	<b>197.99</b>	<b>14,831</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>197.99</b>	<b>14,831</b>	<b>14,831</b>
<b>C INTERIORS</b>													
C10 Interior Construction	36.78	2,755	36.78	2,755	-	-	-	-	-	-	36.78	2,755	2,755
C20 Stairs	2.73	205	2.73	205	-	-	-	-	-	-	2.73	205	205
C30 Interior Finishes	41.75	3,127	41.75	3,127	-	-	-	-	-	-	41.75	3,127	3,127
<b>Subtotal</b>	<b>81.26</b>	<b>6,087</b>	<b>81.26</b>	<b>6,087</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>81.26</b>	<b>6,087</b>	<b>6,087</b>
<b>D SERVICES</b>													
D10 Conveying	6.01	450	6.01	450	-	-	-	-	-	-	6.01	450	450
D20 Plumbing	35.00	2,622	35.00	2,622	-	-	-	-	-	-	35.00	2,622	2,622
D30 HVAC	70.00	5,244	70.00	5,244	-	-	-	-	-	-	70.00	5,244	5,244
D40 Fire Protection	10.00	749	10.00	749	-	-	-	-	-	-	10.00	749	749
D50 Electrical	85.00	6,367	85.00	6,367	-	-	-	-	-	-	85.00	6,367	6,367
<b>Subtotal</b>	<b>206.01</b>	<b>15,432</b>	<b>206.01</b>	<b>15,432</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>206.01</b>	<b>15,432</b>	<b>15,432</b>
<b>E EQUIPMENT AND FURNISHINGS</b>													
E10 Equipment	24.85	1,862	24.85	1,862	-	-	-	-	-	-	24.85	1,862	1,862
E20 Furnishings	17.67	1,324	17.67	1,324	-	-	-	-	-	-	17.67	1,324	1,324
<b>Subtotal</b>	<b>42.52</b>	<b>3,185</b>	<b>42.52</b>	<b>3,185</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>42.52</b>	<b>3,185</b>	<b>3,185</b>
<b>F SPECIAL CONSTRUCTION &amp; DEMOLITION</b>													
F10 Special Construction	-	-	-	-	-	-	-	-	-	-	-	-	-
F20 Selective Building Demolition	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>G BUILDING SITEWORK</b>													
G10 Site Preparation	-	-	-	-	25.39	694	-	-	25.39	694	9.26	694	694
G20 Site Improvements	-	-	-	-	93.79	2,563	-	-	93.79	2,563	34.21	2,563	2,563
G30 Site Mechanical Utilities	-	-	-	-	-	-	15.00	410	15.00	410	5.47	410	410
G40 Site Electrical Utilities	-	-	-	-	10.00	273	10.00	273	20.00	546	7.30	546	546
G50 Other Site Construction	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>129.18</b>	<b>3,530</b>	<b>25.00</b>	<b>683</b>	<b>154.18</b>	<b>4,213</b>	<b>56.24</b>	<b>4,213</b>	<b>4,213</b>
<b>Subtotal Direct Cost</b>	<b>589.77</b>	<b>44,179</b>	<b>589.77</b>	<b>44,179</b>	<b>129.18</b>	<b>3,530</b>	<b>25.00</b>	<b>683</b>	<b>154.18</b>	<b>4,213</b>	<b>646.01</b>	<b>48,391</b>	<b>48,391</b>
Contingency for Development of Design	20.00%	117.96	8,836	117.96	8,836	25.84	706	5.01	137	30.85	843	129.21	9,679
Escalation Contingency	N/A	-	-	-	-	-	-	-	-	-	-	-	-
Project Contingency	10.00%	70.77	5,301	70.77	5,301	15.52	424	3.00	82	18.52	506	77.52	5,807
Program Contingency	10.00%	77.86	5,832	77.86	5,832	17.06	466	3.29	90	20.35	556	85.28	6,388
<b>Subtotal Direct Cost</b>	<b>856.35</b>	<b>64,148</b>	<b>856.35</b>	<b>64,148</b>	<b>187.59</b>	<b>5,126</b>	<b>36.31</b>	<b>992</b>	<b>223.90</b>	<b>6,118</b>	<b>938.02</b>	<b>70,265</b>	<b>70,265</b>
Construction Contingency	5.00%	42.81	3,207	42.81	3,207	9.37	256	1.83	50	11.20	306	46.90	3,513
General Conditions & General Requirements	12.00%	107.91	8,083	107.91	8,083	23.64	646	4.57	125	28.22	771	118.20	8,854
Bonds and Insurance	2.50%	25.18	1,886	25.18	1,886	5.53	151	1.06	29	6.59	180	27.58	2,066
Design-Build Fees	6.00%	61.93	4,639	61.93	4,639	13.58	371	2.64	72	16.21	443	67.84	5,082
Contractor's Overhead & Profit or Fee	5.00%	54.71	4,098	54.71	4,098	11.97	327	2.31	63	14.27	390	59.91	4,488
<b>Total Construction Cost</b>	<b>July 2026</b>	<b>1,148.89</b>	<b>86,061</b>	<b>1,148.89</b>	<b>86,061</b>	<b>251.68</b>	<b>6,877</b>	<b>48.72</b>	<b>1,331</b>	<b>300.39</b>	<b>8,208</b>	<b>1,258.46</b>	<b>94,268</b>

**TOTAL ESTIMATED CONSTRUCTION COST:**  
**\$94,300 M**

94,268



COMMUNITY LEARNING CENTER  
**OVERALL SUMMARY**  
 CONSTRUCTION COST



	Pricing Date: 7/1/2026		Project Costs		Escalate to Future Date *		
	Construction Cost		Soft Costs	Total (\$'000s)	Midpoint	Esc./YR	Total ('000s)
	Total (\$'000s)						
<b>Community Learning Center</b>							
<b>New Construction (Incl. Site Development and Site Utilities)</b>							
Autotech + Fabrication	94,269	30%	122,550	-	-	122,550	
<b>Total Community Learning Center</b>	<b>94,269</b>		<b>122,550</b>			<b>122,550</b>	
* Escalation per year: 5%		<b>TOTAL CONSTRUCTION COST:</b>			<b>TOTAL PROJECT COST:</b>		
		<b>\$94,268 M</b>			<b>\$122,550 M</b>		



A photograph of a modern building at dusk. The building features a large glass facade on the left side, reflecting the interior lights. To the right, there is a section with a textured brick or stone wall. A wide set of concrete stairs with metal railings leads up to the entrance. A tall black lamp post stands to the left of the stairs. The sky is a deep blue, and some trees are visible in the foreground and background.

# SAN ELIJO CAMPUS



# SAN ELIJO

## Facilities Futures Plan



 Future New Construction



# SAN ELIJO

## NEW CONSTRUCTION + RENOVATIONS

Name/Description	GSF
<b>Entrepreneur Center</b>	
1 Story	
Total Limit of Work	5,352
Total Building GSF	5,231
Ground Floor GSF (Building footprint on site)	5,231
Level 2 GSF (if applicable)	NA
Site Work GSF	NA
<b>Renovations + Site Projects</b>	
Building 200	2,199
Building 200 Amphitheater	3,000
Building 1100	1,884
Demo 800	4,000
Quad	20000
Building 700 Site	7900

TOTAL CONSTRUCTION COST:  
**NEW CONSTRUCTION**  
**\$6,744 M**

TOTAL CONSTRUCTION COST:  
**BLDG + SITE RENOVATIONS**  
**\$5,300 M**

TOTAL CONSTRUCTION COST:  
**BUILDING + SITE**  
**\$12,044M**





**OVERALL SUMMARY**  
CONSTRUCTION COST



**NEW CONSTRUCTION**  
**\$6,744 M**

**BUILDING + SITE**  
**RENOVATIONS TOTAL**  
**\$5,300 M**

	Pricing Date: 7/1/2026		Project Costs		Escalate to Future Date *		
	Construction Cost		Soft Costs	Total (\$'000s)	Midpoint	Esc./YR	Total ('000s)
	Total (\$'000s)						
<b>San Elijo Campus</b>							
<b>New Construction (Incl. Site Development and Site Utilities)</b>							
● Entrepreneur Center	6,744	30%	8,767	-	-	8,767	
<b>Renovations</b>							
Building 200	827	30%	1,075	-	-	1,075	
Building 1100	724	30%	941	-	-	941	
● Site Renovations	3,749	30%	4,874	-	-	4,874	
<b>Total San Elijo Campus</b>	<b>12,044</b>		<b>15,657</b>			<b>15,657</b>	
* Escalation per year: 5%							
		<b>TOTAL CONSTRUCTION COST:</b>				<b>TOTAL PROJECT COST:</b>	
		<b>\$12,044 M</b>				<b>\$15,657 M</b>	



# SUMMARY



# OVERALL SUMMARY

## COST ESTIMATES





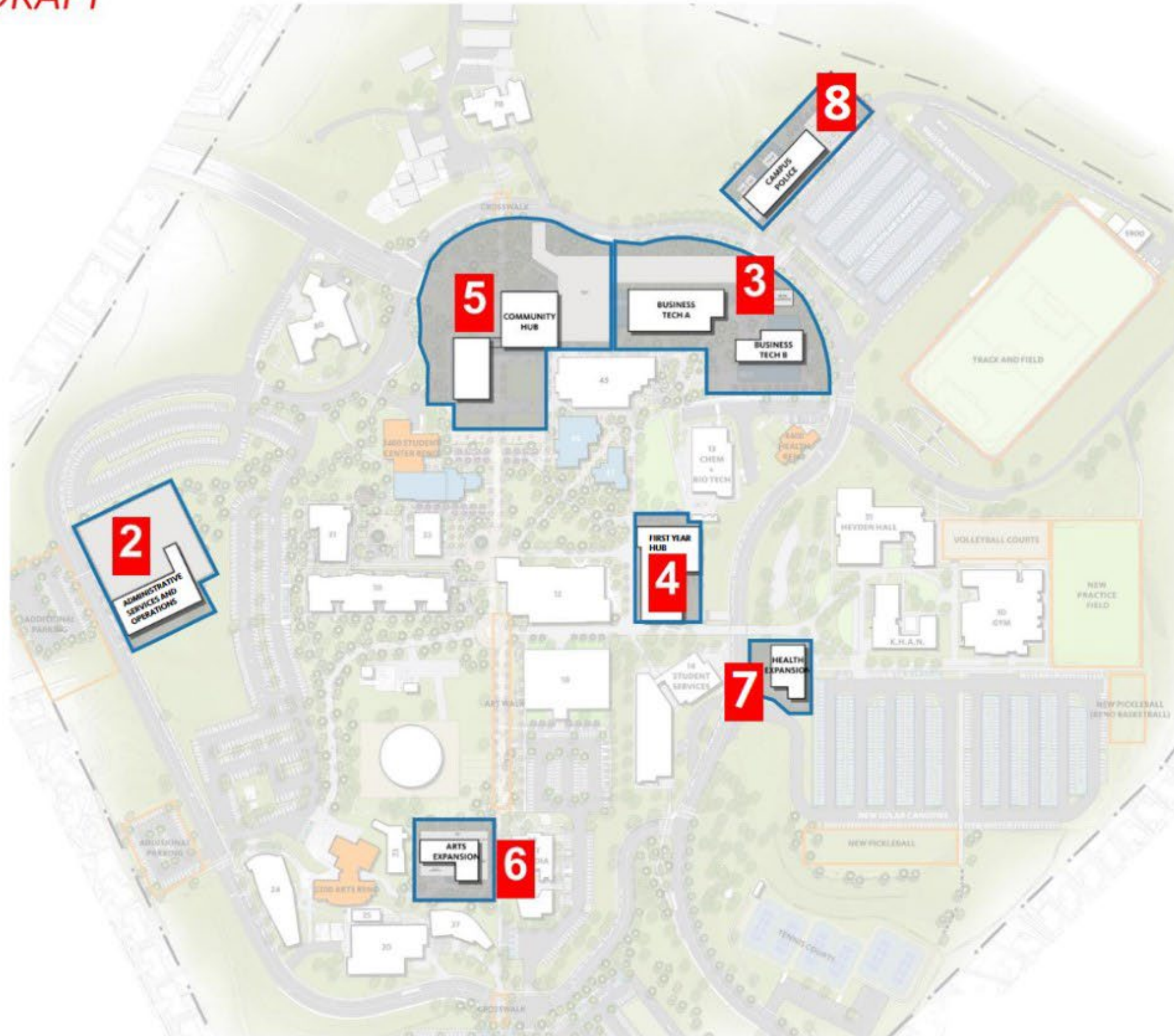
A photograph of a university campus. In the center background is a prominent clock tower with two clock faces. To the left is a building with a red-tiled roof. In the foreground, a paved walkway leads through a landscaped garden with purple flowers and green plants. The sky is clear and blue.

# PROJECT PHASING



# PROJECT PHASING

DRAFT







**THANK YOU**



## MiraCosta Community College District Item Report

**Item:** VIII.A.

**Meeting Date:** May 14, 2026

**Subject:** Ratify Recommendations of Superintendent/President in Approving Personnel Actions

**Category:** Consent Items

**Institutional Goal Supported:** Goal 4

**Recommended:**

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. HR - Ratify Recommendations of Supt-Pres.

**Background:**

n/a

**Status:**

See Attachment

**Recommended Action:**

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

## STATUS

1. Retirement of academic employee Korey Goulette, Instructor, Nursing, School of Nursing, Health & Wellness, position P-06201, effective May 22, 2026.
2. Resignation of academic employee Megan Allison, Instructor, Horticulture, Horticulture, position P-00550, effective May 31, 2026.
3. Retirement of classified employee Michelle Ohnstad, Manager, Library Operations, position P-00286, effective May 31, 2026.
4. Resignation of classified employee Brian Boynton, Senior Buyer, position P-00097, effective April 17, 2026.
5. Ticey Hosley, Counselor, position P-06180 has accepted the position of Articulation Officer, position P-00424, full-time, tenure-track, 195 days per year, class VI, step 14 x 1.1080-time factor, \$190,865 per year (2026-2027 academic salary schedule), effective July 1, 2026. Dr. Hosley was selected through the Faculty Lateral Transfer process.
6. Employment of the following full-time, tenure-track faculty member:

Francisco Ortega, English Instructor, School of Humanities, Communication Studies & Math, full-time, tenure-track, 176 days per year, class II, step 5, \$114,239 per year, effective August 10, 2026.

BA – Literature and Writing Studies – California State University, San Marcos  
MS – Literature and Writing Studies – California State University, San Marcos

Mr. Ortega has been a full-time faculty member at the University of Nevada, Las Vegas since July 2022 and previously served as a part-time teaching associate and lecturer at California State University, San Marcos.

7. Temporary reclassification per Section H.5.0, Classified Senate Employee Manual, for classified employee Tara Sisario, Administrative Assistant to the Dean/Associate Vice President, Information Technology Services, position P-00032, will serve as Interim Executive Assistant, Assistant Superintendent/Vice President, Administrative Services, position P-13954, salary range 26, step 5, longevity year L-1, \$8,590.58 per month, full-time, effective March 1-June 30, 2026.
8. Permanent change of assignment for Dara Vasko, Instructional Assistant, 10M, position P-07470, has accepted the position of Gallery Assistant, FS10, position P-00449, salary range 17, step 5, longevity L-1, \$29,910.75 per year, part-time, 18 hours per week, 10 months spread over 12 months per year, effective May 26, 2026. Dara was selected through an open recruitment process.
9. Employment of the following associate faculty members, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Rafael	Campos Asvolinsque	Athletics
Esther	Choi	Ethnic Studies
Stephanie	Orellana	Library Science
Victoria	Auerbach	Physical Sciences
Gilda	Fathi	Physical Sciences



10. 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
Johnson	Wyatt	Custodian	Substitute	Custodial	\$25.46/hr	5/4/26	6/30/26
Ramirez	Joel	Custodian	Substitute	Custodial	\$25.46/hr	5/4/26	6/30/26
Ortega Marin	Raul	Instructional Computer Lab Assistant	Substitute	Technology Support Services Ops	\$26.99/hr	4/13/26	5/22/26
Human Resources							
Last Name	First Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Sourivanh	Shawna	HR Consultant III, Hourly	Professional Expert	Human Resources Department	\$95.00/hr	5/15/26	6/30/26
Inclusion, Diversity, Equity & Accessibility							
Last Name	First Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Cook	Raphael	Instructional Aide	Short-term	Academic Success & Equity	\$25.45/hr	6/1/2026	6/30/2026
Mosely	Sabrya	Instructional Aide	Short-term	Academic Success & Equity	\$25.45/hr	6/1/2026	6/30/2026
Institutional Advancement							
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	4/13/26	6/30/26
Instructional Services							
Last Name	First Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Williams	Kraig	Instructional Aide	Short-term	Automotive Technology	\$25.46/hr	5/15/26	6/30/26
Enos	Anna	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	\$17.00/hr	6/1/26	6/30/26
Kaiser	Amelia	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	\$17.00/hr	6/1/26	6/30/26
Moore	Cadence	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	\$17.00/hr	7/1/26	6/30/27
Elliott	Zachary	Theater & Production Aide I	Short-term	Theatre & Film	\$17.00/hr	7/1/26	6/30/27
Renda	Christopher	Theater & Production Aide I	Short-term	Theatre & Film	\$17.00/hr	5/15/26	6/30/26
Dang	Steven	Theater & Production Aide II	Short-term	Theatre & Film	\$19.00/hr	5/15/26	6/30/26
Galloway	Jordan	Theater & Production Aide II	Short-term	Theatre & Film	\$19.00/hr	5/15/26	6/30/26
Elliott	Zachary	Theater & Production Aide III	Short-term	Theatre & Film	\$21.00/hr	5/15/26	6/30/26
Renda	Christopher	Theater & Production Aide III	Short-term	Theatre & Film	\$21.00/hr	5/15/26	6/30/26
Correa	Azucena	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	\$26.99/hr	5/1/26	6/30/26
Student Services							
Last Name	First Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Perez	Arienne	Administrative Support Assistant I	Short-term	EOPS Operations	\$24.73/hr	6/1/26	6/30/26
Brazel	Jessica	Nurse Practitioner	Substitute	Health Services	\$65.00/hr	5/15/26	6/30/26

## MiraCosta Community College District Item Report

**Item:** VIII.B.

**Meeting Date:** May 14, 2026

- Subject:** Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members
- Category:** Consent Items
- Institutional Goal Supported:** Goal 4
- Recommended:** Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. HR - Employment Contracts for MCCD Academic Admin

### Background:

New contracts for members of the MiraCosta Community College District Academic Administrators Association (“MCCCDAAA”) have been prepared according to their step and column placement on the salary schedule for the 2026/27 fiscal year, per the MCCCDAAA Working Conditions Manual.

### Status:

The following academic administrators are recommended for three-year contracts, with the following annual salaries for July 1, 2026 to June 30, 2027:

- Dr. Mike Fino, Dean of Natural and Social Sciences, dean, doctorate, step 7: \$252,866
- Jonathan Fohrman, Dean of Arts, International Languages, and Ethnic Studies, dean, non-doctorate, step 7: \$249,666
- Dr. Nick Mortaloni, Dean of Student Affairs, dean, doctorate, step 7: \$252,866
- Christopher Tarman, Dean of Research, Planning, and Institutional Effectiveness, dean, non-doctorate, step 7: \$249,666
- John Makevich, Dean of Continuing and Community Education, dean, non-doctorate, step 7: \$249,666
- Evgeniya “Zhenya” Lindstrom, Dean of Instructional & Library Services, dean, non-doctorate, step 7: \$249,666
- Dr. Bridget Herrin, Dean of Admissions and Student Support, dean, doctorate, step 5: \$238,535
- Danielle Lauria, Dean of Nursing, Health, and Wellness, dean, non-doctorate,



step 4: \$228,481

- Dr. Ailene Crakes, Dean of Counseling and Student Development, dean, doctorate, step 5: \$238,535
- Dr. Lauren Halsted, Dean of Humanities, Communication Studies & Math, dean, doctorate, step 2: \$218,564

The following academic administrator is recommended for a one-year contract, with the following annual salary for July 1, 2026 to June 30, 2027:

- Dr. Mai-Anh “Annie” Ngo, Dean of Business & Technology, dean, doctorate, step 1: \$212,294

**Recommended Action:**

Authorize execution of individual employment contracts for MiraCosta Community College District Academic Administrator Association Members, as stated above.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
EMPLOYMENT CONTRACT WITH ACADEMIC ADMINISTRATOR**

This contract (“Agreement”) between the MiraCosta Community College District (“District”) and «First\_Name» «Last\_Name», an individual Academic Administrator (“Administrator”), is made as of July 1, 2026.

**Recitals**

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

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

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

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

**Terms and Conditions**

**1. Position and Term.**

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

**1.2 Term.** The term of this Agreement is «M\_of\_Years» («AutoMergeField») years from July 1, 2026, to «Term\_End\_Date», and is renewable by June 30 each year.

**2. Salary and Benefits.**

**2.1 Salary.** Administrator’s annual salary shall be as set forth on the Academic Administrator’s Salary Schedule that is agreed to between the District and the Academic Administrator’s Association and included in the Academic Administrator’s Manual. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings). The Administrator’s salary for the period July 1, 2026 through June 30, 2027, shall be \$«Annual\_Salary».

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



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

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

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

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

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

**7. Provisions of Government Code Sections 53243.3-53243.4.**

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

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

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

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

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

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

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

9. **Representations and Warranties.**

Administrator represents and warrants that Administrator:

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

MiraCosta Community College District

Administrator

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

\_\_\_\_\_  
«First\_Name» «Last\_Name»  
«Position\_Title»

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## MiraCosta Community College District Item Report

**Item:** VIII.C.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Approve Health-and-Welfare Benefits Program for the 2026/27 Benefit Year
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 4
<b>Recommended:</b>	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	None

### **Background:**

The Fringe Benefits Committee (FBC) reviewed enrollment data, cost projections, renewal rates, and regulatory updates for the District's 2026/27 health and welfare benefits program.

### **Status:**

Premium renewals for the 2026/27 plan year reflect increases driven by broader healthcare cost trends, regulatory factors, and claims experience. The District received renewal rates for its benefits plans reflecting the following rate increases:

- Kaiser: 9.45% increase
- Anthem PPO: 11.59% increase
- Delta Dental PPO: 9% increase

Rates for the District's other benefit plans, including DeltaCare, VSP, and all non-discretionary benefits do not have a cost increase associated with them and remain unchanged. In addition, the District's contribution toward voluntary benefit elections will also remain the same.

The overall cost of the District's benefit program is projected to increase from \$16,243,981 to \$17,833,755 for the 2026/27 benefit year. This represents an aggregate increase of \$1,589,774, or approximately 9.8% for all benefit plans combined. The FBC recommends approval of the existing benefit plans without modification.

The FBC also recommends the following plan changes effective October 1, 2026:

- Health Care Flexible Spending Account Maximum: Increase from \$3,300 to \$3,400 (IRS limit alignment, in alignment with updated IRS guidelines. This change will not impact District costs.
- Dependent Care Flexible Spending Account Maximum: Increase from \$5,000 to \$7,500 per household, in alignment with updated IRS guidelines. This change will not impact District costs.

The District will continue to fully fund 100% of the medical, dental, and vision premiums for all eligible employees, retirees, and their eligible dependents.

**Recommended Action:**

Approve health-and-welfare benefits program for the 2026/27 benefit year, effective October 1, 2026, and ending September 30, 2027, as stated above.



## MiraCosta Community College District Item Report

**Item:** VIII.D.

**Meeting Date:** May 14, 2026

**Subject:** Approve Gold Circle Membership for Retired Classified Employees

**Category:** Consent Items

**Institutional Goal Supported:** Goal 3

**Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President  
Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** None

### Background:

In accordance with J.2.0 Gold Circle Club of the Classified Senate Working Conditions Manual, the names of those retirees who meet the qualifications for Gold Circle Club membership shall be forwarded to the Board of Trustees for approval.

### Status:

Gold Circle Club membership is granted to retired or retiring classified employees of the college who are at least 50 years of age and have been employees of the District for at least ten years. Gold Circle Club members will receive appropriate recognition, including a certificate of membership and appreciation and may be granted other benefits, including an email account, access to the library, discounts on computer purchases through Information Technology Services, a one-time supply of retiree business cards (if desired), and four tickets per year to athletic, performing arts, or scholarly functions.

Eric Daniels	10.0 years of service
John Johnson	11.1 years of service
Michelle Ohnstad	11.4 years of service
Jeanne Koschwanez	15.4 years of service
Cynthia Dudley	15.6 years of service
Joan Hackett	19.5 years of service
Robert Umbas	19.8 years of service
Enrique Diaz Flores	25.2 years of service
Luciano Arevalo	28.0 years of service

Diana Soto

36.8 years of service

**Recommended Action:**

Approve Gold Circle Club Membership for retired classified employees, as stated above.



## MiraCosta Community College District Item Report

**Item:** VIII.E.

**Meeting Date:** May 14, 2026

**Subject:** Approve Emeritus Status for Full-Time Faculty  
**Category:** Consent Items  
**Institutional Goal Supported:** Goal 3  
**Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President  
**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President  
**Attachments:** None

### **Background:**

Each year, the superintendent/president presents to the Academic Senate the names of retiring faculty who meet the qualifications for emeritus status.

### **Status:**

At the Academic Senate meeting on April 17, 2026, the following full-time faculty retirees were recommended for emeritus status:

Christy Coobatis	25.7 years
Mike Deschamps	16.9 years
Patricia Hanada-Rogers	27.8 years
Edward Pohlert	21.9 years
Arnoldo Williams	19.9 years

### **Recommended Action:**

Approve emeritus status for full-time faculty retirees as stated.

## MiraCosta Community College District Item Report

**Item:** VIII.F.

**Meeting Date:** May 14, 2026

**Subject:** Approve Emeritus Status for Academic Administrators  
**Category:** Consent Items  
**Institutional Goal Supported:** Goal 3  
**Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President  
**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President  
**Attachments:** None

### **Background:**

Each year, the superintendent/president presents to the Administrators Committee the names of retiring academic administrators who meet the qualifications for emeritus status.

### **Status:**

At the Administrators Committee meeting on June 12, 2025, the following academic administrators were recommended for emeritus status:

Sunny Cooke 11.5 years of service

Al Taccone 18.4 years of service

### **Recommended Action:**

Approve emeritus status for academic administrator retirees as stated.



## MiraCosta Community College District Item Report

**Item:** VIII.G.

**Meeting Date:** May 14, 2026

- Subject:** Approve Reorganization of the Career Center's Employment Services Team
- Category:** Consent Items
- Institutional Goal Supported:** Goal 3
- Recommended:** Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services  
Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. Reorganization\_Career Center\_Org\_Charts\_Attachment

### Background:

The purpose of this reorganization is to align positions within the Career Center's employment services team to the college's goal of increasing students' economic mobility through improved employment outcomes. The reorganization eliminates the vacant Internship and Employment Technical Specialist role and repurposes the position to increase a vacant 0.2 full-time equivalent ("FTE") Student Employment Coordinator to a 1.0 FTE. The proposed reorganization will allow the employment services team to increase the number and quality of employment opportunity fairs offered each year, improve case management of student employment placements, and expand collection of student employment and wage data.

### Status:

The Program Manager, Employment Services currently supervises three full-time positions and one 20% part-time position. The proposed reorganization will eliminate the vacant Internship and Employment Technical Specialist position and repurpose the salary savings from this position to increase the vacant Student Employment Coordinator position to 100% FTE. This change will reduce the number of positions requiring supervision while increasing the efficiency and operations of the department. The Student Employment Coordinator and Internship Coordinator classifications are both higher-level positions, which will allow the duties and responsibilities to be absorbed across existing positions. This change reduces the overall FTEs on the employment services team from 3.2 FTE to 3.0 FTE while increasing the team's overall

scope and capacity.

Using Step 3 as the base rate, the overall change in staffing saves the district \$16,410.71 annually.

As authorized by Title 5, section 530219(c)(1) the proposal seeks to:

- Abolish position P-07019 (Internship & Employment Technical Specialist, 1.0 FTE) and repurpose savings of \$137,288.89 (Range 22, Step 3) to support cost of reorganization.
- Increase position P-07116 (Student Employment Coordinator) from 8 hours per week (0.20 FTE) to 40 hours per week (1.0 FTE).

The proposed reorganization would be effective June 1, 2026

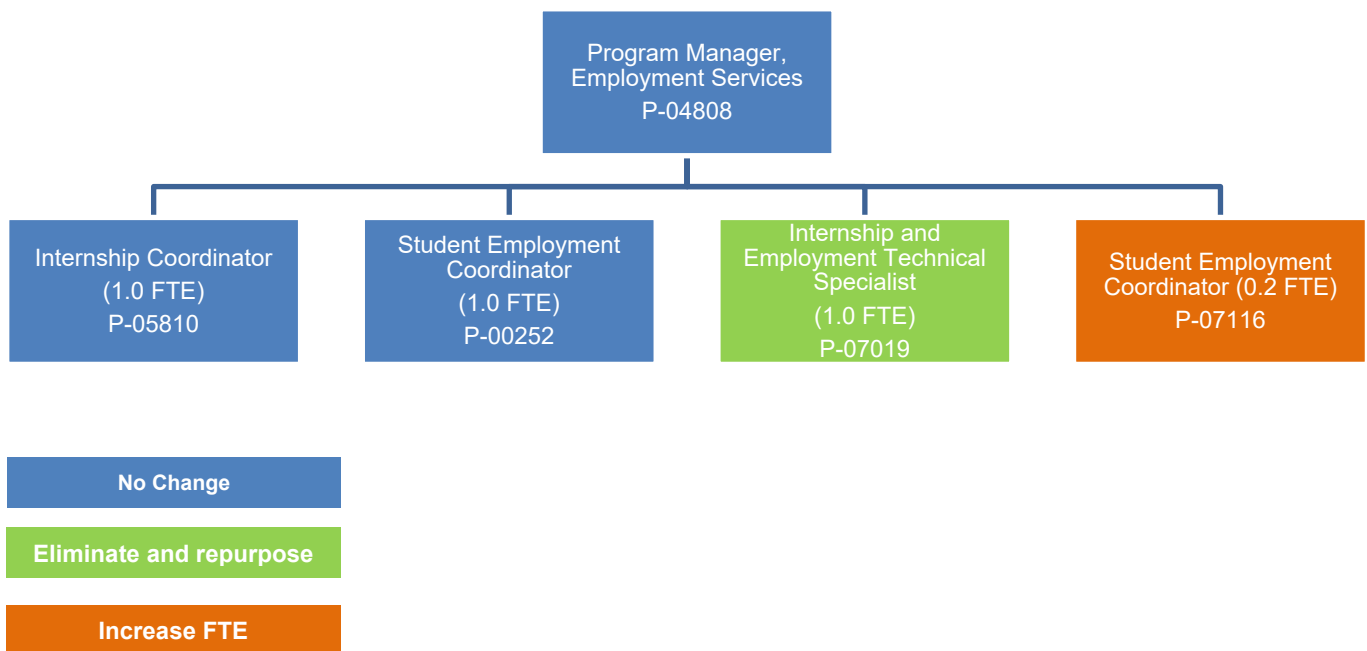
**Recommended Action:**

Approve the recommended reorganization of the Career Center's employment services team, effective June 1, 2026, as stated.

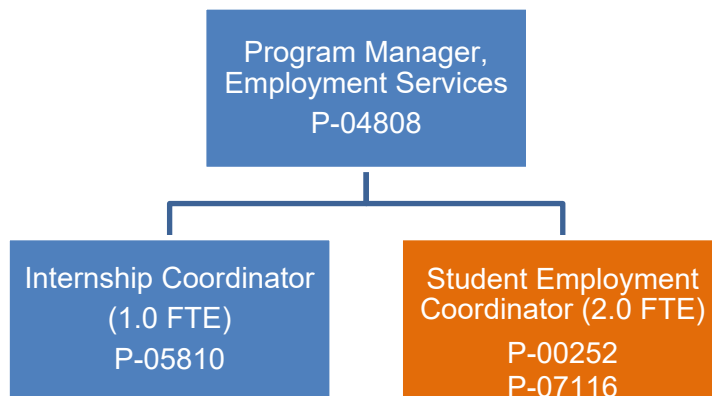


Current	
Position	Total - Annual
Student Employment Coordinator (8 hour/week)	\$ 30,219.55
Internship & Employment Technical Specialist	\$ 137,288.89
<b>Total</b>	<b>\$ 167,508.44</b>
Proposed Second Student Employment Coordinator	
Position	Total - Annual
Proposed Second Student Employment Coordinator	\$ 151,097.73
<b>Overall Cost Savings</b>	<b>\$ 16,410.71</b>

Current Organization Chart



Proposed Organization Chart



## MiraCosta Community College District Item Report

**Item:** VIII.H.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Approve Reorganization of the Learning Centers and International Languages Resource Center
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 1 Goal 4
<b>Recommended:</b>	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	1. TLC_Reorganization_Attachment

### **Background:**

It has been determined that integrating the International Languages Resource Center (“ILRC”) into the Learning Centers (“TLC”) will strengthen coordination and operations across academic support services and streamline supervision. The ILRC is currently organized under the Dean of Arts, International Languages & Ethnic Studies, and is supported by a Faculty Coordinator and classified Instructional Assistants. The Learning Centers are organized under the Dean of Instructional & Library Services and is supported by a classified supervisory structure led by an Operations Manager, with supervisors overseeing Learning Coaches and student employees. Aligning the ILRC within this existing supervisory framework will provide consistent operational oversight, coordinated scheduling, unified training practices, and integrated student support processes across all academic support areas.

In addition to the functional realignment, two classified Instructional Assistant positions within the ILRC structure will be consolidated into one Learning Coach position. This structure reflects the evolution of duties toward higher-level coordination, student engagement, and instructional support responsibilities consistent with the Learning Coach role.

### **Status:**

A reorganization is necessary to integrate and consolidate academic support services under one supervisory structure to ensure functional and operational consistency across instructional support areas in order to better serve students and advance their success.



Using Step 3 for all affected positions, the proposed staff changes will reduce one (1) headcount and result in net savings of approximately \$15,167 per year. The International Languages Resource Center positions would become part of the multidisciplinary support within the Academic Support & Innovation Center supervisory organization.

As authorized by Title 5, section 530219(c)(1) the proposal seeks to:

- Eliminate vacant position P-00234 (Instructional Assistant, 10 FS, 0.4 FTE) and repurpose savings of approximately \$33,115 (Range 16, Step 3) to support the cost of reorganization.
- Reclassify position P-00235 Instructional Assistant, 11FS, 1.0 FTE, Range 16 to Learning Coach, 12 M, 1.0 FTE, Range 22, and move the position to the Academic Support & Innovation Center supervisory organization. The salary range and monthly conversion cost is approximately \$17,948 and is fully covered by the elimination of P-00234.
- Permanently change the assignment for Carlos Dieguez-Hernandez, Instructional Assistant P-00235 11FS, 1.0 FTE, Range 16 under the International Languages supervisory organization to Learning Coach, P-00235, 12 M, 1.0 FTE, Range 22 under the Academic Support & Innovation Center supervisory organization.
- Rename the Academic Support & Innovations supervisory organization to Academic Support & Innovation Center supervisory organization

The proposed reorganization will be effective June 1, 2026.

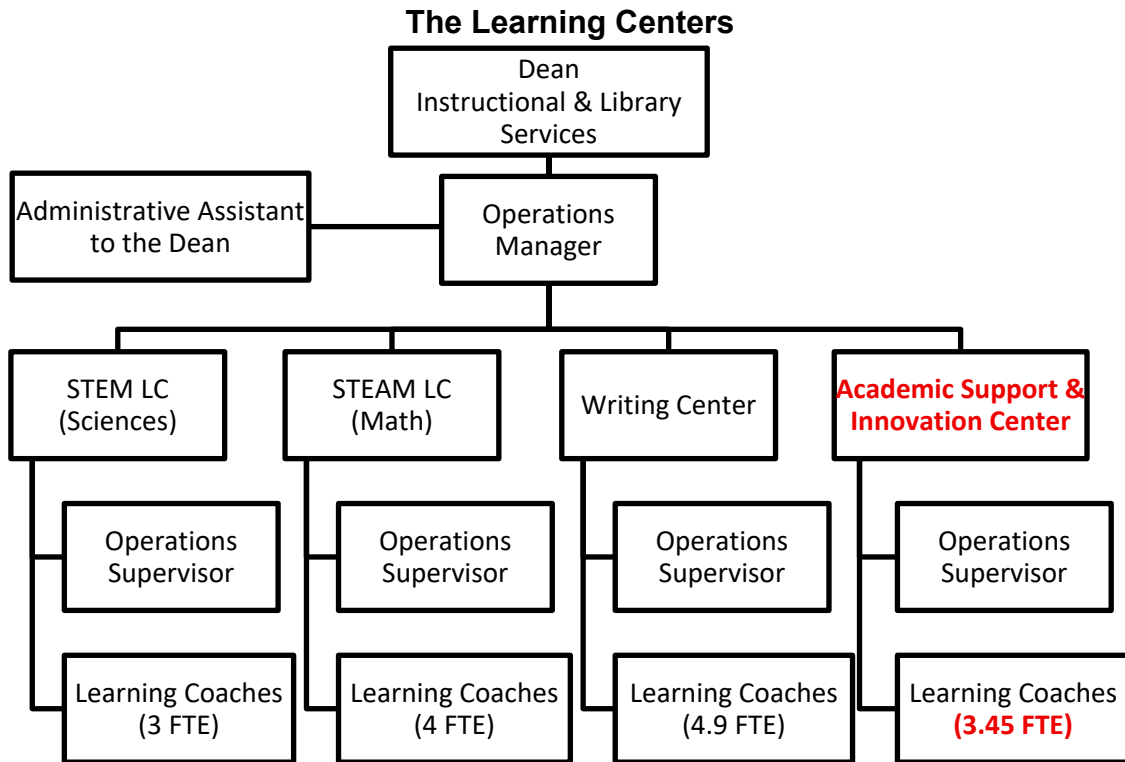
**Recommended Action:**

Approve the recommended reorganization of The Learning Centers, International Languages Resource Center, effective June 1, 2026, as stated above.





# PROPOSED ORGANIZATIONAL CHART



## MiraCosta Community College District Item Report

**Item:** VIII.I.

**Meeting Date:** May 14, 2026

- Subject:** Approve African Diaspora Education Summit attendance in Ghana, Africa – Fall 2026
- Category:** Consent Items
- Institutional Goal Supported:** Goal 1  
Goal 2  
Goal 3
- Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. All African Diaspora Education Summit Agenda

### **Background:**

In compliance with Board Policy 7400 Employee Travel, Director of the Campus Assessment, Resources, and Education (CARE) program Devon Boone, Umoja Counselor/Coordinator Don Love, and Student Services Specialist for Black Student Success Carolyn Goodspeed are requesting approval to travel to Ghana, Africa, from September 22 through October 4.

### **Status:**

The purpose of this trip is to send a team of seven participants, including four Umoja/A2MEND students, to attend the African Diaspora Education Summit in Accra and Cape Coast, Ghana, sponsored by the African American Male Education Network (A2MEND). The trip provides the opportunity to build connections with peer institutions across the African diaspora, explore study abroad and professional exchange opportunities for students, faculty, and staff, and expand knowledge of African-centered education and pedagogy. This group represents the college's third cohort participating in this biennial summit.

### **Recommended Action:**

Pre-approve the out-of-country travel for Devon Boone, Don Love, and Carolyn Goodspeed to Accra, Ghana on September 22, 2026, to attend the African Diaspora Education Summit not to exceed the cost of \$65,000 for a total of seven participants.





**"COLONIZATION TO SOVEREIGNTY:**

**The Future of Educating the African Diaspora, 2022-2032**

**Tuesday, September 22**

Travel Day

**Wednesday, September 23**

Pre-Conference Tour Day Ancestral Village

**Thursday, September 24**

Check-In  
Groups Convene  
Opening Reception

**Friday, September 25**

Breakfast Provided at Summit Hotels

9:00am – 12:00pm    Opening Summit Program  
12:00pm- 2:00pm    Communal Lunch  
2:15pm – 5:00pm    Breakout Sessions and Overview/Instructions  
5:15pm                Dinner and Night on Own

**Saturday, September 26**

Breakfast Provided at Summit Hotels

8:00am – 5:00pm    Research Field Experiences  
Dinner on Own  
7:00pm – 9:00pm    National Theater of Ghana

<b>Sunday, September 27</b>
<p>Breakfast Provided at Summit Hotels</p> <p>Research Field Experiences  The Center: African Centered Education  Community/Village Visits</p>
<b>Monday, September 28 – University of Ghana</b>
<p>Education Day</p> <p>Lunch provided</p> <p>Dinner on own</p>
<b>Tuesday, September 29 – Travel to Cape Coast</b>
<p>Breakfast provided at Summit Hotels</p> <p>Communal Gathering</p> <p>AM Departures to Cape Coast</p> <p>1:00pm – 4:00pm Walk the Walk of our Ancestors - Assin Manso (Last Bath)</p> <p>6:30pm – 8:30pm Community Dinners at Summitt Hotels</p> <p>Independent Reflection and Journaling</p>
<b>Wednesday, September 30</b>
<p>Breakfast provided at Summitt Hotels</p> <p>9:00am – Re-Membering!</p> <p>1:00pm – 4:00pm Lunch and Reflections</p> <p>Communal Group Reflections  (Debrief: Reflect, Integrate, Implement Session (RII))</p> <p>Dinner at Mables Table</p>
<b>Thursday, October 1 – Cape Coast Resurrection Day/A2MEND Land</b>
<p>Breakfast provided at Summitt Hotels</p> <p>Hotel Check-out/ Bus Loading</p> <p>Morning, Sunrise Site Tour and Resurrection Programming</p> <p>Future: Racial Trauma Healing &amp; Wellness Center</p>



12:30pm – 4:30pm    Travel to Accra Dinner on Own
<b>Friday, October 2 – Strategy and Implementation Day</b>
Breakfast at Summit Hotels 9:00am – 5:00pm    Independent Work Day Lunch Nkyinkyim Museum Visit Dinner on Own Optional Night Out
<b>Saturday, October 3 – Group Presentation/Closing</b>
Breakfast at Summit Hotels 8:30am – 1:30pm    Group Presentations/Closing Ceremony Lunch on Own 4:00pm                Art Center/Shopping Packing/Preparation for Departure Dinner on Own 7:00pm                Closing Celebration
<b>Sunday, October 4 - Departures</b>

Thank you for attending the ADES 2026 Summit.  
Safe travels to all!  
We hope to see you in 2028.

## MiraCosta Community College District Item Report

**Item:** VIII.J.

**Meeting Date:** May 14, 2026

**Subject:** Approve Updated College Courses Agreement with Cathedral Catholic High School

**Category:** Consent Items

**Institutional Goal Supported:** Goal 1

**Recommended:** Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. Cathedral Catholic HS Agreement\_May2026

### **Background:**

During the 2016/17 academic year, Cathedral Catholic High School (CCHS) and the MiraCosta Community College District (MCCD) entered into a dual enrollment contract education agreement that allowed CCHS students to enroll in MiraCosta College courses offered at the CCHS campus during the regular school day, earning both high school and college credit. Enrollment in these courses was limited to CCHS students. Following the program's success, the MCCD Instructional Services Division collaborated with CCHS leadership in subsequent academic years to develop additional Exhibit A Course Agreements, which defined and updated individual courses and associated fees separate from the overarching memorandum of understanding (MOU). As part of a departmental review of existing dual enrollment partnership agreements, it was determined that agreements needed to be standardized and updated to ensure consistency across partnerships, alignment with current dual enrollment processes, and compliance with revisions to the California Education Code.

### **Status:**

MiraCosta College leadership within the Instructional Services and Administrative Services divisions, including the Vice President of Instructional Services, the Dean of Instructional Services, and the Director of Purchasing, Contracts, and Material Management, developed a standard dual enrollment contract education agreement for college courses. The agreement outlines the terms related to facilities use, financial commitments, indemnification, insurance, program management, fees, and modification of the agreement. It also incorporates MCCD's adopted standard 15% indirect cost rate on instructional costs to support admissions and records services and instructional



services administrative support. The updated agreement and cost estimate were provided to CCHS leadership, and no revisions were requested. The updated College Courses Agreement is now being presented for board approval.

**Recommended Action:**

Approve the updated Agreement Regarding College Courses between Cathedral Catholic High School and MiraCosta Community College District.

**AGREEMENT REGARDING COLLEGE COURSES  
BETWEEN  
CATHEDRAL CATHOLIC HIGH SCHOOL AND  
MIRACOSTA COMMUNITY COLLEGE DISTRICT**

This AGREEMENT REGARDING COLLEGE COURSES (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between Cathedral Catholic High School (hereinafter “CCHS”) and the MiraCosta Community College District (hereinafter “MCCD”). The purpose of this Agreement is to permit MCCD and CCHS to provide MCCD-approved college courses to CCHS students. MCCD and CCHS may be collectively referred to as the “Parties” and individually as “Party.”

**RECITALS**

WHEREAS, CCHS is a private educational college preparatory school in Del Mar, San Diego, CA;

WHEREAS, CCHS desires to affiliate with MCCD in order to provide its students with college courses approved for college credits through MCCD; and

WHEREAS, MCCD is an accredited, educational institute empowered to grant college credits for college courses; and

WHEREAS, all of the terms between MCCD and CCHS shall be set forth in this Agreement;

WHEREAS, MCCD and CCHS agree to work together to afford current CCHS students the opportunity to enroll in college courses for college credit in order to provide challenging academic and career preparatory experiences to qualified CCHS students and to enable students to earn simultaneous college credit and meet high school graduation requirements (the “Program”).

NOW, THEREFORE, in consideration of mutual promises to each other, the Parties agree as follows:

**1. Term and Termination.**

- a. Term. Upon signature by both MCCD and CCHS, this Agreement shall be in effect beginning June 9, 2026, and shall remain in full force and effect for one year. The Parties may extend the Agreement thereafter upon written amendment executed by the Parties if the Parties agree as indicated by the approval of future Course Agreements (per Exhibit A).



- b. Termination. This Agreement may be terminated upon six months written notice by either party with or without cause by either Party. Written Notification of termination by the Party who wishes to terminate this Agreement must be submitted six months prior to the beginning of the semester for which it will be in effect. Termination shall not affect Students currently assigned to the Program for his/her/their educational experience. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. The Agreement shall immediately terminate if CCHS's or MCCD's licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against CCHS or MCCD by any accreditation or regulatory agency.

2. **Program Management.** MCCD and CCHS will cooperate with respect to elements of program management.

a. Responsibilities of MCCD.

- i. MCCD shall offer mutually agreed upon and approved college courses to meet the needs of CCHS students.
- ii. MCCD shall ensure that all faculty teaching dual enrollment courses must meet the Minimum Qualifications for courses taught pursuant to this Agreement, 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.
- iii. MCCD shall be responsible for all payments and salaries to the instructors for their instruction of the college courses offered under this Agreement. The Parties agree that the instructors are at all times employees of MCCD. MCCD will be the employer of record for the purposes of compensation, assignment, supervising, and other responsibilities pursuant to state and federal law, including but not limited to, provision of workers compensation coverage and payroll taxes. While performing services related to the college courses under this Agreement, the instructor is under MCCD's direct control and direction and may not have any other assigned duty during the instructional activity for which attendance may be claimed.
- iv. MCCD shall provide the instructor an orientation, instructor's materials, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.

- v. MCCD shall offer and shall be responsible for teaching, supervising, and administering the mutually agreed upon and approved college courses described in Exhibit A of this Agreement. MCCD shall ensure the course offerings meet all appropriate State of California Code of Regulations ("Title 5") and State of California Education Code requirements.
- vi. College credit courses are governed by the policies and regulations of MCCD. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and Internet, or at secondary schools.
- vii. MCCD shall assist CCHS student registration procedures, associated paperwork, and other support services to manage the courses offered under this Agreement.

b. Responsibilities of CCHS.

- i. CCHS shall provide support staff, facilities, equipment, materials, day-to-day management support, required supervision, and all other related overhead and services necessary to conduct the college courses offered under this Agreement. CCHS will be responsible for supply (whiteboard markers, paper, copying, etc.) and equipment costs associated with support for instruction related to this Agreement.
- ii. CCHS shall offer, at the CCHS Campus location and facility specified by CCHS, the mutually agreed upon and approved college courses listed in Exhibit A.
- iii. CCHS will be responsible for any technology services costs associated with program management. MCCD and CCHS will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.
- iv. CCHS will bear the costs of any repair or damages resulting from the use of the CCHS Campus facilities.
- v. CCHS will be responsible for the direct costs of safety, security, and supervision of the CCHS Campus during the hours of the college courses provided under this Agreement.

c. Joint Responsibilities.

- i. MCCD and CCHS shall each work in good faith to implement this Agreement, to work together to provide any requested



documentation to state or other agencies and shall use best efforts to resolve any disputes informally.

- ii. M CCD and CCHS shall mutually work to assure that the college courses listed in the Course Agreement (Exhibit A) and the outlines of record for such college courses are approved by M CCD's curriculum committee as meeting Title 5 course standards. M CCD and CCHS shall mutually work to assure the college courses meet the requirements for course credits and will be processed by M CCD as a course to be offered for college credit under this Agreement.
- iii. M CCD and CCHS shall coordinate with each other to ensure that all personnel, equipment and materials used in carrying out the Parties' responsibilities under this Agreement conform to State of California mandated standards governing instructional programs for community colleges. M CCD shall promptly notify CCHS of any changes in State mandated standards or regulations governing instruction programs for community colleges that necessitate changes to the implementation of this Agreement. M CCD and CCHS agree to work cooperatively to modify the processes by which the college courses are managed to comply with any such changes in standards or regulations, even though changes to the standards may not require a formal amendment of this Agreement.
- iv. Academic advising will be the joint responsibility of M CCD and CCHS. Both M CCD and CCHS will ensure CCHS students receive support services, such as academic, career counseling, and mental health counseling, placement assistance, and tutoring services.
- v. Matters of student discipline will be handled cooperatively between the appropriate M CCD and CCHS administrators. CCHS students will remain subject to their regular CCHS code of conduct and disciplinary process during the college courses provided under this Agreement.
- vi. M CCD and CCHS shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5 of the California Code of Regulations, including, but not limited to Sections 53410, 55002, 55005, 55230, 55232, 58051, 58051.5, 58055, 58056, 58058, and Education Code Section 78015.
- vii. Further responsibilities of M CCD and CCHS are described in this Agreement.

### **3. College Courses.**

- a. MCCD shall offer the college courses approved in the Course Agreement (Exhibit A), which may be updated separately from this Agreement in subsequent years.
- b. Courses under this Agreement shall provide educational enrichment opportunities for advanced scholastic or career and technical education work. MCCD and CCHS shall jointly select and agree upon the college courses to be offered under this agreement.
- c. Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MCCD including, but not limited to: the official course outline of record and the student learning outcomes established by the associated MCCD academic department; quality and rigor; compliance with MCCD academic standards; and listing in the MCCD catalog including department designations, course descriptions, numbers, titles, and credits. Courses shall be taught according to an MCCD-approved course outline, demonstrating the pace, rigor, and quality of a college-level course. Courses will use the same department designations, course descriptions, numbers, titles, and credits as other MCCD courses.
- d. Courses offered under this Agreement shall be taught on the CCHS high school campus located at 5555 Del Mar Heights Rd. San Diego, CA 92130, MCCD campus, or online, as specified in the Exhibit A to this Agreement.
- e. MCCD courses offered at the CCHS Campus will adhere to MCCD scheduling practices and the annual academic calendar. Exceptions may be made with approval of the MCCD Vice President of Instructional Services.
- f. Student withdrawal dates/policies will be consistent with existing MCCD adopted policies and calendars. MCCD will share applicable deadlines and dates with CCHS each term to ensure alignment and clear communication.
- g. Evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with the MCCD guidelines, policies, pertinent statutes, and regulations.
- h. MCCD has the sole right to control and direct the instructional activities of all instructors for the sole purpose of facilitating the Agreement courses in accordance with this Agreement, including those who are CCHS employees.



- i. Site visits and instructor evaluations by one or more representatives of the M CCD shall be permitted by CCHS to ensure that courses offered as part of this Agreement are in compliance with the M CCD academic standards.

**4. Payments and Method of Payment.**

- a. CCHS shall pay M CCD for the cost of instruction associated with all college courses provided according to the costs specified in the Exhibit A Course Agreement.
- b. CCHS shall pay M CCD for the indirect costs associated with offering college courses. M CCD has adopted a standard fifteen percent (15%) indirect cost rate for any agreements awarded to high school partners. This cost rate is used to cover the admissions and records services supports and to offset institutional costs for the administrative functions necessary for the implementation of the services provided under this Agreement. The amount is specified in the Exhibit A Course Agreement.
- c. Each month, M CCD will send CCHS an invoice for the college courses and services provided under this Agreement for that billing cycle. M CCD will strive to send CCHS the invoice on or by the day after the billing period concludes, except for the first month this Agreement is in effect.
- d. CCHS shall pay the invoice in full within 30 days of receipt of the invoice. CCHS shall pay M CCD by check and mail the check payment to:

MiraCosta Community College District  
Fiscal Services; MS #6  
1 Barnard Drive  
Oceanside, CA 92056-3899  
United States of America

- e. All payments by CCHS to M CCD under this Agreement shall be subject to verification by the Chancellor's Office of the California Community Colleges and other appropriate State of California agencies and audit entities.

**5. State Apportionment.**

- a. M CCD agrees that courses taught under this Agreement will not be reported for state apportionment.

**6. Use of Facilities.**

- a. CCHS shall provide classroom space for the mutually agreed upon and approved courses listed in the Exhibit A Course Agreement.

- b. CCHS agrees to allow MCCD access to classroom space for the express purpose of offering college courses and to waive any applicable use of facilities fees.
- c. MCCD shall have use of appropriate classroom facilities located at CCHS Campus during the dates specified in the Exhibit A Course Agreement, to be used for the purpose of offering courses and proctoring exams.
- d. Parking spaces will be provided to MCCD faculty and staff at the CCHS Campus as needed.
- e. MCCD shall not be required to acquire any other permits or facility use approvals at the CCHS Campus, except as are set forth and provided for in this Agreement.

**7. Designated Representatives.**

- a. MCCD and CCHS will each select a designated representative who will work with each other on the processes, procedures, and tracking mechanisms that will ensure compliance with this Agreement and MCCD policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking courses.

**8. Student Admissions and Enrollment.**

- a. MCCD and CCHS agree and acknowledge that college courses provided under this Agreement shall only be open to CCHS students.
- b. To be eligible to enroll in college courses under this Agreement, CCHS students must be ready to take on college level work as determined by CCHS. CCHS shall complete and maintain any documentation certifying a student's ability to benefit from advanced scholastic or career and technical education work.
- c. To be eligible to enroll in college courses under this Agreement, CCHS students must meet the applicable course requirements/prerequisites as stated in the MCCD course catalog. CCHS will ensure that each student meets the stated prerequisites prior to enrollment.
- d. To enroll in college courses under this Agreement, CCHS students shall fill out an admission application and the MiraCosta College Early College Credit Form. This form is required only once and remains valid for the duration of the student's high school career.
- e. To enroll in college courses under this Agreement, CCHS student's parent or legal guardian must provide parental consent for enrollment.



The parent or legal guardian must sign and date the parental consent section of the MiraCosta College Early College Credit Form, which includes consent to treat a minor if the student will attend courses on a MCCD campus.

- f. MCCD reserves the right to decline a CCHS student's admission into a college course based on non-discriminatory criteria.
- g. When a minor CCHS student participates in a college course, all rights to inspect or gain access to the student's records transfer from the student's parent or legal guardian to the student. (34 CFR Section 99.5 of the Family Education Rights and Privacy Act). A student may grant access to a parent or guardian on their Early College Credit Form to receive information related to the application process, registration, and any holds on the account.
- h. CCHS students will have access to MCCD services such as the library, tutoring services, student I.D. cards, etc.
- i. MCCD will provide the necessary admission and registration forms and procedures. CCHS shall be familiar with, understand, and follow applicable MCCD admissions and registration policies and procedures, which are available on the [MCCD dual enrollment admissions website](#). Both Parties will jointly ensure that each applicant has met all the requirements prior to enrollment.
- j. Final course grade rosters shall be provided to CCHS by MCCD upon course completion. If there is a student challenge for the final grade, the student shall follow the MCCD procedure detailed in MCCD [AP4231](#).
- k. It is the responsibility of the student to follow the MCCD process when requesting an official MCCD transcript.
- l. The maximum number of students who will be allowed to enroll in a college course will be limited to the course capacities established by MCCD.
- m. CCHS students enrolled under this Agreement are limited to a maximum of **11 units per term** at MiraCosta College.

## **9. Student Fees.**

- a. CCHS students enrolled in college courses under this Agreement are exempt from paying per unit enrollment fees and exempt from paying the MCCD Health Fee and Student Center Fee. Students may opt out of the two (2) dollar Student Representation Fee on the MiraCosta College Early College Credit Form.

- b. Residency for Tuition Purposes: CCHS certifies that students are physically present and reside in California while attending their institution, making them eligible for the AB2346 nonresident tuition waiver.
- c. CCHS will provide the books and materials for the college courses under this Agreement.
- d. All textbooks for college courses under this Agreement must be approved by the appropriate MCCD department and faculty.

## **10. Faculty.**

- a. All faculty teaching dual enrollment courses must meet the Minimum Qualifications for courses taught pursuant to this Agreement, 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](#)
- b. Proposed faculty who are also teachers at CCHS and meet minimum qualifications to teach MCCD courses under this Agreement will be vetted and onboarded using standard MCCD practices and procedures applicable to all MCCD associate faculty. Vetting process may include meeting with the relevant Department Chair or other departmental faculty who will then make a recommendation to the dean.
- c. MCCD will collaborate with the respective instructional department to provide discipline-specific orientation, including, but not limited to, course curriculum and outlines, instructor's manual, assessment criteria, course philosophy, grading procedures, record keeping, and other instructional responsibilities.
- d. Faculty will follow the MCCD course outline of record for the course and participate in any required student learning outcomes (SLO) assessment mechanisms. MCCD and CCHS will coordinate and cooperate in conducting these assessments.
- e. Faculty teaching courses under this Agreement will be evaluated by MCCD following the established MCCD evaluation protocols. MCCD and CCHS will coordinate and cooperate in conducting in-person observations of MCCD faculty on CCHS campus. MCCD will make professional development opportunities available to faculty who are CCHS employees.
- f. It will be the responsibility of MCCD to find and fund a replacement for a MCCD faculty member teaching a college course if he/she is unable to



complete the instructional assignment. MCCD will make every attempt to assist in finding an appropriate replacement to complete the term.

- g. Faculty shall take attendance and maintain records of student attendance. MCCD will notify the CCHS of any attendance problems. CCHS may review attendance records.
- h. Faculty who teach courses offered as part of this Agreement 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 instructional activity. For all courses taught on MCCD or CCHS campus, faculty must be physically present in the classroom or within line-of-sight of the students.
- i. Faculty will coordinate with the MCCD and CCHS designated representatives prior to dropping a student from a course.
- j. Faculty will submit grades to MCCD when due according to MCCD's schedule. Upon completion of CCHS's term, faculty may submit change of grade forms, when applicable, for students whose grades have changed since the end of MCCD's term. All grade change requests must be in compliance with MCCD Administrative Procedure 4231 Grade Changes.

## **11. Confidentiality and Reporting.**

- a. The Parties will maintain the confidentiality of any and all data exchanged by each as part of this Agreement. The confidentiality obligations in this section shall survive the termination or expiration of this Agreement or any agreement that supersedes it. All Data remains the sole property of the disclosing Party, and the receiving Party shall have no rights or interests in such Data except as expressly provided herein. Subject to applicable federal and state laws, including the California Public Records Act, each Party agrees not to use the other Party's Data for any purpose other than fulfilling its obligations under this Agreement, and to disclose such Data only to employees or approved subcontractors who have a legitimate need to know and are bound by confidentiality obligations no less stringent than those in this Agreement. Each Party shall protect such Data from unauthorized use, access, or disclosure with the same level of care it uses to protect its own confidential information, and at a minimum, with reasonable care. In the event of any actual or suspected unauthorized access or use, the receiving Party shall promptly notify the disclosing Party. To ensure continued confidentiality and data security, the Parties shall implement and maintain safeguards including secure password-protected access to relevant systems, procedures that preserve system integrity, and protocols that prevent unauthorized interception or access. All handling

of confidential Data must comply with the Family Educational Rights and Privacy Act (FERPA) and applicable California laws concerning student privacy, such as the Information Practices Act and the California Public Records Act, to the extent those laws apply to the Parties.

- b. Final course grade rosters shall be provided to CCHS by MCCD upon course completion. If there is a student challenge for the final grade, the student shall follow the MCCD procedure detailed in [MCCD AP4231](#).
- c. MCCD will complete and submit Management Information Systems (“MIS”) reports as required by the California Community Colleges Chancellor’s Office.
- d. MCCD and CCHS may survey and collect data on students and alumni of the college courses provided under this Agreement. MCCD and CCHS may conduct surveys of participating instructors, principals, guidance counselors, or other MCCD or CCHS employees involved in the college courses. MCCD and CCHS may share or use survey data for the purpose of informing practice, making adjustments, and improving the quality of the college courses.

**12. Title IX.** Title IX of the Education Amendments of 1972 is a federal law that prohibits discrimination on the basis of sex in any federally funded education program or activity. MCCD is subject to the requirements of Title IX. Upon enrollment in college courses under this Agreement, CCHS students will receive information regarding MCCD’s harassment and unlawful discrimination policies and resources and how to file an incident report with the MCCD Title IX Coordinator. CCHS shall identify a staff member who will be responsible to assist any student who needs to communicate with the MCCD Title IX Coordinator.

**13. Non-Discrimination Clause.** 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.

**14. Handicap Accessibility.** Consistent with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132 (collectively the “Acts”) the Parties recognize their obligation to disabled Students who can meet the essential eligibility requirements of the Program with or without reasonable accommodation. While the Acts do not require the Program to substantially modify or lower its standards to accommodate disabled Students, the issue of reasonable accommodation depends on the individual circumstances of each Student, and this determination requires a fact-specific, individualized analysis of the disabled individual’s



circumstances and accommodations that might allow him or her to meet the PROGRAM'S standards. The Parties agree to participate in the accommodation process as required by law.

**15. Indemnification and Hold Harmless.**

- a. Indemnification of CCHS - To the fullest extent permitted by law, CCHS shall defend, indemnify, and hold harmless MCCD and its Board of Trustees, officers, employees, students, and agents ("MCCD and MCCD Personnel") from and against any and all claims, liabilities, losses, damages, penalties, fines, judgments, expenses, and costs, including reasonable attorneys' fees and expert witness fees, arising out of or related to any act or omission of CCHS or its officers, employees, agents, or contractors in connection with this Agreement. This includes, without limitation, claims related to CCHS's provision of facilities, failure to maintain a safe environment, or other acts or omissions occurring on CCHS property outside the control of MCCD. CCHS shall defend such claims at its own expense with legal counsel reasonably acceptable to MCCD.
- b. Indemnification by MCCD -To the fullest extent permitted by law, MCCD shall defend, indemnify, and hold harmless CCHS and its governing body, officers, employees, students, and agents ("CCHS and CCHS Personnel") from and against any and all claims, liabilities, losses, damages, penalties, fines, judgments, expenses, and costs, including reasonable attorneys' fees and expert witness fees, arising out of or related to any act or omission of MCCD or its officers, employees, agents, or contractors in connection with this Agreement. This includes, but is not limited to, damage to CCHS facilities or property caused by MCCD or MCCD Personnel during their use of the facilities, or any negligent or wrongful conduct occurring during MCCD's instructional activities on CCHS premises. MCCD shall defend such claims at its own expense using legal counsel reasonably acceptable to CCHS. MCCD shall not be liable for damage to CCHS property unless such damage results solely from the negligence of MCCD or MCCD Personnel.
- c. Proportional Liability - The Parties agree that, where liability arises from the concurrent acts or omissions of both MCCD and CCHS, each Party shall bear responsibility in proportion to its respective fault. Each Party shall be solely responsible for claims arising from its own independent acts or omissions and those of its officers, employees, agents, or contractors.
- d. Notice of Claim - In any case where indemnification is required under this Agreement, the indemnified Party shall promptly provide written notice to the indemnifying Party detailing the nature of the claim and the basis for potential liability. Delay in providing such notice shall not relieve

the indemnifying Party of its obligations except to the extent it is materially prejudiced by the delay. The indemnified Party shall not admit liability or settle any claim without the prior written consent of the indemnifying Party, which shall not be unreasonably withheld.

- e. Survival of Obligations - The obligations under this section shall survive the termination or expiration of this Agreement and shall apply to any claims, liabilities, or damages arising from events occurring prior to such termination or expiration, or based on alleged conduct occurring during the term of this Agreement.

## **16. Insurance.**

- a. The MCCD shall procure and maintain, in full force and effect, 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. In addition, MCCD shall procure and maintain Workers' Compensation insurance to cover its employees and Students while participating in the clinical experience, 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. However, proof of such insurance coverage will not constitute acceptance of MCCD's tender of defense of allegations of negligence against Student to MCCD.
- b. CCHS, at its sole expense, will procure and maintain in full force and effect 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. Upon execution of this Agreement and separate written request, CCHS 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 MCCD.
- c. The Obligations pursuant to this section shall survive termination or expiration of this Agreement.

**17. Governing Law.** This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.



**18. Force Majeure.** The parties are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

**19. Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in San Diego County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing Party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the Party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing Party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

**20. Successors; No Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither Party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other Party.

**21. Approval.** This Agreement must be approved by the CCHS Board of Directors and the MCCD Board of Trustees.

**22. Severability.** Should any of the provisions or terms of this Agreement be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby and shall remain in full force and effect and said illegal, invalid, or unenforceable part, term, or provision shall be deemed stricken and not to be a part of this Agreement.

**23. Disqualified Employees.** MCCD and CCHS shall ensure that persons who perform services on MCCD or CCHS property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.

**24. Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which shall constitute a single instrument, and signatures submitted by electronic means or fax, shall be deemed the equivalent of original inked signatures. A signed copy of this Agreement shall have the same force and effect as an original.

**25. Partnership Liaison.** Each Party shall appoint a Partnership Point of Contact, who will serve as a point of contact to facilitate the coordination of college courses between MCCD and CCHS in conformity with its policies and standards. Among other things, the 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 during use of a Party's Property.

#### **Partnership Points of Contact**

MiraCosta Community College District  
Kristina Denée Pescarmona  
Vice President, Instructional Services  
760-795-6805  
[dpescarmona@miracosta.edu](mailto:dpescarmona@miracosta.edu)

Cathedral Catholic High School  
Christina Bailleul  
Dean of Academics  
858-523-4000 ext. 1102  
[cbailleul@cathedralcatholic.org](mailto:cbailleul@cathedralcatholic.org)

Zhenya Lindstrom  
Dean, Instructional Services  
442-262-2180  
[zlindstrom@miracosta.edu](mailto:zlindstrom@miracosta.edu)

Kevin Calkins  
President  
858-523-4000 ext.1721  
[kcalkins@cathedralcatholic.org](mailto:kcalkins@cathedralcatholic.org)

**26. Notices.** Any notice permitted or required under this 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

Cathedral Catholic High School  
Christina Bailleul  
Dean of Academics  
5555 Del Mar Height Road  
San Diego, CA 92130



**Entire Agreement.** This Agreement and its attachments, constitute the sole entire Agreement and understanding between MCCD and CCHS concerning their subject matter. It replaces and supersedes all prior Agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by MCCD and CCHS.

IN WITNESS WHEREOF, MCCD and CCHS hereto have executed this AGREEMENT REGARDING COLLEGE COURSES as of the day and year first above written.

CATHEDRAL CATHOLIC HIGH SCHOOL

\_\_\_\_\_  
Cathedral Catholic High School President

\_\_\_\_\_  
Approval Date

MIRACOSTA COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Dr. Sunita Cooke, Superintendent/President

\_\_\_\_\_  
Approval Date

Attachment:  
Exhibit A

**EXHIBIT A: 2026-2027 COURSE AGREEMENT**

**Between  
MIRACOSTA COMMUNITY COLLEGE DISTRICT and CATHEDRAL CATHOLIC  
HIGH SCHOOL**

This Course Agreement is being executed between MiraCosta Community College District (MCCD) and Cathedral Catholic High School (“CCHS.”) as Exhibit A to the *Agreement Regarding College Courses Between Cathedral Catholic High School and MiraCosta Community College District (“Agreement Regarding College Courses”)*, the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this *Course Agreement* and the *Agreement Regarding College Courses*, the *Agreement Regarding College Courses* shall control. This *Course Agreement* is entered into between MCCD and CCHS as of the date set forth below.

**Date of this Course Agreement: June 2026 - June 2027**

**College Courses:** MCCD shall offer the following approved college courses:

<b>SUMMER 2026</b>							
<b>Summer 2026</b>							
<b>Course</b>	<b>Maximum # of students</b>	<b># of sections</b>	<b>Course LHE</b>	<b>Total LHE (Course LHE x # of Sections)</b>	<b>Required Contact Hours Per Section</b>	<b>Total LHE Cost Per Course (1 LHE = \$2,909)</b>	<b>Schedule</b>
SPAN 102	60	2	5	10	80-90	\$29,090	Online
<b>Summer 2026 Instruction Cost Subtotal</b>						<b>\$29,090</b>	
<b>15% Indirect Cost (Administrative + A&amp;R Support)</b>						<b>\$4,364</b>	
<b>Total Summer 2026 Cost</b>						<b>\$33,454</b>	

<b>FALL 2026 – SPRING 2027</b>							
<b>Fall 2026</b>							
<b>Course</b>	<b>Maximum # of students</b>	<b># of sections</b>	<b>Course LHE</b>	<b>Total LHE (Course LHE x # of Sections)</b>	<b>Required Contact Hours Per Section</b>	<b>Total LHE Cost Per Course (1 LHE = \$2,909)</b>	<b>Schedule</b>
HIST C1001	80	2	3	6	48-54	\$17,454	ARR
MATH 265	35	1	4	4	64-72	\$11,636	ARR
POLS C1000	40	1	4	4	64-72	\$11,636	ARR
PSYC C1000	120	3	3	9	48-54	\$26,181	ARR
SOCI C1000	80	2	3	6	48-54	\$17,454	ARR
DRAM 110	30	1	3	3	48-54	\$8,727	ARR
<b>Fall 2026 Instruction Cost Subtotal</b>				<b>32</b>		<b>\$93,088</b>	



<b>Spring 2027</b>							
<b>Course</b>	<b>Maximum # of students</b>	<b># of sections</b>	<b>Course LHE</b>	<b>Total LHE (Course LHE x # of Sections)</b>	<b>Required Contact Hours Per Section</b>	<b>Total LHE Cost Per Course (1 LHE = \$2,909)</b>	<b>Schedule</b>
HIST C1002	80	2	3	6	48 - 54	\$17,454	ARR
MATH 270	35	1	4	4	64-72	\$11,636	ARR
POLS C1000	40	1	4	4	64-72	\$11,636	ARR
PSYC 114	120	3	3	9	48-54	\$26,181	ARR
SOC 102	80	2	3	6	48-54	\$17,454	ARR
DRAM 232	30	1	4	4	64-72	\$11,636	ARR
<b>Spring 2027 Instruction Cost Subtotal</b>				<b>33</b>		<b>\$95,997</b>	

<b>Fall 2026 – Spring 2027 Instruction Cost</b>	<b>\$189,085</b>	
<b>Indirect Cost (Administrative + A&amp;R Support)</b>	<b>\$28,363</b>	
<b>Total Fall 2026 – Spring 2027 Cost</b>	<b>\$217,448</b>	

**Notices.** Any notice, communication, or delivery required by this Agreement by either Party to the other shall be completed by personal delivery or by first-class mail to:

- a. Christina Bailleul  
Dean of Academics  
5555 Del Mar Height Road  
San Diego, CA 92130
  
- b. Kristina Denée Pescarmona, Vice President of Instructional Services  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**CATHEDRAL CATHOLIC HIGH SCHOOL**

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Kevin Calkins, President

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Dr. Sunita Cooke, Superintendent/President

## MiraCosta Community College District Item Report

**Item:** VIII.K.

**Meeting Date:** May 14, 2026

- Subject:** Approve Summer 2026 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
- Category:** Consent Items
- Institutional Goal Supported:** Goal 1
- Recommended:** Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. OUSD CCAP\_Summer 2026 Program Components Appendix\_May2026

### **Background:**

In 2017 MiraCosta College established a College and Career Access Pathways (CCAP) Agreement for Dual Enrollment with Oceanside Unified School District (OUSD). The initial CCAP agreement with OUSD included courses in Counseling, Communications, and Mathematics. Those CCAP courses proved successful, and OUSD and MiraCosta College continued the CCAP partnership. Additional transfer and Career Education pathways have been developed for OUSD students. The attached OUSD CCAP Summer 2026 Program Components represents the currently agreed upon course offerings for the Summer 2026 academic term.

### **Status:**

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

### **Recommended Action:**

Approve the OUSD CCAP Summer 2026 Program Components.



**APPENDIX**  
**OCEANSIDE UNIFIED SCHOOL DISTRICT CCAP**  
**SUMMER 2026 PROGRAM COMPONENTS**

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

**Estimated Number of Students to be Served:** 311

**Total Sections:** 14

Summer 2026 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
<b>MCC</b>	GEOG	101	3	M-TH	9-12:05	Staff	MCCD	48-54	40
<b>MCC</b>	COMM	215	3	M-TH	9-12:05	Staff	MCCD	48-54	30
<b>MCC</b>	FILM	101	3	M-TH	9-12:05	Staff	MCCD	48-54	40
<b>MCC</b>	SOC	207	3	M-TH	9-12:05	Staff	MCCD	48-54	40
<b>Online*</b>	SOC	207	3	Online	Asynch	Staff	MCCD	48-54	40
<b>Online*</b>	SOC	207	3	Online	Asynch	Staff	MCCD	48-54	40
<b>Online*</b>	EART	106	3	Online	Asynch	Staff	MCCD	48-54	35
<b>Online*</b>	MUS	112	3	Online	Asynch	Staff	MCCD	48-54	35
<b>ARR</b>	MATH	292	1	ARR	Asynch	Staff	MCCD	Varies	Varies
<b>ARR</b>	HOSP	292	1	ARR	Asynch	Staff	MCCD	Varies	Varies
<b>ARR</b>	DESN	292	1	ARR	Asynch	Staff	MCCD	Varies	Varies
<b>ARR</b>	DESN	299	1	ARR	Asynch	Staff	MCCD	Varies	Varies
<b>ARR</b>	CHLD	292	1	ARR	Asynch	Staff	MCCD	Varies	Varies
<b>ARR</b>	BUS	292	1	ARR	Asynch	Staff	MCCD	Varies	Varies

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

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

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

Course	Books and Instructional Materials	Cost per Title
GEOG 101	The course does not require purchasing books or instructional materials.	N/A
COMM 215	The course does not require purchasing books or instructional materials.	N/A

FILM 101	The course does not require purchasing books or instructional materials.	N/A
SOC 207	The course does not require purchasing books or instructional materials.	N/A
EART 106	The course does not require purchasing books or instructional materials.	N/A
MUS 112	American Popular Music Author: Starr Edition: 5 <sup>th</sup> Edition	\$42.00
MATH 292	The course does not require purchasing books or instructional materials.	N/A
HOSP 292	The course does not require purchasing books or instructional materials.	N/A
DESN 292	The course does not require purchasing books or instructional materials.	N/A
DESN 299	The course does not require purchasing books or instructional materials.	N/A
CHLD 292	The course does not require purchasing books or instructional materials.	N/A
BUS 292	The course does not require purchasing books or instructional materials.	N/A

APPROVED BY: \_\_\_\_\_

Date: \_\_\_\_\_

Dr. Sunita V. Cooke, Superintendent/President



## MiraCosta Community College District Item Report

**Item:** VIII.L.

**Meeting Date:** May 14, 2026

- Subject:** Approve College and Career Access Pathways Partnership Agreement with Carlsbad Unified School District (CUSD)
- Category:** Consent Items
- Institutional Goal Supported:** Goal 1
- Recommended:** Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. Carlsbad Unified School District\_CCAP Agreement\_May2026

### **Background:**

During the 2018/19 academic year, the Carlsbad Unified School District (CUSD) and MiraCosta Community College District (MCCD) entered into a non-College and Career Access Pathways (CCAP) dual enrollment program agreement, which enabled CUSD students to enroll in MiraCosta College classes at Carlsbad and Sage Creek high schools during the regular school day to earn both high school and college credit. Enrollment in these courses was limited to CUSD students. Following the program's success, the MCCD Instructional Services Division collaborated with CUSD leadership in subsequent academic years to develop additional Exhibit A Course Agreements that defined and updated individual courses, separate from the overarching memorandum of understanding (MOU). Through this collaboration, it was jointly determined that transitioning to a CCAP Partnership Agreement would expand opportunities for CUSD students, with a focus on California General Education Transfer Curriculum (Cal-GETC), Business/Social Entrepreneurship, and Film pathways.

### **Status:**

MiraCosta College leadership within the Instructional Services and Administrative Services divisions, including the Vice President of Instructional Services, the Dean of Instructional Services, and the Director of Purchasing, Contracts, and Material Management, developed a standard College and Career Access Pathways 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 was provided to the CUSD leadership, and no

revisions were requested.

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

**Recommended Action:**

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



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

MiraCosta Community College District (“MCCD”) and the Carlsbad Unified School District (“CUSD”) (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 CUSD 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 CUSD 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 CUSD 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 CUSD.
  - ii. The expected total number of high school pupils to be served;
  - iii. The expected total number of full-time equivalent students projected to be claimed by MCCD for those pupils;
  - iv. The scope, nature, time, location, and Courses (as defined below) to be offered;
  - v. Criteria to assess the ability of pupils to benefit from the Courses;
  - vi. The books, instructional materials, specialized equipment, and other necessary equipment that will be necessary for the Courses offered during the current; and
  - vii. Any other terms the PARTIES deem necessary for the semester or school year.
- 2.2. Appendix A to this CCAP Agreement is attached hereto and fully incorporated herein by this reference. The PARTIES may execute Appendix A on a semester or school year basis.

## **3. APPROVAL OF THE CCAP AGREEMENT**

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



- 3.2. For career technical education pathways to be provided pursuant to this CCAP Agreement, MCCD and CUSD 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 CUSD, 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 CUSD'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 CUSD 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 CUSD. In the event of a conflict between MCCD course related regulations, policies, procedures, prerequisites and standards and CUSD policies, practices and requirements, MCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 5.5. Courses offered at the CUSD 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 CUSD.
- 5.6. Courses must be approved by the Chancellor's Office unless MCCD received delegated authority to approve those courses separately locally.
- 5.7. All Courses, regardless of location, shall be of the same quality and rigor as those offered at MCCD's campus, either in person or using an online platform, and shall be in compliance with MCCD academic standards.
- 5.8. Courses offered at the CUSD 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 CUSD 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 CUSD on a semester basis.
- 5.11. Site visits and instructor evaluations by one or more representatives of MCCD shall be permitted by the CUSD to ensure that Courses offered at the CUSD 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 CUSD employees. MCCD will exercise this right in consultation with CUSD.
- 5.15. MCCD and CUSD each certify that any pretransfer-level Course taught by MCCD faculty at a CUSD 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 CUSD, and shall involve a collaborative effort between CUSD 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 CUSD 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 CUSD 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 CUSD teacher teaching a Course at a CUSD 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 CUSD 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 CUSD certifies and agrees that:
- i. The CUSD has not received full compensation for the direct education costs of the Courses from other sources.
  - ii. Any MCCD instructor teaching a Course the CUSD'S campus or online has not displaced or resulted in the termination of any existing CUSD employee teaching the same course on that CUSD campus.
- 6.3. CUSD 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 CUSD 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 CUSD 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 CUSD defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses.
- 7.8. Minimum Enrollment – MCCD will provide the minimum enrollment of Students per Course. If the minimum is not met, the Course will be reviewed by MCCD to determine cancellation.

## **8. PARTICIPATING STUDENTS**

- 8.1. A Student enrolled in a Course shall not be assessed any fee that is prohibited by Education Code section 49011. The governing board of MCCD shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121.
- 8.2. The total cost of books, instructional materials, specialized equipment, and other necessary equipment for CUSD Students who enroll in a Course will be specified in Appendix A ("Material Fees"). Material Fees shall be borne by

CUSD. However, in the event that the CUSD determines it is unable to cover the Material Fees, MCCD and CUSD will act in good faith to identify outside funding sources to cover the Material Fees. Both CUSD 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 CUSD will remain the property of and housed at the CUSD. 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 CUSD 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 CUSD 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 CUSD'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. CUSD 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 CUSD 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. CUSD 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. CUSD agrees to assist Students in completing the required admission and registration steps as may be necessary and requested by MCCD.
- 9.4. The CUSD 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 M CCD Administrative Procedure 7211.2 to be hired by M CCD and be M CCD employees. Appendix A shall specify whether the CUSD or M CCD 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 M CCD, M CCD 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 CUSD, the CUSD 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 M CCD, the instructor shall complete all onboarding steps and acknowledgements for the Non-paid Dual Enrollment Instructors as required by M CCD 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 M CCD, and M CCD retains the right to control and direct the instructional activities of the instructor
- 10.4. M CCD acknowledges that instructors who are M CCD employees and teach on a CUSD campus must complete training by CUSD on the specific safety protocols of the host campus. If on a CUSD campus during a drill, M CCD 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 CUSD 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 M CCD 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 CUSD personnel recommended by CUSD, or other sources. CUSD personnel will perform instructional duties on duty time. CUSD personnel selected to be instructors remain employees of the CUSD, subject to the authority of the CUSD and the CUSD'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 CUSD.
- 10.12. MCCD and CUSD 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. CUSD 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. CUSD 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 CUSD 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 CUSD 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 CUSD 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 CUSD 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 CUSD jointly.
- 11.5. Students enrolled in Courses offered at the CUSD 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 CUSD.

## **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 CUSD 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. CUSD personnel performing these tasks will be employees of CUSD, subject to the authority of CUSD. 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, CUSD 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. CUSD shall maintain permanent records of Student enrollment, attendance, grades and achievement for CUSD Students who enroll in the Courses. CUSD 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 CUSD 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 CUSD 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 CUSD 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 CUSD 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 CUSD 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 CUSD 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 CUSD recognize that, from time to time, disputes may arise between MCCD employees or Students and CUSD employees or Students. When such disputes arise, MCCD and CUSD 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 CUSD shall cooperate as needed in carrying out these requirements, which may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.

- iii. Within a reasonable time of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations to determine whether an investigation is required. If the PARTIES agree that a formal investigation is required, the PARTIES will mutually agree upon the scope of the investigation, an investigator, who may be an outside investigator, or qualified employee of MCCD or CUSD. 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 CUSD 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 CUSD has been, or shall be, paid an allowance or apportionment. The CUSD will claim attendance for the CUSD Students enrolled in Course(s) if the instructors teaching the Courses are fully compensated by the CUSD as CUSD employees.
- 17.3. MCCD will claim full-time equivalent Students ("FTES") for the CUSD 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 CUSD 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. CUSD will provide adequate classroom space at its facilities on a CUSD 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 CUSD.
- 18.3. CUSD 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 CUSD'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 CUSD 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 CUSD agree to the following:

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

INDEMNIFYING PARTY promptly of any Claim and cooperate fully in its defense.

- 21.3. Joint Defense – Notwithstanding the section above, in a case where MCCD and CUSD agree in writing to a joint defense, MCCD and CUSD may appoint joint defense counsel to defend the Claims arising out of the concurrent acts or omissions of CUSD and MCCD. Joint defense counsel shall be selected by mutual agreement of MCCD and CUSD. MCCD and CUSD 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 CUSD further agree that neither party may bind the other to a settlement agreement without the written consent of both MCCD and CUSD.
- 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 CUSD 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 CUSD 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. CUSD, 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, CUSD shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory requirements of California law. The CUSD'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, CUSD 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 CUSD 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 CUSD 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

Carlsbad Unified School District

Debbie Miller

Director of Purchasing

6225 El Camino Real,

Carlsbad, CA 92010

## **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. Andrea Norman, Superintendent  
CARLSBAD UNIFIED SCHOOL DISTRICT

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**MIRACOSTA COMMUNITY COLLEGE DISTRICT Board Meeting**

**Approval Date: \_\_\_\_\_**

**CARLSBAD UNIFIED SCHOOL DISTRICT Board Meeting**

**Approval Date: \_\_\_\_\_**

## APPENDIX A

## APPENDIX A

### MCCD AND CUSD COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PROGRAM COMPONENTS

WHEREAS, MiraCosta Community College District ("MCCD"), and Carlsbad Unified School District ("CUSD") (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 CUSD's Board approved Agenda No. \_\_\_\_\_ on \_\_\_\_\_ for the parties to enter into the Agreement.

WHEREAS, MCCD and the CUSD 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 CUSD 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 CUSD 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

CUSD

Michael Ecker  
Director, Secondary Education  
760-331-5099



### 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: 245 Total Sections: 14

Projected FTES to be Claimed by MCCD: 46.5

Course Name	Units	Days*	Time	Location	Faculty	Employer	Student Contact Hours	Enrollment Cap
<b>FALL 2026 Course Offerings</b>								
FILM 105	3	ARR/Online	ARR +online	CHS	Staff	MCC	48-54	25
MUS 114	3	Online	Asynch	CHS	Staff	MCC	48-54	35
COMM C1000	3	Online	Asynch	CHS	Staff	MCC	48-54	30
NUTR 108	3	Online	Asynch	CHS	Staff	MCC	48-54	40
BUS 136	3	Online	Asynch	SCHS	Staff	MCC	48-54	40
SOCI C1000	3	Online	Asynch	SCHS	Staff	MCC	48-54	40
<b>SPRING 2027 Course Offerings</b>								
FILM 101	3	ARR	ARR	CHS	Staff	MCC	48-54	40
MUS 114	3	Online	Asynch	CHS	Staff	MCC	48-54	35
COMM C1000	3	Online	Asynch	CHS	Staff	MCC	48-54	30
NUTR 108	3	Online	Asynch	CHS	Staff	MCC	48-54	40
COMM 215	3	Online	Asynch	CHS	Staff	MCC	48-54	30
BUS 130	3	Online	Asynch	SCHS	Staff	MCC	48-54	40
SOC 102	3	Online	Asynch	SCHS	Staff	MCC	48-54	40
BTEC 107	3	ARR	ARR	SCHS	Staff	CUSD	48-54	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):

- 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 CUSD.

<b>Course</b>	<b>Books and Instructional Materials</b>	<b>Cost per Title</b>
FILM 105	The course does not require purchasing books or instructional materials.	N/A
MUS 114	What's That Sound? An Introduction to Rock and Roll History Author: John Covach Edition: 6th edition	\$56.99
COMM C1000	The course does not require purchasing books or instructional materials.	N/A
NUTR 108	Food and Culture Author: Kittler Edition: 7th	\$64.49
COMM 215	The course does not require purchasing books or instructional materials.	N/A
BUS 136	The course does not require purchasing books or instructional materials.	N/A
SOCI C1000	The course does not require purchasing books or instructional materials.	N/A
BUS 130	The course does not require purchasing books or instructional materials.	N/A
SOC 102	The course does not require purchasing books or instructional materials.	N/A
BTEC 107	The course does not require purchasing books or instructional materials.	N/A

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

By: \_\_\_\_\_  
 Dr. Andrea Norman, Superintendent  
 CARLSBAD UNIFIED SCHOOL DISTRICT

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

## MiraCosta Community College District Item Report

**Item:** VIII.M.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Award Contract for RFP #01-26 Cafeteria and Vending Food Services to Pacific Dining Food Service Management
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 1 Goal 4
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	<ol style="list-style-type: none"><li>1. Cafeteria Vending Food Services RFP No. 1-26 (Bid Documents)</li><li>2. Pacific Dining Cafeteria Vending Food Services Agreement</li><li>3. PlanetBids Bid Summary</li></ol>

### Background:

The district provides food services across its Oceanside, San Elijo, and Community Learning Center campuses. Historically, Oceanside and San Elijo offered both cafeteria and vending services, while the Community Learning Center provided vending only. Cafeteria operations at Oceanside and San Elijo have relied on a heavily subsidized model with consistently low sales volume since 2020. With the current food services agreement set to expire on July 31, 2026, the district evaluated its service model to support long-term fiscal sustainability.

To maintain access to high-quality food options while transitioning from a subsidized cafeteria model, the district engaged Webb Foodservice Design to assess operations, identify service gaps, and gather input from students, faculty, and staff. This effort, combined with a financial assessment, informed a modernized food service strategy aligned with campus demand.

Based on this assessment and stakeholder input, the district identified a differentiated service model.

- **Oceanside:** Continued cafeteria and catering services to support campus operations.
- **San Elijo:** Transition from traditional cafeteria services to an enhanced vending



model; cafeteria services will be discontinued at the end of the current contract period.

- **Community Learning Center:** Addition of enhanced vending to complement existing traditional vending services.

This approach utilizes technology-enabled solutions to operate efficiently without the overhead of a full cafeteria. To achieve these strategic goals and reduce the annual operating subsidy beginning in Fiscal Year 26/27, the district issued a best-value, consolidated Request for Proposals (RFP) for districtwide food services, including cafeteria, catering, and modernized vending across all locations.

**Status:**

The Purchasing department, in collaboration with Webb Foodservice Design, issued RFP #01-26 Cafeteria and Vending Food Services, which was publicly advertised in the San Diego Union-Tribune on January 8th and 15th, 2026. Proposals were distributed to 88 firms via the PlanetBids portal, and seven electronic proposals were received by the February 18, 2026, deadline. Two (2) proposals were deemed non-responsive, leaving five (5) responsive proposals for evaluation.

A districtwide evaluation committee—including classified professionals, faculty, students, and administrators—reviewed and ranked the written proposals. The committee invited CulinArt, Everytable, and Pacific Dining Food Service Management for formal interviews and presentations. In accordance with Administrative Procedure 6430 Bids and Contracts, the committee recommends an award to the firm providing the "best value" and greatest overall advantage to the district.

Pacific Dining Food Service Management is recommended for the award. Their proposal features a Profit and Loss (P&L) financial model that transitions the district away from subsidized operations and emphasizes a deep commitment to establishing MiraCosta as a flagship account.

**Recommended Action:**

Award five-year contract for RFP #01-26 Cafeteria and Vending Food Services to Pacific Dining Food Service Management.



**PURCHASING &  
MATERIAL MANAGEMENT**

**MiraCosta Community College District**

Purchasing Department

1 Barnard Drive | Oceanside, California 92056

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**REQUEST FOR PROPOSALS  
FOR  
CAFETERIA AND VENDING FOOD SERVICES  
RFP #01-26**

**DEADLINE TIME/DATE FOR  
SUBMISSION OF ELECTRONIC-BID PROPOSALS**

**11:00 AM**

**Wednesday, February 18, 2026**

**VIA BID PORTAL:**

District's PlanetBids portal on the District's webpage:

<https://miracosta.edu/districtbids> OR  
<https://pbsystem.planetbids.com/portal/47167/portal-home>



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## **I. NOTICE TO BIDDERS**

### **RFP #01-26, CAFETERIA AND VENDING FOOD SERVICES**

Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. All Bid Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Addenda.

Each submittal must conform to and be responsive to this Notice. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such submissions for non-responsiveness.

Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Vendor Portal, where the RFP was downloaded. To ensure inquiries are handled effectively, Bidders must submit them one at a time rather than bundling them. This approach allows for more focused and efficient responses. Responses from the District will be communicated via the PlanetBids Vendor Portal by the date listed in Section II-Date and Timeframes. Inquiries submitted after the latest date and time for submitting Pre-Bid Inquiries outlined in Section II-Dates and Timeframes will not be accepted, or the District will not respond to late Pre-Bid Inquiries.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, M.Adm.  
Director, Purchasing, Contracts & Material Management  
Purchasing Department

Publication Dates:  
1st: January 8, 2026  
2nd: January 15, 2026



**II. DATES AND TIMEFRAMES**

<b>ACTIVITY</b>	<b>DATE &amp; TIME (PST)*</b>
Bid Advertisement Dates	1st: January 8, 2026 2nd: January 15, 2026
<b>MANDATORY JOB WALKS AT THREE CAMPUSES</b>  <b>BIDDERS MUST ATTEND ALL THREE (3) TO BE DEEMED RESPONSIVE BIDDERS</b>	<b>Mandatory Job Walks at the following locations:</b> Thursday, January 22, 2026, beginning promptly at 10:00 AM (PST) Location: <a href="#">San Elijo campus, 3333 Manchester Ave., Building 900 (Student Center), Cardiff, CA 92007</a> Thursday, January 22, 2026, beginning promptly at 11:30 AM (PST) Location: <a href="#">Main Campus, 1 Barnard Dr., Building 3400-Cafeteria, Oceanside, CA 92056</a> Thursday, January 22, 2026, beginning promptly at 1:00 PM (PST) Location: <a href="#">Community Learning Center campus, 1831 Mission Ave., Building 300, Oceanside, CA 92058</a>
DEADLINE FOR PRE-BID INQUIRIES	Submit via PlanetBids by: January 30, 2026, before 4:00 p.m.
DEADLINE FOR RESPONSE TO PRE-BID INQUIRIES	Uploaded to PlanetBids by: February 6, 2026, before 6:00 p.m.
<b>DEADLINE TIME/DATE FOR SUBMISSION OF BID PROPOSALS</b>	<b>February 18, 2026, by 11:00 a.m.</b> <b>MUST SUBMIT ELECTRONICALLY</b>
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District’s PlanetBids Vendor Portal at: <a href="https://miracosta.edu/districtbids">https://miracosta.edu/districtbids</a> OR <a href="https://pbsystem.planetbids.com/portal/47167/portal-home">https://pbsystem.planetbids.com/portal/47167/portal-home</a>
Short-Listed Bidders Notified	March 10, 2026
Short-Listed Bidders On-Campus Presentations	March 23, 2026
Anticipated Board Approval	April 16, 2026

**III. BACKGROUND**

For over 90 years, MiraCosta College has been transforming lives and strengthening communities through education in North San Diego County. Established in 1934, the College has grown from a small local institution into a comprehensive community college serving a diverse and dynamic population of approximately 525,000 residents across the District. With a mission centered on educational access, equity, and lifelong learning, MiraCosta College empowers students to achieve their academic, professional, and personal goals.

The MiraCosta Community College District (the “District”) encompasses approximately 130 square miles, including the communities of Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, and Rancho Santa



Fe. To meet the wide-ranging needs of its students and region, the College operates four primary locations:

1. Oceanside Campus – Established in 1964 at 1 Barnard Drive, the Oceanside Campus is the College’s largest location and offers the majority of credit courses, including general education requirements for associate degrees, certificates, and transfer. Students also benefit from robust student services, cultural activities, and athletic programs.
2. San Elijo Campus – Opened in 1988 at 3333 Manchester Avenue in Cardiff, the San Elijo Campus provides a welcoming, student-centered environment. The campus primarily serves transfer-bound students and high school students in dual enrollment, with a strong focus on general education courses.
3. Community Learning Center (CLC) – Located at 1831 Mission Avenue in Oceanside and opened in 2000, the CLC offers comprehensive noncredit programs. These include adult education, high school diploma and GED preparation, English as a Second Language (ESL), citizenship, and specialized courses for older adults and individuals with disabilities.
4. Technology Career Institute (TCI) – Established in Carlsbad at 2075 Las Palmas Drive, TCI delivers advanced technical training aligned with regional workforce needs. In partnership with industry leaders, the institute offers accelerated programs in high-demand fields such as advanced manufacturing, engineering, and biomanufacturing, ensuring students can transition efficiently from education to employment.

Together, these campuses and centers reflect MiraCosta College’s commitment to serving the diverse needs of its communities and preparing students for success in an ever-changing world. For more information, visit [miracosta.edu](http://miracosta.edu).

## **MISSION**

MiraCosta Community College District fosters the academic and holistic success of its diverse learners in a caring and equitable environment, strengthening the educational, economic, cultural, and social well-being of the communities it serves. The District achieves this mission through innovative teaching, learning, and support services, and by offering degree, certificate, career education, adult education, transfer, and life-long learning opportunities.





**CAMPUS DEMOGRAPHICS**

**Students**

<b>Student Enrollment</b>			
<b>Pre-Pandemic</b>			
<b>Term</b>	<b>Oceanside</b>	<b>San Elijo</b>	<b>CLC</b>
Fall 2018	9,361	2,690	2,887
Spring 2019	9,129	2,427	3,254
Summer 2019	2,146	269	1,293
Fall 2019	8,647	2,244	3,103
<b>Recent</b>			
<b>Term</b>	<b>Oceanside</b>	<b>San Elijo</b>	<b>CLC</b>
Fall 2024	5,733	1,193	1,343
Spring 2025	5,676	1,194	1,491
Summer 2025	1,175	149	617
Fall 2025	6,171	1,271	1,482

**Staff & Faculty**

<b>Faculty and Staff by Campus</b>	
Oceanside	1,752
San Elijo	138
CLC	184

Oceanside: Approximately 6% of employees have a hybrid telework agreement.

San Elijo: Approximately 8% of employees have a hybrid telework agreement.

CLC: Approximately 3% of employees have a hybrid telework agreement.

**On-Campus Course Attendance**

The figures below are not indicative of the number of unique students on campus by day. Rather, these figures are an average summation of in-person class attendance by day. These figures include duplicate student counts in classes throughout the day.

Percentages are provided to give insight into the density of population on campus by day part.



**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

<b>Oceanside Campus - Fall 2024</b>			
<b>Total</b>	<b>Total Count By Day</b>	<b>% By Day Part</b>	
Monday	4,333	6:00am-11:00am	43%
		11:01am-2:00pm	34%
		2:01pm-5:00pm	11%
		5:01pm-9:00pm	12%
Tuesday	4,557	6:00am-11:00am	46%
		11:01am-2:00pm	30%
		2:01pm-5:00pm	10%
		5:01pm-9:00pm	14%
Wednesday	4,525	6:00am-11:00am	46%
		11:01am-2:00pm	32%
		2:01pm-5:00pm	10%
		5:01pm-9:00pm	12%
Thursday	4,243	6:00am-11:00am	48%
		11:01am-2:00pm	32%
		2:01pm-5:00pm	10%
		5:01pm-9:00pm	10%
Friday	620	6:00am-11:00am	84%
		11:01am-2:00pm	14%
		2:01pm-5:00pm	2%
		5:01pm-9:00pm	0%
Saturday	83	6:00am-11:00am	100%
		11:01am-2:00pm	0%
		2:01pm-5:00pm	0%
		5:01pm-9:00pm	0%



**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

San Elijo Campus - Fall 2024			
Total	Total Count By Day	% By Day Part	
Monday	743	6:00am-11:00am	58%
		11:01am-2:00pm	30%
		2:01pm-5:00pm	4%
		5:01pm-9:00pm	8%
Tuesday	807	6:00am-11:00am	57%
		11:01am-2:00pm	23%
		2:01pm-5:00pm	13%
		5:01pm-9:00pm	7%
Wednesday	799	6:00am-11:00am	58%
		11:01am-2:00pm	33%
		2:01pm-5:00pm	7%
		5:01pm-9:00pm	2%
Thursday	757	6:00am-11:00am	61%
		11:01am-2:00pm	20%
		2:01pm-5:00pm	12%
		5:01pm-9:00pm	7%
Friday	128	6:00am-11:00am	100%
		11:01am-2:00pm	0%
		2:01pm-5:00pm	0%
		5:01pm-9:00pm	0%
Saturday	20	6:00am-11:00am	100%
		11:01am-2:00pm	0%
		2:01pm-5:00pm	0%
		5:01pm-9:00pm	0%





CLC Campus - Fall 2024			
Total	Total Count By Day	% By Day Part	
Monday	826	8:00am-11:59pm	42%
		12:00pm-4:59pm	13%
		5:00pm-later	45%
Tuesday	1,087	8:00am-11:59pm	33%
		12:00pm-4:59pm	19%
		5:00pm-later	48%
Wednesday	897	8:00am-11:59pm	40%
		12:00pm-4:59pm	15%
		5:00pm-later	45%
Thursday	860	8:00am-11:59pm	38%
		12:00pm-4:59pm	15%
		5:00pm-later	47%
Friday	112	8:00am-11:59pm	89%
		12:00pm-4:59pm	11%
		5:00pm-later	0%
Saturday	87	8:00am-11:59pm	100%
		12:00pm-4:59pm	0%
		5:00pm-later	0%

**IV. PURPOSE**

The District is seeking proposals from qualified food service providers to deliver high-quality, student-centered dining services that meet the evolving needs of its diverse campus communities. This RFP reflects the District’s commitment to providing accessible, affordable, and appealing food options that enhance the overall campus experience across all locations, while keeping in mind sustainable practices.

The District intends to enter into a five-year agreement with the selected food service provider under a management fee contract model. Under this arrangement, the District will be responsible for covering the direct costs of operating the dining program—including food, supplies, and labor—and will provide a fixed annual management and administrative fee to the contractor for the administration and oversight of services. The District seeks a financially responsible partner committed to operational efficiency and long-term program sustainability. The agreement will include provisions that allow the District to terminate the contract early at its sole discretion.

**V. PREPARATION OF PROPOSAL**

**ELECTRONIC PROPOSALS** must be received by, but no later than, the date and time referenced under Section II-Dates and Timeframes. The Bid and Contract Documents are available online on the District’s PlanetBids portal on the District’s webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be issued the District’s PlanetBids portal. It shall be Bidder’s sole responsibility to conduct periodic checks



of the PlanetBids portal to identify and download any Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such submissions for non-responsiveness. In the event this RFP is obtained through any means other than the District’s PlanetBids portal, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document. Should there be any questions as to changes to the content of this document, the District’s PlanetBids portal documents shall prevail.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Pre-bid inquiries requests shall be submitted electronically to the “Q&A” section of the District’s PlanetBids Vendor Portal by the deadline referenced in Section II-Dates and Timeframes. See Pre-Bid Inquiries Section for instructions. Inquiries after the date and time stated above will not be accepted. Responses from the District will be communicated via the PlanetBids Vendor Portal system to all recipients of this RFP.

**Mandatory Job-Walks.** Prospective Bidders are required to attend all three (3) scheduled Job-Walk sessions as outlined in Section II – Dates and Timeframes, in order for their Proposal to be considered responsive. Additional logistical details regarding each Job-Walk, including parking, check-in procedures, and other instructions, will be provided by the District prior to the Job-Walk date. Attendance will be verified through sign-in at each location. A Bid Proposal submitted by a Bidder whose representative(s) fail to attend all three scheduled Job-Walks will be rejected by the District as non-responsive. Access to each Job-Walk will be available up to ten (10) minutes after the scheduled start time. No access will be permitted thereafter. Representative(s) arriving more than ten minutes after the scheduled start time at any location will be denied entry and will not be deemed to have attended the Job-Walk.

**VI. EVALUATION OF PROPOSAL AND AWARD**

The District will award the contract to a responsive and responsible Bidder whose proposal is most advantageous to the District. In accordance with District AP6430, the contract will be awarded based upon a “best value” evaluation. The District will use the following Evaluation Criteria and Rating Form for all proposals:

<b>Evaluation Criteria and Rating Form</b>	
	<b>Value</b>
<b>Company Fit-10</b>	
Company Experience & Regional Leadership Support	<b>3</b>
Company Approach, Systems, & Human Resources	<b>2</b>
Approach to Partnership & Collaboration	<b>2</b>
Client References	<b>3</b>
<b>Concept of Services &amp; Proposed Program-30</b>	
Menus, Culinary Approach, Pricing, and Innovation	<b>10</b>
Approach to Dietary Restrictions and Top 9 Allergens	<b>5</b>
Responsiveness and Ideas for Food Services	<b>10</b>
Catering Strategy, Menu, and Pricing	<b>5</b>
<b>Communication &amp; Marketing Strategy-10</b>	



# CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26

Customer Feedback Methodologies	5
Overall Marketing & Communication Strategy	5
<b>Leadership Plan &amp; Staffing-10</b>	
Staffing Model, including Management, & Overall Approach to Training/Service	10
<b>Operations -20</b>	
Safety, Sanitation, & Quality Assurance Plans	14
Technology	3
Procurement, Sustainability, and Local	3
<b>Financial &amp; Contractual Terms &amp; Conditions-20</b>	
Overall Financial Proposal	11
Cost Management	5
Acceptance of Terms & Conditions	4
<b>Total-100 Points</b>	<b>100</b>

Under the District’s best value evaluation method, the Bidder with the lowest rates may not be awarded this contract. Responsive Bidders may be asked to attend an interview to help the district in its evaluation. The District reserves the right to evaluate the competency and responsibility of all proposing service companies and to evaluate the ability of any proposing company to perform all conditions of the contract to assure the award of this contract to a company able to produce the quality of service required and intended by these specifications.

The District reserves the right to negotiate with and/or request best and final offers from selected Bidders as the District may deem appropriate in its sole and absolute discretion.

**Presentations.** Short-listed Bidders will be invited to participate in an on-campus presentation at the District’s main campus in Oceanside, as outlined in Section II-Dates and Timeframes. Specific times will be determined and communicated in advance. The purpose of the presentation and/or interview is to verify and clarify the information provided in the Bidder’s proposal and to allow the selection committee to obtain additional details as needed. During these presentations, Bidders may expand upon the contents of their proposals and highlight their approach, experience, and capabilities. Key personnel who would be directly involved in providing the proposed food services must be present and serve as the primary representatives during the presentation and interview process.

**Cancellation of Solicitation.** The District may cancel this solicitation at any time.

**Modifications to Submitted Proposal.** A Bidder may modify its proposal it has already submitted any time PRIOR to the time/date deadline for submission of proposals. Modifications to a proposal must be made through the District’s PlanetBids Vendor Portal referenced under the General Terms and Conditions of this document. Bidder must re-submit its proposal as directed on the PlanetBids Vendor Portal. All proposals must show the status of “Submitted”.

**Contract Award.** The District will select a Bidder that demonstrates it is the highest, most responsive, and most responsible Bidder, offering the best value. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services, areas, and business practices of all





Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of The selected Bidder at any time during the contract period.

**Notice of Intent to Award Contract.** Before submitting the recommended company to the Board of Trustees for approval of the food services agreement, the District intends to issue a Notice of Intent to Award Contract. This notice will identify the name of the Bidder selected for recommendation and specify the date of the Board of Trustees meeting at which the proposed contract award will be considered. The Notice will be distributed via email through the District's PlanetBids bid management portal to all Bidders who submitted a proposal. The District reserves the right, at its sole and exclusive discretion, to shorten or extend the timeframe for issuing the Notice of Intent to Award Contract.

**Execution of the Agreement.** The awarded Bidder shall execute a written Agreement with the District within ten (10) working days after the Board of Trustees have entered into a motion approving award of contract. Notice of Award will be communicated to the awarded Bidder via the District's PlanetBids portal. The Agreement shall be made in the form adopted by the District and incorporated in these RFP Documents. The awarded Bidder warrants that it possess, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Scope of Work in compliance with all federal, state, county, city and District guidelines, including Board policies and regulations which are applicable.

**Failure to Enter into Contract.** If, upon Notice to Award by the District, the Bidder fails to enter into the Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, at the sole discretion of the District, award of the contract may be made to another Bidder.

## **VII. GENERAL TERMS AND CONDITIONS**

**Agreement.** The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP (Attachment 1) and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order (if applicable). All of the above documents are intended to be consistent and complementary. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on the Agreement to Terms and Conditions document and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of the Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process. The winning Bidder's Proposal and all documents submitted will be incorporated into the District's Agreement.

**Conflict of Interest/Restrictions on Lobbying and Contacts.** For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Bidder.



**Limitations and District Rights.** The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or the submission of a Proposal. It is at the sole discretion of the District to reject all Proposals.

**Negotiations.** The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District, shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its or others with full and complete authority to bind the Respondent.

**Preparation Expenses.** The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with the same.

**Public Records.** Bid Proposals and other documents submitted in response to the Call for Bids become the exclusive property of the District upon submittal. At such time as the District issues the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the RFP become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the RFP. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.



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**Pre-Bid Inquiries.** Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of Quotes as referenced in the Calendar of Events section above. Pre-bid inquiries or clarification requests shall be submitted electronically to the “Q&A” section of the District’s eBid system where the Bid was downloaded. To ensure effective handling of inquiries, Bidders must submit them one at a time rather than bundling them together. This approach allows for more focused and efficient responses. Responses and/or Addenda from the District will be posted on the District’s PlanetBids vendor portal noted on the Call for Bids. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries after the date and time stated above will not be accepted.

**END OF SECTION**



## VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### Current Food Service Operations and Future Direction

MiraCosta College currently offers food service at two primary locations, with limited vending options at a third.

- The MiraCosta Café at the Oceanside Campus provides breakfast, lunch, and snack items Monday through Friday, featuring a menu that includes burritos, sandwiches, and pizza.
  - Recent investments in the campus kitchen program included a refresh of facilities, with new equipment and smallwares added.
- The Cardiff Reef Café at the San Elijo Campus operates Monday through Thursday, offering a similar menu of burritos, sandwiches, pizza, and tacos.
- The Community Learning Center (CLC) campus currently provides limited access to food through vending machines.

At present, food service operations are managed under a subsidized program. The District contributes a sizeable annual subsidy to sustain food services, with more than half of that amount supporting operations at the San Elijo Campus due to low sales volume.

To ensure continued access to food options for students and employees while promoting long-term fiscal sustainability, the District is seeking to transition to a more efficient and cost-effective food service model, therefore reducing its annual subsidy, beginning in Fiscal Year 2026-2027. Under this new model, the District is issuing a single Request for Proposals (RFP) encompassing:

- Cafeteria and catering services for the Oceanside (OCN) campus
- Enhanced vending services for the San Elijo (SAN) and Community Learning Center (CLC) campuses

This consolidated approach is intended to maintain quality service and align with the District's fiscal and operational priorities.

### Enhanced Vending Expectations – San Elijo and Community Learning Center

Enhanced vending solutions refer to modern, technology-driven vending systems designed to go beyond traditional snack or drink dispensers. These solutions integrate smart features to improve convenience, efficiency, and customer engagement.

For both the San Elijo and Community Learning Center campuses, Bidders should include interim enhanced vending solutions that can be accommodated within the existing physical and electrical infrastructure. Current conditions support electrical power only. There is no water or drain access available at this time. Proposed vending solutions must therefore be self-contained and suitable for operation under these conditions.

The District is exploring opportunities to lightly renovate the space to provide students with a place to gather and to incorporate the potential addition of water and drain connections for enhanced vending solutions. Bidders are encouraged to propose scalable and adaptable solutions that meet current needs while positioning for future expansion as facilities are upgraded.



### **Catering Services**

Catering services will be an important component of the food service program at MiraCosta College, with requirements and expectations varying by campus.

At the Oceanside campus, where the primary cafeteria operation will be located, the selected Bidder will be required to provide catering services for on-campus events and functions. The successful Bidder will be granted the first right of consideration for all catering requests issued by the District. The District seeks a partner capable of offering a broad range of catering options, from small meetings to large campus events, with consistent quality, timely service, and competitive pricing.

Catering is needed during semesters and between semesters. Evening and weekend catering is also needed.

Average order amounts range from \$300 - \$500. Larger orders for special and campuswide events range from \$2,000 - \$8,600. Popular menu items include: sandwiches, salads, cheese platters, fresh fruit, appetizers, pizza, bite-sized desserts, breakfast burritos, and beverages.

The current food service provider has the first right of consideration to provide a competitive proposal for catering services.

The District's [Administrative Procedure 6304 – Actual and Necessary Business Expenses](#), limits light refreshments for community and/or student-focused events at less than \$25/per student and/or community member. Other authorized activities and events referenced in AP6304 provide a \$50 per person/day.

At the San Elijo and Community Learning Center campuses, catering services will not be a required component of the food service contract. However, the District reserves the option to request catering services from the selected Bidder if the Bidder is equipped and properly licensed to provide such services. Bidders who can accommodate catering requests at these campuses—through approved facilities, licensed mobile operations, or other compliant means—are encouraged to include this capability in their proposals.

### **Required Services within the Scope of this RFP**

- Oceanside cafeteria services
- Oceanside catering services
- San Elijo campus:
  - Enhanced vending options
- CLC campus:
  - Enhanced vending options

### **RFP Guiding Principles**

- **Quality & Inclusion:** Provide diverse, creative, and allergen-conscious dining at a fair price, with catering that represents the college well.
- **Collaboration & Care:** Act as a true campus partner—supporting events, treating labor fairly, and stewarding spaces and equipment responsibly.



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- Excellence & Value: Maintain top health and service standards while leveraging vendor connections and sector expertise to manage costs.
- Flexibility: Ability to provide an adaptable vending program that evolves with campus needs.

**Sales History**

2024/2025 Revenue - Combined					
Month	Breakfast	Lunch	Dinner	Catering	Total
Oceanside	\$ 93,565.30	\$ 398,737.78	\$ 56,555.07	\$ 248,431.63	\$ 797,289.78
San Elijo	\$ 5,639.99	\$ 63,570.34	\$ -	\$ 21,972.33	\$ 91,182.66
<b>Combined Totals</b>	<b>\$ 99,205.29</b>	<b>\$ 462,308.12</b>	<b>\$ 56,555.07</b>	<b>\$ 270,403.96</b>	<b>\$ 888,472.44</b>

2024/2025 Revenue - Oceanside					
Month	Breakfast	Lunch	Dinner	Catering	Total
July 2024	\$ 3,073.21	\$ 9,975.74	\$ -	\$ 12,556.80	\$ 25,605.75
August 2024	\$ 6,753.70	\$ 29,277.78	\$ 4,382.48	\$ 30,842.63	\$ 71,256.59
September 2024	\$ 13,330.76	\$ 56,144.17	\$ 8,797.37	\$ 21,232.64	\$ 99,504.94
October 2024	\$ 13,265.81	\$ 56,517.17	\$ 9,742.26	\$ 18,823.44	\$ 98,348.68
November 2024	\$ 9,129.25	\$ 37,702.88	\$ 4,967.81	\$ 18,861.93	\$ 70,661.87
December 2024	\$ 4,860.57	\$ 17,864.80	\$ 2,558.77	\$ 10,343.77	\$ 35,627.91
January 2025	\$ 4,426.34	\$ 21,524.04	\$ 2,738.23	\$ 22,646.97	\$ 51,335.58
February 2025	\$ 9,617.53	\$ 44,600.34	\$ 6,840.17	\$ 17,674.81	\$ 78,732.85
March 2025	\$ 8,922.87	\$ 34,381.56	\$ 5,338.56	\$ 12,672.26	\$ 61,315.25
April 2025	\$ 11,712.92	\$ 48,200.69	\$ 6,842.49	\$ 31,352.79	\$ 98,108.89
May 2025	\$ 8,472.34	\$ 31,963.50	\$ 4,346.93	\$ 31,697.00	\$ 76,479.77
June 2025	\$ -	\$ 10,585.11	\$ -	\$ 19,726.59	\$ 30,311.70
<b>Annual Totals</b>	<b>\$ 93,565.30</b>	<b>\$ 398,737.78</b>	<b>\$ 56,555.07</b>	<b>\$ 248,431.63</b>	<b>\$ 797,289.78</b>

2024/2025 Revenue - San Elijo				
Month	Breakfast	Lunch	Catering	Total
July 2024	\$ -	\$ -	\$ -	\$ -
August 2024	\$ 302.39	\$ 3,333.10	\$ 1,208.82	\$ 4,844.31
September 2024	\$ 578.55	\$ 7,984.26	\$ 4,325.79	\$ 12,888.60
October 2024	\$ 797.43	\$ 10,190.88	\$ 3,414.29	\$ 14,402.60
November 2024	\$ 603.84	\$ 6,690.74	\$ 1,737.09	\$ 9,031.67
December 2024	\$ 281.14	\$ 3,061.11	\$ 2,128.17	\$ 5,470.42
January 2025	\$ 406.73	\$ 3,548.93	\$ 1,449.01	\$ 5,404.67
February 2025	\$ 775.80	\$ 7,657.52	\$ 1,481.14	\$ 9,914.46
March 2025	\$ 539.35	\$ 6,219.86	\$ 1,312.59	\$ 8,071.80
April 2025	\$ 853.79	\$ 9,199.00	\$ 3,571.81	\$ 13,624.60
May 2025	\$ 500.97	\$ 5,684.94	\$ 1,343.62	\$ 7,529.53
June 2025	\$ -	\$ -	\$ -	\$ -
<b>Annual Totals</b>	<b>\$ 5,639.99</b>	<b>\$ 63,570.34</b>	<b>\$ 21,972.33</b>	<b>\$ 91,182.66</b>





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\*Note: the above revenue for San Elijo reflects the café being open, which will not be the case for the next food service contract.

## Academic Calendar

MiraCosta College’s academic calendar can be found via this link: <https://catalog.miracosta.edu/academiccalendar/>.

## Current Food Service Hours of Operation

	Oceanside Café	San Elijo Café
Monday	7:30am - 4:00pm	8:00am - 2:00pm
Tuesday	7:30am - 4:00pm	8:00am - 2:00pm
Wednesday	7:30am - 4:00pm	8:00am - 2:00pm
Thursday	7:30am - 4:00pm	8:00am - 2:00pm
Friday	7:30am - 2:00pm	Closed
Saturday	Closed	Closed
Sunday	Closed	Closed

## Operating Days and Hours

Operations are expected to operate year-round, with operating days detailed by campus below. Additional operating days and hours may be needed for concessions, events, and catering. Hours of operation may be reduced in the summer or during intersessions at the discretion of the District and in collaboration with the provider(s).

- Oceanside:
  - 5 days (Monday-Friday) during semesters (fall, spring, and summer)
    - Fall: 85 operating days
    - Spring: 87 operating days
    - Summer: 38 operating days
- San Elijo and CLC:
  - Enhanced vending services are available.

## Financial Reporting and Audit Control

The provider(s) shall maintain such accounting and records in relation to all operations under the contract, as may be satisfactory to the District.

The provider(s) will provide an annual revenue and expenditure projection to the District ahead of each fiscal year

- The provider(s) shall take all necessary steps to ensure all income is immediately recorded.
- The provider(s) shall maintain adequate cash controls to ensure full accountability of all transactions.
- The provider(s) shall provide point of sale/sales reports and other relevant documents every month and upon request.



- The provider(s) shall establish adequate internal controls and determine, at such frequent intervals as may be necessary, that the controls are being maintained. The District reserves the right to have its representatives (including internal auditors) audit the provider's financial records and obtain any other information relevant to the contract.

The District has the following expectations for financial reporting from the provider(s):

- Monthly operating statement with Oceanside and San Elijo operations separated.
- Report showing number of transactions, sales by venue by hour, and more to inform data-driven decisions.
- Mid-year projections and fiscal expectations reporting.
- Mutually agreed upon semi-annual meeting to discuss programming, problem-solving, and fiscal performance.

### **Annual Operating Plan**

The operating plan will discuss past and projected annual KPIs and success metrics for food services (e.g., anticipated food and labor costs, wage increases, etc.). The annual operating plan meetings should include discussion of pricing adjustments, hours of operation, menu changes, key programs or initiatives, catering menus and pricing, equipment needs, smallwares needs, etc.

### **Personnel**

The selected Bidder is the employer of all dining personnel, and will be fully responsible for recruiting, hiring, employing, training, supervising, directing, disciplining, and, if necessary, discharging personnel working in the dining services program under their management. The District should be included in the recruitment (interviewing) of leadership positions. The selected Bidder is responsible for providing sufficient staff to achieve the required food and service standards. Changes to the labor model should be based on operational needs and service needs of the campus. Changes to the labor model will be reviewed with the District. The selected Bidder will ensure an adequate backup plan for critical positions in the event of absenteeism.



**Staff Counts and Current Wages**

<b>Oceanside</b>		
<b>Position</b>	<b>Quantity</b>	<b>Hourly Wage Range</b>
Food Service Worker	4 fulltime (including 1 student worker)	\$20.00 - \$22.65/hour
Food Service Utility	1 fulltime	\$20.00 - \$22.65/hour
Cook	3 fulltime (including 1 student worker)	\$19.50-\$23.70/hour
General Manager	1 fulltime (covers both campuses)	\$75,000-\$85,000 annually
Chef Manager	1 fulltime	\$75,000-\$85,000 annually

**Student Employment**

Selected Bidder is encouraged to hire MiraCosta College students, but there is no formal student employment partnership with the District.

**Responsibilities Matrix**

See Attachment 3 - Responsibilities Matrix for District/Selected Bidder(s) responsibilities regarding:

- Facilities
- Equipment
- Custodial/Sanitation
- Technology
- Marketing
- Catering
- Programs
- Administration
- Operating Permits & License

**Care of Equipment**

Selected Bidder and its employees shall be responsible for the proper care, maintenance, and cleaning of all equipment at all times. The selected Bidder is expected to operate equipment safely and correctly and shall train its personnel to operate said equipment before use.

**END OF SECTION**



## IX. BIDDER INSTRUCTIONS

- 1) **Preparation and Submittal of Bid Proposal:** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District will be deemed non-responsive and will be rejected.
  - 1.1. Electronic Bid Proposal Submittal. All bids shall be submitted before the date/time outlined in the Notice to Qualified Bidders via the District's PlanetBids vendor portal. Bid Proposals submitted outside the PlanetBids portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete, or inaccurate data submitted through the PlanetBids portal. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771.
  - 1.2. Electronic Submission Requirements. Bidders must enter proposed financial projections in their electronic submission as specified in the bid documents. The proposed financial projections submitted through the Bidder's electronic submission shall be considered binding. They will serve as the basis for the District's evaluation and determination of the best-value Proposal. Bidders must attach a PDF file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771. If you continue to have difficulty, contact the District's Purchasing Department by email at [mina.hernandez@miracosta.edu](mailto:mina.hernandez@miracosta.edu). Neither the District nor the District's bid management system makes any guarantee as to the timely availability of assistance, nor assurance that any given problem will be resolved by the bid submission date and/or time.
  - 1.3. Bid and Contract Documents. The Bid and Contract Documents are available only through the District's PlanetBids portal. The District's PlanetBids portal may be accessed through the District's Purchasing webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Project Addenda.
  - 1.4. Date and Time of Bid Proposal Submittal. The PlanetBids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's PlanetBids vendor portal.

END OF SECTION



**X. MANDATORY DOCUMENTS AND CHECKLIST FOR SUBMISSION**

The following must be submitted electronically with the Bidder's Proposal and uploaded to PlanetBids as part of the Bidder's submission:

- 1. Cover Letter/Executive Summary:** The Cover Letter/Executive Summary shall, at a minimum, contain the following and be uploaded under General Attachments-Cover Letter/Executive Summary in PlanetBids:
  - A. Identification of the Bidder, including the business name, address, website, and telephone number.
  - B. Name, title, address, telephone number, and e-mail address of Bidder's point of contact during the period of Proposal evaluation.
  - C. A statement of the Bidder's qualifications relates to Section VIII-Scope of Work and Technical Specifications.
  - D. Provide an executive summary of Bidder's proposal. This should succinctly summarize the food service solutions the Bidder is proposing for each campus and why Bidder believes its company would be the best candidate for the specific service(s) for which it is providing a proposal.
    - a. Do not include any information regarding costs or revenues in this letter.
  - E. A statement to the effect that the Proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.
  - F. Signature of a person authorized to bind the Bidder to the terms of the Proposal.
  
- 2. Company Information and Signatory Page:** Bidder must complete the attached Company Information and Signatory Page form and upload it under General Attachments-Company Information and Signatory Page in PlanetBids.
  
- 3. Copy of Applicable Licenses:** Bidder must upload copies of all applicable licenses and permits as listed below.
  - A. Authorization to do Business in California (provide one of the following):
    - Sole Proprietors: A copy of your current California business license.
    - Corporations: Your corporate number issued by the Secretary of State. (Note: This number may be included on your Company Information form or uploaded as a separate document).
  - B. Current health permit/license.
  - C. Current catering permit/license.

Bidder will combine all license and permit documents (A, B, and C) into a single PDF file and upload the required file(s) to the General Attachments-Copy of Applicable Licenses in PlanetBids.
  
- 4. Concept of Services/Program Description:** Bidder must upload its concept of services and program description under General Attachment-Concept of Services/Program Description in PlanetBids. The Bidder may choose to propose all necessary services for each campus.
  - A. Bidder shall describe in detail how it will operate the proposed services. Bidder will include proposed hours of operation, concepts, sample menus, use of national/regional brands/local

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- restaurants (if applicable), sample pricing, and any other considerations that demonstrate creativity, innovation, and the ability to meet the campus's needs.
- B. Bidder shall include a philosophical approach to culinary services, including planning for variety, dietary accommodations, allergens, sourcing, nutrition, and wellness.
  - C. Bidder shall provide creative ideas related to food donations and food insecurities that would benefit the campus community.
  - D. Bidder shall describe its approach to food, beverage, and supplies procurement.
  - E. Bidder shall include information related to sustainability initiatives and goals. For example, sustainable practices may include:
    - No plastic bottled beverages (including water) sold in the cafeteria; only glass or cans.
    - Sell reusable bottles for water.
    - Reduce/Eliminate plastic and Styrofoam: Set a goal to replace all to-go containers, plates, and utensils with biodegradable options.
    - Use unbleached biodegradable paper products (cups, lids, stirrers, napkins, towels, etc.).
    - No plastic straws; provide paper ones.
  - F. Bidder shall include their overall approach to catering, including customer ordering processes, menu variety, and deployment of labor for scheduled events for the Oceanside campus.
    - a. Bidders should address their availability to provide optional catering for San Elijo and CLC if licensed and equipped.
  - G. Bidder shall include information about enhanced vending services at the San Elijo (SAN) and Community Learning Center (CLC) campuses, including:
    - a. Proposed Equipment and Locations: Identify proposed vending machines for each campus, including quantity, type (e.g., refrigerated, frozen, ambient, smart/micro-market units), and intended placement.
    - b. Equipment Specifications: Include details on equipment power requirements, space dimensions, and confirm compatibility with current site infrastructure (electrical only; no water or drain).
    - c. Product Mix and Offerings: Describe the anticipated range of products (e.g., fresh food, beverages, snacks, entrees), emphasizing healthy, high-quality, and diverse selections.
    - d. Sales Minimums and Performance Metrics: Identify any required sales minimums, performance standards, or service level expectations associated with vending operations.
  - H. Bidder shall describe its implementation and transition plan, should a contract be awarded. The implementation plan should include key milestones, dates, and the responsible party for tasks leading up to the start of each phase.
  - I. Bidder shall include what information, documents, assistance, or resources are needed from the District to complete proposed services successfully.
  - J. Bidder shall include any critical assumptions upon which the program approach is based.
- 5. Staffing and Training Plan:** Bidder must submit an organizational chart and sample staffing list that identifies how operations and services will be managed and operated, including types and quantities of positions, and will include the following in this proposal and upload under General Attachments-Staffing and Training Plan in PlanetBids:
- A. Bidder shall include positions needed on-site and associated rates of hourly pay.
    - a. Bidder shall include positions needed (if necessary) at San Elijo and CLC for maintaining the enhanced vending at each venue.



- B. Bidder shall include a proposed schedule by position and by location per the solutions being proposed.
- C. Bidder shall describe in detail if any subcontractor will be used and the work they will perform.
- D. Bidder shall submit resumes of possible candidates for the proposed management positions.
- E. Bidder shall speak to staffing abilities in this region for replacing on-site management when circumstances require it.
- F. Bidder shall describe plans for hiring, retaining, and replacing hourly employees. Bidder shall describe ideas for hiring and utilizing student employees as hourly employees, managers, or interns.
- G. Bidder shall include the salary ranges and associated benefit costs (if applicable) expected for the Bidder's workforce.
- H. Bidder shall describe the training program(s) they will provide to the workforce, and how training is tracked.
- I. Bidder confirms that employees who will work at the facilities have no record of criminal convictions involving drugs and/or alcohol, assault, or combative behavior or theft to the best of Bidder's knowledge, information, and belief.

**NOTE: Bidder shall also complete the attached Staffing Proposal Workbook, described below.**

- 6. Staffing Proposal Workbook:** The Bidder must submit the attached Staffing Proposal Workbook and upload in PlanetBids as a PDF AND Excel format, under General Attachment-Staffing Proposal Workbook PDF and General Attachment-Staffing Proposal Excel, respectively.
  - A. For San Elijo and CLC tabs within the workbook, the Bidder must include any staffing or labor needed to maintain enhanced vending programs, if needed.
- 7. Sanitation, Safety & Quality Assurance:** Bidder must describe sanitation and safety inspection procedures and upload under General Attachment-Sanitation, Safety & Quality Assurance in PlanetBids with the following information:
  - A. Bidder shall include how audits/inspections will be done to account for proper compliance with safety, sanitation, quality, and adherence to the Contract.
  - B. Bidder shall describe its processes for gathering customer feedback, including its processes for responding to and addressing concerns or complaints.
  - C. Bidder shall describe the key performance indicators (KPIs) it would use to evaluate its performance of the services within this RFP and communicate with the campus about the costs related to the program.
- 8. Food and Beverage Services Facilities, Equipment, & Technology:** The Bidder must submit a narrative of the following items and upload it under General Attachments-Food and Beverage Services Facilities, Equipment & Technology in PlanetBids:
  - A. Bidder shall identify any physical conditions or concerns that would prevent the ability to manage and operate services as described within the RFP.
  - B. Bidder shall describe their point-of-sale ("POS") system that would be used to process all transactions. Contractor will procure, own, install, operate, and maintain the POS system, including all related hardware and software.

- C. Bidder will describe the network and system security of the proposed systems. Bidder shall describe its compliance with Payment Card Industry (“PCI”) data security policies and protocols.
  - D. Bidder shall describe any available programs and technology they have related to online ordering, mobile payment technology, delivery, and loyalty programs.
  - E. Bidder should include their ability to accept EBT/CalFresh.
  - F. Bidder shall describe any other systems or technologies that Bidder intends to utilize.
  - G. Bidder shall include any technology services to be provided by the District.
- 9. Financial Narrative:** The Bidder must submit a financial narrative of its financial proposal and include, at a minimum, the following items and upload it under General Attachments-Financial Narrative in PlanetBids:
- A. Bidder will speak to a management fee operating model, or any other financial arrangement being proposed, including describing the financial model and what the campus shall expect.
  - B. Bidder shall include and describe any other financial considerations.
  - C. Bidders should read Attachment 2 - Financial Projections Instructions before completing the attached Financial Projections Workbook.
  - D. Bidder shall include a financial proposal for two (2) years to demonstrate operations starting in Fall 2026.
  - E. Proposal should include financial projections for all services being proposed on (which should be detailed as noted above).
  - F. Bidder will include detailed staffing costs in its proposal.
- NOTE: Bidder shall also complete the attached Financial Projections Workbook, described below.**
- 10. Financial Projections Workbook:** The Bidder must submit the attached Financial Projections Workbook as a PDF AND Excel format and upload it under General Attachment-Financial Projections Workbook PDF and General Attachment-Financial Projections Excel, respectively.
- 11. Non-Collusion Affidavit:** Bidders must submit the attached Non-Collusion Declaration form with their Proposal and upload it as one of the required General Attachments in PlanetBids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- 12. References:** Bidders must submit the attached Reference form with a minimum of three (3) verifiable references, preferably from a California public or private educational institution and/or California public agency, and shall be listed on the “References” sheet provided in this RFP, and upload it under General Attachments-References in PlanetBids. This list may include current and former clients (with reasons for cancellation, if applicable), with all references being able to comment fully on Bidder’s related experience. Bidder may attach more sheets, if necessary.
- 13. Agreement to Terms and Conditions:** Bidders must complete and submit the attached Agreement to Terms and Conditions form with their Proposal and upload it as one of the required General Attachments in PlanetBids. Should Bidder request edits to the Agreement (Attachment 1) for consideration, such requests must be clearly identified and submitted with its Proposal. No additional



terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.

- 14. Dining Expectations Agreement:** Bidders must complete the attached Dining Expectations Agreement form and upload it under General Attachments-Dining Expectations Agreement in PlanetBids.
  
- 15. Response File:** All Bidders must compile and upload their required documents as follows:
  - Combine all mandatory documents (Items 1 through 14) into a single, consolidated PDF file.
  - Arrange the documents in the numerical order listed above to ensure consistency and ease of review.
  - Upload the combined PDF exclusively under the “Response File” section in the PlanetBids electronic bid platform.

Failure to follow these instructions may result in the Proposal being deemed non-responsive.

- 16. Optional Additional Information/Miscellaneous:** Bidders may include any of the following materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP and upload them under General Attachments-Optional Materials in PlanetBids.
  - A. Include any additional information you deem essential to a proper evaluation of your proposal, and which is not solicited in any of the above-referenced items. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; additions in this section should be relevant and brief.
  - B. If Bidder has alternative considerations for managing and operating food and beverage services, they shall describe them in sufficient detail in this section to allow the District to review and consider. If you wish to present alternative approaches to meet the District’s needs and requirements, these should be thoroughly explained for ease of understanding.

**NOTICE: All of the above must be in the form and content included within this RFP’s Document and uploaded electronically on the Bidder’s PlanetBids submission or will be deemed non-responsive.**

**END OF SECTION**





COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Primary Point of Contact (POC) for RFP: \_\_\_\_\_

POC's Direct Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

POC's Email: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Company:  Corporation  LLC  Proprietorship  Partnership  Joint Venture

If other, please describe: \_\_\_\_\_

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): \_\_\_\_\_

Number of years in business under company name: \_\_\_\_\_

Number of years as a provider of this type services: \_\_\_\_\_

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities. Include information on local offices/regional leadership that would oversee this account (if applicable).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
_____	_____
_____	_____
_____	_____

Has the company changed its name within the past 3 years?  YES  NO

If YES, provide former name(s): \_\_\_\_\_

Have there been any recent (within the last three years) changes in control/ownership of the company?

YES  NO If YES, explain: \_\_\_\_\_

Have officers or principals of the company ever had their business license suspended or revoked for any reason?

YES  NO If YES, explain: \_\_\_\_\_



State your company's gross revenues for each of the last three years:

Current Year: \_\_\_\_\_

Last Year: \_\_\_\_\_

Year before last: \_\_\_\_\_

Has your company ever reorganized under the protection of bankruptcy laws?  YES  NO

If YES, please enter date of reorganization: \_\_\_\_\_

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

\_\_\_\_\_  
\_\_\_\_\_

**Certifications:**

Small Business Enterprise (SBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Minority-Owned Business Enterprise (MBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Woman-Owned Business Enterprise (WBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Disabled Veteran Business Enterprise (DVBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Other Business Enterprise: \_\_\_\_\_  
Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

**RESPOND TO THE FOLLOWING QUESTIONS. USE ADDITIONAL SHEETS AS NEEDED.**

Bidder shall explain corporate management support (if applicable). Bidder shall include which roles will participate in the management and oversight of the services, and the type and frequency with which the District can expect site visits and/or check-in meetings.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder shall describe the systems it has in place to ensure successful management of this account (e.g., menu management, vendor ordering, food production, human resources, financial, accounting, inventory, payroll, etc.).



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Bidder shall describe their company's approach to building a partnership with each unique campus it serves.

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Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_





**NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_  
(Type or print)

**Title** \_\_\_\_\_



**REFERENCES**

<b>Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.</b>	
<b>REFERENCE #1</b>	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	
<b>REFERENCE #2</b>	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	
<b>REFERENCE #3</b>	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

\*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

**(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)**



AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with the Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in the evaluation of the Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

\_\_\_\_\_ Bidder accepts the form of Agreement without exception.

OR

\_\_\_\_\_ Bidder proposes exceptions/modifications to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

- 1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER \_\_\_\_\_ (Type or print complete legal name of Bidder)

BY \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Type or print)

Title \_\_\_\_\_





**FOOD AND BEVERAGE SERVICE EXPECTATIONS AGREEMENT FORM**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

Bidders are expected to have detailed plans and procedures for the following operational programs (no narrative or sample copies need to be included). Bidders should respond with confirmation or denial of their existence and their commitment to the continuous pursuit of excellence in the execution of these programs.

Expectation	Response Confirm/ Deny	Response Explanation
Professional and excellent communication with the MiraCosta Contract Administrator		
Sanitation and safety inspection procedures		
Food safety and quality assurance procedures		
Workplace safety and injury prevention program		
Standard operating procedures		
Staff onboarding processes		
Job aids to be used by staff		
Guest services program		
Emergency and business continuity plans		

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** \_\_\_\_\_

(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_

(Signature)

**Name** \_\_\_\_\_

(Type or print)

**Title** \_\_\_\_\_



**PURCHASING &  
MATERIAL MANAGEMENT**

## **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

### **FINANCIAL PROJECTIONS WORKBOOK**

(DOWNLOAD UNDER DOCUMENTS TAB IN PLANETBIDS)



**PURCHASING &  
MATERIAL MANAGEMENT**

## **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

### **STAFFING PROPOSAL WORKBOOK**

(DOWNLOAD UNDER DOCUMENTS TAB IN PLANETBIDS)





**PURCHASING &  
MATERIAL MANAGEMENT**

**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

**ATTACHMENT 1 - AGREEMENT**



This Services Agreement (“Agreement”) is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California (“District”), and **Legal Entity Name** (“Contractor”). District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

**WHEREAS**, the District advertised a formal bid, Cafeteria Food Services RFP # 01-26 (“RFP”); and

**WHEREAS**, Contractor warrants and represents to District that Contractor has provided a responsive proposal and has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services defined in the RFP, is properly licensed and/or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

**WHEREAS**, the District desires to engage Contractor for the purpose of performing the Services described in the RFP and in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

**1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth the RFP, this Agreement, and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively “Services”). Any conflicts, discrepancies, or ambiguities shall be interpreted in favor of, and governed by, the RFP and this Agreement. Contractor agrees to perform the Services consistently with the professional skill and care of Contractor’s profession and in compliance with all applicable laws and regulations. All of Contractor’s activities will be at its own risk, and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor’s employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor’s employees, agents, consultants, or subcontractors from the District’s facilities upon the District’s instruction, as determined by the District in its sole discretion, for any or no reason. The Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services without incurring additional costs to the District or extending the Contractor’s time.

**2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to delay the purpose of this Agreement unreasonably. Contractor shall promptly notify the District of any expected delay in the performance of Services.

**3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

**4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

**5. Licenses and Permits.** Contractor and all of Contractor’s employees, agents, consultants, and subcontractors, will secure and maintain in force at all times and throughout the term of this Agreement,



all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

**6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold Indemnitees (as defined in Section 15 below) harmless from any tax consequences.

**7. Expenses and Equipment.** The parties agree that the Responsibilities Matrix governs allocation of cost, ownership, and responsibility for all items referenced in this Section. In the event of a conflict between this Agreement and the RFP - Responsibilities Matrix, the Responsibilities Matrix will control with respect to the specific item or responsibility in question. Outside of the Responsibilities Matrix, Contractor will be solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

**8. Tariff-Related Cost Adjustments.** If, after execution and approval of this Agreement by the District's Board of Trustees, the federal government executes and implements a tariff that results in an overall increase in the Contractor's cost of performance under this Agreement, the Contractor may submit a written request for a temporary price adjustment for the actual cost increase for the District's approval. The request must include specific identification of the applicable tariffs, verifiable documentation of the alleged actual cost impact directly attributable to those tariffs, and itemized calculations demonstrating the alleged increase. The District, at its sole discretion, may approve such a temporary price adjustment only if: (1) the aforementioned required documentation supports the requested temporary price adjustment; (2) the increase exceeds fifteen percent (15%) of the affected contract item's value; (3) the Contractor incurs this cost increase after the Agreement amount is established by the Contractor and approved by the District; (4) the cost increase is not the result of the failure of the Contractor to meet an obligation under the Agreement including, but not limited to, timely ordering and procurement of goods and materials; (5) the Contractor provides documents to show it made reasonable efforts to obtain the materials subject to tariffs from other sources including domestic sources or other sources not subject to tariffs, and that there are no equivalent materials that are not subject to tariffs; and (6) the cost increase could not have been avoided through placing an order for materials and/or commodities at an earlier point in time after award of the Agreement to the Contractor. Any approved temporary price adjustment shall be subject to quarterly review by the District and must be reversed retroactively if the tariffs are later reduced, rescinded, or eliminated. The Contractor shall notify the District within seven (7) business days of any such change and adjust pricing accordingly. The District reserves the right to audit all related documentation. If the District's quarterly review and/or audit discloses overcharges by the Contractor, the amount of the overcharges and actual cost of the District's audit shall be reimbursed to the District by





the Contractor either directly or via a deduction of the Agreement amount. This provision does not permit recovery of general cost escalations unrelated to tariffs and requires the Contractor to exercise commercially reasonable efforts to mitigate such impacts.

**9. Travel Expenses.** All travel, lodging, and meal per diem expenses in connection with the Agreement for which the Contractor may claim reimbursement under the terms of the Agreement must be approved in writing by the District before incurring any expenses. It will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursement rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

**10. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore, not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

**11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements related to health and safety. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to



viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's protocols while at any of the District's property locations.

**12. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. The District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or before the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor's or District's funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

Contractor may terminate this Agreement for convenience only by providing the District with at least one hundred twenty (120) days' prior written notice of termination. Notwithstanding any such notice, Contractor shall continue to fully perform the Services, without interruption, through the end of the then-current academic year (or such later date as the parties may mutually agree in writing) to ensure continuity of required services to the campus. The effective date of termination shall be no earlier than the last day of the academic year in which the notice period expires.

**13. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

**14. Indemnification and Hold Harmless.** To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers (collectively, "Indemnitees") harmless against any and all liability arising from:

- a. **Workers' Compensation and Employers' Liability.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subconsultant's employees arising out of Contractor's Services or work under this Agreement; and
- b. **General Liability.** Liability for claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property (collectively, "Claim"), arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement,



except for liability resulting from the sole negligence, willful misconduct, or unlawful acts of Indemnitees; and

- c. **Professional Liability.** Any Claim caused by any act, neglect, default or omission of Contractor, or any person, firm or corporation employed by Contractor, either directly or by independent contract, arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement, including injury or damage either on or off District property; but not for any Claims caused by the sole negligence, willful misconduct, or unlawful acts of Indemnitees.
- d. **Duty to Defend and Indemnify.** Contractor, at its own expense, cost, and risk, shall defend and indemnify any and all Claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees arising from, founded upon, or in connection with any Claims and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof.
- e. The provisions of this Section 15 shall survive the termination or expiration of this Agreement.

**15. Insurance.** Contractor must procure and maintain during the term of the Agreement and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products, and completed operations (required from all contractors);
- b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Professional Liability Insurance (If applicable to the type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. **Cyber Liability (If applicable to the type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network





security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")  
Attention: Justin Crast, Risk Manager  
1 Barnard Drive  
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

- 16. Confidential Information.** Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control including, but not limited to, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District in writing if it becomes aware of any possible unauthorized disclosure or use of any Confidential Information. Contractor shall fully indemnify, defend, and hold all Indemnitees harmless from any Claims arising from or related to the Contractor's failure to comply with the requirements set forth in this Section. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.



**17. Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the Indemnitees, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement for cause. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

**18. Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require compliance by all hired agents, consultants, and subcontractors.

**19. Complaints and Investigations.** Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

**20. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

**21. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar



right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

**22. Advertising.** Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

**23. Notice.** All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or email, addressed as follows:

**For District:**

Mina Hernandez  
Director, Purchasing, Contracts & Material Management  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**For Contractor:**

Contact information as referenced in Exhibit A

Any notice personally given or sent by email is effective upon written confirmation of receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

**24. Non-Waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**26. Conflict of Interest and Prohibited Interests.** The Contractor represents and warrants that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement, and that no person having any such interest shall be employed by the Contractor. Neither the Contractor, nor any of its officers, employees, agents, consultants, contractors or subcontractors, shall now or hereafter have any conflict of interest pursuant to Government Code section 1090 or the California Political Reform Act (i.e., Government Code section 87100 et seq.). The Contractor's representations pursuant to this Section shall survive termination of this Agreement. The District reserves the right to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate the Contractor for cause if any such conflict is discovered.





**27. Governing Law.** This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

**28. Force Majeure.** Contractor may be excused from performance during the time and to the extent it is prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, or other reasonably unforeseen events that are outside of the Contractor's reasonable control as determined by the District, when satisfactory evidence thereof is presented by the Contractor to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during the District's determination of a force majeure event. The Contractor shall not be entitled to any additional costs or fees during a force majeure event, but the Contractor shall be granted a non-compensable extension of time.

**29. Disputes.** Except in the event of the District's failure to make approved and undisputed payments to Contractor in accordance with this Agreement, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

**30. Mediation; Arbitration.** The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on precluding a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and will survive after the termination or expiration of this Agreement.



**31. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

**32. Entire Agreement.** This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions this Agreement shall govern and prevail.

**33. Recitals.** The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

**34. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**35. Authority.** Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the District and Contractor have executed this Agreement as of the first set forth above.

**“DISTRICT”**

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**“CONTRACTOR”**

**LEGAL ENTITY NAME**

**Signature:** \_\_\_\_\_

**Name:** Elba Gomez

**Title:** Vice President, Administrative Services

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Name of Legal Authorized Signer

**Title:** Title of Legal Authorized Signer

**Date:** \_\_\_\_\_



**EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION**

**Contractor:**

Legal Entity Name  
Point of Contact's Full Name  
Street  
City, State and Zip  
Direct Phone Number  
Email Address

**District Point of Contact:**

Name of Department Point of Contact working with Contractor  
Select the Department Point of Contact's Address from dropdown list  
Direct Phone Number  
Email Address

**Agreement Period:**

Start Date: Select Contract Start Date  
End Date: Select Contract End Date

**Scope of Work - Description of Services and Deliverables:**

See [Name of Project]RFP [BID #X-XX] and Exhibit B – Contractor's Proposal

**Rate and Method of Payment:**

See Exhibit C – Contractor's Cost File

**Payment and Compensation Terms:**

**Invoices.** Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.

**Additional Services.** The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.





**PURCHASING &  
MATERIAL MANAGEMENT**

**CAFETERIA FOOD SERVICES AGREEMENT  
RFP #01-26**

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**EXHIBIT B – CONTRACTOR’S PROPOSAL**



**EXHIBIT C – CONTRACTOR’S COST FILE**



## **ATTACHMENT 2 - FINANCIAL PROPOSAL INSTRUCTIONS**

This is a Management Fee-based proposal. Included in the Management Fee are the following MiraCosta locations:

- MiraCosta Café at the Oceanside Campus
- Catering at the Oceanside Campus
  - Catering capabilities at San Elijo and CLC should be noted in proposals but **should not** be included in financial projects.
- Enhanced vending services at:
  - San Elijo Campus
  - Community Learning Center Campus (CLC)

### Instructions for Financial Proposal:

The following information is provided to Bidders to assist in their financial proposal:

- Campus Introduction (RFP narrative), specifically Sections III. & VIII.
- Attachment 1 – Agreement
- Attachment 3 - Responsibilities Matrix

The following years will be requested in the Financial Projections Workbook):

- Year 1 FY2026-2027
- Year 2 FY2027-2028
- The financial proposal must specify any costs or types of expenses to be borne by MiraCosta to contribute to the Cafeteria and Food Services Program successfully.
- As a part of this submission, each Bidder is to provide a projected annual operating budget for the years described above and within the Financial Projections Workbook.
- Bidder's Proposal shall include transition and start-up costs, capital investments (if any), projected revenue, cost of goods sold, volume purchasing discount (if any), payroll management costs, payroll hourly with benefits, direct operating costs, indirect operating costs, management fee/administrative fees, and net income.
  - Expenses that are known by MiraCosta and do not need to be estimated by Bidders have been grayed out, indicating that Bidders should leave these figures blank.
- Bidders shall complete the Staffing Proposal Workbook to show # of positions needed, hours needed, and wages.

**Financial Proposal to be submitted in 5 parts and uploaded to Bidder's PlanetBids submission as referenced under Section X as follows:**

- Financial Narrative as a PDF
- Financial Projections Workbook (completed) as a PDF
- Financial Projections Workbook (completed) as an Excel spreadsheet
- Staffing Proposal Workbook (completed) as a PDF
- Staffing Proposal Workbook (completed) as an Excel spreadsheet





**ATTACHMENT 3 - RESPONSIBILITIES MATRIX**

	MiraCosta	Supplier	Notes
<b>Facilities</b>			
Utilities	x		
Electric	x		
Gas	x		
Trash	x		
Water	x		
Pest Control		x	
Internet/ data lines	x		
Building maintenance	x		
Landscaping & groundskeeping	x		
Security/ access control systems	x		
<b>Equipment</b>			
Kitchen equipment ownership	x		
Maintenance for kitchen equipment	x	x	Purchase Order created by the District, and the Supplier is responsible for calling maintenance or a service call.
Exhaust hood/ fire suppression system inspections	x		
Kitchen equipment preventative maintenance	x	x	Purchase Order created by the District, and the Supplier is responsible for calling maintenance or a service call.
Smallwares for regular (non-catering) foodservice	x		
<b>Custodial/ Sanitation</b>			
Kitchens		x	
Dining rooms/ dining areas	x	x	Supplier responsible for cleaning dining room tables, spills, etc. during the time the dining room is open.
Grease trap maintenance & grease removal	x		
Hood cleaning	x		
Food safety and sanitation program		x	
Floors	x	x	Kitchen: Supplier; Dining Room: MiraCosta
Walls	x	x	<6': Supplier; >6': MiraCosta
Window & door cleaning - Interior	x		
Window & door cleaning - Exterior	x		
<b>Technology</b>			
POS hardware & software		x	
POS annual system fees		x	



**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

Digital menu boards		x	
Digital menu/ annual software		x	
Campus card system	x		
Dining-related/ order/ payment applications		x	
Menu management system		x	
Meal plan management system (if any)		x	
Music streaming services	x		
<b>Marketing</b>			
Marketing	x	x	
Signage		x	
Dining website	x		
Campus survey	x		
<b>Catering</b>			
Catering truck/ van		x	
Electric carts		x	
Menu determination	x	x	
Service fees determination	x	x	
Smallwares	x	x	
<b>Programs</b>			
Pricing	x	x	With MiraCosta approval
Menu determination		x	
Summer conference dining rates	x		
Food insecurity/ basic needs programs	x		
<b>Administration</b>			
Office supplies	x		
Office furniture	x		
Computers	x		
Software subscriptions	x		
<b>Operating Permits &amp; Licenses</b>			
Health department permit		x	



This Services Agreement (“Agreement”) is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California (“District”), and **Pacific Dining Food Service Management** (“Contractor”). District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

**WHEREAS**, the District advertised a formal bid, Cafeteria Food Services RFP # 01-26 (“RFP”); and

**WHEREAS**, Contractor warrants and represents to District that Contractor has provided a responsive proposal and has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services defined in the RFP and any/all of its Addendums, is properly licensed and/or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

**WHEREAS**, the District desires to engage Contractor for the purpose of performing the Services described in the RFP and in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth in the RFP and any/all of its Addendums, this Agreement, and in the attached Exhibits, which are fully incorporated into this Agreement by this reference (collectively “Services”). Any conflicts, discrepancies, or ambiguities shall be interpreted in favor of, and governed by, the RFP, any/all of its Addendums, and this Agreement. Contractor agrees to perform the Services consistently with the professional skill and care of Contractor’s profession and in compliance with all applicable laws and regulations. All of Contractor’s activities will be at its own risk, and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor’s employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor’s employees, agents, consultants, or subcontractors from the District’s facilities upon the District’s instruction, as determined by the District in its sole discretion, for any or no reason. The Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services without incurring additional costs to the District or extending the Contractor's time.
- 2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to delay the purpose of this Agreement unreasonably. Contractor shall promptly notify the District of any expected delay in the performance of Services.
- 3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit B, must be made to the satisfaction of the District.
- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit D.





**5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force at all times and throughout the term of this Agreement, all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

**6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold Indemnitees (as defined in Section 15 below) harmless from any tax consequences.

**7. Expenses and Equipment.** The parties agree that the Responsibilities Matrix governs allocation of cost, ownership, and responsibility for all items referenced in this Section. In the event of a conflict between this Agreement and the RFP - Responsibilities Matrix, the Responsibilities Matrix will control with respect to the specific item or responsibility in question. Outside of the Responsibilities Matrix, Contractor will be solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

**8. Tariff-Related Cost Adjustments.** If, after execution and approval of this Agreement by the District's Board of Trustees, the federal government executes and implements a tariff that results in an overall increase in the Contractor's cost of performance under this Agreement, the Contractor may submit a written request for a temporary price adjustment for the actual cost increase for the District's approval. The request must include specific identification of the applicable tariffs, verifiable documentation of the alleged actual cost impact directly attributable to those tariffs, and itemized calculations demonstrating the alleged increase. The District, at its sole discretion, may approve such a temporary price adjustment only if: (1) the aforementioned required documentation supports the requested temporary price adjustment; (2) the increase exceeds fifteen percent (15%) of the affected contract item's value; (3) the Contractor incurs this cost increase after the Agreement amount is established by the Contractor and approved by the District; (4) the cost increase is not the result of the failure of the Contractor to meet an obligation under the Agreement including, but not limited to, timely ordering and procurement of goods and materials; (5) the Contractor provides documents to show it made reasonable efforts to obtain the materials subject to tariffs from other sources including domestic sources or other sources not subject to tariffs, and that there are no equivalent materials that are not subject to tariffs; and (6) the cost increase could not have been avoided through placing an order for materials and/or commodities at an earlier point in time after award of the Agreement to the Contractor. Any approved temporary price adjustment shall be subject to quarterly review by the District and must be reversed retroactively if the tariffs are later reduced, rescinded, or eliminated. The Contractor shall notify the District within seven (7) business days of any such change and adjust pricing accordingly. The District reserves the right to audit all related



documentation. If the District's quarterly review and/or audit discloses overcharges by the Contractor, the amount of the overcharges and actual cost of the District's audit shall be reimbursed to the District by the Contractor either directly or via a deduction of the Agreement amount. This provision does not permit recovery of general cost escalations unrelated to tariffs and requires the Contractor to exercise commercially reasonable efforts to mitigate such impacts.

**9. Travel Expenses.** All travel, lodging, and meal per diem expenses in connection with the Agreement for which the Contractor may claim reimbursement under the terms of the Agreement must be approved in writing by the District before incurring any expenses. It will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursement rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

**10. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore, not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

**11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements related to health and safety. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors



providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment (“PPE”), and other workplace standards that apply to preventing occupational exposure to viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, or liabilities (including attorneys’ fees and costs), brought by Contractor’s employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District’s facilities or performing Services for the District, including exposure to viral or bacterial agents, or in any way arising out of or related to being present or performing services at District’s property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District’s protocols while at any of the District’s property locations.

**12. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. The District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or before the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor's or District’s funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

Contractor may terminate this Agreement for convenience only by providing the District with at least one hundred twenty (120) days’ prior written notice of termination. Notwithstanding any such notice, Contractor shall continue to fully perform the Services, without interruption, through the end of the then-current academic year (or such later date as the parties may mutually agree in writing) to ensure continuity of required services to the campus. The effective date of termination shall be no earlier than the last day of the academic year in which the notice period expires.

**13. Limitation of Liability.** The District’s financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

**14. Indemnification and Hold Harmless.** To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers (collectively, “Indemnitees”) harmless against any and all liability arising from:

- a. **Workers’ Compensation and Employers’ Liability.** Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subconsultant’s employees arising out of Contractor’s Services or work under this Agreement; and
- b. **General Liability.** Liability for claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys’ fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including wrongful death, contractual liability, infringement of a third



party's intellectual property rights, or damage to property (collectively, "Claim"), arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement, except for liability resulting from the sole negligence, willful misconduct, or unlawful acts of Indemnitees; and

- c. **Professional Liability.** Any Claim caused by any act, neglect, default or omission of Contractor, or any person, firm or corporation employed by Contractor, either directly or by independent contract, arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement, including injury or damage either on or off District property; but not for any Claims caused by the sole negligence, willful misconduct, or unlawful acts of Indemnitees.
- d. **Duty to Defend and Indemnify.** Contractor, at its own expense, cost, and risk, shall defend and indemnify any and all Claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees arising from, founded upon, or in connection with any Claims and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof.
- e. The provisions of this Section 15 shall survive the termination or expiration of this Agreement.

**15. Insurance.** Contractor must procure and maintain during the term of the Agreement and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products, and completed operations (required from all contractors);
- b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Professional Liability Insurance (If applicable to the type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. **Cyber Liability (If applicable to the type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of



privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")  
Attention: Justin Crast, Risk Manager  
1 Barnard Drive  
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

- 16. Confidential Information.** Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control including, but not limited to, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District in writing if it becomes aware of any possible unauthorized disclosure or use of any Confidential Information. Contractor shall fully indemnify, defend, and hold all Indemnitees harmless from any Claims arising from or related to the Contractor's failure to comply with the requirements set forth in this Section. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute



supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

**17. Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the Indemnitees, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement for cause. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

**18. Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require compliance by all hired agents, consultants, and subcontractors.

**19. Complaints and Investigations.** Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

**20. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

**21. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors





who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

**22. Advertising.** Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

**23. Notice.** All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or email, addressed as follows:

**For District:**

Mina Hernandez  
Director, Purchasing, Contracts & Material Management  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**For Contractor:**

Contact information as referenced in Exhibit A

Any notice personally given or sent by email is effective upon written confirmation of receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

**24. Non-Waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**26. Conflict of Interest and Prohibited Interests.** The Contractor represents and warrants that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement, and that no person having any such interest shall be employed by the Contractor. Neither the Contractor, nor any of its officers, employees, agents, consultants, contractors or subcontractors, shall now or hereafter have any conflict of interest pursuant to Government Code section 1090 or the California Political Reform Act (i.e., Government Code section 87100 et seq.). The Contractor's representations pursuant to this Section shall survive termination of this Agreement. The District reserves the right to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate the Contractor for cause if any such conflict is discovered.



**27. Governing Law.** This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

**28. Force Majeure.** Contractor may be excused from performance during the time and to the extent it is prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, or other reasonably unforeseen events that are outside of the Contractor's reasonable control as determined by the District, when satisfactory evidence thereof is presented by the Contractor to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during the District's determination of a force majeure event. The Contractor shall not be entitled to any additional costs or fees during a force majeure event, but the Contractor shall be granted a non-compensable extension of time.

**29. Disputes.** Except in the event of the District's failure to make approved and undisputed payments to Contractor in accordance with this Agreement, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

**30. Mediation; Arbitration.** The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on precluding a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and will survive after the termination or expiration of this Agreement.



**31. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

**32. Entire Agreement.** This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions this Agreement shall govern and prevail.

**33. Recitals.** The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

**34. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**35. Authority.** Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the District and Contractor have executed this Agreement as of the first set forth above.

**“DISTRICT”**

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**“CONTRACTOR”**

**PACIFIC DINING FOOD SERVICES MANAGEMENT**

**Signature:** \_\_\_\_\_

**Name:** Elba Gomez

**Title:** Vice President, Administrative Services

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Richard McMahan

**Title:** President/CEO

**Date:** \_\_\_\_\_



**EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION**

**Contractor:**

Richard McMahon, President/CEO  
P.O. Box 6789  
San Mateo, CA 94403  
(408) 406-8487  
rick@pacific-dining.com

**District Point of Contact:**

Elba Gomez, Vice President of Administrative Services  
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056  
(760) 795-6653  
Elba.Gomez@miracosta.edu

**Agreement Period:**

Start Date: 7/11/2026  
End Date: 6/30/2031

**Scope of Work - Description of Services and Deliverables:**

See RFP #01-26 Exhibit B, Exhibit C – Contractor’s Proposal

**Rate and Method of Payment:**

See Exhibit D – Contractor’s Cost File

**Payment and Compensation Terms:**

**Invoices.** Contractor will submit monthly invoices to District’s Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District’s receipt of the invoice from the Contractor.

**Additional Services.** The Parties agree the District will not pay Contractor for any additional services performed without the District’s prior written approval for those additional services.





**PURCHASING &  
MATERIAL MANAGEMENT**

**CAFETERIA FOOD SERVICES AGREEMENT  
RFP #01-26**

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**EXHIBIT B – RFP DOCUMENTS AND ADDENDUMS**



**PURCHASING &  
MATERIAL MANAGEMENT**

**MiraCosta Community College District**

Purchasing Department

1 Barnard Drive | Oceanside, California 92056

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**REQUEST FOR PROPOSALS  
FOR  
CAFETERIA AND VENDING FOOD SERVICES  
RFP #01-26**

**DEADLINE TIME/DATE FOR  
SUBMISSION OF ELECTRONIC-BID PROPOSALS**

**11:00 AM**

**Wednesday, February 18, 2026**

**VIA BID PORTAL:**

District's PlanetBids portal on the District's webpage:

<https://miracosta.edu/districtbids> OR  
<https://pbsystem.planetbids.com/portal/47167/portal-home>



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## **I. NOTICE TO BIDDERS**

### **RFP #01-26, CAFETERIA AND VENDING FOOD SERVICES**

Bid and Contract Documents are available online on the District’s PlanetBids portal on the District’s webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. All Bid Addenda will be posted on this webpage. It shall be Bidder’s sole responsibility to conduct periodic checks of this webpage to identify and download any Addenda.

Each submittal must conform to and be responsive to this Notice. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such submissions for non-responsiveness.

Pre-bid inquiries requests shall be submitted electronically to the “Q&A” section of the District’s PlanetBids Vendor Portal, where the RFP was downloaded. To ensure inquiries are handled effectively, Bidders must submit them one at a time rather than bundling them. This approach allows for more focused and efficient responses. Responses from the District will be communicated via the PlanetBids Vendor Portal by the date listed in Section II-Date and Timeframes. Inquiries submitted after the latest date and time for submitting Pre-Bid Inquiries outlined in Section II-Dates and Timeframes will not be accepted, or the District will not respond to late Pre-Bid Inquiries.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, M.Adm.  
Director, Purchasing, Contracts & Material Management  
Purchasing Department

Publication Dates:  
1st: January 8, 2026  
2nd: January 15, 2026





**II. DATES AND TIMEFRAMES**

<b>ACTIVITY</b>	<b>DATE &amp; TIME (PST)*</b>
Bid Advertisement Dates	1st: January 8, 2026 2nd: January 15, 2026
<b>MANDATORY JOB WALKS AT THREE CAMPUSES</b>  <b>BIDDERS MUST ATTEND ALL THREE (3) TO BE DEEMED RESPONSIVE BIDDERS</b>	<b>Mandatory Job Walks at the following locations:</b> Thursday, January 22, 2026, beginning promptly at 10:00 AM (PST) Location: <a href="#">San Elijo campus, 3333 Manchester Ave., Building 900 (Student Center), Cardiff, CA 92007</a> Thursday, January 22, 2026, beginning promptly at 11:30 AM (PST) Location: <a href="#">Main Campus, 1 Barnard Dr., Building 3400-Cafeteria, Oceanside, CA 92056</a> Thursday, January 22, 2026, beginning promptly at 1:00 PM (PST) Location: <a href="#">Community Learning Center campus, 1831 Mission Ave., Building 300, Oceanside, CA 92058</a>
DEADLINE FOR PRE-BID INQUIRIES	Submit via PlanetBids by: January 30, 2026, before 4:00 p.m.
DEADLINE FOR RESPONSE TO PRE-BID INQUIRIES	Uploaded to PlanetBids by: February 6, 2026, before 6:00 p.m.
<b>DEADLINE TIME/DATE FOR SUBMISSION OF BID PROPOSALS</b>	<b>February 18, 2026, by 11:00 a.m.</b> <b>MUST SUBMIT ELECTRONICALLY</b>
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District’s PlanetBids Vendor Portal at: <a href="https://miracosta.edu/districtbids">https://miracosta.edu/districtbids</a> OR <a href="https://pbsystem.planetbids.com/portal/47167/portal-home">https://pbsystem.planetbids.com/portal/47167/portal-home</a>
Short-Listed Bidders Notified	March 10, 2026
Short-Listed Bidders On-Campus Presentations	March 23, 2026
Anticipated Board Approval	April 16, 2026

**III. BACKGROUND**

For over 90 years, MiraCosta College has been transforming lives and strengthening communities through education in North San Diego County. Established in 1934, the College has grown from a small local institution into a comprehensive community college serving a diverse and dynamic population of approximately 525,000 residents across the District. With a mission centered on educational access, equity, and lifelong learning, MiraCosta College empowers students to achieve their academic, professional, and personal goals.

The MiraCosta Community College District (the “District”) encompasses approximately 130 square miles, including the communities of Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, and Rancho Santa



Fe. To meet the wide-ranging needs of its students and region, the College operates four primary locations:

1. Oceanside Campus – Established in 1964 at 1 Barnard Drive, the Oceanside Campus is the College’s largest location and offers the majority of credit courses, including general education requirements for associate degrees, certificates, and transfer. Students also benefit from robust student services, cultural activities, and athletic programs.
2. San Elijo Campus – Opened in 1988 at 3333 Manchester Avenue in Cardiff, the San Elijo Campus provides a welcoming, student-centered environment. The campus primarily serves transfer-bound students and high school students in dual enrollment, with a strong focus on general education courses.
3. Community Learning Center (CLC) – Located at 1831 Mission Avenue in Oceanside and opened in 2000, the CLC offers comprehensive noncredit programs. These include adult education, high school diploma and GED preparation, English as a Second Language (ESL), citizenship, and specialized courses for older adults and individuals with disabilities.
4. Technology Career Institute (TCI) – Established in Carlsbad at 2075 Las Palmas Drive, TCI delivers advanced technical training aligned with regional workforce needs. In partnership with industry leaders, the institute offers accelerated programs in high-demand fields such as advanced manufacturing, engineering, and biomanufacturing, ensuring students can transition efficiently from education to employment.

Together, these campuses and centers reflect MiraCosta College’s commitment to serving the diverse needs of its communities and preparing students for success in an ever-changing world. For more information, visit [miracosta.edu](http://miracosta.edu).

## **MISSION**

MiraCosta Community College District fosters the academic and holistic success of its diverse learners in a caring and equitable environment, strengthening the educational, economic, cultural, and social well-being of the communities it serves. The District achieves this mission through innovative teaching, learning, and support services, and by offering degree, certificate, career education, adult education, transfer, and life-long learning opportunities.



**CAMPUS DEMOGRAPHICS**

**Students**

<b>Student Enrollment</b>			
<b>Pre-Pandemic</b>			
<b>Term</b>	<b>Oceanside</b>	<b>San Elijo</b>	<b>CLC</b>
Fall 2018	9,361	2,690	2,887
Spring 2019	9,129	2,427	3,254
Summer 2019	2,146	269	1,293
Fall 2019	8,647	2,244	3,103
<b>Recent</b>			
<b>Term</b>	<b>Oceanside</b>	<b>San Elijo</b>	<b>CLC</b>
Fall 2024	5,733	1,193	1,343
Spring 2025	5,676	1,194	1,491
Summer 2025	1,175	149	617
Fall 2025	6,171	1,271	1,482

**Staff & Faculty**

<b>Faculty and Staff by Campus</b>	
Oceanside	1,752
San Elijo	138
CLC	184

Oceanside: Approximately 6% of employees have a hybrid telework agreement.

San Elijo: Approximately 8% of employees have a hybrid telework agreement.

CLC: Approximately 3% of employees have a hybrid telework agreement.

**On-Campus Course Attendance**

The figures below are not indicative of the number of unique students on campus by day. Rather, these figures are an average summation of in-person class attendance by day. These figures include duplicate student counts in classes throughout the day.

Percentages are provided to give insight into the density of population on campus by day part.



**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

<b>Oceanside Campus - Fall 2024</b>			
<b>Total</b>	<b>Total Count By Day</b>	<b>% By Day Part</b>	
Monday	4,333	6:00am-11:00am	43%
		11:01am-2:00pm	34%
		2:01pm-5:00pm	11%
		5:01pm-9:00pm	12%
Tuesday	4,557	6:00am-11:00am	46%
		11:01am-2:00pm	30%
		2:01pm-5:00pm	10%
		5:01pm-9:00pm	14%
Wednesday	4,525	6:00am-11:00am	46%
		11:01am-2:00pm	32%
		2:01pm-5:00pm	10%
		5:01pm-9:00pm	12%
Thursday	4,243	6:00am-11:00am	48%
		11:01am-2:00pm	32%
		2:01pm-5:00pm	10%
		5:01pm-9:00pm	10%
Friday	620	6:00am-11:00am	84%
		11:01am-2:00pm	14%
		2:01pm-5:00pm	2%
		5:01pm-9:00pm	0%
Saturday	83	6:00am-11:00am	100%
		11:01am-2:00pm	0%
		2:01pm-5:00pm	0%
		5:01pm-9:00pm	0%





**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

<b>San Elijo Campus - Fall 2024</b>			
<b>Total</b>	<b>Total Count By Day</b>	<b>% By Day Part</b>	
Monday	743	6:00am-11:00am	58%
		11:01am-2:00pm	30%
		2:01pm-5:00pm	4%
		5:01pm-9:00pm	8%
Tuesday	807	6:00am-11:00am	57%
		11:01am-2:00pm	23%
		2:01pm-5:00pm	13%
		5:01pm-9:00pm	7%
Wednesday	799	6:00am-11:00am	58%
		11:01am-2:00pm	33%
		2:01pm-5:00pm	7%
		5:01pm-9:00pm	2%
Thursday	757	6:00am-11:00am	61%
		11:01am-2:00pm	20%
		2:01pm-5:00pm	12%
		5:01pm-9:00pm	7%
Friday	128	6:00am-11:00am	100%
		11:01am-2:00pm	0%
		2:01pm-5:00pm	0%
		5:01pm-9:00pm	0%
Saturday	20	6:00am-11:00am	100%
		11:01am-2:00pm	0%
		2:01pm-5:00pm	0%
		5:01pm-9:00pm	0%



CLC Campus - Fall 2024			
Total	Total Count By Day	% By Day Part	
Monday	826	8:00am-11:59pm	42%
		12:00pm-4:59pm	13%
		5:00pm-later	45%
Tuesday	1,087	8:00am-11:59pm	33%
		12:00pm-4:59pm	19%
		5:00pm-later	48%
Wednesday	897	8:00am-11:59pm	40%
		12:00pm-4:59pm	15%
		5:00pm-later	45%
Thursday	860	8:00am-11:59pm	38%
		12:00pm-4:59pm	15%
		5:00pm-later	47%
Friday	112	8:00am-11:59pm	89%
		12:00pm-4:59pm	11%
		5:00pm-later	0%
Saturday	87	8:00am-11:59pm	100%
		12:00pm-4:59pm	0%
		5:00pm-later	0%

**IV. PURPOSE**

The District is seeking proposals from qualified food service providers to deliver high-quality, student-centered dining services that meet the evolving needs of its diverse campus communities. This RFP reflects the District’s commitment to providing accessible, affordable, and appealing food options that enhance the overall campus experience across all locations, while keeping in mind sustainable practices.

The District intends to enter into a five-year agreement with the selected food service provider under a management fee contract model. Under this arrangement, the District will be responsible for covering the direct costs of operating the dining program—including food, supplies, and labor—and will provide a fixed annual management and administrative fee to the contractor for the administration and oversight of services. The District seeks a financially responsible partner committed to operational efficiency and long-term program sustainability. The agreement will include provisions that allow the District to terminate the contract early at its sole discretion.

**V. PREPARATION OF PROPOSAL**

**ELECTRONIC PROPOSALS** must be received by, but no later than, the date and time referenced under Section II-Dates and Timeframes. The Bid and Contract Documents are available online on the District’s PlanetBids portal on the District’s webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be issued the District’s PlanetBids portal. It shall be Bidder’s sole responsibility to conduct periodic checks



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of the PlanetBids portal to identify and download any Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such submissions for non-responsiveness. In the event this RFP is obtained through any means other than the District’s PlanetBids portal, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document. Should there be any questions as to changes to the content of this document, the District’s PlanetBids portal documents shall prevail.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Pre-bid inquiries requests shall be submitted electronically to the “Q&A” section of the District’s PlanetBids Vendor Portal by the deadline referenced in Section II-Dates and Timeframes. See Pre-Bid Inquiries Section for instructions. Inquiries after the date and time stated above will not be accepted. Responses from the District will be communicated via the PlanetBids Vendor Portal system to all recipients of this RFP.

**Mandatory Job-Walks.** Prospective Bidders are required to attend all three (3) scheduled Job-Walk sessions as outlined in Section II – Dates and Timeframes, in order for their Proposal to be considered responsive. Additional logistical details regarding each Job-Walk, including parking, check-in procedures, and other instructions, will be provided by the District prior to the Job-Walk date. Attendance will be verified through sign-in at each location. A Bid Proposal submitted by a Bidder whose representative(s) fail to attend all three scheduled Job-Walks will be rejected by the District as non-responsive. Access to each Job-Walk will be available up to ten (10) minutes after the scheduled start time. No access will be permitted thereafter. Representative(s) arriving more than ten minutes after the scheduled start time at any location will be denied entry and will not be deemed to have attended the Job-Walk.

## VI. EVALUATION OF PROPOSAL AND AWARD

The District will award the contract to a responsive and responsible Bidder whose proposal is most advantageous to the District. In accordance with District AP6430, the contract will be awarded based upon a “best value” evaluation. The District will use the following Evaluation Criteria and Rating Form for all proposals:

Evaluation Criteria and Rating Form	
	Value
<b>Company Fit-10</b>	
Company Experience & Regional Leadership Support	3
Company Approach, Systems, & Human Resources	2
Approach to Partnership & Collaboration	2
Client References	3
<b>Concept of Services &amp; Proposed Program-30</b>	
Menus, Culinary Approach, Pricing, and Innovation	10
Approach to Dietary Restrictions and Top 9 Allergens	5
Responsiveness and Ideas for Food Services	10
Catering Strategy, Menu, and Pricing	5
<b>Communication &amp; Marketing Strategy-10</b>	



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Customer Feedback Methodologies	5
Overall Marketing & Communication Strategy	5
<b>Leadership Plan &amp; Staffing-10</b>	
Staffing Model, including Management, & Overall Approach to Training/Service	10
<b>Operations -20</b>	
Safety, Sanitation, & Quality Assurance Plans	14
Technology	3
Procurement, Sustainability, and Local	3
<b>Financial &amp; Contractual Terms &amp; Conditions-20</b>	
Overall Financial Proposal	11
Cost Management	5
Acceptance of Terms & Conditions	4
<b>Total-100 Points</b>	<b>100</b>

Under the District’s best value evaluation method, the Bidder with the lowest rates may not be awarded this contract. Responsive Bidders may be asked to attend an interview to help the district in its evaluation. The District reserves the right to evaluate the competency and responsibility of all proposing service companies and to evaluate the ability of any proposing company to perform all conditions of the contract to assure the award of this contract to a company able to produce the quality of service required and intended by these specifications.

The District reserves the right to negotiate with and/or request best and final offers from selected Bidders as the District may deem appropriate in its sole and absolute discretion.

**Presentations.** Short-listed Bidders will be invited to participate in an on-campus presentation at the District’s main campus in Oceanside, as outlined in Section II-Dates and Timeframes. Specific times will be determined and communicated in advance. The purpose of the presentation and/or interview is to verify and clarify the information provided in the Bidder’s proposal and to allow the selection committee to obtain additional details as needed. During these presentations, Bidders may expand upon the contents of their proposals and highlight their approach, experience, and capabilities. Key personnel who would be directly involved in providing the proposed food services must be present and serve as the primary representatives during the presentation and interview process.

**Cancellation of Solicitation.** The District may cancel this solicitation at any time.

**Modifications to Submitted Proposal.** A Bidder may modify its proposal it has already submitted any time PRIOR to the time/date deadline for submission of proposals. Modifications to a proposal must be made through the District’s PlanetBids Vendor Portal referenced under the General Terms and Conditions of this document. Bidder must re-submit its proposal as directed on the PlanetBids Vendor Portal. All proposals must show the status of “Submitted”.

**Contract Award.** The District will select a Bidder that demonstrates it is the highest, most responsive, and most responsible Bidder, offering the best value. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services, areas, and business practices of all





Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of The selected Bidder at any time during the contract period.

**Notice of Intent to Award Contract.** Before submitting the recommended company to the Board of Trustees for approval of the food services agreement, the District intends to issue a Notice of Intent to Award Contract. This notice will identify the name of the Bidder selected for recommendation and specify the date of the Board of Trustees meeting at which the proposed contract award will be considered. The Notice will be distributed via email through the District's PlanetBids bid management portal to all Bidders who submitted a proposal. The District reserves the right, at its sole and exclusive discretion, to shorten or extend the timeframe for issuing the Notice of Intent to Award Contract.

**Execution of the Agreement.** The awarded Bidder shall execute a written Agreement with the District within ten (10) working days after the Board of Trustees have entered into a motion approving award of contract. Notice of Award will be communicated to the awarded Bidder via the District's PlanetBids portal. The Agreement shall be made in the form adopted by the District and incorporated in these RFP Documents. The awarded Bidder warrants that it possess, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Scope of Work in compliance with all federal, state, county, city and District guidelines, including Board policies and regulations which are applicable.

**Failure to Enter into Contract.** If, upon Notice to Award by the District, the Bidder fails to enter into the Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, at the sole discretion of the District, award of the contract may be made to another Bidder.

## **VII. GENERAL TERMS AND CONDITIONS**

**Agreement.** The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP (Attachment 1) and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order (if applicable). All of the above documents are intended to be consistent and complementary. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on the Agreement to Terms and Conditions document and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of the Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process. The winning Bidder's Proposal and all documents submitted will be incorporated into the District's Agreement.

**Conflict of Interest/Restrictions on Lobbying and Contacts.** For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Bidder.



**Limitations and District Rights.** The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or the submission of a Proposal. It is at the sole discretion of the District to reject all Proposals.

**Negotiations.** The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District, shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its or others with full and complete authority to bind the Respondent.

**Preparation Expenses.** The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with the same.

**Public Records.** Bid Proposals and other documents submitted in response to the Call for Bids become the exclusive property of the District upon submittal. At such time as the District issues the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the RFP become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the RFP. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.



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**Pre-Bid Inquiries.** Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of Quotes as referenced in the Calendar of Events section above. Pre-bid inquiries or clarification requests shall be submitted electronically to the “Q&A” section of the District’s eBid system where the Bid was downloaded. To ensure effective handling of inquiries, Bidders must submit them one at a time rather than bundling them together. This approach allows for more focused and efficient responses. Responses and/or Addenda from the District will be posted on the District’s PlanetBids vendor portal noted on the Call for Bids. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries after the date and time stated above will not be accepted.

**END OF SECTION**

## VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### Current Food Service Operations and Future Direction

MiraCosta College currently offers food service at two primary locations, with limited vending options at a third.

- The MiraCosta Café at the Oceanside Campus provides breakfast, lunch, and snack items Monday through Friday, featuring a menu that includes burritos, sandwiches, and pizza.
  - Recent investments in the campus kitchen program included a refresh of facilities, with new equipment and smallwares added.
- The Cardiff Reef Café at the San Elijo Campus operates Monday through Thursday, offering a similar menu of burritos, sandwiches, pizza, and tacos.
- The Community Learning Center (CLC) campus currently provides limited access to food through vending machines.

At present, food service operations are managed under a subsidized program. The District contributes a sizeable annual subsidy to sustain food services, with more than half of that amount supporting operations at the San Elijo Campus due to low sales volume.

To ensure continued access to food options for students and employees while promoting long-term fiscal sustainability, the District is seeking to transition to a more efficient and cost-effective food service model, therefore reducing its annual subsidy, beginning in Fiscal Year 2026-2027. Under this new model, the District is issuing a single Request for Proposals (RFP) encompassing:

- Cafeteria and catering services for the Oceanside (OCN) campus
- Enhanced vending services for the San Elijo (SAN) and Community Learning Center (CLC) campuses

This consolidated approach is intended to maintain quality service and align with the District's fiscal and operational priorities.

### Enhanced Vending Expectations – San Elijo and Community Learning Center

Enhanced vending solutions refer to modern, technology-driven vending systems designed to go beyond traditional snack or drink dispensers. These solutions integrate smart features to improve convenience, efficiency, and customer engagement.

For both the San Elijo and Community Learning Center campuses, Bidders should include interim enhanced vending solutions that can be accommodated within the existing physical and electrical infrastructure. Current conditions support electrical power only. There is no water or drain access available at this time. Proposed vending solutions must therefore be self-contained and suitable for operation under these conditions.

The District is exploring opportunities to lightly renovate the space to provide students with a place to gather and to incorporate the potential addition of water and drain connections for enhanced vending solutions. Bidders are encouraged to propose scalable and adaptable solutions that meet current needs while positioning for future expansion as facilities are upgraded.





### **Catering Services**

Catering services will be an important component of the food service program at MiraCosta College, with requirements and expectations varying by campus.

At the Oceanside campus, where the primary cafeteria operation will be located, the selected Bidder will be required to provide catering services for on-campus events and functions. The successful Bidder will be granted the first right of consideration for all catering requests issued by the District. The District seeks a partner capable of offering a broad range of catering options, from small meetings to large campus events, with consistent quality, timely service, and competitive pricing.

Catering is needed during semesters and between semesters. Evening and weekend catering is also needed.

Average order amounts range from \$300 - \$500. Larger orders for special and campuswide events range from \$2,000 - \$8,600. Popular menu items include: sandwiches, salads, cheese platters, fresh fruit, appetizers, pizza, bite-sized desserts, breakfast burritos, and beverages.

The current food service provider has the first right of consideration to provide a competitive proposal for catering services.

The District's [Administrative Procedure 6304 – Actual and Necessary Business Expenses](#), limits light refreshments for community and/or student-focused events at less than \$25/per student and/or community member. Other authorized activities and events referenced in AP6304 provide a \$50 per person/day.

At the San Elijo and Community Learning Center campuses, catering services will not be a required component of the food service contract. However, the District reserves the option to request catering services from the selected Bidder if the Bidder is equipped and properly licensed to provide such services. Bidders who can accommodate catering requests at these campuses—through approved facilities, licensed mobile operations, or other compliant means—are encouraged to include this capability in their proposals.

### **Required Services within the Scope of this RFP**

- Oceanside cafeteria services
- Oceanside catering services
- San Elijo campus:
  - Enhanced vending options
- CLC campus:
  - Enhanced vending options

### **RFP Guiding Principles**

- **Quality & Inclusion:** Provide diverse, creative, and allergen-conscious dining at a fair price, with catering that represents the college well.
- **Collaboration & Care:** Act as a true campus partner—supporting events, treating labor fairly, and stewarding spaces and equipment responsibly.



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- Excellence & Value: Maintain top health and service standards while leveraging vendor connections and sector expertise to manage costs.
- Flexibility: Ability to provide an adaptable vending program that evolves with campus needs.

**Sales History**

2024/2025 Revenue - Combined					
Month	Breakfast	Lunch	Dinner	Catering	Total
Oceanside	\$ 93,565.30	\$ 398,737.78	\$ 56,555.07	\$ 248,431.63	\$ 797,289.78
San Elijo	\$ 5,639.99	\$ 63,570.34	\$ -	\$ 21,972.33	\$ 91,182.66
Combined Totals	\$ 99,205.29	\$ 462,308.12	\$ 56,555.07	\$ 270,403.96	\$ 888,472.44

2024/2025 Revenue - Oceanside					
Month	Breakfast	Lunch	Dinner	Catering	Total
July 2024	\$ 3,073.21	\$ 9,975.74	\$ -	\$ 12,556.80	\$ 25,605.75
August 2024	\$ 6,753.70	\$ 29,277.78	\$ 4,382.48	\$ 30,842.63	\$ 71,256.59
September 2024	\$ 13,330.76	\$ 56,144.17	\$ 8,797.37	\$ 21,232.64	\$ 99,504.94
October 2024	\$ 13,265.81	\$ 56,517.17	\$ 9,742.26	\$ 18,823.44	\$ 98,348.68
November 2024	\$ 9,129.25	\$ 37,702.88	\$ 4,967.81	\$ 18,861.93	\$ 70,661.87
December 2024	\$ 4,860.57	\$ 17,864.80	\$ 2,558.77	\$ 10,343.77	\$ 35,627.91
January 2025	\$ 4,426.34	\$ 21,524.04	\$ 2,738.23	\$ 22,646.97	\$ 51,335.58
February 2025	\$ 9,617.53	\$ 44,600.34	\$ 6,840.17	\$ 17,674.81	\$ 78,732.85
March 2025	\$ 8,922.87	\$ 34,381.56	\$ 5,338.56	\$ 12,672.26	\$ 61,315.25
April 2025	\$ 11,712.92	\$ 48,200.69	\$ 6,842.49	\$ 31,352.79	\$ 98,108.89
May 2025	\$ 8,472.34	\$ 31,963.50	\$ 4,346.93	\$ 31,697.00	\$ 76,479.77
June 2025	\$ -	\$ 10,585.11	\$ -	\$ 19,726.59	\$ 30,311.70
Annual Totals	\$ 93,565.30	\$ 398,737.78	\$ 56,555.07	\$ 248,431.63	\$ 797,289.78

2024/2025 Revenue - San Elijo				
Month	Breakfast	Lunch	Catering	Total
July 2024	\$ -	\$ -	\$ -	\$ -
August 2024	\$ 302.39	\$ 3,333.10	\$ 1,208.82	\$ 4,844.31
September 2024	\$ 578.55	\$ 7,984.26	\$ 4,325.79	\$ 12,888.60
October 2024	\$ 797.43	\$ 10,190.88	\$ 3,414.29	\$ 14,402.60
November 2024	\$ 603.84	\$ 6,690.74	\$ 1,737.09	\$ 9,031.67
December 2024	\$ 281.14	\$ 3,061.11	\$ 2,128.17	\$ 5,470.42
January 2025	\$ 406.73	\$ 3,548.93	\$ 1,449.01	\$ 5,404.67
February 2025	\$ 775.80	\$ 7,657.52	\$ 1,481.14	\$ 9,914.46
March 2025	\$ 539.35	\$ 6,219.86	\$ 1,312.59	\$ 8,071.80
April 2025	\$ 853.79	\$ 9,199.00	\$ 3,571.81	\$ 13,624.60
May 2025	\$ 500.97	\$ 5,684.94	\$ 1,343.62	\$ 7,529.53
June 2025	\$ -	\$ -	\$ -	\$ -
Annual Totals	\$ 5,639.99	\$ 63,570.34	\$ 21,972.33	\$ 91,182.66



\*Note: the above revenue for San Elijo reflects the café being open, which will not be the case for the next food service contract.

Academic Calendar

MiraCosta College’s academic calendar can be found via this link: <https://catalog.miracosta.edu/academiccalendar/>.

Current Food Service Hours of Operation

	Oceanside Café	San Elijo Café
Monday	7:30am - 4:00pm	8:00am - 2:00pm
Tuesday	7:30am - 4:00pm	8:00am - 2:00pm
Wednesday	7:30am - 4:00pm	8:00am - 2:00pm
Thursday	7:30am - 4:00pm	8:00am - 2:00pm
Friday	7:30am - 2:00pm	Closed
Saturday	Closed	Closed
Sunday	Closed	Closed

Operating Days and Hours

Operations are expected to operate year-round, with operating days detailed by campus below. Additional operating days and hours may be needed for concessions, events, and catering. Hours of operation may be reduced in the summer or during intersessions at the discretion of the District and in collaboration with the provider(s).

- Oceanside:
  - 5 days (Monday-Friday) during semesters (fall, spring, and summer)
    - Fall: 85 operating days
    - Spring: 87 operating days
    - Summer: 38 operating days
- San Elijo and CLC:
  - Enhanced vending services are available.

Financial Reporting and Audit Control

The provider(s) shall maintain such accounting and records in relation to all operations under the contract, as may be satisfactory to the District.

The provider(s) will provide an annual revenue and expenditure projection to the District ahead of each fiscal year

- The provider(s) shall take all necessary steps to ensure all income is immediately recorded.
- The provider(s) shall maintain adequate cash controls to ensure full accountability of all transactions.
- The provider(s) shall provide point of sale/sales reports and other relevant documents every month and upon request.



- The provider(s) shall establish adequate internal controls and determine, at such frequent intervals as may be necessary, that the controls are being maintained. The District reserves the right to have its representatives (including internal auditors) audit the provider's financial records and obtain any other information relevant to the contract.

The District has the following expectations for financial reporting from the provider(s):

- Monthly operating statement with Oceanside and San Elijo operations separated.
- Report showing number of transactions, sales by venue by hour, and more to inform data-driven decisions.
- Mid-year projections and fiscal expectations reporting.
- Mutually agreed upon semi-annual meeting to discuss programming, problem-solving, and fiscal performance.

### **Annual Operating Plan**

The operating plan will discuss past and projected annual KPIs and success metrics for food services (e.g., anticipated food and labor costs, wage increases, etc.). The annual operating plan meetings should include discussion of pricing adjustments, hours of operation, menu changes, key programs or initiatives, catering menus and pricing, equipment needs, smallwares needs, etc.

### **Personnel**

The selected Bidder is the employer of all dining personnel, and will be fully responsible for recruiting, hiring, employing, training, supervising, directing, disciplining, and, if necessary, discharging personnel working in the dining services program under their management. The District should be included in the recruitment (interviewing) of leadership positions. The selected Bidder is responsible for providing sufficient staff to achieve the required food and service standards. Changes to the labor model should be based on operational needs and service needs of the campus. Changes to the labor model will be reviewed with the District. The selected Bidder will ensure an adequate backup plan for critical positions in the event of absenteeism.





**Staff Counts and Current Wages**

<b>Oceanside</b>		
<b>Position</b>	<b>Quantity</b>	<b>Hourly Wage Range</b>
Food Service Worker	4 fulltime (including 1 student worker)	\$20.00 - \$22.65/hour
Food Service Utility	1 fulltime	\$20.00 - \$22.65/hour
Cook	3 fulltime (including 1 student worker)	\$19.50-\$23.70/hour
General Manager	1 fulltime (covers both campuses)	\$75,000-\$85,000 annually
Chef Manager	1 fulltime	\$75,000-\$85,000 annually

**Student Employment**

Selected Bidder is encouraged to hire MiraCosta College students, but there is no formal student employment partnership with the District.

**Responsibilities Matrix**

See Attachment 3 - Responsibilities Matrix for District/Selected Bidder(s) responsibilities regarding:

- Facilities
- Equipment
- Custodial/Sanitation
- Technology
- Marketing
- Catering
- Programs
- Administration
- Operating Permits & License

**Care of Equipment**

Selected Bidder and its employees shall be responsible for the proper care, maintenance, and cleaning of all equipment at all times. The selected Bidder is expected to operate equipment safely and correctly and shall train its personnel to operate said equipment before use.

**END OF SECTION**



## IX. BIDDER INSTRUCTIONS

- 1) **Preparation and Submittal of Bid Proposal:** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District will be deemed non-responsive and will be rejected.
  - 1.1. Electronic Bid Proposal Submittal. All bids shall be submitted before the date/time outlined in the Notice to Qualified Bidders via the District's PlanetBids vendor portal. Bid Proposals submitted outside the PlanetBids portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete, or inaccurate data submitted through the PlanetBids portal. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771.
  - 1.2. Electronic Submission Requirements. Bidders must enter proposed financial projections in their electronic submission as specified in the bid documents. The proposed financial projections submitted through the Bidder's electronic submission shall be considered binding. They will serve as the basis for the District's evaluation and determination of the best-value Proposal. Bidders must attach a PDF file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771. If you continue to have difficulty, contact the District's Purchasing Department by email at [mina.hernandez@miracosta.edu](mailto:mina.hernandez@miracosta.edu). Neither the District nor the District's bid management system makes any guarantee as to the timely availability of assistance, nor assurance that any given problem will be resolved by the bid submission date and/or time.
  - 1.3. Bid and Contract Documents. The Bid and Contract Documents are available only through the District's PlanetBids portal. The District's PlanetBids portal may be accessed through the District's Purchasing webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Project Addenda.
  - 1.4. Date and Time of Bid Proposal Submittal. The PlanetBids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's PlanetBids vendor portal.

END OF SECTION



## **X. MANDATORY DOCUMENTS AND CHECKLIST FOR SUBMISSION**

**The following must be submitted electronically with the Bidder's Proposal and uploaded to PlanetBids as part of the Bidder's submission:**

- 1. Cover Letter/Executive Summary:** The Cover Letter/Executive Summary shall, at a minimum, contain the following and be uploaded under General Attachments-Cover Letter/Executive Summary in PlanetBids:
  - A. Identification of the Bidder, including the business name, address, website, and telephone number.
  - B. Name, title, address, telephone number, and e-mail address of Bidder's point of contact during the period of Proposal evaluation.
  - C. A statement of the Bidder's qualifications relates to Section VIII-Scope of Work and Technical Specifications.
  - D. Provide an executive summary of Bidder's proposal. This should succinctly summarize the food service solutions the Bidder is proposing for each campus and why Bidder believes its company would be the best candidate for the specific service(s) for which it is providing a proposal.
    - a. Do not include any information regarding costs or revenues in this letter.
  - E. A statement to the effect that the Proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.
  - F. Signature of a person authorized to bind the Bidder to the terms of the Proposal.
  
- 2. Company Information and Signatory Page:** Bidder must complete the attached Company Information and Signatory Page form and upload it under General Attachments-Company Information and Signatory Page in PlanetBids.
  
- 3. Copy of Applicable Licenses:** Bidder must upload copies of all applicable licenses and permits as listed below.
  - A. Authorization to do Business in California (provide one of the following):
    - Sole Proprietors: A copy of your current California business license.
    - Corporations: Your corporate number issued by the Secretary of State. (Note: This number may be included on your Company Information form or uploaded as a separate document).
  - B. Current health permit/license.
  - C. Current catering permit/license.

Bidder will combine all license and permit documents (A, B, and C) into a single PDF file and upload the required file(s) to the General Attachments-Copy of Applicable Licenses in PlanetBids.
  
- 4. Concept of Services/Program Description:** Bidder must upload its concept of services and program description under General Attachment-Concept of Services/Program Description in PlanetBids. The Bidder may choose to propose all necessary services for each campus.
  - A. Bidder shall describe in detail how it will operate the proposed services. Bidder will include proposed hours of operation, concepts, sample menus, use of national/regional brands/local

## CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26

- restaurants (if applicable), sample pricing, and any other considerations that demonstrate creativity, innovation, and the ability to meet the campus's needs.
- B. Bidder shall include a philosophical approach to culinary services, including planning for variety, dietary accommodations, allergens, sourcing, nutrition, and wellness.
  - C. Bidder shall provide creative ideas related to food donations and food insecurities that would benefit the campus community.
  - D. Bidder shall describe its approach to food, beverage, and supplies procurement.
  - E. Bidder shall include information related to sustainability initiatives and goals. For example, sustainable practices may include:
    - No plastic bottled beverages (including water) sold in the cafeteria; only glass or cans.
    - Sell reusable bottles for water.
    - Reduce/Eliminate plastic and Styrofoam: Set a goal to replace all to-go containers, plates, and utensils with biodegradable options.
    - Use unbleached biodegradable paper products (cups, lids, stirrers, napkins, towels, etc.).
    - No plastic straws; provide paper ones.
  - F. Bidder shall include their overall approach to catering, including customer ordering processes, menu variety, and deployment of labor for scheduled events for the Oceanside campus.
    - a. Bidders should address their availability to provide optional catering for San Elijo and CLC if licensed and equipped.
  - G. Bidder shall include information about enhanced vending services at the San Elijo (SAN) and Community Learning Center (CLC) campuses, including:
    - a. Proposed Equipment and Locations: Identify proposed vending machines for each campus, including quantity, type (e.g., refrigerated, frozen, ambient, smart/micro-market units), and intended placement.
    - b. Equipment Specifications: Include details on equipment power requirements, space dimensions, and confirm compatibility with current site infrastructure (electrical only; no water or drain).
    - c. Product Mix and Offerings: Describe the anticipated range of products (e.g., fresh food, beverages, snacks, entrees), emphasizing healthy, high-quality, and diverse selections.
    - d. Sales Minimums and Performance Metrics: Identify any required sales minimums, performance standards, or service level expectations associated with vending operations.
  - H. Bidder shall describe its implementation and transition plan, should a contract be awarded. The implementation plan should include key milestones, dates, and the responsible party for tasks leading up to the start of each phase.
  - I. Bidder shall include what information, documents, assistance, or resources are needed from the District to complete proposed services successfully.
  - J. Bidder shall include any critical assumptions upon which the program approach is based.
- 5. Staffing and Training Plan:** Bidder must submit an organizational chart and sample staffing list that identifies how operations and services will be managed and operated, including types and quantities of positions, and will include the following in this proposal and upload under General Attachments-Staffing and Training Plan in PlanetBids:
- A. Bidder shall include positions needed on-site and associated rates of hourly pay.
    - a. Bidder shall include positions needed (if necessary) at San Elijo and CLC for maintaining the enhanced vending at each venue.



- B. Bidder shall include a proposed schedule by position and by location per the solutions being proposed.
- C. Bidder shall describe in detail if any subcontractor will be used and the work they will perform.
- D. Bidder shall submit resumes of possible candidates for the proposed management positions.
- E. Bidder shall speak to staffing abilities in this region for replacing on-site management when circumstances require it.
- F. Bidder shall describe plans for hiring, retaining, and replacing hourly employees. Bidder shall describe ideas for hiring and utilizing student employees as hourly employees, managers, or interns.
- G. Bidder shall include the salary ranges and associated benefit costs (if applicable) expected for the Bidder's workforce.
- H. Bidder shall describe the training program(s) they will provide to the workforce, and how training is tracked.
- I. Bidder confirms that employees who will work at the facilities have no record of criminal convictions involving drugs and/or alcohol, assault, or combative behavior or theft to the best of Bidder's knowledge, information, and belief.

**NOTE: Bidder shall also complete the attached Staffing Proposal Workbook, described below.**

- 6. Staffing Proposal Workbook:** The Bidder must submit the attached Staffing Proposal Workbook and upload in PlanetBids as a PDF AND Excel format, under General Attachment-Staffing Proposal Workbook PDF and General Attachment-Staffing Proposal Excel, respectively.
  - A. For San Elijo and CLC tabs within the workbook, the Bidder must include any staffing or labor needed to maintain enhanced vending programs, if needed.
- 7. Sanitation, Safety & Quality Assurance:** Bidder must describe sanitation and safety inspection procedures and upload under General Attachment-Sanitation, Safety & Quality Assurance in PlanetBids with the following information:
  - A. Bidder shall include how audits/inspections will be done to account for proper compliance with safety, sanitation, quality, and adherence to the Contract.
  - B. Bidder shall describe its processes for gathering customer feedback, including its processes for responding to and addressing concerns or complaints.
  - C. Bidder shall describe the key performance indicators (KPIs) it would use to evaluate its performance of the services within this RFP and communicate with the campus about the costs related to the program.
- 8. Food and Beverage Services Facilities, Equipment, & Technology:** The Bidder must submit a narrative of the following items and upload it under General Attachments-Food and Beverage Services Facilities, Equipment & Technology in PlanetBids:
  - A. Bidder shall identify any physical conditions or concerns that would prevent the ability to manage and operate services as described within the RFP.
  - B. Bidder shall describe their point-of-sale ("POS") system that would be used to process all transactions. Contractor will procure, own, install, operate, and maintain the POS system, including all related hardware and software.

- C. Bidder will describe the network and system security of the proposed systems. Bidder shall describe its compliance with Payment Card Industry (“PCI”) data security policies and protocols.
  - D. Bidder shall describe any available programs and technology they have related to online ordering, mobile payment technology, delivery, and loyalty programs.
  - E. Bidder should include their ability to accept EBT/CalFresh.
  - F. Bidder shall describe any other systems or technologies that Bidder intends to utilize.
  - G. Bidder shall include any technology services to be provided by the District.
- 9. Financial Narrative:** The Bidder must submit a financial narrative of its financial proposal and include, at a minimum, the following items and upload it under General Attachments-Financial Narrative in PlanetBids:
- A. Bidder will speak to a management fee operating model, or any other financial arrangement being proposed, including describing the financial model and what the campus shall expect.
  - B. Bidder shall include and describe any other financial considerations.
  - C. Bidders should read Attachment 2 - Financial Projections Instructions before completing the attached Financial Projections Workbook.
  - D. Bidder shall include a financial proposal for two (2) years to demonstrate operations starting in Fall 2026.
  - E. Proposal should include financial projections for all services being proposed on (which should be detailed as noted above).
  - F. Bidder will include detailed staffing costs in its proposal.

**NOTE: Bidder shall also complete the attached Financial Projections Workbook, described below.**

- 10. Financial Projections Workbook:** The Bidder must submit the attached Financial Projections Workbook as a PDF AND Excel format and upload it under General Attachment-Financial Projections Workbook PDF and General Attachment-Financial Projections Excel, respectively.
- 11. Non-Collusion Affidavit:** Bidders must submit the attached Non-Collusion Declaration form with their Proposal and upload it as one of the required General Attachments in PlanetBids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- 12. References:** Bidders must submit the attached Reference form with a minimum of three (3) verifiable references, preferably from a California public or private educational institution and/or California public agency, and shall be listed on the “References” sheet provided in this RFP, and upload it under General Attachments-References in PlanetBids. This list may include current and former clients (with reasons for cancellation, if applicable), with all references being able to comment fully on Bidder’s related experience. Bidder may attach more sheets, if necessary.
- 13. Agreement to Terms and Conditions:** Bidders must complete and submit the attached Agreement to Terms and Conditions form with their Proposal and upload it as one of the required General Attachments in PlanetBids. Should Bidder request edits to the Agreement (Attachment 1) for consideration, such requests must be clearly identified and submitted with its Proposal. No additional



terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.

- **14. Dining Expectations Agreement:** Bidders must complete the attached Dining Expectations Agreement form and upload it under General Attachments-Dining Expectations Agreement in PlanetBids.
  
- **15. Response File:** All Bidders must compile and upload their required documents as follows:
  - Combine all mandatory documents (Items 1 through 14) into a single, consolidated PDF file.
  - Arrange the documents in the numerical order listed above to ensure consistency and ease of review.
  - Upload the combined PDF exclusively under the “Response File” section in the PlanetBids electronic bid platform.

Failure to follow these instructions may result in the Proposal being deemed non-responsive.

- **16. Optional Additional Information/Miscellaneous:** Bidders may include any of the following materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP and upload them under General Attachments-Optional Materials in PlanetBids.
  - A. Include any additional information you deem essential to a proper evaluation of your proposal, and which is not solicited in any of the above-referenced items. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; additions in this section should be relevant and brief.
  - B. If Bidder has alternative considerations for managing and operating food and beverage services, they shall describe them in sufficient detail in this section to allow the District to review and consider. If you wish to present alternative approaches to meet the District’s needs and requirements, these should be thoroughly explained for ease of understanding.

**NOTICE: All of the above must be in the form and content included within this RFP’s Document and uploaded electronically on the Bidder’s PlanetBids submission or will be deemed non-responsive.**

**END OF SECTION**



COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Primary Point of Contact (POC) for RFP: \_\_\_\_\_

POC's Direct Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

POC's Email: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Company:  Corporation  LLC  Proprietorship  Partnership  Joint Venture

If other, please describe: \_\_\_\_\_

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): \_\_\_\_\_

Number of years in business under company name: \_\_\_\_\_

Number of years as a provider of this type services: \_\_\_\_\_

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities. Include information on local offices/regional leadership that would oversee this account (if applicable).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
_____	_____
_____	_____
_____	_____

Has the company changed its name within the past 3 years?  YES  NO

If YES, provide former name(s): \_\_\_\_\_

Have there been any recent (within the last three years) changes in control/ownership of the company?

YES  NO If YES, explain: \_\_\_\_\_

Have officers or principals of the company ever had their business license suspended or revoked for any reason?

YES  NO If YES, explain: \_\_\_\_\_





State your company's gross revenues for each of the last three years:

Current Year: \_\_\_\_\_

Last Year: \_\_\_\_\_

Year before last: \_\_\_\_\_

Has your company ever reorganized under the protection of bankruptcy laws?  YES  NO

If YES, please enter date of reorganization: \_\_\_\_\_

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

\_\_\_\_\_  
\_\_\_\_\_

**Certifications:**

Small Business Enterprise (SBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Minority-Owned Business Enterprise (MBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Woman-Owned Business Enterprise (WBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Disabled Veteran Business Enterprise (DVBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Other Business Enterprise: \_\_\_\_\_  
Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

**RESPOND TO THE FOLLOWING QUESTIONS. USE ADDITIONAL SHEETS AS NEEDED.**

Bidder shall explain corporate management support (if applicable). Bidder shall include which roles will participate in the management and oversight of the services, and the type and frequency with which the District can expect site visits and/or check-in meetings.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder shall describe the systems it has in place to ensure successful management of this account (e.g., menu management, vendor ordering, food production, human resources, financial, accounting, inventory, payroll, etc.).



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Bidder shall describe their company's approach to building a partnership with each unique campus it serves.

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Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_  
(Type or print)

**Title** \_\_\_\_\_



**REFERENCES**

**Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.**

**REFERENCE #1**

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

**REFERENCE #2**

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

**REFERENCE #3**

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

\*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

**(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)**





AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with the Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in the evaluation of the Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

\_\_\_\_\_ Bidder accepts the form of Agreement without exception.

OR

\_\_\_\_\_ Bidder proposes exceptions/modifications to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

- 1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER \_\_\_\_\_ (Type or print complete legal name of Bidder)

BY \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Type or print)

Title \_\_\_\_\_



FOOD AND BEVERAGE SERVICE EXPECTATIONS AGREEMENT FORM

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Bidders are expected to have detailed plans and procedures for the following operational programs (no narrative or sample copies need to be included). Bidders should respond with confirmation or denial of their existence and their commitment to the continuous pursuit of excellence in the execution of these programs.

Table with 3 columns: Expectation, Response Confirm/ Deny, Response Explanation. Rows include: Professional and excellent communication with the MiraCosta Contract Administrator, Sanitation and safety inspection procedures, Food safety and quality assurance procedures, Workplace safety and injury prevention program, Standard operating procedures, Staff onboarding processes, Job aids to be used by staff, Guest services program, Emergency and business continuity plans.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER \_\_\_\_\_ (Type or print complete legal name of Bidder)

BY \_\_\_\_\_ (Signature)

Name \_\_\_\_\_ (Type or print)

Title \_\_\_\_\_



**PURCHASING &  
MATERIAL MANAGEMENT**

## **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

### **FINANCIAL PROJECTIONS WORKBOOK**

(DOWNLOAD UNDER DOCUMENTS TAB IN PLANETBIDS)



**PURCHASING &  
MATERIAL MANAGEMENT**

## **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

### **STAFFING PROPOSAL WORKBOOK**

(DOWNLOAD UNDER DOCUMENTS TAB IN PLANETBIDS)





**PURCHASING &  
MATERIAL MANAGEMENT**

**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

**ATTACHMENT 1 - AGREEMENT**



This Services Agreement (“Agreement”) is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California (“District”), and **Legal Entity Name** (“Contractor”). District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

**WHEREAS**, the District advertised a formal bid, Cafeteria Food Services RFP # 01-26 (“RFP”); and

**WHEREAS**, Contractor warrants and represents to District that Contractor has provided a responsive proposal and has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services defined in the RFP, is properly licensed and/or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

**WHEREAS**, the District desires to engage Contractor for the purpose of performing the Services described in the RFP and in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

**1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth the RFP, this Agreement, and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively “Services”). Any conflicts, discrepancies, or ambiguities shall be interpreted in favor of, and governed by, the RFP and this Agreement. Contractor agrees to perform the Services consistently with the professional skill and care of Contractor’s profession and in compliance with all applicable laws and regulations. All of Contractor’s activities will be at its own risk, and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor’s employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor’s employees, agents, consultants, or subcontractors from the District’s facilities upon the District’s instruction, as determined by the District in its sole discretion, for any or no reason. The Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services without incurring additional costs to the District or extending the Contractor’s time.

**2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to delay the purpose of this Agreement unreasonably. Contractor shall promptly notify the District of any expected delay in the performance of Services.

**3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

**4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

**5. Licenses and Permits.** Contractor and all of Contractor’s employees, agents, consultants, and subcontractors, will secure and maintain in force at all times and throughout the term of this Agreement,



all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

**6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold Indemnitees (as defined in Section 15 below) harmless from any tax consequences.

**7. Expenses and Equipment.** The parties agree that the Responsibilities Matrix governs allocation of cost, ownership, and responsibility for all items referenced in this Section. In the event of a conflict between this Agreement and the RFP - Responsibilities Matrix, the Responsibilities Matrix will control with respect to the specific item or responsibility in question. Outside of the Responsibilities Matrix, Contractor will be solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

**8. Tariff-Related Cost Adjustments.** If, after execution and approval of this Agreement by the District's Board of Trustees, the federal government executes and implements a tariff that results in an overall increase in the Contractor's cost of performance under this Agreement, the Contractor may submit a written request for a temporary price adjustment for the actual cost increase for the District's approval. The request must include specific identification of the applicable tariffs, verifiable documentation of the alleged actual cost impact directly attributable to those tariffs, and itemized calculations demonstrating the alleged increase. The District, at its sole discretion, may approve such a temporary price adjustment only if: (1) the aforementioned required documentation supports the requested temporary price adjustment; (2) the increase exceeds fifteen percent (15%) of the affected contract item's value; (3) the Contractor incurs this cost increase after the Agreement amount is established by the Contractor and approved by the District; (4) the cost increase is not the result of the failure of the Contractor to meet an obligation under the Agreement including, but not limited to, timely ordering and procurement of goods and materials; (5) the Contractor provides documents to show it made reasonable efforts to obtain the materials subject to tariffs from other sources including domestic sources or other sources not subject to tariffs, and that there are no equivalent materials that are not subject to tariffs; and (6) the cost increase could not have been avoided through placing an order for materials and/or commodities at an earlier point in time after award of the Agreement to the Contractor. Any approved temporary price adjustment shall be subject to quarterly review by the District and must be reversed retroactively if the tariffs are later reduced, rescinded, or eliminated. The Contractor shall notify the District within seven (7) business days of any such change and adjust pricing accordingly. The District reserves the right to audit all related documentation. If the District's quarterly review and/or audit discloses overcharges by the Contractor, the amount of the overcharges and actual cost of the District's audit shall be reimbursed to the District by



the Contractor either directly or via a deduction of the Agreement amount. This provision does not permit recovery of general cost escalations unrelated to tariffs and requires the Contractor to exercise commercially reasonable efforts to mitigate such impacts.

**9. Travel Expenses.** All travel, lodging, and meal per diem expenses in connection with the Agreement for which the Contractor may claim reimbursement under the terms of the Agreement must be approved in writing by the District before incurring any expenses. It will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursement rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

**10. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore, not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

**11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements related to health and safety. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to





viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's protocols while at any of the District's property locations.

**12. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. The District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or before the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor's or District's funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

Contractor may terminate this Agreement for convenience only by providing the District with at least one hundred twenty (120) days' prior written notice of termination. Notwithstanding any such notice, Contractor shall continue to fully perform the Services, without interruption, through the end of the then-current academic year (or such later date as the parties may mutually agree in writing) to ensure continuity of required services to the campus. The effective date of termination shall be no earlier than the last day of the academic year in which the notice period expires.

**13. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

**14. Indemnification and Hold Harmless.** To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers (collectively, "Indemnitees") harmless against any and all liability arising from:

- a. **Workers' Compensation and Employers' Liability.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subconsultant's employees arising out of Contractor's Services or work under this Agreement; and
- b. **General Liability.** Liability for claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property (collectively, "Claim"), arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement,



except for liability resulting from the sole negligence, willful misconduct, or unlawful acts of Indemnitees; and

- c. **Professional Liability.** Any Claim caused by any act, neglect, default or omission of Contractor, or any person, firm or corporation employed by Contractor, either directly or by independent contract, arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement, including injury or damage either on or off District property; but not for any Claims caused by the sole negligence, willful misconduct, or unlawful acts of Indemnitees.
- d. **Duty to Defend and Indemnify.** Contractor, at its own expense, cost, and risk, shall defend and indemnify any and all Claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees arising from, founded upon, or in connection with any Claims and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof.
- e. The provisions of this Section 15 shall survive the termination or expiration of this Agreement.

**15. Insurance.** Contractor must procure and maintain during the term of the Agreement and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products, and completed operations (required from all contractors);
- b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Professional Liability Insurance (If applicable to the type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. **Cyber Liability (If applicable to the type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network



security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")  
Attention: Justin Crast, Risk Manager  
1 Barnard Drive  
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

- 16. Confidential Information.** Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control including, but not limited to, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District in writing if it becomes aware of any possible unauthorized disclosure or use of any Confidential Information. Contractor shall fully indemnify, defend, and hold all Indemnitees harmless from any Claims arising from or related to the Contractor's failure to comply with the requirements set forth in this Section. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.



**17. Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the Indemnitees, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement for cause. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

**18. Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require compliance by all hired agents, consultants, and subcontractors.

**19. Complaints and Investigations.** Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

**20. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

**21. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar





right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

**22. Advertising.** Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

**23. Notice.** All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or email, addressed as follows:

**For District:**

Mina Hernandez  
Director, Purchasing, Contracts & Material Management  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**For Contractor:**

Contact information as referenced in Exhibit A

Any notice personally given or sent by email is effective upon written confirmation of receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

**24. Non-Waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**26. Conflict of Interest and Prohibited Interests.** The Contractor represents and warrants that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement, and that no person having any such interest shall be employed by the Contractor. Neither the Contractor, nor any of its officers, employees, agents, consultants, contractors or subcontractors, shall now or hereafter have any conflict of interest pursuant to Government Code section 1090 or the California Political Reform Act (i.e., Government Code section 87100 et seq.). The Contractor's representations pursuant to this Section shall survive termination of this Agreement. The District reserves the right to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate the Contractor for cause if any such conflict is discovered.



**27. Governing Law.** This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

**28. Force Majeure.** Contractor may be excused from performance during the time and to the extent it is prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, or other reasonably unforeseen events that are outside of the Contractor's reasonable control as determined by the District, when satisfactory evidence thereof is presented by the Contractor to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during the District's determination of a force majeure event. The Contractor shall not be entitled to any additional costs or fees during a force majeure event, but the Contractor shall be granted a non-compensable extension of time.

**29. Disputes.** Except in the event of the District's failure to make approved and undisputed payments to Contractor in accordance with this Agreement, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

**30. Mediation; Arbitration.** The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on precluding a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and will survive after the termination or expiration of this Agreement.



**31. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

**32. Entire Agreement.** This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions this Agreement shall govern and prevail.

**33. Recitals.** The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

**34. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**35. Authority.** Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the District and Contractor have executed this Agreement as of the first set forth above.

**“DISTRICT”  
MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**“CONTRACTOR”  
LEGAL ENTITY NAME**

**Signature:** \_\_\_\_\_  
**Name:** Elba Gomez  
**Title:** Vice President, Administrative Services  
**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Name:** Name of Legal Authorized Signer  
**Title:** Title of Legal Authorized Signer  
**Date:** \_\_\_\_\_



**EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION**

**Contractor:**

Legal Entity Name  
Point of Contact's Full Name  
Street  
City, State and Zip  
Direct Phone Number  
Email Address

**District Point of Contact:**

Name of Department Point of Contact working with Contractor  
Select the Department Point of Contact's Address from dropdown list  
Direct Phone Number  
Email Address

**Agreement Period:**

Start Date: Select Contract Start Date  
End Date: Select Contract End Date

**Scope of Work - Description of Services and Deliverables:**

See [Name of Project]RFP [BID #X-XX] and Exhibit B – Contractor's Proposal

**Rate and Method of Payment:**

See Exhibit C – Contractor's Cost File

**Payment and Compensation Terms:**

**Invoices.** Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.

**Additional Services.** The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.





**EXHIBIT B – CONTRACTOR’S PROPOSAL**



**EXHIBIT C – CONTRACTOR’S COST FILE**



## **ATTACHMENT 2 - FINANCIAL PROPOSAL INSTRUCTIONS**

This is a Management Fee-based proposal. Included in the Management Fee are the following MiraCosta locations:

- MiraCosta Café at the Oceanside Campus
- Catering at the Oceanside Campus
  - Catering capabilities at San Elijo and CLC should be noted in proposals but **should not** be included in financial projects.
- Enhanced vending services at:
  - San Elijo Campus
  - Community Learning Center Campus (CLC)

### Instructions for Financial Proposal:

The following information is provided to Bidders to assist in their financial proposal:

- Campus Introduction (RFP narrative), specifically Sections III. & VIII.
- Attachment 1 – Agreement
- Attachment 3 - Responsibilities Matrix

The following years will be requested in the Financial Projections Workbook):

- Year 1 FY2026-2027
- Year 2 FY2027-2028
- The financial proposal must specify any costs or types of expenses to be borne by MiraCosta to contribute to the Cafeteria and Food Services Program successfully.
- As a part of this submission, each Bidder is to provide a projected annual operating budget for the years described above and within the Financial Projections Workbook.
- Bidder's Proposal shall include transition and start-up costs, capital investments (if any), projected revenue, cost of goods sold, volume purchasing discount (if any), payroll management costs, payroll hourly with benefits, direct operating costs, indirect operating costs, management fee/administrative fees, and net income.
  - Expenses that are known by MiraCosta and do not need to be estimated by Bidders have been grayed out, indicating that Bidders should leave these figures blank.
- Bidders shall complete the Staffing Proposal Workbook to show # of positions needed, hours needed, and wages.

**Financial Proposal to be submitted in 5 parts and uploaded to Bidder's PlanetBids submission as referenced under Section X as follows:**

- Financial Narrative as a PDF
- Financial Projections Workbook (completed) as a PDF
- Financial Projections Workbook (completed) as an Excel spreadsheet
- Staffing Proposal Workbook (completed) as a PDF
- Staffing Proposal Workbook (completed) as an Excel spreadsheet



**ATTACHMENT 3 - RESPONSIBILITIES MATRIX**

	MiraCosta	Supplier	Notes
<b>Facilities</b>			
Utilities	x		
Electric	x		
Gas	x		
Trash	x		
Water	x		
Pest Control		x	
Internet/ data lines	x		
Building maintenance	x		
Landscaping & groundskeeping	x		
Security/ access control systems	x		
<b>Equipment</b>			
Kitchen equipment ownership	x		
Maintenance for kitchen equipment	x	x	Purchase Order created by the District, and the Supplier is responsible for calling maintenance or a service call.
Exhaust hood/ fire suppression system inspections	x		
Kitchen equipment preventative maintenance	x	x	Purchase Order created by the District, and the Supplier is responsible for calling maintenance or a service call.
Smallwares for regular (non-catering) foodservice	x		
<b>Custodial/ Sanitation</b>			
Kitchens		x	
Dining rooms/ dining areas	x	x	Supplier responsible for cleaning dining room tables, spills, etc. during the time the dining room is open.
Grease trap maintenance & grease removal	x		
Hood cleaning	x		
Food safety and sanitation program		x	
Floors	x	x	Kitchen: Supplier; Dining Room: MiraCosta
Walls	x	x	<6': Supplier; >6': MiraCosta
Window & door cleaning - Interior	x		
Window & door cleaning - Exterior	x		
<b>Technology</b>			
POS hardware & software		x	
POS annual system fees		x	





**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

Digital menu boards		x	
Digital menu/ annual software		x	
Campus card system	x		
Dining-related/ order/ payment applications		x	
Menu management system		x	
Meal plan management system (if any)		x	
Music streaming services	x		
<b>Marketing</b>			
Marketing	x	x	
Signage		x	
Dining website	x		
Campus survey	x		
<b>Catering</b>			
Catering truck/ van		x	
Electric carts		x	
Menu determination	x	x	
Service fees determination	x	x	
Smallwares	x	x	
<b>Programs</b>			
Pricing	x	x	With MiraCosta approval
Menu determination		x	
Summer conference dining rates	x		
Food insecurity/ basic needs programs	x		
<b>Administration</b>			
Office supplies	x		
Office furniture	x		
Computers	x		
Software subscriptions	x		
<b>Operating Permits &amp; Licenses</b>			
Health department permit		x	



ADDENDUM #1
CAFETERIA AND VENDING FOOD SERVICES
RFP #01-26

This Addendum is hereby made part of the contract documents and modifies the original bid documents posted on January 8, 2026, to the same extent as though it were originally included therein. Therefore, this Addendum precedes the original bid documents and any previous addenda.

The bid documents are modified and/or clarified to answer the following questions as follows:

- Updated Mandatory Job Walk Locations and Times
- Change to Time for Community Learning Center to 11:30 AM
- Change to Time and Location for Main Campus 1:00 PM at Building T570

Table with 2 columns: MANDATORY JOB WALKS AT THREE CAMPUSES BIDDERS MUST ATTEND ALL THREE (3) TO BE DEEMED RESPONSIVE BIDDERS; Mandatory Job Walks at the following locations: Thursday, January 22, 2026, beginning promptly at 10:00 AM (PST) Location: San Elijo campus, 3333 Manchester Ave., Building 900 (Student Center), Cardiff, CA 92007; Thursday, January 22, 2026, beginning promptly at 11:30 AM (PST) Location: Community Learning Center campus, 1831 Mission Ave., Building 300, Oceanside, CA 92058; Thursday, January 22, 2026, beginning promptly at 1:00 PM (PST) Location: Main Campus, 1 Barnard Dr., Building T570, Oceanside, CA 92056

Please acknowledge the receipt of this Addendum in your proposal submission. Failure to do so may result in disqualification.

All other terms and conditions remain the same.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, Director, Purchasing, Contracts & Material Management

Date: January 13, 2026



# ADDENDUM #2 CAFETERIA AND VENDING FOOD SERVICES RFP #01-26

This Addendum is hereby made part of the contract documents and modifies the original bid documents posted on January 8, 2026, to the same extent as though it were originally included therein. Therefore, this Addendum precedes the original bid documents and any previous addenda.

The bid documents are modified and/or clarified to answer the following questions as follows:

#	Question	Answer
1	Will only one vendor be selected or can multiple win?	<p>The District’s intent is to award to a single vendor capable of providing all requested services in the original RFP. The District acknowledges that the original scope of services described in the RFP includes café and catering services at the Oceanside Campus and enhanced vending at the San Elijo Campus (Building 900) and CLC Campus (Building 100). While traditional vending across all three campuses was not included in the original scope, the District is open to proposers including traditional vending services as an optional service within their proposals. Additionally, proposers may submit proposals for traditional vending services only if desired.</p> <p>For those including <b>Traditional Vending</b> in their proposal (either WITH the original RFP scope, and/or by proposing on traditional vending ONLY) - see updated financial projections instructions below.</p> <p>For those including Traditional Vending in their proposal (either WITH the original RFP scope, and/or by proposing on traditional vending ONLY) - see updated financial projections instructions below.</p> <p><b>Financial Projections Workbook Instructions:</b>  <b>**The District has provided an updated workbook: Financial Projections Workbook (UPDATED-2.3.26) attached and can also be found under the “Documents” Tab in PlanetBids. All proposers shall use this updated workbook for all financial submissions. The originally provided Financial Projections Workbook shall not be used.</b></p> <p>**If proposing traditional vending, proposers shall complete the tab titled: “OPT Traditional Vending.”</p> <p>    **This tab should reflect a roll-up of traditional vending across the Oceanside, San Elijo, and CLC campuses.</p> <p>    **This tab shall not include enhanced vending at the San Elijo and CLC campuses, as included in the original RFP scope.</p> <p>    **Any proposed traditional vending commission shall be included on lines/rows 76–77 and described in the explanation lines provided (lines/rows 86–95).</p>

2	Under 'Mandatory Documents', item 3' copy of Applicable Licenses', a request for both a current health permit and catering permit. Is a health permit sufficient or a catering permit is also mandatory? If mandatory, is this an item that can be shown after a vendor is awarded or must have at time of submission of bid?	Proposer shall provide copies of current food-related permits that authorize the firm to operate retail foodservice, vending, and/or catering operations in California. The District acknowledges that certain location-specific permits (e.g., San Diego County public health permits for the MiraCosta facilities) cannot be obtained until after award. If a proposer does not currently have an existing catering operation (for example) to provide as a part of the required documents, it must be understood that the successful contractor will be required to obtain and maintain all such permits prior to commencing operations and for the duration of the contract.
3	As it relates to the San Elijo campus, would the district be open to keeping enough (back of the house) prep space/equipment to be able to supply fresh "grab and go" options for vending?	Yes. The District would be open to the temporary use of limited back-of-house prep space/equipment at the San Elijo Campus to support fresh "grab-and-go" options for vending. However, this use would be temporary only, as the District intends to redesign the space and anticipates repurposing the existing dining servery and kitchen areas within approximately one (1) year. Proposers should not assume long-term access to this space and should propose enhanced vending solutions that can operate independently of dedicated kitchen/servery facilities.
4	What is the current POS system (Point of Sales) is the District using?	The District does not own the POS and the selected provider will need to provide POS. For clarity, the current vendor (Culinart) uses Nextep.
5	Number of vending machines -Total count of vending machines currently in service at each campus	See attachment "MiraCosta Vending Machines Data" spreadsheet  The RFP scope includes Enhanced Vending at San Elijo in Building 900 and CLC in Building 100. Per the District's response to Question #1 above, Proposers may propose an optional service of traditional vending at Oceanside, San Elijo, and CLC.
6	Types of machines- Breakdown by category (snack, cold beverage, combination, coffee/hot beverage, etc.)	See attachment "MiraCosta Vending Machines Data" spreadsheet
7	Machine locations- General placement by campus/building (and indoor/outdoor where applicable)	See attachment "MiraCosta Vending Machines Data" spreadsheet



8	<p>Revenue history (for vending):</p> <ul style="list-style-type: none"> <li>-Any available sales or revenue data from the past 12–24 months</li> <li>-Current commission or revenue-sharing structure (if applicable)</li> </ul>	<p>The District receives a 50% commission on vending sales. The commission is listed below:</p> <p>FY 23-24 = \$35,992.90  FY 24-25 = \$36,631.10  FY 25-26 = \$16,995.07 (7/1-1/31/26)</p>
9	<p>Are the current employees available for hire for the successful bidder? If so is there any buy out that is required?</p>	<p>Current contractor employees may be available for hire by the successful bidder, at the bidder’s discretion and subject to the current contractor’s employment policies and any applicable legal requirements. The District cannot guarantee the availability of any current employees.</p> <p>The District notes that the current agreement includes restrictions related to the solicitation and hiring of certain managerial/supervisory employees assigned to the program, including a one-year non-solicitation period following contract termination/expiration and associated liquidated damages/buy-out requirements if such provisions are triggered. Proposers should account for this in transition planning and staffing assumptions. These provisions do not apply to all employees and are generally limited to defined managerial/supervisory personnel; however, the winning bidder is responsible for coordinating with the current contractor.</p>
10	<p>Our assumption is that since coffee is a priority for the students, there will be a water hookup for a coffee machine.</p>	<p>See Section VIII-Scope of Work &amp; Technical Specs, Enhanced Vending Expectations-San Elijo and Community Learning Center, along with Answer to Question 3.</p>
11	<p>Can vendors bid on just the Oceanside campus?</p>	<p>See Answer to Question 1</p>
12	<p>Can vendors bid as full service operator on Oceanside campus and subcontract the other 2 campuses elevated vending with local contractors?</p>	<p>See Answer to Question 1</p>
13	<p>What is the current Point of Sale System?</p>	<p>See Answer to Question 4</p>

14	What is your targeted cost per meal for each campus for breakfast and lunch?	The District is not prescribing a targeted cost per meal at this time. Proposers should provide their recommended pricing approach for breakfast and lunch, including an estimated average check by meal period and representative menu pricing (as outlined in the RFP Documents and in the Financial Projections Workbook). Pricing should be modeled using industry standards and should demonstrate affordability and financial stewardship consistent with the management fee model. Proposers should also describe key assumptions used to develop pricing (e.g., expected participation/volume, food and labor cost assumptions).
15	Is there any equipment that a new vendor would be required to provide?	Not at this time. Per the RFP, POS must be provided and managed by the provider.  Additionally, if proposals include any program elements beyond the existing facilities and equipment currently available must be clearly identified in the proposal narrative, including responsibility/ownership assumptions, and any associated financial impacts should be reflected in the Financial Projections Workbook, as applicable.
16	Is there any equipment that we saw on the site visit that would leave with the current vendor if you make a change?	No
17	Does your current operation accept EBT/CalFresh?	No - but we will require awarded food provider to accept EBT/CalFresh per RFP documents (see #8(E)-Food and Beverage Services Facilities, Equipment & Technology (page 25))

18	<p>Can the District share the current annual subsidy amount by campus (Oceanside vs. San Elijo) and how subsidy reduction will be measured over the contract term?</p>	<p>The District will not be providing the current annual subsidy amount by campus. As noted in the RFP, food service operations are currently subsidized; however, the District’s intent is to reduce subsidies/eliminate beginning in FY 2026–2027 and has intentionally changed operations at San Elijo in pursuit of this intention/goal.</p> <p>Proposers should submit an operational and financial plan that minimizes reliance on District subsidy and demonstrates a clear approach to reducing and, where feasible, eliminating the District’s net financial contribution over the contract term. Proposals will be evaluated, in part, on the feasibility of the proposer’s plan to achieve long-term fiscal sustainability while maintaining access to food service for students and employees. As the solicitation is structured as a management fee model, subsidy reduction will be evaluated based on the program’s overall net financial performance and is independent of the required management fee.</p> <p>Per Section X. (9 &amp; 10) of the RFP, proposals should also include complete and as accurate-as-possible financial projections for Years 1 &amp; 2 (including key assumptions) sufficient for the District to understand anticipated program financial performance, including any projected District net subsidy requirement by year (if any), in addition to the proposed management fee.</p>
19	<p>How will the District define financial success in Years 1–2: reduced subsidy, break-even performance, or participation growth?</p>	<p>The District’s primary definition of financial success in Years 1–2 is progress toward a reduced reliance/elimination on District subsidy. As noted in the District’s response to Question 19, proposers should provide a clear operational and financial plan demonstrating how the program will transition toward fiscal sustainability. In addition, the District will consider indicators such as increased participation/volume and the proposer’s demonstrated ability to improve control of controllable cost drivers (e.g., labor management, food cost controls, purchasing, waste reduction, and operational efficiencies), which collectively support subsidy reduction and long-term program sustainability.</p>

20	<p>Is catering revenue expected to offset cafeteria operating costs, or evaluated as a separate performance category?</p>	<p>Catering revenue may be used to support overall food service program financial performance and may offset cafeteria operating costs.</p> <p>For proposal and evaluation purposes, proposers should include Oceanside Campus catering revenue and expenses within the Oceanside Campus financial projections, along with the Oceanside café operations (i.e., reflected as a combined roll-up). Proposers should differentiate café versus catering revenue sources within the provided financial projections workbook (e.g., separate line items/rows), but do not need to provide separate standalone budgets for café and catering.</p> <p>The District expects proposers to employ operational and financial efficiencies by leveraging shared kitchen production capacity, staffing resources, and purchasing to support both café and catering services.</p>
21	<p>Does the District have an expected range or budget assumption for enhanced vending equipment investment at San Elijo and CLC?</p>	<p>The District does not have an expected range or budget assumption for enhanced vending equipment investment at San Elijo and CLC at this time.</p> <p>Proposers should recommend an appropriate interim enhanced vending solution that can be accommodated within the existing physical and electrical infrastructure (power only; no water or drain access), consistent with the RFP requirements. Proposers are encouraged to propose scalable and adaptable solutions that meet current needs while positioning for future expansion should facilities be upgraded (e.g., addition of water and drain connections). Proposed equipment and investment levels should be right-sized based on anticipated demand/volume and should reflect the District’s goals of financial stewardship and reducing/eliminating reliance on subsidy while maintaining access to quality food and beverage options for students and employees.</p> <p>Proposers’ Year 1 and Year 2 financial projections should reflect the interim enhanced vending solutions supported by the current infrastructure conditions. Proposers should clearly identify equipment assumptions (type/quantity/placement), ownership model, service/maintenance approach, and any capital and/or ongoing costs reflected in the financial proposal.</p>



22	Are there minimum performance or service-level expectations for enhanced vending (uptime, product mix, refill frequency)?	<p>The District has not established minimum performance or service-level requirements for enhanced vending (e.g., uptime, product mix, refill frequency) at this time. Proposers should include recommended performance and service-level standards based on industry best practices and anticipated campus demand. Proposed service levels should balance student access and service quality with financial stewardship and operational efficiency.</p> <p>Proposers should describe their approach to ensuring consistent product availability and customer experience, including (at minimum): expected equipment uptime targets, product mix strategy (including healthy/fresh options), replenishment/refill frequency, service response times for equipment issues, and procedures for addressing outages or customer complaints. The District is particularly interested in solutions that ensure machines are consistently stocked and that provide a clear, timely, and customer-friendly process for refunds or issue resolution in the event of payment errors or product non-delivery. Proposed service levels may be incorporated into contract performance expectations.</p>
23	Would the college consider doing more than one award? Specifically if a Vendor can offer a better program for the smaller campuses (San Elijo and CLC), and will allow the Oceanside campus to be managed by another FSMC?	See Answer to Question 1
24	What is the current Subsidy for EACH campus? The RFP just "sizable"	See Answer to Question 18
25	How flexible is the District regarding adjustments to operating hours based on participation and enrollment trends?	The District is open to recommendations for revised hours of operation, which should be clearly articulated in the proposer's proposal.
26	Will the District require the selected vendor to interview or consider incumbent staff?	See Answer to Question 9

27	Does the college have a basic needs program, and do they purchase meals for students? If so can you share the spend by campus?	Yes, we do not currently pay for meals but are open to future opportunities.
28	Are there goals or expectations for student employment participation within dining operations?	<p>The District has not established goals, expectations, or minimum requirements for student employment participation within dining operations at this time. However, the District encourages proposers to identify opportunities for student employment where feasible, as this may provide meaningful jobs for the campus community and support operational efficiency.</p> <p>If student staffing is proposed, proposers should describe anticipated student roles and supervision/training approach, and should reflect student staffing assumptions in the Staffing Workbook, including hours and costs within the student staffing section (separate from managerial and hourly/line-level staffing).</p>
29	If a vendor can offer high end self-serve markets that are mostly unstaffed; would the colleges support security efforts to minimize theft (which is very rare anyway)?	Open to suggestions. District has campus police.
30	During the prebid meetings, you had mentioned that there would be renovation funds, at least for San Elijo, can you expand on that?	See Answer to Question 10
31	Are concessions for athletic events, tournaments, or special campus events within the scope of this RFP, and if so, what frequency and scale should be assumed?	No concessions, but catering opportunities for special campus events at Oceanside per Section VIII - Scope of Work and Technical Specifications.
32	Does the CLC campus have any funds available for the implementation of small dining program?	No - The District is only interested in Enhanced Vending for the CLC.
33	Are the employees part of a Union or CBA? If so which one	No

34	If a vender wants to provide multiple options for the college to choose from; do you want us to provide multiple proposals, or describe them both in the proposal?	<p>Proposers may include alternative options; however, proposers should submit one primary (base) proposal that fully addresses the District’s requirements for evaluation purposes. Any additional options should be clearly labeled and described within the proposal as separate alternatives (e.g., “Option 1 – Base Proposal,” “Option 2 – Alternative Approach”).</p> <p>To support clear evaluation and comparison, each option must include sufficient detail to understand operational, staffing, and financial impacts, and any differences from the base proposal should be clearly identified. Where applicable, proposers should submit separate Financial Projections and Staffing Workbooks for each proposed option, clearly labeled to correspond with the applicable option.</p>
35	Does the college currently have student employees (even if not in the dining program)? If so, what are their hourly wages?	See Answer to Question 28
36	Does the college use any sort of One-Card system? Can Student/Staff ID cards be used to unlock doors, or make payments on campus?	Not at this time.

Please acknowledge the receipt of this Addendum in your proposal submission. Failure to do so may result in disqualification.

All other terms and conditions remain the same.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, Director, Purchasing, Contracts & Material Management

Date: February 4, 2026

<b>Campus Location</b>	<b>Address</b>	<b>Location Name</b>	<b>Snack</b>	<b>Cold Beverage</b>	<b>Indoor</b>	<b>Outdoor</b>
Community Learning Center campus	1831 Mission Ave, Oceanside, CA	Bldg 300 Room 335	1	1	Yes	
Community Learning Center campus	1831 Mission Ave, Oceanside, CA	STUDENT LOUNGE RM 158	1	1	Yes	
Oceanside campus	1 Bernard Drive, Oceanside, CA	3400 Bldg Cafeteria	1	1	Yes	
Oceanside campus	1 Bernard Drive, Oceanside, CA	3500/3600 Bldg	1	3		Yes
Oceanside campus	1 Bernard Drive, Oceanside, CA	4800 Bldg	1	3		Yes
San Elijo campus	3333 Machester Drive, Cardiff, CA	Cafe	1	1	Yes	
Technology Career Institute (Carlsbad)	2075 Las Palmas Drive, Carlsbad	Breakroom	1	1	Yes	



This Addendum is hereby made part of the contract documents and modifies the original bid documents posted on January 8, 2026, to the same extent as though it were originally included therein. Therefore, this Addendum precedes the original bid documents and any previous addenda.

The bid documents are modified and/or clarified to answer the following questions as follows:

- Update to Addendum #2 Question 8.
  - Correction to commission received from vending sales due to typographical error. The correct amount is 30%.

8	Revenue history (for vending): -Any available sales or revenue data from the past 12–24 months  -Current commission or revenue-sharing structure (if applicable)	The District receives a 30% commission on vending sales. The commission is listed below:  FY 23-24 = \$35,992.90 FY 24-25 = \$36,631.10 FY 25-26 = \$16,995.07 (7/1-1/31/26)
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All other terms and conditions remain the same.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, Director, Purchasing, Contracts & Material Management

Date: January 13, 2026



This Addendum is hereby made part of the contract documents and modifies the original bid documents posted on January 8, 2026, to the same extent as though it were originally included therein. Therefore, this Addendum precedes the original bid documents and any previous addenda.

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MIRACOSTA COMMUNITY COLLEGE DISTRICT

Mina Hernandez, Director, Purchasing, Contracts & Material Management

Date: January 13, 2026



**PURCHASING &  
MATERIAL MANAGEMENT**

**CAFETERIA FOOD SERVICES AGREEMENT  
RFP #01-26**

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**EXHIBIT B – CONTRACTOR’S PROPOSAL**



MIRACOSTA COLLEGE – PURCHASING & MATERIAL MANAGEMENT

IN RESPONSE TO: REQUEST FOR PROPOSALS FOR CAFETERIA AND  
VENDING FOOD SERVICES RFP #01-26





## 1. Cover Letter/Executive Summary



### A. Bidder Identification

Pacific Dining Food Service Management  
PO Box 6789  
San Mateo, CA 94403  
www.pacific-dining.com  
(408) 406-8487  
[rick@pacific-dining.com](mailto:rick@pacific-dining.com)

### B. Bidder Point of Contact

Richard McMahon – Proposal Point of Contact  
President/CEO  
P.O. Box 6789  
San Mateo, CA 94403  
(408) 406-8487  
[rick@pacific-dining.com](mailto:rick@pacific-dining.com)

### C. Qualifications

Pacific Dining is uniquely qualified to become MiraCosta Community College District's trusted dining partner. For more than **35 years**, we have specialized in operating exceptional dining including enhanced vending and full-service catering programs at California community colleges, successfully serving over **two million guests annually** across **26 college locations** statewide.

We are a **small, local business**, large enough to compete with national providers, yet small enough to provide the attention, flexibility, and responsiveness that our college partners deserve.

### D. Executive Summary

Pacific Dining understands the unique multi-campus needs of MiraCosta CCD and proposes a program that will deliver:

- A vibrant, modern cafeteria dining experience at the **Oceanside Campus**,
- A high-quality catering program supporting District departments, student life, and special events,
- Innovative vending and retail food access at the **San Elijo Campus** and the **Community Learning Center**

Our goal is to provide dining that is convenient, inclusive, culturally diverse, and value-driven — ensuring students remain on campus and feel supported throughout the academic day.

Pacific Dining’s hallmark is our portfolio of **proprietary branded action stations**, which are among the most popular and successful dining concepts across California community college campuses.

At MiraCosta, students and staff will enjoy exciting options such as:

- **Spartan Grill & Breakfast**
- **Whole Farm Deli**
- **Casa Sabor – Authentic Mexican Food**
- **Ciao Napoli Pizza**
- **8 Dragons Asian Bowls**
- **Fresh Sushi & Hot Bowls**
- **Pho Noodle Bar**
- **Fusion – Daily Chef Specials**

This modern station-based model provides choice, strong participation, and an elevated dining experience beyond the traditional cafeteria.

## **PACIFIC DINING IS A PREMIER FOOD SERVICE MANAGEMENT COMPANY**

**Successfully Providing Exceptional Food Services at 26 California Community Colleges!**

**We are a small, local business.**

**Our diversity mirrors the communities we live in and serve.**

Pacific Dining has established itself as a **premier food service management company** by providing the highest quality products and services to a diverse clientele. Providing one-stop food services – Dining, Catering, Meal Cards, Resident Dining, Coffee Kiosks, Housing and Venue Management to over two million guests annually.

Pacific Dining has been in business for 36 years and was founded in 1989 by Richard McMahon. Over the last 20 years the company has transitioned from Business and Industry contracting to focusing on College Dining Services.

Pacific Dining currently **employs 217 team members**.

### **E. Statement on Proposal Valid Period**

Pacific Dining – Food Service Management’s Proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.

### **F. Signature of Authorized Representative**



2. Company Information and Signatory Page



PURCHASING & MATERIAL MANAGEMENT

CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26

COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: Pacific Dining - Food Service Management

Business Address: P.O. Box 6789 San Mateo, CA 94403

Name of Primary Point of Contact (POC) for RFP: Richard McMahon

POC's Direct Telephone Number: (408) 406-8487 Fax: (510) 279-5764

POC's Email: rick@pacific-dining.com Website: www.pacific-dining.com

Type of Company: [X] Corporation [ ] LLC [ ] Proprietorship [ ] Partnership [ ] Joint Venture [ ] If other, please describe:

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): 81-2544554

Number of years in business under company name: 36 Number of years as a provider of this type services: 36

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities. Include information on local offices/regional leadership that would oversee this account (if applicable). Not Applicable

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name: Richard McMahon Title: President/CEO Name: Sonia Mayen Garcia de McMahon Title: Secretary

Has the company changed its name within the past 3 years? [ ] YES [X] NO If YES, provide former name(s):

Have there been any recent (within the last three years) changes in control/ownership of the company? [ ] YES [X] NO If YES, explain:

Have officers or principals of the company ever had their business license suspended or revoked for any reason? [ ] YES [X] NO If YES, explain:



CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26

State your company's gross revenues for each of the last three years:

Current Year: \$16,332,981 Year Ended 12/31/2025

Last Year: \$13,958,310 Year Ended 12/31/2024

Year before last: \$10,397,061 Year Ended 12/31/2023

Has your company ever reorganized under the protection of bankruptcy laws?  YES  NO

If YES, please enter date of reorganization: \_\_\_\_\_

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

None

Certifications:

Small Business Enterprise (SBE) Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Minority-Owned Business Enterprise (MBE) Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Woman-Owned Business Enterprise (WBE) Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Disabled Veteran Business Enterprise (DVBE) Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Other Business Enterprise: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

RESPOND TO THE FOLLOWING QUESTIONS. USE ADDITIONAL SHEETS AS NEEDED.

Bidder shall explain corporate management support (if applicable). Bidder shall include which roles will participate in the management and oversight of the services, and the type and frequency with which the District can expect site visits and/or check-in meetings.

Pacific Dining's Corporate staff will support and monitor operations at MiraCosta College. Our on-site management team and District Manager have decision-making authority allowing us to react quickly to any situation. Our District Manager, Jonathan Rojas, will be devote a minimum of six hours per week and our Director of Southern California Operations, Kevin Aiello, ten hours per week.

Bidder shall describe the systems it has in place to ensure successful management of this account (e.g., menu management, vendor ordering, food production, human resources, financial, accounting, inventory, payroll, etc.).





**CAFETERIA AND VENDING  
FOOD SERVICES, RFP #01-26**

Through our extensive two-decade long experience at neighboring California Community Colleges, Pacific Dining has built the following programs and partnerships to ensure the successful management of our accounts: We have created proprietary inventory sheets, recipe books, sales reports, timesheets, and partnerships with Vizient Purchasing Group, Quickbooks, Cliqbox POS Systems, LC Business Systems, & Paychex Professional HR and Payroll.

Bidder shall describe their company's approach to building a partnership with each unique campus it serves.

Pacific Dining will become an active and engaged member in the MiraCosta campus community. You will find Pacific Dining to be an excellent partner through open, constant communication as well as student-centered service, culinary innovation, operational excellence, and a shared commitment to Miracosta's mission and guiding principles. Pacific Dining finds ways to say yes, and we pride ourselves on building dining programs that campuses are proud to call their own.

Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: Richard McMahon Date: 02/17/2026

Print Name and Title: Richard McMahon

Phone: (408) 406-8487 Email: rick@pacific-dining.com



## B. Current Health Permit

Notify Environmental Management of any change of ownership, type of business activity, business name, or billing address by calling (530) 621-5300. Failure to notify department may result in late penalties, permit denial or revocation, and business closure. PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE. Permits become void on change of ownership. New Owners must apply and pay for a new permit(s) prior to beginning operation.

CREEKSIDE CAFE - Restaurant  
RICHARD McMAHON  
PO BOX 6789  
SAN MATEO CA 94403  
United States

Facility ID: 017737FP13317  
Account ID: 024014  
Issued: 12/22/2025 21:04:44

DETACH FORM HERE AND DISPLAY CONSPICUOUSLY ON THE PREMISES

	<h1>El Dorado County</h1>
	<h2>Environmental Management Department</h2>
	Placerville: 2850 Fairlane Court Building C Placerville, CA 95667 South Lake Tahoe: 924 B Emerald Bay Road, South Lake Tahoe, CA 96150
	Placerville Office: 530-621-5300 South Lake Tahoe Office: 530-573-3450 Email: emd.info@edcgov.us   Website: https://edcgov.us/emd
	<h3>Permit to Operate</h3>
	REGULATED FACILITY: CREEKSIDE CAFE 1 COLLEGE DR SOUTH LAKE TAHOE CA 96150 <u>OWNER OF RECORD</u> RICHARD McMAHON Restaurant Permit
017737FP13317	
Restaurant	
	Valid From 09/01/2025 to 08/31/2026
Director: Jeffrey Warren, REHS	
Signature: 	Date: 12/22/2025
Permits to operate and annual fee payments are NOT TRANSFERABLE. Those permits referenced above are valid ONLY for the current owner. Permits become VOID on change of ownership. New owners must apply and pay for new permit(s) PRIOR to beginning operation or penalties will be assessed.	
<b>THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES</b>	

**C. Current Catering Permit**

**City of Huntington Beach  
Business License**

**Business Name / Service Address**

PACIFIC DINING - GOLDEN WEST COLLEGE  
15744 GOLDENWEST ST  
HUNTINGTON BEACH CA

POST IN PUBLIC VIEW

**License Number:**  
A323637

**Owner / Corporation**

REDWOOD CULINARY SERVICES INC



**Effective Date**  
2/1/2026

**Expiration Date**  
1/31/2027

**License Type**

RETAIL

**Amount Paid**  
\$146.36

THIS LICENSE IS ONLY FOR THE BUSINESS AND TYPE SHOWN. IT IS FOR THE PERSON TO WHOM ISSUED AND IS NON-TRANSFERABLE. RENEWAL IS DUE ON OR BEFORE THE EXPIRATION DATE.



#### 4. Concept of Services/Program Description



##### A. Operation of the Proposed Services

Pacific Dining proposes a comprehensive, student-focused food service program designed specifically for MiraCosta Community College District's multi-campus environment. Our focus will be on offering an assortment of ethnic and regional cuisine, featuring diverse menu selections that will appeal to the students, faculty, staff, and visitors by offering an upscale menu alongside the traditional fare associated with college food service – truly, something for everyone!

Pacific Dining is **uniquely positioned** to perform this task because of our extensive experience in College Dining. We will continually and constantly strive to provide quality food services to MiraCosta Community College District with which the students, faculty, and staff will be proud to be associated.

#### Oceanside Campus

Pacific Dining proposes the following Hours of Operation at the Oceanside Campus:

**Monday – Thursday: 7:30 AM – 4:00 PM\***

**Friday: 7:30 AM – 2:00 PM**

\* Pacific Dining will have staff available for any off-hours catering services. If sales permit, Pacific Dining is open to considering expanding hours.

**Proprietary Concepts** – Nine Distinct Branded Action Stations:

***Spartan Grill***

***Casa Sabor\*\****

***Ciao Napoli – Pizza Slices***

***8 Dragons\*\****

***Fresh Sushi & Hot Bowls***

***Pho Noodle Bar\*\****

***Whole Farm Deli***

***Breakfast at The Grill***

***Fusion – Chef Specials\*\****

***\*\* Rotating Weekly Specials***

Each proprietary station will feature an on-trend special. **Meal Deals** are available on a daily basis!

In Addition...

Provisions – **Online Ordering**

Fountain Beverage Station & Drip Coffee

Grab n' Go – Made in House – Sandwiches, Salads, Retail Snacks and Beverages

Pacific Dining reviews our Proprietary Station menus annually, rolling out new menu items and on trend additions each Fall. The station names and menu items will be “branded” to the College by making use of the College colors and mascot.

The below are the stations we propose for the Oceanside Campus:

**SPARTAN GRILL:**

A California grill concept that encompasses the soul of **California Cuisine**. Featuring classic burgers and fries alongside upscale **gourmet** burgers, chicken, and **vegetarian** choices. We feature Beyond Burgers as a **vegan** substitution for all burgers and chicken sandwiches.

## THE GRILL

### Burgers

- Western Burger** 937 cal 10.40  
Bacon, Cheddar, onion rings, & BBQ
- Boom Boom** 1036 cal 9.49  
Pepper Jack, bacon, & chipotle aioli
- Bacon Cheeseburger** 746 cal 9.10  
Bacon & American, mayo, mustard, lettuce, & tomato
- The Malibu** 696 cal 9.10  
Grilled mushrooms & Swiss
- The Cheddar Melt** 766 cal 9.10  
Cheddar & a beef patty, grilled on Texas toast
- City Classic** 580 cal 7.35  
Mayo, mustard, lettuce, & tomato
- Meal Deal** 920-1047 cal 10.60  
City Classic, French fries, & a small fountain drink

- Sub Beyond Burger **VC** +1.65
- Sub **CF** Bun +1.10
- Extra Burger Patty +2.00

### Grilled Chicken Sandwiches

- Ciabatta Chicken Caprese** 967 cal 10.40  
Pesto, balsamic glaze, fresh mozz, & tomato on Ciabatta
- Bacon Ranch** 901 cal 10.60  
Bacon, Provolone, ranch, lettuce, & tomato on a roll
- Perfectly Natural** 464 cal 8.40  
Mayo, mustard, lettuce, & tomato on a roll
- Spicy Chipotle** 899 cal 9.40  
Pepper Jack, chipotle aioli, lettuce, & tomato on a roll

### Cubby's Favorites

- Crispy Tender Combo** 1281 cal 8.50  
Three chicken tenders with fries & signature sauce
- Chicken & Waffles** 790 cal 8.40  
A crispy Belgian waffle with two chicken tenders & breakfast syrup
- The Great Grilled Cheese** **V** 498 cal 5.35  
On your choice of wheat, white, or sourdough
- Zesty Chicken Filet** 545 cal 9.60  
Crispy herbed chicken filet with pickle chips, & signature sauce, on a bun
- Chicken Tender Sandwich** 840 cal 7.90  
Chicken tenders, lettuce, tomato, & signature sauce, on a roll

### EXTRAS

Bacon (2)	2.15	Cheese	1.10ea
Avocado	1.90	American, Swiss, Cheddar, Pepper Jack, Provolone, Fresh Mozz	
Jalapeños	0.80	Signature Sauce	0.80ea
Onion	1.10	Chipotle, BBQ, Pesto, Ranch, Honey Mustard, Balsamic Glaze	
Bell Peppers	1.10		
Mushrooms	1.55		

### SIDES

- French Fries** 345 cal 2.90
- Garlic Fries** 350 cal 3.99
- Sweet Potato Fries** 401 cal 3.79
- Onion Rings** 360 cal 4.29

**GLUTEN FREE CF**    **VEGETARIAN V**    **VEGAN**

**8 DRAGONS:**

A stir-fry Asian inspired menu featuring **authentic** recipes.

## 8 DRAGONS

**GLUTEN FREE**    **CF**  
**VEGETARIAN**    **V**  
**VEGAN**            **VC**

### Triple Combo Plate

10.25

**Build Your Combo**

Choose 1 Base

Choose 2 Entrées

### Dragon Duo Bowl

7.29

**Build Your Bowl**

Choose 1 Base

Choose 1 Entrée

### A La Carte

- Chow Mein **V** 510 cal    **3.25**
- White Rice **VC CF** 375 cal    **3.25**
- Egg Fried Rice **V** 525 cal    **3.25**

### BASE

- White Rice **VC** 375 cal
- Egg Fried Rice **V** 525 cal
- Chow Mein **V** 510 cal

### ENTRÉES

- Orange Chicken 495 cal
- Teriyaki Chicken 435 cal
- Broccoli Beef 150 cal
- Garlic Eggplant Tofu **VC** 345 cal

**WHOLE FARM DELI** –

Artisan breads toasted or panini style. Using the finest meats, **natural** cheeses, **fresh** produce and bakery fresh breads, this concept is a winner! Pacific Dining offers a wide range of value-priced Classic Deli sandwiches, to our upscale selection of Gourmet Signature sandwiches and Paninis.

## WHOLE FARM DELI

### Signature Deli

**AvoTurkey** 442 cal 10.70  
Turkey, avocado, Provolone, & sprouts

**Campus Club** 658 cal 11.90  
A triple-decker with turkey, ham, bacon, lettuce, tomato, American & Swiss

**Chipotle Turkey** 626 cal 8.95  
Turkey, Pepper Jack, & chipotle aioli

**BLT** 460 cal 7.95  
Four pieces of bacon with lettuce, tomato, & mayo

**Very Veggie VC** 301 cal 8.10  
Avocado, mushrooms, sprouts, & red onions

**Classic Deli** 460-552 cal 8.10  
Your choice of turkey or ham on wheat, white, sourdough, or French roll with lettuce & tomato

**GLUTEN FREE** **CF** **CF Bun +1.10**  
**VEGETARIAN** **V** **Sub Flour or Spinach Tortilla**  
**VEGAN** **VC**

### Gourmet Panini

**Ciabatta Pesto Caprese V** 773 cal 9.20  
Fresh mozz, tomato, pesto, & balsamic glaze on Ciabatta

**The Cuban** 472 cal 10.25  
Smoked ham, bacon, Swiss, dill chips, & mustard

**Turkey Shock** 656 cal 9.20  
Turkey, Pepper Jack, jalapeños, & chipotle aioli

### Deli Meal Deal

10.60  
749-951 cal  
Classic Deli with Lay's chips & a small fountain drink



EXTRAS	Bacon (2)	2.15ea	Avocado	1.90ea
	Signature Sauce	0.80ea	Bell Peppers	1.10ea
	Jalapeños	0.80ea	Mushrooms	1.55ea
	Onion	1.10ea	Cheese	1.10ea
	Turkey	3.50ea	American, Swiss, Provolone,	
	Ham	3.50ea	Cheddar, Pepper Jack, Fresh Mozz	

**CASA SABOR** -

A la Carte or **value** priced meals including **scratch-prepared** carne asada, grilled chicken, and veggie tacos and burritos. Freshly made chips & salsa, along with flour, corn, and spinach tortillas.

## CASA SABOR

### Burritos

Served with tortilla chips  
Flour or spinach tortillas, or make it a bowl!

**Super Burrito** 1140 cal 9.49  
Grilled chicken or carne asada with Spanish rice, refried beans, lettuce, cheese, salsa, & sour cream

**Veggie Burrito V** 801 cal 9.49  
Avocado, Spanish rice, refried beans, lettuce, cheese, salsa, & sour cream

**Bean & Cheese Burrito V** 526 cal 7.10  
Refried beans & cheese on your choice of tortilla

### Street Tacos

Served with a side of salsa



**Tres Tacos** 813-867 cal 7.90  
Three flour or corn tacos with chicken or carne asada, onions & cilantro

**Veggie Tacos V** 758-788 cal 7.55  
Three flour or **CF** corn tacos with black or refried beans, onions, & cilantro

### Quesadillas

Served with a side of salsa & sour cream

**Chipotle Chicken** 1339 cal 8.95  
Grilled chicken, cheese, & chipotle

**Cheese V** 810 cal 7.55  
Melted cheese on a flour tortilla

EXTRAS	Tortilla Chips <b>VC</b>	1.75	Avocado	1.90	Jalapeños	0.80
	Salsa	1.10	Sour Cream	1.10	Bell Peppers	1.10
			Refried Beans <b>VC</b>	2.65	Onions	1.10
			Spanish Rice <b>VC</b>	2.65	Chicken/Asada	3.95

**GLUTEN FREE** **CF** **VEGETARIAN** **V** **VEGAN** **VC**



## FRESH SUSHI & HOT BOWLS –

Our sushi station featuring fresh, **hand-crafted** Rolls, Salads, Poke, Dumplings, as well as a variety of Hot Rice & Protein Bowls. Wildly popular!



## BREAKFAST AT THE GRILL –

Traditional grill breakfast fare including omelettes, breakfast sandwiches, and burritos with **vegetarian** options.

# BREAKFAST

**Breakfast Burrito** 861-928 cal 8.90  
Bacon or sausage, eggs, potatoes, bell peppers, red onions, & cheese

**Shasta Bagel Melt** 659 cal 8.49  
Ham, avocado, Pepper Jack, & a fried egg on a bagel

**Chicken & Waffles** 790 cal 8.40  
A crispy Belgian waffle with two chicken tenders & breakfast syrup

**French Toast** **V** 575 cal 6.40  
Two slices Texas toast, battered & griddled with a side of syrup

**Cubby Muffin** 567-635 cal 5.50  
Bacon, sausage, ham, or turkey, with egg & cheese on an English muffin

**Sunnyside Avo Toast** **V** 542 cal 9.70  
Two slices of your choice of toast with avocado & sunny side-up eggs

**Star Starter** 503-565 cal 9.49  
Two eggs, two bacon or sausage, & toast or a hash brown

**Short Stack** **V** 560 cal 7.15  
Two hot & fluffy buttermilk pancakes with a side of syrup

### Omelettes

**Bacon Booster** 649 cal 8.10  
Bacon, avocado, Provolone, sour cream, & salsa

**Veggie** **V** 447 cal 7.35  
Mushrooms, tomatoes, onions, peppers, & Provolone, topped with avocado

**Denver** 498 cal 7.35  
Ham, American cheese, bell peppers, & onions

Want your omelette scrambled? Just ask.

VEGETARIAN **V**

### Extras

Toast (2) 2.10  
English Muffin 2.10  
Toasted Bagel 2.50  
Cream Cheese 1.05  
Belgian Waffle (1) 5.15

Two Eggs 3.90  
Bacon (2) 2.15  
Sausage (2) 2.15  
Hash Brown 2.10

Jalapeños 0.80  
Onion 1.10  
Extra Cheese 1.10  
Salsa 1.10

Avocado 1.90  
Grilled Mushrooms 1.55  
Bell Peppers 1.10  
Signature Sauce 0.80



**CIAO NAPOLI – PIZZA SLICES –**

Pizza made fresh by the slice.

Cheese, Pepperoni, and a rotating daily Chef’s Special pizza...

...as well as a value-oriented Pizza Meal Deal – a slice of pizza of your choice, a small Chef’s Salad (made in house), and a regular fountain soda

**PHO NOODLE BAR –**

Our authentic, delicious, and customizable Pho Noodle Bar will feature house-made broth, sliced chicken, bean sprouts, sliced onions, basil, jalapeños, and lemon wedges along with Sriracha and Hoisin Sauce.



**FUSION – DAILY CHEF SPECIALS**

Meals that are authentic and satisfying. This is commonly referred to as the ‘Chef Special’. We feature Ethnic and Regional specials at this station. Jerk Chicken, Exhibition Stir-Fry, and Rice Bowls are value priced as meals or sold individually for a meal on the go. Vegan and Vegetarian options

**CIAO NAPOLI**  
**PIZZA BY THE SLICE**

CHEESE - \$3.95  
PEPPERONI - \$4.25  
CHEF’S SPECIAL - \$4.25

**PIZZA MEAL DEAL - \$9.50**  
SLICE OF PIZZA, SMALL CHEF’S SALAD & REGULAR FOUNTAIN SODA

A simple cartoon-style illustration of a single slice of pepperoni pizza. The slice is triangular with a golden-brown crust, melted yellow cheese, and several red pepperoni toppings.

available as well. Indian inspired entrees, Mediterranean, and Continental entrees are rotated at the FUSION STATION.

## **PROVISIONS** –

We will set up a unique landing page where you can find information about our food services as well as a link to Provisions – our proprietary **online ordering** platform.

### ***No more waiting in line...***

Pacific Dining will invest in **developing and promoting** our online ordering platform, **Provisions**, at the Oceanside Campus. Provisions will allow students and faculty to "skip the line", order ahead and pay. Orders can be placed – and paid for – on a desktop computer, laptop, or via mobile device.



## **Use of National & Regional Brands**

Pacific Dining tracks the sales of individual menu items through our daily Management Reports generated by our Point of Sales systems to accurately determine the popularity of items. We delete and add menu items based on this information.

Because of Pacific Dining's **extensive community college experience**, we are in tune with the wants and desires of our college communities. However, we take into account that each campus is unique, and actively seek feedback from the campus community to **customize our offerings** to ensure our menus match the diversity of the campus.

Pacific Dining is a member of the National Restaurant Association which **monitors menu and dining trends** throughout Campus Food Programs across the country. This resource allows us to keep an ear to the ground with new menu concepts.

Pacific Dining management attends quarterly seminars, provided by US Foods, focusing on trends within the food service industry that inform specials, café menu items, and catering options.

## **Community Center Campus & San Elijo Campus Vending Options**

Pacific Dining proposes multiple high-quality vending options, including snacks, beverages, and full meals to support the needs of students and staff at the San Elijo and Community Center Campuses.



Pacific Dining is able to provide any (or all) of the options below at either the Community Center or San Elijo Campuses, and leaves the choice entirely up to MiraCosta Community College District. The options include...

### First Class Vending

Providing snacks, beverages, and meals. We have partnered with First Class Vending for over 10 years, and find them to be a responsive partner. First Class' technology allows them to track inventory remotely, allowing them to accurately refill their machines.



### EveryTable

EveryTable's smart fridges provide a wide-range of fresh, scratch-cooked meals, including ready-to-serve entrees, and beverages.





## Farmer's Fridge

In addition, Pacific Dining has had great success with Farmer's Fridge - gourmet salads, ancient grains bowls, and beverages – and feel it would be a great option for the Campuses.



## ONDO Marketplace

Pacific Dining will offer a revolutionary quick service food solution for the District: ONDO Marketplace hot and cold food lockers.

ONDO Marketplace food lockers provide a cashier-less, grab & go experience with integrated payment terminals, optimizing freshness with temperature control – hot and cold.

Pacific Dining will deliver meals made in-house at the Oceanside Campus' kitchen, daily to the ONDO Marketplace. Providing fresh and delicious hot and cold meals, made fresh daily.



If the District has a preference, Pacific Dining is open to utilizing any other alternative vending companies.



## B. Philosophical Approach

Students visiting the Pacific Dining Oceanside Campus café will have multiple nutritionally balanced options at each of our concept stations, as well as healthy “grab & go” selections. We continually adapt our menus to remain on the forefront of healthy dining at all of our locations. We use fresh, organic when available, and locally sourced ingredients in all of our dishes.

Guests will find a vast array of vegan and vegetarian options at each of our concept stations. **Visual aids** on our menus assist in directing our guests to vegetarian, vegan, and gluten free dishes – as well as **posted calorie counts**.



Pacific Dining understands the vast **diversity** present at college campuses, and is uniquely qualified to address this.

We strive to remain on the forefront of **Healthy Dining** services. We are committed to providing healthy, filling, and allergen conscious meals to every student on our 26 community college campuses. The dietary needs of our guests at the dining spaces are met in three ways:

- **Choice** – a wide array of choices to meet dietary needs and preferences
- **Labeling** – our retail and Grab n’ Go products are properly labeled to give guests ingredient information
- **Nutritional Analysis** – guests can access the nutritional information for any item on our menu

We are able to achieve this by:

- Vegetarian and turkey patties are available as a substitute for no additional charge
- We have partnered with Beyond Burger to offer a vegan burger substitute for any item at our grill
- All our standard menu options are prepared in-house, giving us full control over what goes into each meal – sourcing only the highest quality and healthy options
- Calorie counts are posted on each menu, and nutritional information is available to all our customers



Our menus feature **Vegan** and **Vegetarian** substitutions at **all** our proprietary stations.

At our Casa Sabor station, we use exclusively **Halal** Chicken, to serve those who observe halal dining beliefs.

We pride ourselves on serving a rich multicultural menu. Our South of the Border inspired Casa Sabor Station features a variety of Latin American dishes as well as a rotation of **Spanish** inspired Specials. Our Fusion Station often consists of **Asian, Indian, and Mediterranean** dishes. Our 8 Dragons station consists of **Chinese** dishes. Our Pho station serves authentic **Vietnamese** Pho noodles and broth.

These options provide our students with the opportunity to have a healthy meal that meets their dining expectations.



## C. Creative Ideas Related to Food Donations & Food Insecurities

### Food Donations

Pacific Dining will work directly with the Oceanside Campus' **Food Pantry** in Building 14 to **donate** leftover food from caterings and cafes.

In order to be an efficient, successful business entity and a responsible member of the community it is critical that we reduce Food Waste. At Pacific Dining this starts with a finely tuned purchasing system that stresses minimal inventory levels and increased delivery frequency. Next, we have equally sophisticated methods of determining quantities of ingredients necessary to prepare foods for any level of volume.

In the spirit of sustainability and support of **SB 1383**, Pacific Dining has entered into **Food Recovery Agreements** with local food banks, where we donate produce, foods, and retail items that are past their "best by" dates. This partnership empowers these food collection agencies to help address food insecurities in the local communities to which Pacific Dining serves. We are committed to implementing a Food Donation Program at the Oceanside Campus.

Our team will maintain the required records for SB 1383 of donations through **CAREIT**, a phone-based application that simplifies compliance with record keeping of donations. It is a powerful tool that not only records donations but also auto-generates the required agreement between donor and nonprofit food recovery organization.

### Food Insecurities

Another big topic in which Pacific Dining has been a leader in our industry. Pacific Dining believes it is our responsibly to partner with our client colleges to actively support students by implementing innovative programs that effectively reduce the number of students experiencing food insecurities. We are committed to providing solutions to address food insecurities in a **discreet** way across the District:

- Attend and participate at campus meetings that address Food Insecurities,
- We will collaborate with the campus Food Pantry, sharing vendor relationships and purchasing leverage,
- We will collaborate with EOPS, CARE, Basic Needs, and CalWORKS and other campus groups to Administer programs using our Pacific Dining Meal Cards (seen below). The Pacific Dining Meal Card program is designed to address **food insecurities** in a **discreet** way across the District by providing reloadable Meal Cards to approved students. Our Meal Cards are branded only with the Pacific Dining logo, and do not reference any specific food insecurity program. We oversee the full back-office responsibility (loading, delivery, closing, reporting, and replacing) of Campus Meal Cards – **at no cost to the College**.

- We will accept EBT Cash Benefits and are actively in the application process for the Restaurant Meal Program (RMP).
- We will engage the District and each Campus to share the many unique programs Pacific Dining has been involved with at our other 26 community college partners.

In addition, Pacific Dining will offer several options to combat Food Insecurity, including: “Meal Deals”, Grab n’ Go Bundling, and **Value Priced** Daily Specials. Pacific Dining has proven our pricing is extremely competitive, and our menus are more varied than the competition, providing greater **true value** that will benefit both campus communities.



#### **D. Food, Beverage, & Supplies Procurement**

Our primary food distributor is US Foods located in San Diego. There are many benefits to this partnership, including their focus on **local** and **sustainable** sourcing. US Foods commits to only sourcing 400 miles from where they ship – their ordering portal allows Pacific Dining to view and choose from a wide variety of locally sourced, sustainable, and organic products. We have partnered with US Foods for six years.

Pacific Dining has partnered with Vizient Purchasing Group - giving us exclusive pricing on many products through US Foods. We will offer this unique pricing arrangement to the Food Pantry on campus.

We have purchasing contracts with Richwood Meats, located in Merced as well as Foster Farms, located in Modesto, CA.

Vesta Produce, a leading wholesale restaurant produce provider, supplies us with locally sourced fresh produce.

We only purchase food products from health department approved and inspected vendors. All of our meat products are **USDA inspected and graded Choice or higher**. We spec and purchase **Grade A produce exclusively**.



## E. Sustainability Initiatives & Goals

This is an important topic and one which Pacific Dining's record and practices speaks for itself. Our first action on Campus will be to remove all plastic utensils in the Dining facilities, and to replace them with exclusively compostable forks, knives, and spoons. Plates and cups will be compostable.

We will promote the "Skip the Straw" initiative, and only provide straws upon request.

**We will sell only canned and glass-bottled beverages at the Cafeteria.**

Pacific Dining will minimize use of plastic on the campus.

We will cooperate and collaborate with the Campus sustainability team, and will work with the waste management companies servicing the colleges to continue our robust recycling and composting program.

We will **embrace any and all MiraCosta Community College District sustainability initiatives.**

We are proud of our company-wide **commitment** to **sustainable** business practices at all levels, **leading our industry with several pilot programs and "firsts"**:

- Pacific Dining was the first commercial composter in San Bruno; in conjunction with Waste Management Company, we ran a six-month composting **pilot** that was adopted by the City of San Bruno for use at all commercial businesses.
- In 2022, Pacific Dining was awarded a \$50,000 **grant** by [STOPWASTE.ORG](https://www.stopwaste.org) to implement a program to eliminate single-use containers on campus – another California Community College first!
- At all our campuses, we use **compostable plates, containers, cups and utensils.**
- **Pacific Dining has an agreement with its broadline supplier to source and purchase local products.**
- **Certified organic** proteins and produce are purchased whenever possible.
- We are committed to the exclusive use of Green Certified cleaning supplies.

Pacific Dining will keep **blue recycling bins** in all café spaces, and is committed to recycling all paper boxes, cardboard, glass, aluminum, metal, and plastic bottles/containers. We will utilize transparent trash liners, and **green compostable** trash liners, allowing Pacific Dining management to view and enforce that discarded items are being sorted correctly.

## F. The Pacific Dining Catering Services Solution

**Pacific Dining finds ways to say "Yes!"**

We believe we will **grow the catering business** at MiraCosta Community College District by consistently **outperforming expectations** in **food quality, timeliness, value, flexibility, variety, and communication.**





## Pacific Dining will offer our full catering menu to all three campuses!

Pacific Dining prefers a personal touch with all catering correspondence, and we accept catering orders via email, phone call, in-person at the café, or through our landing pages. We pride ourselves in responding to all client-requested catering orders within 24 hours. A catering estimate is prepared by Jon McMahon and sent for approval to the client. It is Jon's responsibility to prepare menus and custom quotes, reviewing each order with the General Manager and staff. An invoice is prepared and sent to the client at the conclusion of the event. Our catering menu pricing is the price our clients are charged – **no additional fees** of any kind are applied.

We offer **Free Delivery** & set-up of buffet and catering supplies including linen, chafing dishes, serving wares, **compostable** plates, napkins, cutlery, etc. **Pacific Dining finds ways to say "Yes!"**.

Please see highlighted pages from the Pacific Dining Catering Menu that will be available at MiraCosta Community College District below. To see the full catering menu, please go to:

<https://arc.losrios.edu/arc/main/doc/ARC05-Campus-Life/ARC-Where-to-Eat/ARC-Pacific-Dining-Catering-Menu.pdf>



## CATERING MENU

Payment: Checks & all major credit cards accepted.  
Credit card payments will incur 3% processing fee.

Catering orders placed fewer than 48 hours in advance may be subject to a \$75.00+ surcharge

**Cancellation Fee Policy**  
4 Business Days Prior 25% of Order Total  
3 Business Days Prior 50% of Order Total  
2 Business Days Prior 75% of Order Total  
1 Business Day Prior 100% of Order Total

Cancellation of Linen Rental Orders subject to party rental company cancellation policy.

All orders include appropriate serving utensils & disposable wares  
Certain items subject to availability depending on location

Customer is responsible for ordering & placement of food service tables through campus facilities

Weekend & "off-day" catering services subject to a \$120.00+ surcharge  
"Off-days" include, but are not limited to: holidays & dates when Pacific Dining on-site food service locations are closed for regular business operations

Special arrangements for corporate charges welcome  
Orders placed outside of organization require credit card payment prior to event via credit card authorization form

**SOCIAL ORDER PLACEMENT & QUESTIONS**  
jon@pacific-dining.com  
1.833.PAC.DINE (1.833.722.3463) (Ext. 2)

Invoices will be sent via email approximately 1 - 2 business days following the event

Payment in full due no later than 15 days after receipt of invoice

Late payments subject to additional fees

Our kitchens are not allergen-free or gluten-free facilities. We take measures to safely handle food & minimize risk, but cannot guarantee the absence of cross contamination. Pacific Dining does not assume liability for adverse reactions to food consumed.

# BREAKFAST

All breakfast buffets include coffee service station, assorted bottled juices, & water

**Continental Buffet v** 10.65pp  
Croissants, Danishes, muffins, scones, & fruit salad with coffee service (incl. regular, decaf hot water for tea, cream, sugar, etc.), & assorted bottled juices & water

**Great Start Buffet v** 12.69pp  
Croissants, Danishes, muffins, scones, bagels with cream cheese, & fruit display with coffee service (incl. regular, decaf hot water for tea, cream, sugar, etc.), & assorted bottled juices & water

**Sustainable Start vg** 15 person min 20.50pp  
Spinach & tomato tofu scramble, breakfast potatoes, avocado toast on an English muffin with sprouts & sliced tomatoes, fruit salad, with coffee service (incl. regular, decaf hot water for tea, cream, sugar, etc.), & assorted bottled juices & water

**Hot Start, 15 person min.** 19.10pp  
Scrambled eggs, bacon, sausage, country potatoes, croissants, Danishes, muffins, scones, & fruit salad with coffee service (incl. regular, decaf hot water for tea, cream, sugar, etc.), & assorted bottled juices & water

**Breakfast Burrito Buffet, 15 person min.** 20.25pp  
Bacon, Sausage, Ham, Turkey, & Cheese (**VEGETARIAN**) breakfast burritos, country potatoes, pastries, & fruit display with coffee service (incl. regular, decaf hot water for tea, cream, sugar, etc.), & assorted bottled juices & water

## À La Carte

Fruit Salad <b>vg</b>	3.50pp
Fruit Display Platter <b>vg</b>	3.95pp
Danishes, croissants, muffins, scones, &/or bagels <b>v</b>	3.25pp
Breakfast Burritos ( <b>v</b> & <b>vg</b> available)	8.65ea
Egg Muffin Sandwich ( <b>v</b> available)	5.75ea
English Muffin Avo Tomato Toast (2 slices) <b>vg</b>	5.85ea
Yogurt Parfait Cup (strawberries, granola, honey) <b>v</b>	5.35ea
Bacon or Sausage (2 pieces)	2.45pp
Scrambled Eggs <b>v</b>	3.29pp
Country Potatoes <b>v</b> ( <b>vg</b> by request)	3.29pp
Buttermilk Pancakes (2pp) <b>v</b>	6.95pp
French Toast (2pp) <b>v</b>	6.95pp

# BEVERAGES

Coffee Service Station	2.50 per cup
Self serve station with regular, decaf, hot water, tea bags, cream, sugar, disposable cups, etc.	
Hot Chocolate	2.50 per cup
Canned Soda & Bottled Water Assortment	1.65ea
Canned Sparkling Water Assortment	1.65ea
Bottled Juice Assortment	2.60ea
Beverage Dispensers	
Infused Water	0.70 per cup
Fruit Punch, Lemonade, or Unsweetened Iced Tea	1.10 per cup
Orange or Apple Juice	2.00 per cup
Agua Frescas (Horchata, Jamaica, Watermelon)	2.50 per cup

v vegetarian vg vegan 2

# BOXED LUNCH

**Premium Sandwich Boxed Lunch** 16.50ea  
Premium Sandwich boxes include:  
Pasta, Fruit, or Potato Salad  
Dessert Cookie or Brownie  
Sandwiches served on ciabatta, Dutch Crunch, croissants, and artisan rolls. **GF** bun +1  
\*\*Minimum order per sandwich type required  
Requires min. 3 business days notice

**Avoturkey**  
Turkey, avocado, Provolone, sprouts, green leaf lettuce, tomato, mayo, & mustard

**Basil Pesto Turkey**  
Turkey, Provolone, roasted red peppers, spring mix, & pesto aioli

**Caprese v**  
Fresh Mozzarella & basil, sliced tomato, spring mix, & balsamic reduction drizzle

**Chipotle Turkey**  
Turkey, bacon, jalapeños, chipotle aioli, & Pepper Jack

**Original Italian**  
Salami, pepperoni, ham, pepperoncini, & Provolone with Italian dressing

**Texas Beef**  
Roast beef, caramelized onions, Cheddar, pickle chips, & BBQ sauce

**Herb Chicken Salad**  
Chicken, yogurt, & tarragon with green leaf lettuce & tomato

**Grilled Vegetable v**  
Grilled eggplant, zucchini, squash, tomatoes, caramelized onions, & Pepper Jack with balsamic reduction

**The Cuban**  
Smoked ham, bacon, Swiss, dill spears, & mustard

**Chickpea Salad Sandwich v**  
Smashed chickpeas with diced onion & tomatoes, topped with lettuce

v vegetarian vg vegan GF gluten free

**Classic Sandwich Boxed Lunch** 14.75ea

Assortment of turkey, ham, roast beef & veggie on artisan rolls or flavored wraps with tomato, lettuce & cheese. Mayonnaise, mustard, salt, pepper, utensils, & napkins included. Sides include variety of pasta, fruit, or potato salad, & dessert cookie or brownie

**VEGETARIAN VEGAN & GLUTEN FREE** options available by request Sliced white, wheat, sourdough, or **GF** bun +1

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# BOXED LUNCH

## Premium Boxed Salads 16.50ea

Boxed salad includes cookie or brownie dessert  
5 Business days notice required for all Premium Boxed Salads

**Balsamic Bleu Steak** (Min. of 10 per order) **gf**  
Mixed Greens, grilled balsamic marinated steak, hard-boiled egg, avocado, grape tomatoes, & bleu cheese dressing

**Butternut Baby Kale Salad** (Min. of 10 per order) **gf**  
Grilled chicken with butternut squash, red grapes, garbanzo beans, sunflower seeds, feta, and garlic lemon vinaigrette

**California Chicken Salad** (Min. of 10 per order)  
Crisp iceberg lettuce & red cabbage with grilled chicken, avocado, tomato, shredded carrots, croutons, & sprouts with Ranch dressing

**Roasted Veggie on Butter Lettuce** **v** (Min. of 10 per order) **gf**  
Roasted potatoes, asparagus, beets, & squash over butter lettuce with Greek feta vinaigrette (substitute dressing by request **vg**)

**v** vegetarian **vg** vegan **gf** gluten free

## Classic Boxed Salads 14.75ea

Boxed salad includes dessert cookie or brownie  
3 Business days notice required for all Classic Boxed Salads

**Crispy Southwestern Salad** (Min. of 5 per order)  
Romaine lettuce with crispy buffalo chicken, corn, tomato wedges, black beans, tortilla strips, shredded cheddar, & Ranch dressing

**Traditional Chef Salad** (Min. of 5 per order) **gf**  
Juliened ham & turkey, American & Swiss, tomato, hard-boiled egg, bacon, & carrots over crisp greens with ranch dressing

**Tuna Salad** (sub Turkey by request) (Min. of 5 per order) **gf**  
Mixed greens with tuna salad, pepperoncini, tomato, & sprouts with a pickle spear, carrot sticks, & Italian dressing

**Chicken Caesar Salad** (Min. of 5 per order)  
A bed of romaine lettuce topped with grilled chicken, croutons, shredded Parmesan, & creamy Caesar dressing

**Teriyaki Chicken Salad** (Min. of 5 per order)  
Mixed greens topped with grilled teriyaki chicken, sesame seeds, & wonton strips with sesame dressing

**Very Veggie Salad** **vg** (Min. of 5 per order) **gf**  
Mixed greens with grape tomatoes, mushrooms, carrots, artichoke hearts, kidney beans, avocado, & Italian dressing



Butternut Baby Kale Salad

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# HOT LUNCH & DINNER

## Traditional Buffet

10 person min. One Traditional Buffet choice per group/order.  
Additional entrees subject to additional cost.  
Gluten free & vegetarian options available by request  
All orders include appropriate serving utensils & disposable wares

**Chicken Parmigiana** Sub Eggplant, no fee **v** 19.35pp  
Breaded chicken or eggplant topped with marinara & cheese, with fettuccine, grilled squash medley, Tuscan salad, & garlic bread

**Southern Picnic** (72 hr min. advance notice) 25.70pp  
Chicken quarters, pulled pork, Kielbasa sausage with potato salad, corn on the cob, baked beans, & cornbread (vegan sausage available by request for additional fee)

**Chicken Tikka Masala** Sub Chickpeas, no fee **v** 22.95pp  
Tender chunks of chicken in Masala sauce served with basmati rice, roasted cauliflower, naan bread, & cucumber salad

**Meatloaf Dinner** 20.65pp  
House-made meatloaf, mushroom gravy, mashed potatoes, roasted Brussels sprouts, Caesar salad, & dinner rolls

**Chicken Adobo** (48 hr min. advance notice) 23.15pp  
Juicy chicken, veggie pancit, white rice, garlic bok choy, & fruit salad

**Grilled Salmon** (7 day min. advance notice) 26.60pp  
Grilled salmon with creamy lemon dill sauce, teriyaki, or Cajun seasoning with chipotle remoulade, haricots verts, rice pilaf, mixed greens salad, & sliced baguette

**v** vegetarian **vg** vegan

**Honey Garlic Sriracha Chicken** Sub Salmon + 3.60pp 22.40pp  
Sweet & spicy grilled chicken breast, steamed white rice, green beans, & sweet miso broccoli salad

**Orange Chicken** Sub Tofu, no fee **v** 19.35pp  
Orange chicken, white rice, steamed broccoli, Mandarin orange cabbage salad, veggie egg rolls, & fortune cookies

**Jerk Chicken** (48 hr min. advance notice) 23.15pp  
Sub Salmon + 3.60pp. Sub Eggplant, no fee **v**  
Chicken in a jerk marinade, grilled & served with red beans & rice, fried plantains, & Caribbean pineapple salad

**Country Fried Feast** 21.00pp  
Crispy fried chicken legs & thighs with mashed potatoes & gravy, green beans & carrot medley, cole slaw, biscuits with butter

**Mediterranean Baked Cod** **gf** by request 23.30pp  
Lemon butter cod, Greek potatoes, cous cous, roasted zucchini, & cucumber salad

**Pan Seared Chicken** 25.10pp  
Arline (Frenched Cut) chicken breast in a balsamic marinade, pan seared, roasted rosemary potatoes, grilled asparagus, Caesar salad, & dinner rolls

**Holiday Feast** (50 person min. & 2 weeks advance notice) 29.80pp  
Oven roasted turkey & hickory smoked ham, green beans, mashed potatoes, gravy, dinner rolls, cornbread stuffing, cranberry sauce, & Garden salad

**House-Made Meat (or Veggie) Lasagna** **v** 19.90pp  
Traditional meat sauce lasagna with grilled squash medley, Caesar salad, & garlic bread

**Teriyaki Skirt Steak** (72 hr min. advance notice) 29.80pp  
USDA skirt steak broiled & basted with teriyaki glaze, with mashed potatoes, haricots verts, mixed greens salad, & artisan rolls

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# Buffet Bars

A deconstructed meal that allows your guests to create their own special plate to suit their unique palates. 10 person minimum. All buffet bars are **VEGETARIAN FRIENDLY**

## South of the Border Taco Bar 20.40pp

Came asada & chicken, refried beans, Spanish rice, salsa, guacamole, sour cream, shredded lettuce, shredded cheese, soft corn **GF** & flour tortillas, with a Southwestern side salad. Add fajita veggies + 2.55pp **v**

## Primo Pasta Bar Sub shrimp + 3.40pp 23.15pp

Gnocchi, rigatoni, & farfalle with zesty puttanesca, mushroom cream, & vodka sauces, alongside grilled chicken, lemon tarragon veggies, Caprese salad, & focaccia. (7 day advance notice)

## Wellness Bowl Bar **VG FRIENDLY GF** 19.50pp

no additions / substitutions

**Choose up to 2 Bases **VG****  
white rice / wild rice / brown rice / quinoa / spring mix / kale

**Choose up to 3 Proteins**  
chicken / tuna  
**VG:** spiced chickpeas / lentils / baked tofu / black beans

**Choose up to 4 Veggies **VG****  
sweet potatoes / roasted brussels sprouts / broccoli / beets / roasted peppers / grape tomatoes / butternut squash

**Choose up to 2 Sauce Toppings**  
chipotle aioli / pesto  
**VG:** balsamic vinaigrette / teriyaki sauce / hummus

## East Fusion Bar **v** 19.65pp

no additions / substitutions

**Choose up to 2 Bases**  
steamed white rice / egg fried rice / chow mein

**Choose up to 2 Proteins**  
kung pao chicken / teriyaki chicken / orange chicken / crispy bbq tofu

**Choose up to 2 Stir Fry Veggies**  
string bean onion / broccoli carrot / bok choy / snow pea cabbage baby corn mix

Includes sesame garlic cucumber side salad & toppings: soy sauce, sriracha, green onion

## Burger Bar 19.30pp

Juicy hamburgers, veggie burgers **v** & hot dogs complete with all the ingredients to build your own: buns, cheese, lettuce, tomato, pickles, onions, ketchup, mustard, mayo. Includes Caesar salad & potato salad.

Sub Beyond Burgers **VG** + 2.00ea Sub **GF** Buns + 1.00

## Mediterranean Pasta Bar 20.30pp

A trifecta of fettuccine, cheese tortellini, & penne pasta with Alfredo, Marinara, & basil pesto sauces, grilled chicken, grilled vegetable medley, Tuscan salad, & garlic bread

**v** vegetarian **VG** vegan **GF** gluten free

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# Pizza

## FAVORITE PIZZAS 1.6 slices per pizza

**Meat Combo** 27.95ea  
Pepperoni, bacon, ham, sausage

**Veggie Combo **v**** 26.40ea  
Mushroom, olive, bell pepper, artichoke, onion, spinach

**BBQ Chicken** 23.75ea  
Grilled chicken, red onion, & BBQ sauce

**Marguerite **v**** 22.85ea  
Sundried tomato with fresh basil & fresh mozzarella

**Pesto Chicken** 23.50ea  
Grilled chicken, Parmesan cheese, & pesto sauce

**Hawaiian** 23.75ea  
Smoked ham & pineapple

## PIZZA À LA CARTE 1.6 slices per pizza

Create your own pizzas by adding your favorite toppings from the choices below. (1.6 slices per pizza)

**Cheese **v**** 20.45ea  
Cheese pizza

**Veggies** 1.25ea  
Mushrooms, olives, bell peppers, artichokes, red onions, pineapple, jalapeños, spinach

**Meats** 2.80ea  
Chicken, pepperoni, bacon, ham, meatballs, sausage



## BUDGET BOX O' BURRITOS

10.75 per burrito

No frills, no fuss, just a box of burritos. Perfect for events with no extra space or no extra time.

What you get: a hand delivered box of foil-wrapped assorted burritos: chicken, carne, and/or veggie **v** - all filled with Spanish rice, refried beans, and cheese

+ House-Made Tortilla Chips 1.65 per serving  
+ Salsa Cups 0.99ea  
+ Sour Cream Cups 0.99ea  
+ Guacamole Cups 1.99ea

\*\*Includes paper napkins. Does not include linen / formal buffet setup

**v** vegetarian **VG** vegan

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## DESSERT

Freshly Baked Cookies	1.55ea	4" Rustic Tarts (min. 2 dozen per flavor) Apple or Berry	4.25ea
Gluten Free Chocolate Chip Cookies (min. 20)	2.70ea	Cupcake Assortment (min. 1 dozen)	4.25ea
Gourmet Brownies	2.05ea	Sheet Cake serves 48 Double Chocolate, German Chocolate, Carrot, Coconut, Red Velvet	1.25
Lemon Bars	2.50ea	New York Cheesecake serves 14	70
Chocolate Covered Strawberries (seasonal)	2.80ea	Whole 10" Pie serves 10 Apple, Blueberry, Cherry, Key Lime, Peach, Pumpkin	40
Mini Eclairs	1.15ea	Custom Cakes Inscription, printed images, custom flavors & sizes	AQ
Mini Cream Puffs	1.15ea		
Individual Mini Red Velvet Cake (min. 2 dozen)	3.75ea		
Individual Mini Key Lime Pie (min. 2 dozen)	3.75ea		

## SETUP & LINENS

China, stainless flatware, glassware AQ at current rental rates + labor fee

Standard white food service table linens included with orders over \$50.00.  
(\$1.00/ea. linen for orders under \$50.00)

Custom Event Linens AQ at current rental rates + labor fee.  
Minimum of 10 days notice required.  
Variety of color & length options available for guest tables or upgraded  
buffet tables

Cancelled Orders subject to fees. See cover page for fee schedule.  
Certain items subject to availability depending on location

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### Deployment of Labor

Unlike many of our competitors, Pacific Dining is **local**; having dining services at many community colleges throughout the Southern California area, we are **uniquely positioned** to **reassign staff** to fill in as required.

### Catering for San Elijo and the Community Center Campuses

Pacific Dining will purchase a catering van, and will deliver food made exclusively from the Oceanside Campus commissary kitchen to the San Elijo and Community Center Campuses. We will offer our full catering menu to all three campuses.

### G. Enhanced Vending Services at SAN & CLC Campuses

#### A. Proposed Equipment & Locations

The food, snacks, and beverage vending machines will be chosen, and located, at the direction of MiraCosta Community College District. Initially, we'd be replacing the current machines 1-for-1,

should you choose to go with First Class Vending. Or, if you opt to leave the current vending provider in place, we will work with them.

Pacific Dining proposes multiple high-quality vending options, including snacks, beverages, and full meals to support the needs of students and staff at the San Elijo and Community Center Campuses.

The options include...

### **First Class Vending**

Providing snacks, beverages, and meals. We have partnered with First Class Vending for over 10 years, and find them to be a responsive partner. First Class' technology allows them to track inventory remotely, allowing them to accurately refill their machines.

### **EveryTable**

EveryTable's smart fridges provide a wide-range of fresh, scratch-cooked meals, including ready-to-serve entrees, and beverages.

### **Farmer's Fridge**

In addition, Pacific Dining has had great success with Farmer's Fridge - gourmet salads, ancient grains bowls, and beverages – and feel it would be a great option for the Campuses.

### **ONDO Marketplace**

Pacific Dining will offer a revolutionary quick service food solution for the District: ONDO Marketplace hot and cold food lockers.

ONDO Marketplace food lockers provide a cashier-less, grab & go experience with integrated payment terminals, optimizing freshness with temperature control – hot and cold.

Pacific Dining will deliver meals made in-house at the Oceanside Campus' kitchen, daily to the ONDO Marketplace. Providing fresh and delicious hot and cold meals, made fresh daily.



If the District has a preference, Pacific Dining is open to utilizing any other alternative vending companies.

## B. Equipment Specifications

<u>Vendor</u>	<u>Electrical Requirements</u>	<u>Space Dimensions</u>
<b>First Class Vending</b>	“As is”	“As is”
<b>EveryTable</b>	110 V / 20 A dedicated circuit	39” x 33”
<b>Farmer’s Fridge</b>	110 V / 20 A dedicated circuit	55” x 48”
<b>ONDO Marketplace</b>	208 V / 20 A per column	48” x 36” (2 columns)

We confirm the compatibility of this equipment with the current site infrastructure. None of these above items require water or drain.

## C. Product Mix & Offerings

A sample product mix and offerings is below...

<b>EveryTable:</b>	Creamy Lemon Broccoli Rice Pilaf Cauliflower Romesco Chicken Enchilada Rotini	Calabacitas con Pollo Pollo al Pastor Yucatan Salmon
<b>Farmer’s Fridge:</b>	Southwest Salad Thai Noodle Bowl Napa Chickpea Wrap	Grilled Chicken Caesar Salad Baja Bowl Blueberry Chia Overnight Oats
<b>First Class Vending:</b>	Kettle Chips Power Bars Kombucha	Trail Mix Unsweetened Iced Teas Cold Brew Coffee

## D. Sales Minimums & Performance Metrics

**First Class Vending** has no minimums.

**EveryTable** would conduct an assessment and customized service plan, based on the anticipated sales and number of machines. From there, they would provide required sales minimums – if any apply.

**Farmer’s Fridge** requires weekly sales of \$625.00 “net sales” per Fridge. If the “net sales” do not exceed \$625.00/week, MiraCosta Community College District shall pay to Farmer’s Fridge an amount equal to the difference between \$625.00 and Net Sales per Fridge, during such week.



**ONDO Marketplace** requires a minimum monthly commission of \$850.00. Commission is calculated as 25% of “net sales”. If commissions do not reach \$850.00, the District would be responsible for the delta. Each day, Pacific Dining will stock the ONDO Marketplace with hot and cold items, made exclusively at the Oceanside Campus kitchen.

**H. Implementation & Transition Plan**

Pacific Dining has a history of **successfully** transitioning services at college campuses throughout California, **100% on-time** and as-promised!

At the MiraCosta Community College District, Pacific Dining will need a total of five weeks to implement and fully begin services from the contract award date. The below Transition Timeline Template will guide us through the implementation of services at the three Campuses.

This transition timeline is based on the expectation Pacific Dining would be expected to be fully operational for the start of the Fall Semester (beginning August 17, 2026).

In the spirit of partnership, Pacific Dining would be willing and able to begin operations at the start of the Summer Semester, beginning June 8, 2026.

Transition Team:

Lead:	Kevin Aiello	
Transition Managers:	Richard McMahon	Paul Johnson
	Brian Robertson	Jon McMahon
Culinary Lead:	Jonathan Rojas	
Outside Admin Support:	Allison McMahon	Luis Mayen
Dietician:	Valerie Nhan	

**Three Weeks Leading Up to Opening**

- Meet with MiraCosta Community College District on-site to introduce Pacific Dining POCs; discuss transition (Rick, Kevin, Brian)
- Strategize transition from current vendor
- Kevin, Rick, Paul, Brian, Jon, Jonathan to review, strategize, and begin transition plan
- Contact and initiate franchise agreement with Starbucks (Rick)
- Order POS Systems (Rick, Brian, Paul)
- Complete Insurance Endorsements (Rick)
- ECGA Ins / Workers Comp – add locations (Rick)
- Schedule County Environmental Health Dept visit (Rick)
- Apply/Obtain License (Rick)
- Schedule Inspections, Determine Deficiencies (Rick, Kevin)
- Schedule Repairs (Rick, Kevin)
- Business License (Rick)
- Place Pepsi equipment order (refrigerators/fountain/gliders) (Kevin, Brian)

- Prepare/Place Employment Ad (Craigslist/Indeed/Workpop/Barefoot) for Manager, Head Chef, Food Service Workers (Jon, Brian, Kevin)
- Finalize Staffing Schedule (hours) (Kevin, Brian)
- Menu Board Design Meeting (Allison, Kevin, Brian, Paul, Jon)
- Contact Vendors; Setup Accounts (Rick, Kevin, Brian)
  - o US Foods, Food Snacks, Bakery, Pepsi, Mission Linen, Starbucks/Nestle
- Begin assembling Promo/Marketing Material (Allison)
- Place Nestle/Starbucks opening order (Kevin)
- Program Pacific Dining Landing Page; Set up Provisions Online Ordering page (Allison, Brian)
- Book Transportation/Accommodations (as needed) (Rick, Kevin, Brian)
- Send menus to Fast Signs for printing (Paul)
- Contact Waste Management (Oil, Trash, Recycling) (Kevin)
- Begin Interviewing Staff on Google Meet (video) – introductory interviews only (Kevin, Brian)
- Ensure all vending machines (as listed above) and accompanying products are ordered

### **Week 1 (On Site)**

- Purchase Office Supplies, set up office (Computer, Printer, Acrylic Stands, etc.) (Kevin, Brian)
- Deep cleaning immediately begins – Monday (Kevin, Jonathan, Local Team Members)
- Meet Candidates in Person for Second Interviews (Kevin, Brian)
- Make first offers to team members – Tuesday (Kevin, Brian)
- Onboarding Process begins for hired team members – Tuesday (Kevin, Brian)
- Begin laying out proprietary station setups; order smallwares to fill in needs (Kevin, Brian)
- Order cleaning Supplies/Linen/Towels through Mission Linen (Kevin)
- Icebreaker for New Hires – Thursday/Friday (Kevin)
- Purchase New Staff Uniforms (Jon)
- Order staff parking permits (Jon, Kevin)
- Have team complete yearly Harassment Training; have team turn in their Food Handlers Cards (Brian)
- Program POS; Review SOP; Discuss IT needs with College (Rick, Kevin, Paul, Jon, Luis)
- Distribute sample menus/discuss service levels
- Place US Foods frozen/dry goods opening order for delivery following week (Kevin)
- Place Food Snacks (Retail) opening order for delivery following week (Kevin)
- Place Pepsi opening order for delivery following week (Kevin)
- Place Mission Linen opening order for delivery following week (Kevin)
- Installation of vending machines at San Elijo and Community Center Campuses.

### **Week 2 – (On Site)**

- Training begins & continues through the week (Kevin, Brian)
- Review status and performance of team – Monday (Kevin, Brian)
- Schedule & Conduct Additional Interviews – As Needed (Kevin, Brian)
- Work with College PIOs to distribute marketing content (Allison)
- Receive Deliveries; put away product (Kevin, Jonathan, Manager)
- Set up POS Systems on-site; review IT needs with College as applicable (Kevin, Manager)
- Install Menus; Set Up Décor/Art (Brian)
- Staff Meeting/Kitchen Manager training (Kevin, Jonathan, Manager)

- Begin Prepping all Stations – Friday (Kevin, Jonathan, Brian, Manager)
- Install additional signage as needed (Hours, Snacks, Beverages, Feedback Sign, “Skip the Straw”, etc) (Brian)
- Receive Backup Delivery as Needed – Thursday
- Morning dry run all locations / stations – Friday (Kevin, Jonathan, Brian, Manager)
- Place US Foods final pre-opening order(s); Place produce order, place Bakery order (Kevin)
- Stocking of Vending Machines at San Elijo and Community Center Campuses.

**Week 3 – 08/17/2026 – Opening Day!**

**I. Information, Documents, Assistance, or Resources Needed**

Pacific Dining asks for the following assistance from MiraCosta Community College District:

- Key Cards or Keys
- Monthly or Quarterly Food Advisory Meetings
- Weekly Meeting with Campus POCs for the first semester, quarterly after that
- Developing relationships with campus support teams:
  - Facilities
  - IT/Webmaster - communication between the District’s IT service team and our IT team so that we can provide seamless transactions to all our guests! We would also like to work with the Webmaster to continually have updated information and specials on the MiraCosta & Pacific Dining websites
  - Marketing
  - Accounts Payable Contact

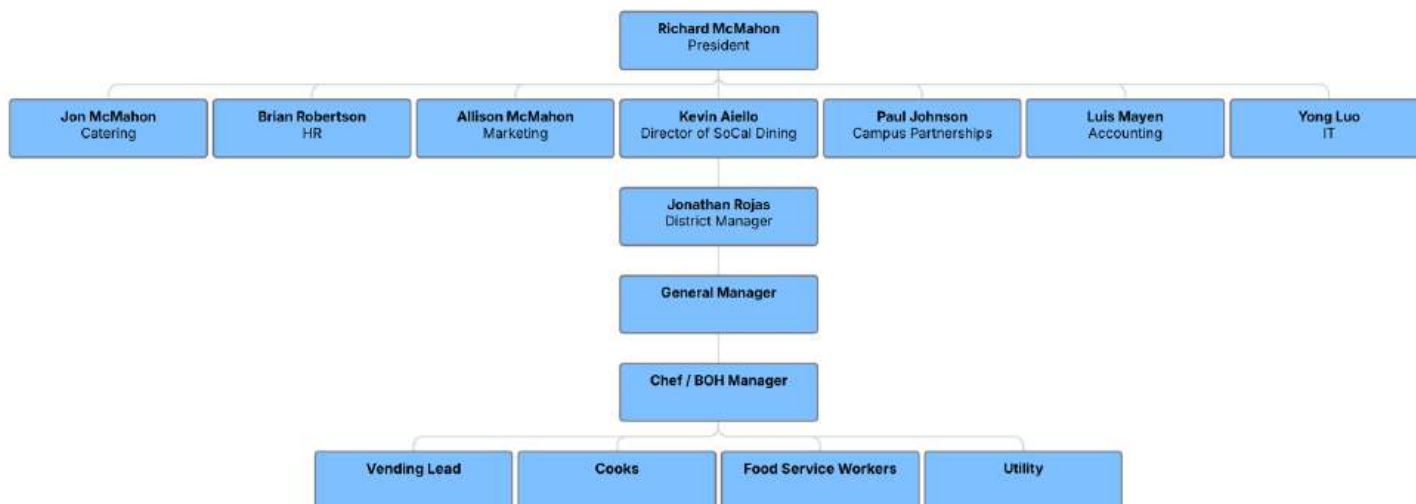
**J. Critical Assumptions Upon Which the Program Approach is Based**

No critical assumptions were necessary due to the information provided in the RFP, the site visits, addendums, and our experience.



## 5. Staffing & Training Plan

### Organizational Chart



#### A. Positions Needed On-Site & Associated Rates of Hourly Pay

This proposed staffing level matches the staffing level as listed in the RFP, with the inclusion of a San Elijo / Campus Community Center Lead (to service the ONDO Marketplace food lockers), deployed as needed for the enhanced vending services at either, or both, San Elijo and Community Center Campuses.

Position	Total	Rate Of Pay
District Manager	1	
General Manager	1	\$29 - \$32/hr
Chef / BOH Manager	1	\$27 - \$29/hr
San Elijo / CRC Vending Lead / Cook	1	\$22 - \$25/hr
Cooks	3	\$20 - \$23/hr
Food Service Workers	4	\$20 - \$23/hr
Utility	1	\$20 - \$23/hr



## **Position Responsibilities:**

District Manager (Kevin Aiello): Kevin's duties include overseeing dining operations at MiraCosta College, providing strategic leadership and operational support to ensure excellence in food quality, service standards, and financial performance. Kevin will guide and mentor on-site management, ensuring consistency with company policies, safety regulations, and our commitments while maintaining high student and campus satisfaction. Kevin will also serve as a main liaison to the MiraCosta college administration, strengthening relationships and identifying opportunities to enhance and expand dining programs.

General Manager: General Manager oversees daily food service operations to ensure high standards of quality, safety, and customer satisfaction are consistently met. Pacific Dining's managers also develop our food service team, including hiring, training, scheduling, and performance. General Managers are also responsible for operations (sales reports, timesheets, reviewing orders, and upholding Pacific Dining's policies). Our General Manager will also be an additional liaison with Mira Costa administration, supporting student engagement initiatives, catering programs, and other partnerships.

Chef / BOH Manager: The Chef/BOH Manager is to check the freshness of food and ingredients, supervise and coordinate activities of cooks and other food preparation workers, ensure Pacific Dining recipes are being used for all items and ensure food presentation is up to Pacific Dining's standards. Inspect supplies, equipment, and work areas for cleanliness and functionality.

Cook: Line Cooks set up and stock food items and other necessary supplies, prepare the necessary sauces, produce, meats, cheeses, etc. Cook food items by grilling, frying, sautéing to specified recipes, standards, and customer specified changes. Maintain grill area at all times with a safe and clean work environment. Greet and take orders from customers.

FSW (food service worker): responsibilities include greeting customers with a great attitude, operating POS system quickly and accurately, answering customer questions, answering phones as needed, balancing the tills, first point of contact for returns, exchanges, and complaints. Further cashier responsibilities include maintaining a safe and clean work environment, training and developing new cashiers, helping fellow cashiers solve problems, and stocking the retail items and salad bars.

Utility: Utility workers are responsible for cleaning and maintaining company premises and equipment including, but not limited to dishes, counters, walls, appliances. Their job is to maintain the upkeep of company facilities, help to repair Pacific Dining items, and comply with state health and safety regulations.

## **B. Proposed Schedule by Position & Location**

Below is the staffing schedule for the Oceanside Café, including the Vending Lead for service to the San Elijo and CLC Sites.

Position	Mon	Tue	Wed	Thu	Fri
<b>General Manager</b>	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm
<b>Chef / BOH Manager</b>	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm
<b>Lead Cook/Vending</b>	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm
<b>Cook 1</b>	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–2:30pm
<b>Cook 2</b>	8:00am–4:00pm	8:00am–4:00pm	8:00am–4:00pm	8:00am–4:00pm	-
<b>Cook 3</b>	9:00am–4:30pm	9:00am–4:30pm	9:00am–4:30pm	9:00am–4:30pm	-
<b>FSW 1</b>	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–3:30pm	7:00am–2:30pm
<b>FSW 2</b>	8:00am–4:00pm	8:00am–4:00pm	8:00am–4:00pm	8:00am–4:00pm	-
<b>FSW 3</b>	9:00am–4:00pm	9:00am–4:00pm	9:00am–4:00pm	9:00am–4:00pm	-
<b>FSW 4</b>	10:00am–4:30pm	10:00am–4:30pm	10:00am–4:30pm	10:00am–4:30pm	-
<b>Utility</b>	9:00am–4:30pm	9:00am–4:30pm	9:00am–4:30pm	9:00am–4:30pm	9:00am–2:30pm

### C. Use of Subcontractors

Pacific Dining, with the partnership of MiraCosta Community College District, will be subcontracting the traditional vending services, as well as the enhanced vending services at the San Elijo and CLC sites.

Aside from this, **Pacific Dining does not subcontract Dining Services.**

Pacific Dining only takes on accounts we know we can successfully operate **with our team.**

We believe the best service to the college cannot be found through subcontracts.

This has been historically proven at every subcontracted account Pacific Dining has taken over. Often companies who elect to subcontract their responsibilities lose control over promised services, add costs that result in higher menu prices, lessen the level of service and cause delay in responding to the client.

**Pacific Dining possesses the experience and team to operate the dining services at the Oceanside Campus without the use of any subcontractors.**

### D. Resume of Possible Proposed Management Positions

Kevin Aiello, **Director of Southern California Dining Services**, will be on-site no less than weekly, and will lead the Pacific Dining team during our transition into the Café space. Kevin possesses many years of experience in dining and was the Food and Beverage Director at UCLA, responsible for oversight of over **25,000 meals per day**. Kevin, as member of the Pacific Dining team, will be instrumental in development, delivery, and oversight of the dining operations. Kevin will provide support in the following ways, but not limited to:

- Direct Communication with POCs
- Catering Support
- Marketing
- Impromptu Safety Inspections
- Training of Management & Staff
- Payroll/Human Resources
- Onboarding/Hiring/Terminations
- Commitment to Service & Ethics

# KEVIN AIELLO

(310)947-2058  
Kevin.Aiello@gmail.com

## Work Experience

<b>Director of Operations</b> <i>Pacific Dining - California</i>	<b>Present</b>
Manage Southern California dining locations; cafeterias; and catering services. Strategize workflow to fit specific needs and maintain quality consistency. Support management teams across locations; hire and train employees; maintain high standards of service. Open new locations; develop menus; implement order of operations. Focus on food quality across locations; oversee supply and operations costs.	
<b>Executive Chef</b> <i>UCLA - Los Angeles, CA</i>	<b>2009 - 2021</b>
Involved in all aspects of a culinary and management team, which is responsible for twenty five thousand plus meals per day. Focuses in managing food and labor costs, with a strong emphasis on increasing guest service standards. Trains staff in cooking techniques and invests in team member development. Create recipes and plan menus. Expert in sanitation standards and practices.	
<b>Consultant</b> <i>Discovery Ice Cream - Kingsport, Tennessee</i>	<b>February 2007 - September 2008</b>
Synthesized the vision of the owners with practical details of building and operations a high volume, homemade ice cream store and coffee house. Manage all inventory and perform assessment of food costs. Wrote operation manuals and trains team, consistently motivates management and team.	
<b>Owner and Executive Chef</b> <i>Cast Supper INC. - Chatsworth, California</i>	<b>1989 - 2007</b>
Founded and operated an on-location catering company servicing the motion picture, television, and commercial industry. Specialized in a diverse rotating menu inspired by various cultures and a variety of fresh, local ingredients to create flavorful cuisine. Met health and nutritional requirements of industry clientele.	
<b>Executive Chef and Corporate Menu Development</b> <i>Bobby McGee's - Arizona, California, Hawaii</i>	<b>1981 - 1986</b>
Developed and executed a comprehensive, efficient quality assurance and management productivity program. Worked with the company's president to develop new menu items. Traveled to new locations to train kitchen and service staff to ensure consistency and quality.	

## Education

ABC Barista School - Seattle, Washington	February 2007
Pennsylvania State - University Park, Pennsylvania <i>Ice Cream Short Course</i>	January 2004
Whittier Tech - Haverhill, Massachusetts <i>Culinary Arts</i>	August 1978 - May 1981

## References

Abbas Ghlam (213) 422-6604	Worldwide Produce Company
Matthew Hintlian (818) 648-1153	Producer and UPM for Film and TV
Paul Hirose (310) 991-4336	Attorney at Perkins Coie LLP
Dr. Alan Jones (843) 227-4447	CEO at Metrolime

### E. Staffing Abilities in Southern California

With a deep bench of trained General Managers, Chefs, Food Service Workers, and support personnel across Southern California, Pacific Dining is well positioned to provide immediate interim leadership coverage when unforeseen circumstances arise.

We maintain **cross-trained leadership teams** and succession planning protocols to ensure

continuity without disruption to service. Our extensive regional presence allows Pacific Dining to respond **quickly** and **effectively**.

## **F. Plans for Hiring, Retaining, & Replacing Hourly Employees**

Pacific Dining looks first to promote from within when expanding management opportunities. We have found providing real opportunities for advancement is a key way to motivate and retain staff. In the case that no such promotion fit is available: We will work with our entire team to find outside recommendations, potential transfers, and/or placing ads on Indeed & Craigslist to find a suitable replacement. We would also be interested in working with the college to hire students leading to management positions, as well as more hands-on positions.

We will post ads in an effort to **recruit students to join our team**. We have found that Student schedules often complement our peak hours of operation. Many of our current managers started their career at Pacific Dining as part time student workers.

Our first stop is the campus Career-Transfer Center where we learn how to post openings that will reach **student** candidates. In addition to the campus online/app postings, we will post Flyers at the Café and other college-approved locations.

Pacific Dining would welcome the opportunity to interview any interested staff currently working at the MiraCosta Community College District dining service locations, and will offer employment to those we feel are most qualified to meet our service and culinary standards. Pacific Dining would welcome any input on these decisions from the District.

We **retain only the best staff**. Pacific Dining does not “set it and forget it”. We are dedicated towards continually improving our team. Sometimes, this means training our team members to improve their culinary and service abilities. Other times, this means replacing their position with a more qualified candidate.

This **commitment to excellence** creates a **team-driven, positive environment**, that promotes **retention**.

## **G. Salary Ranges & Associated Benefit Costs**

Our management team (General Manager & Chef / BOH Manager) have the option to elect either salaried or hourly rates. Regardless of hourly or salaried, our management team members are offered all benefits.

Pacific Dining’s comprehensive, competitive benefits include:

- Competitive Salary
- Retirement Funds: 401k Plans w/ Company Matching Funds
- Sick & Personal Leave
- Health Insurance: Kaiser Medical Coverage Plans
- Paid Vacation Days



- Paid Holidays
- Paid Meals
- Access to Mental Health Services

These benefits equate to roughly 2% of total payroll for our sites.

## H. Training Programs

Pacific Dining emphasizes **food safety, physical safety & customer service training** and believes these are an ongoing and continual endeavor.

Food Safety training for managers is a course developed by the National Restaurant Association and administered by ServSafe. Managers must pass the examination and possess current certification.

Food Safety training for non-supervisory staff is provided by Premier Food Safety Training. Each staff member must pass the California Food Handler Test and possess a current Food Handler Card.

All Pacific Dining staff are required to complete a mandatory Sexual Harassment Training administered by PAYCHEX.

Pacific Dining also provides additional safety trainings through mandatory daily “Huddles” at the start of each day.

Example “Huddle” topics for these trainings:

- Product Storage & Rotation
- Ware Washing
- Food Temperature & Control
- Gloves & Hand Washing
- Cleaning – Soap & Disinfecting – Bleach

Our managers are **hands-on** with training staff. Guests will see our managers front and center, on the line, working with our team. This hands-on approach allows them to be continually monitoring and coaching the team in both food preparation and sanitation. Our managers huddle their teams together on Monday mornings and provide training on a variety of food-safety subjects.

Additionally, we provide **DEI training** for our management team, available in person and online. Our teams are required to attend and complete the following programs yearly, administered through Paychex:

- Microaggressions at Work: Recognizing and Overcoming Biases (Management & All Food Service Workers)
- Being an Inclusive Coworker (Management & All Food Service Workers)
- US Workplace Harassment (Management & All Food Service Workers)
- Workplace Attitude and Behavior (Management & All Food Service Workers)
- Ethics for Managers (Managers)

## **I. Confirmation of No Record of Criminal Convictions**

As part of the application process, prior to hiring, prospective team members are subject to a rigorous background check and drug screening. We partner with AccuSource HR. Our partnerships with high security Federal government buildings and campuses demand a thorough background screening.

<https://frascoprofiles.bgsecured.com>

All staff employed at Mira Costa will have no record of any criminal convictions

# 6. Staffing Proposal Workbook



Staffing Proposal Workbook

Location (current name): Oceanside Campus  
 Location (proposed name):

Supplier Name:

Use the tables below to show staffing proposal. Add rows as needed. Include account level staff on the Management + Admin tab.

**Salaries Unit Management:**

Position/Title	Salary	Daily Hours							Total Weekly Hours	# of Paid Weeks		Total Paid Weeks	Total Annual Hours	Total Annual Wages	Benefits Eligible?		Benefit Rate %	Payroll Tax Rate %
		Mon	Tues	Weds	Thurs	Fri	Sat	Sun		Regular	PTO & Holiday				Yes	No		
Director of SoCal Dining Services		2.0	2.0	2.0	2.0	2.0			10	52.0	2.0	54.0	540	\$ -	X		1%	3%
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
Subtotal Salaries Staff		2	2	2	2	2		0	0	10	52.0	2.0	54.0	\$ -				

**Permanent Full-Time and Part-Time Staff (Indication of 9-month vs. 12-month should be reflected in the # of Paid Weeks column):**

Position/Title	Hourly Wage	Daily Hours							Total Weekly Hours	# of Paid Weeks		Total Paid Weeks	Total Annual Hours	Total Annual Wages	Benefits Eligible?		Benefit Rate %	Payroll Tax Rate %
		Mon	Tues	Weds	Thurs	Fri	Sat	Sun		Regular	PTO & Holiday				Yes	No		
<b>Managers</b>																		
District Manager	\$ 2.0			2.0		2.0			4			-	-	\$ -			1%	3%
General Manager	\$ 30.00	8.0	8.0	8.0	8.0	8.0			48	42.0		42.0	1,680	\$ 50,400.00	X		1%	3%
Chief / BQH Manager	\$ 28.00	8.0	8.0	8.0	8.0	8.0			56	42.0		42.0	1,680	\$ 47,040.00	X		1%	3%
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
<b>All Other Staff</b>																		
Lead Cook / Vending	\$ 23.00	8.0	8.0	8.0	8.0	8.0			40	40.0		40.0	1,600	\$ 36,800.00	X			3%
Cook 1	\$ 22.00	8.0	8.0	8.0	8.0	7.0			39	40.0		40.0	1,600	\$ 34,320.00	X			3%
Cook 2	\$ 22.00	7.5	7.5	7.5	7.5	7.5			30	40.0		40.0	1,200	\$ 26,400.00	X			3%
Cook 3	\$ 22.00	7.0	7.0	7.0	7.0	7.0			28	40.0		40.0	1,200	\$ 24,840.00	X			3%
Food Service Worker 1	\$ 21.00	8.0	8.0	8.0	8.0	7.0			39	40.0		40.0	1,600	\$ 32,760.00	X			3%
Food Service Worker 2	\$ 21.00	7.5	7.5	7.5	7.5	7.5			30	40.0		40.0	1,200	\$ 25,200.00	X			3%
Food Service Worker 3	\$ 21.00	7.0	7.0	7.0	7.0	7.0			28	40.0		40.0	1,200	\$ 23,520.00	X			3%
Food Service Worker 4 * STUDENT WORKER	\$ 21.00	6.0	6.0	6.0	6.0	6.0			24	40.0		40.0	960	\$ 20,160.00	X			3%
Utility	\$ 21.00	7.0	7.0	7.0	7.0	9.0			33	40.0		40.0	1,200	\$ 27,720.00	X			3%
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
									0			-	\$ -					
Subtotal Permanent Staff		84	82	84	82	45		0	0	377	444.0	-	444.0	15,000	\$ 348,960.00			

**Student Employees:**

Starting Hourly Pay Rate	Included In Staff
Total # of Weekly Hours	Included In Staff
Total # of Annual Hours	Included In Staff
Total Annual Student Wages	Included In Staff

**Staffing Totals:**

Total Salaries Unit Management Weekly Hours	10
Total Permanent FT & PT Staff Weekly Hours	377
Total Salaries Unit Management Annual Hours	540
Total Permanent FT & PT Staff Annual Hours	15,000
Total Salaries Unit Management Wages	\$ -
Total Permanent FT & PT Staff Wages	\$ 348,960.00

Supplier Name

Use the tables below to show staffing proposal. Add rows as needed. Include account level staff on the Management + Admin tab. This should include any staff or labor needed to maintain the enhanced vending program. If not staff/labor is needed, leave this tab blank, and be sure to provide context within your proposal document (Section 5).

Salaried Unit Management:

Table with 17 columns: Position/Title, Salary, Daily Hours (Mon-Sun), Total Weekly Hours, # of Paid Weeks (Regular, PTO & Holiday), Total Paid Weeks, Total Annual Hours, Total Annual Wages, Benefits Eligible? (Yes/No), Benefit Rate %, Payroll Tax Rate %.

Permanent Full-Time and Part-Time Staff (indication of 9-month vs. 12-month should be reflected in the # of Paid Weeks columns):

Table with 17 columns: Position/Title, Hourly Wage, Daily Hours (Mon-Sun), Total Weekly Hours, # of Paid Weeks (Regular, PTO & Holiday), Total Paid Weeks, Total Annual Hours, Total Annual Wages, Benefits Eligible? (Yes/No), Benefit Rate %, Payroll Tax Rate %.

Student Employees:

Table with 2 columns: Student Employees, Values. Rows: Starting Hourly Pay Rate, Total # of Weekly Hours, Total # of Annual Hours, Total Annual Student Wages.

Staffing Totals:

Table with 2 columns: Staffing Totals, Values. Rows: Total Salaried Unit Management Weekly Hours, Total Permanent FT & PT Staff Weekly Hours, Total Salaried Unit Management Annual Hours, Total Permanent FT & PT Staff Annual Hours, Total Salaried Unit Management Wages, Total Permanent FT & PT Staff Wages.





## 7. Sanitation, Safety, & Quality Assurance

### A. Auditing & Inspections



In our 35-year history, Pacific Dining has successfully passed each and every health inspection.

Pacific Dining has **never received a health violation that led to closure of the café**. We take pride in maintaining a clean, healthy environment for our guests.

Food Safety training for managers is a course developed by the National Restaurant Association and administered by ServSafe. Pacific Dining managers must possess current certification.

Food Safety training for non-supervisory staff is provided by Premier Food Safety Training. Each Pacific Dining staff member must pass the California Food Handler Test and possess a current Food Handler Card. Pacific Dining pays for our teams to receive this training.

Pacific Dining also provides additional food safety training specifically aimed at the handling of poultry products. A video and hands-on training are provided.

Initially, a team of Pacific Dining managers will train any new staff at the MiraCosta - Oceanside Campus. A two-week training program will be implemented for all food handlers. During this two-week training, a HACCP-inspired plan specific to MiraCosta College will be developed and implemented.

Supervisors are “hands on” and are required to continually train staff to ensure consistent preparation, quality, and appearance of food served to our guests.

District managers will make monthly health inspections of the Oceanside Campus.

FOOD PREPARATION AREA	YES	NO	COMMENTS
Does the general appearance of the department indicate frequent cleaning?			
Are the floors clean, including corners?			
Are the walls and ceiling clean?			
Are all foods meeting temperature requirements during storage, preparation, serving and transportation?			
Are food contact surfaces clean to sight and touch?			
Are rolling carts and sheet pan carts clean?			
Are can and storage racks clean and organized?			
Are wiping cloths available and clean?			
KITCHEN EQUIPMENT	YES	NO	COMMENTS
Is the below equipment clean and free of any food, grease, or stains?			
1. Oven's?			
2. Kettle's?			
3. Skillet?			
4. Steamer?			
5. Mixer?			
LAVATORY	YES	NO	COMMENTS
Are the floors and walls clean?			
Are the sinks free of dirt and soap scum?			
Are there soap and hand towels in the dispensers?			
Are the urinals and toilets clean?			
Have the kitchen worker been instructed in the proper procedures of sanitation after the use of the bathroom?			
REFRIGERATION UNITS	YES	NO	COMMENTS
Are all containers kept off the floor?			
Have monthly temperature logs been maintained?			
Are all leftover foods covered, marked and dated?			
Have the floors been swept and mopped?			
FOOD STORAGE	YES	NO	COMMENTS
Are the floors clean?			
Are doors and walls clean?			
Has stock been properly rotated?			
Is storage kept at the proper temperature?			
Are the containers of food kept off the floor?			
Are boxes on the top shelf stacked below six feet?			
Are exits free of obstructions?			
TRASH	YES	NO	COMMENTS
Are the receptacles lined?			
Are the receptacles clean?			
Is the garbage storage area clean?			
DISHWASHING	YES	NO	COMMENTS
Is the floor free of food and grease?			
Are all the dishes properly soaked before washing?			
Is the wash water temp 140° or higher?			
Is the rinse water temp 180° or higher?			
Is the washing agent in proper working order?			
Are the dishes being air-dried before storage?			
Are the storage racks clean?			
Are the conveyor and the dish machine clean?			
Are the sinks clean?			
POT WASHING	YES	NO	COMMENTS
Is the floor free of food and grease?			
Are all the pots properly and if necessary soaked before washing?			
Is the wash water temp hot and clean?			
Is the sanitizing compound being used?			
Are the pots being air-dried before storage?			
Are the storage racks clean?			
Are the pots and utensils in their proper place?			
SERVING LINE	YES	NO	COMMENTS
Is the serving area clean?			
Are the staff members wearing uniforms?			
Are the staff members appearance neat?			
Are the cold foods kept at 40° or below?			
Are the hot foods being served at 140° or higher?			

## B. Gathering Customer Feedback

Pacific Dining solicits feedback in three additional ways:

- Our **management** is **front and center**. This direct way of communicating with our guests is our favorite. We empower our onsite management to be proactive in resolving and addressing comments from our students and guests.

- We keep “Comments and Suggestions” QR codes at the entrances of each of our cafeterias. This anonymous source of feedback allows us to continually address new ideas and suggestions to better serve our students.
- Pacific Dining is also set-up to collect feedback online at: [www.pacific-dining.com/feedback](http://www.pacific-dining.com/feedback)

The feedback given on this page is sent directly to Richard McMahon. **We reply to all online and written feedback within 48 hours.**



### C. Key Performance Indicators (KPIs)

Pacific Dining plans to **set KPI targets** for each facet of our operation including but not limited to: Café sales, catering sales, vending sales, level of service, timeliness, quality of food/beverages, staff happiness, safe work environment, etc.

We track the sales of individual menu items through our daily **Management Reports** generated by our Point of Sales systems to accurately determine the popularity of items. We delete and add menu items based on this information.

Additionally, our Point of Sale Software allows us to **track detailed metrics**, including peak sale hours, total daily transactions and average transaction total. We can measure our operating costs through QuickBooks (labor and costs of good sold) against this average transaction total to determine the **Financial Performance KPI**.



Both QuickBooks reports and our CliqBux point-of-sales software will remain open and transparent for MiraCosta Community College District to view if they so desire.

Our CliqBux point-of-sale back office software and reporting systems will allow us to measure the **Customer Engagement KPI** in two ways:

- o Total Daily Transactions
- o Average Transaction Total

The **Quality Assurance KPI** will be measured through both direct feedback as well as communication through our Online Feedback detailed above. Pacific Dining will provide MiraCosta Community College District with any and all feedback we receive.

We have **training programs, daily team huddles, & regular management meetings** to help quickly diagnose and rectify any issues of substandard performance should they arise.

Pacific Dining uses best business practices for critical points to ensure quality control.

Supplier: we vet all our suppliers to ensure they are leaders in their industry with a proven track record of food quality and safety.

Food Storage: we employ best practices - FIFO (first in, first out) inventory control, and monitor time and temperature (HACCP controls)

Ingredient Quality: we have our own spec to guarantee consistent, quality products. We have contracts with manufactures and brokers that provide us with proprietary ingredients.

Food Preparation: recipe standards to ensure consistency! Standardized recipes and portion controls to ensure safety and tastiness.

Staff Training: we ensure our teams are maximizing the experience of our guests at two critical control points: food preparation and customer service.

Hygiene and Cleanliness: another critical control point, which we detailed previously in this proposal.

Ambiance and Décor: professional menus, consistent uniforms, cosmetic improvements. **No hand-written signs anywhere in the café** under any circumstances.

Exit Experience: the final control point, and a critical one. Our last point of contact must be positive.

## 8. Food and Beverage Service Facilities, Equipment, & Technology



### A. Physical Conditions or Concerns

Pacific Dining does not have any concerns that would prevent the ability to manage and operate services as described within the RFP.

### B. Point-of-Sale Systems to be used at MiraCosta Community College District

We will make a substantial investment in new, **state of the art POS** (point of sales) systems to integrate front and back office operations, and support all guest methods of payment. These POS systems will allow payment via cash, credit card, debit card, Apple Pay, Campus Meal Cards, and vouchers.

Our systems come fully equipped with scales, scanners, & PCI compliant credit card terminals.

Cliqbox is a Fremont, California-based, minority-owned company.

During the week of 06/15/2026, Pacific Dining will purchase 2 Cliqbox POS Systems.



MiraCosta College – Oceanside Campus: 2 ea

Pacific Dining would like to be referred to the District's IT service team, so our internal IT team may work with them in an effort to ensure a **seamless installation**. Pacific Dining does not expect to need any additional assistance in order to successfully install these POS Systems.

### C. Network & System Security

Our Point of Sales System accepts all forms of payment, including cash and all major credit cards. Credit Cards can be used through chip, swipe, or tap payments.

Our systems also allow for **Apple Pay and Google Wallet**.

Pacific Dining is PCI compliant and validated through Elavon's PCI Compliance Manager. Security of systems is regularly checked by our IT Manager - Yong Luo.

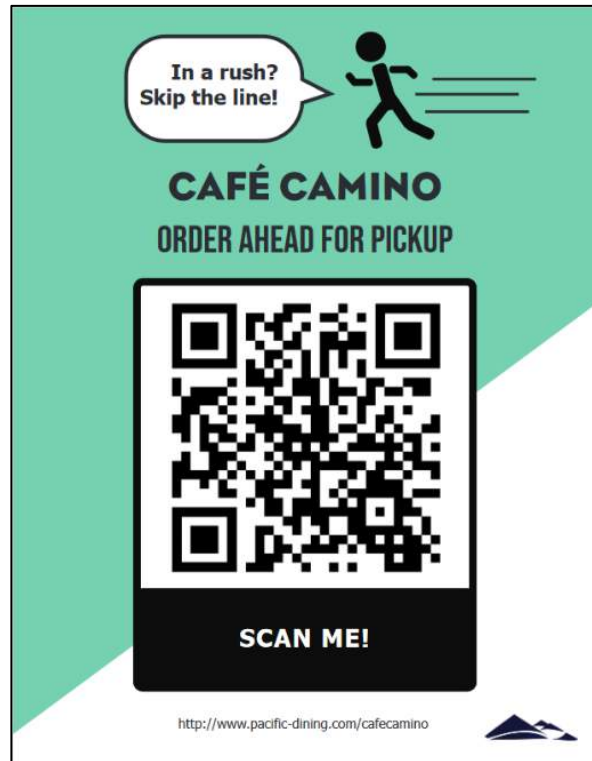
Pacific Dining will connect with the IT department on the campuses to determine what available data / ethernet / wireless internet we may utilize, and with permission from the Colleges we will bring in equipment as needed.



## D. Online Ordering

Each of our campuses has a unique landing page where you can find information about our food services as well as a link to Provisions – our proprietary online ordering application.

*No more waiting in line...*



Pacific Dining will invest in developing and promoting our online ordering platform, Provisions, at the Oceanside Campus. Provisions will allow students and faculty to "skip the line", pay and order ahead. Orders can be placed – and paid for – on a desktop computer, laptop, or via mobile ordering/payment.

Another solution to the Meal Plan Program will be identifying and implementing an efficient and effective pick-up site for online orders. Pacific Dining has identified an ideal space at the Oceanside Campus.

## E. EBT/CalFresh

Pacific Dining is proud to **accept EBT** Cash Benefits! Pacific Dining is the first community college food service provider in California to do so, and will immediately be able to accept EBT Cash Benefits at MiraCosta Community College District.

## F. Other Systems or Technologies

In addition to Cliqbox POS Systems, Nutricopia Dietary Software, KwikPOS for Online Ordering, Quickbooks Pro, Menu Planner Pro, Paychex, and Recipe Guides, Pacific Dining also intends to use:

- Factor4 Back Office – Gift Card Services
- MenuCalc – A calorie counter used to establish calorie counts, placed on our menu boards

### **G. Technology Services to be Provided by the College**

Pacific Dining would like to be referred to the District's IT service team, so our internal IT team may work with them in an effort to ensure seamless transactions for our guests.

Pacific Dining hopes to partner with MiraCosta College to develop a dining services landing page linked to the college's website. This page would display hours, **menus**, **specials**, **new services**, as well as contact information.

Finally, we hope to work with the campus IT team to access any available back-end app system.



## 9. Financial Narrative

See EXHIBIT D - COST FILE (BAFO)



### Executive Summary

Pacific Dining's financial proposal for MiraCosta College is designed to deliver a stable, transparent, and performance-driven dining program across all campus locations. Our model combines disciplined site-level Profit & Loss management, a tiered commission structure that rewards shared success, and scalable service solutions tailored to the unique needs of each campus. With a proven foundation in higher education dining and the financial capacity to support long-term operations, Pacific Dining offers MiraCosta Community College District a sustainable partnership that balances affordability, innovation, and measurable financial return to the District.

Pacific Dining is an established and financially stable food service management company with decades of experience successfully operating collegiate dining programs throughout California. Our long-term strength is supported by:

- Proven multi-campus operational performance
- Consistent positive financial outcomes across managed accounts
- Strong vendor partnerships and purchasing leverage
- Conservative fiscal oversight and disciplined cost controls
- The capacity to invest in staffing, training, and service innovation

This **stability** enables Pacific Dining to remain a dependable partner through enrollment variability, economic pressures, and evolving student expectations. The financial structure proposed for MiraCosta College reflects these same responsible standards and long-term operating principles.

### Oceanside Campus – P&L Accountability & Tiered Commission Return

Pacific Dining will operate the Oceanside Campus under a strict, site-specific **Profit & Loss model** to ensure disciplined financial stewardship, transparency, and long-term sustainability.

To align incentives and ensure MiraCosta Community College District directly benefits from program growth, Pacific Dining proposes an escalating commission structure based on annual Net Sales performance.

**Net Sales** are defined as all foodservice revenue generated through campus dining operations, including café and catering sales, less applicable sales tax.

Commissions apply only once annual Net Sales exceed **\$800,000.00**, ensuring baseline operational stability before commission obligations begin.

The Financial Model described herein does not change over the course of the contract and therefore covers the two-year period starting in Fall 2026.

See EXHIBIT D - COST FILE (BAFO)

## Proposed Commission Structure – Oceanside Campus

### Annual Net Sales Threshold Commission Rate Applied to Sales Above Threshold

\$800,001 – \$1,000,000	3%
\$1,000,001 – \$1,200,000	5%
\$1,200,001 – \$1,500,000	7%
Over \$1,500,000	10%

This tiered model provides increasing financial return to the College as participation grows, while supporting continued reinvestment into service quality, staffing, and student engagement.

### Commission Illustration

For example, if annual Net Sales total **\$1,300,000.00**, commission would be calculated as:

- 3% on \$200,000 (\$800K–\$1.0M) = **\$6,000.00**
- 5% on \$200,000 (\$1.0M–\$1.2M) = **\$10,000.00**
- 7% on \$100,000 (\$1.2M–\$1.3M) = **\$7,000.00**

**Total Annual Commission Payment: \$23,000.00**

### Reporting & Annual Reconciliation

Pacific Dining will ensure full financial transparency through:

- **Monthly financial and Net Sales reporting** submitted to the College
- An **annual commission reconciliation (“true-up”)** for the preceding fiscal year
- Annual true-up payment due no later than **August 1** each year

This structure ensures accountability, auditability, and predictable revenue return to MiraCosta Community College District.

### San Elijo Campus – Optional ONDO Marketplace Model

At the San Elijo Campus, Pacific Dining recognizes the planned café remodel and infrastructure enhancement project. In alignment with this capital improvement initiative, Pacific Dining proposes the optional integration of an **ONDO Smart Marketplace solution**, incorporated within the College’s remodel scope.

The ONDO marketplace would:

- Expand access beyond traditional operating hours
- Provide secure, self-service retail functionality
- Enhance convenience for commuter and evening populations
- Support participation growth through modern retail technology

To support daily stocking, replenishment logistics, quality oversight, and operational compliance, Pacific Dining proposes a **daily service fee of \$78 per day**.

**ONDO Marketplace** requires a minimum monthly commission of \$850.00. Commission is calculated as 25% of “net sales”. If commissions do not reach \$850.00, the District would be responsible for the delta. Each day, Pacific Dining will stock the ONDO Marketplace with hot and cold items, made exclusively at the Oceanside Campus kitchen.

Implementation of ONDO would occur **only at the discretion of MiraCosta College**. No capital investment, service fee obligation, or operational commitment would be initiated without formal District approval.

### **Community Learning Center (CLC) – Optional ONDO Locker Expansion**

For the Community Learning Center, Pacific Dining proposes ONDO smart lockers as an optional, scalable solution to provide secure and flexible food access.

If implemented, the CLC would operate under the same proposed **\$78 daily service fee** structure.

This enhancement would be deployed only upon District authorization, ensuring MiraCosta retains full control over financial and operational commitments.

### **Enhanced Retail & Vending Strategy – San Elijo & CLC**

To further expand service availability, improve convenience, and strengthen revenue opportunity at San Elijo and the CLC, Pacific Dining proposes a flexible, multi-option retail strategy.

### **Farmers Fridge – Fresh Automated Meal Access**

Pacific Dining proposes Farmers Fridge units to increase access to fresh, wellness-oriented meals with minimal staffing impact.

Under the Farmers Fridge subscription model:

- Weekly Net Sales above \$625 require no additional payment
- Weekly Net Sales below \$625 require payment of the delta
- Units are stocked weekly to the subscription tier level

This model provides predictable inventory, consistent product freshness, and expanded healthy access.

### **Traditional Snack & Beverage Vending**

For traditional vending, Pacific Dining proposes First Class Vending as a subcontractor partner:

- **30% commission** paid to the College on gross sales
- Full-service stocking, maintenance, reporting, and cashless technology included

Pacific Dining remains fully flexible should MiraCosta prefer to retain an existing vending provider or pursue an alternate contracting structure.

## **Additional Optional Enhancement – EveryTable Partnership**

Pacific Dining also offers an optional partnership with **EveryTable**, a California-based fresh meal provider with technology-enabled retail platforms appropriate for commuter and satellite campuses.

EveryTable solutions may include SmartFridge units providing:

- Fresh, chef-prepared grab-and-go meals
- Extended-hour or 24/7 access
- Scalable deployment without full kitchen staffing

If selected, Pacific Dining would coordinate and subcontract with EveryTable to ensure operational integration, financial accountability, and compliance with District standards.

This enhancement would be implemented **only upon MiraCosta College authorization**, with no obligation unless expressly approved by the District.

## **Proposal Sustainability & District Risk Protection**

Pacific Dining has intentionally structured this proposal to ensure:

- Financial sustainability at each campus location
- Minimal risk exposure to the District
- Scalable service aligned with demand and enrollment trends
- Predictable revenue return through tiered commissions and controlled service models
- Optional technology enhancements without mandatory capital commitments

## **Other Financial Considerations**

Consistent with our broader proposal, Pacific Dining includes:

- **Annual Student Scholarships** in the amount of \$500 per campus
- **In-Kind Catering Donation** in the amount of \$500 at the direction of student life for each campus
- **In-Kind Catering Donation** in the amount of \$500 at the direction of the President's office at each Campus
- **Student Discount Programs** to promote affordability and participation
- **Catering Discounts for Student Organizations**

These commitments reinforce our role as a long-term campus partner invested in student success.



# Financial Projection / Proposal for Two Years to Demonstrate Operations

Financial Projections Workbook

Location (current name): Oceanside Campus

Location (proposed name):

Supplier Name

### Operating Metrics

Use the table below to provide your operating metrics for each year.

	Year 1 FY2026-2027	Year 2 FY 2027-2028
Projected Average Daily Transactions	322	344
Meal Plan Participation		
Annual Operating Days	210	210
Projected Average Check	\$8.50	\$ 8.75

### Financial Projections

Use the tables below to provide your pro forma operating projections for each year.

Revenue (Net of Sales Tax)	FY2027	%	FY2028	%
Cash/ Credit	\$ 574,770.00	68.0%	\$ 632,247.00	68.0%
Employee Payments	\$ -	0.0%	\$ -	0.0%
Catering	\$ 270,000.00	32.0%	\$ 297,000.00	32.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Revenue:</b>	<b>\$ 844,770.00</b>	<b>100.0%</b>	<b>\$ 929,247.00</b>	<b>100.0%</b>

Cost of Goods Sold	FY2027	%	FY2028	%
Food & Beverage	\$ 264,413.00	31.3%	\$ 290,854.30	31.3%
Paper & Disposables	\$ 41,394.00	4.9%	\$ 45,533.40	4.9%
Volume Purchase Discount (reduction of cost, report as negative value)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Costs of Goods Sold:</b>	<b>\$ 305,807.00</b>	<b>36.2%</b>	<b>\$ 336,387.70</b>	<b>36.2%</b>

Labor Cost	FY2027	%	FY2028	%
Unit Management	\$ 97,440.00	11.5%	\$ 107,184.00	11.5%
Staff Wages	\$ 231,360.00	27.4%	\$ 254,496.00	27.4%
Student Staff Wages	\$ 20,160.00	2.4%	\$ 22,176.00	2.4%
Benefits & Taxes	\$ 31,000.00	3.7%	\$ 34,100.00	3.7%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Labor Cost:</b>	<b>\$ 379,960.00</b>	<b>45.0%</b>	<b>\$ 417,956.00</b>	<b>45.0%</b>

Operating Expenses	FY2027	%	FY2028	%
Brand Franchise, License, and Royalty Fees (if applicable, non-capitalized)	\$ -	0.0%	\$ -	0.0%
Business Insurance and Worker's Compensation	\$ 10,552.00	1.2%	\$ 11,607.20	1.2%
Cleaning Supplies and/ or Janitorial Costs	\$ 4,200.00	0.5%	\$ 4,620.00	0.5%
Laundry	\$ 2,520.00	0.3%	\$ 2,772.00	0.3%
Equipment Maintenance Repair	\$ -	0.0%	\$ -	0.0%
Grease Trap Maintenance and Grease Removal	\$ -	0.0%	\$ -	0.0%
Marketing	\$ 2,000.00	0.2%	\$ 2,200.00	0.2%
Merchant Processing Fees	\$ 7,392.00	0.9%	\$ 8,131.20	0.9%
Pest Control	\$ -	0.0%	\$ -	0.0%
Smallwares/ Small Equipment	\$ 1,500.00	0.2%	\$ 1,650.00	0.2%
Office Supplies	\$ 500.00	0.1%	\$ 550.00	0.1%
Technology Fees	\$ 2,400.00	0.3%	\$ 2,640.00	0.3%
Trash Removal	\$ -	0.0%	\$ -	0.0%
Utilities	\$ -	0.0%	\$ -	0.0%
Other (describe) Scholarships	\$ 1,500.00	0.2%	\$ 1,500.00	0.2%
Other (describe) In Kind Catering	\$ 3,000.00	0.4%	\$ 3,000.00	0.3%
Other (describe) Van Insurance	\$ 2,400.00	0.3%	\$ 2,640.00	0.3%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Operating Expenses:</b>	<b>\$ 37,964.00</b>	<b>4.5%</b>	<b>\$ 41,310.40</b>	<b>4.4%</b>

Fees	FY2027	%	FY2028	%
General Admin/ Support Fee (if applicable)	\$ 39,750.00	4.7%	\$ 39,750.00	4.3%
Investment Amortization	\$ 16,758.00	2.0%	\$ 16,758.00	1.8%
Investment Not Subject to Buyback (do not include In-Kind Contributions)	\$ -	0.0%	\$ -	0.0%
Start Up Costs (lump sum or amortized)	Included in Investment Amor	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Fees:</b>	<b>\$ 56,508.00</b>	<b>6.7%</b>	<b>\$ 56,508.00</b>	<b>6.1%</b>

Operating Profit/ (Loss):	FY2027	%	FY2028	%
	\$ 64,531.00	8%	\$ 77,084.90	8%

Use the lines below to provide explanations or notes, if needed:

5 year Amortization period









# 10. Financial Projections Workbook

## Financial Projections Workbook Instructions

Enter company name here:

Supplier Name
---------------

1	Complete each worksheet in this workbook based on your Financial Proposal and proposed food service offering. Leave worksheet tabs blank for services you are not proposing on.
2	Only enter information in cells shaded <b>blue</b> .
3	Do not enter information in cells shaded <b>gray</b> as they contain formulas and will affect the entire document.
4	Boxes that are blacked out indicate that no information is needed and should not be filled out.
5	Contact Leslie Gerretse (leslie@webbfd.com) from Webb Foodservice Design if you believe you have found a formula error.
6	Reminder that in addition to this Financial Projections Workbook, you must also submit a Financial Narrative in Section 10 of your proposal.
7	Please note some sheets have specific instructions to follow.

## Financial Projections Workbook Assumptions

Supplier Name
---------------

### Year 1 Revenue Assumptions

Use the sales history (found in section 8 of the RFP) and campus information (found in section 3 of the RFP) to provide Provider-derived revenue assumptions.

Please check the services included in your proposal.

#### Oceanside Campus

- Cafeteria services
- Catering

#### San Elijo College

- Enhanced vending

#### Community Learning Center

- Enhanced vending

### Programmatic Assumptions:

1	Provide financial projections for Year 1 & 2.
---	---

Provide a list with brief description of major assumptions used to create your financial proposal below:

1	Subcontractors will perform vending services at San Elijo and CLC Campus
2	Pacific Dining dining staff to perform ONDO services at San Elijo and CLC Campuses
3	Minimums for both Farmers Fridge and Every Table will be met at both San Elijo and CLC campuses
4	Projecting a 10% increase in year-over-year revenue at Oceanside Campus
5	
6	
7	
8	
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13	
14	
15	
16	
17	
18	
19	
20	

Financial Projections Workbook

Hours of Operation

Supplier Name

Instructions

Required hours of operation are provided for Required Services below. Proposers do not need to complete this tab.

Hours of Operation by Venue - Academic Year

Venue	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total # of Weekly Operating Hours
<b>Oceanside Campus</b>								
MiraCosta Café	7:30 AM - 4:00 PM	7:30 AM - 4:00 PM	7:30 AM - 4:00 PM	7:30 AM - 4:00 PM	7:30 AM - 2:00 PM	CLOSED	CLOSED	40.5
								REQUIRED HOURS
							Total:	40.5

Summer Operations

38 operating days

Transition & Start Up Costs

Supplier Name

Instructions

Provide information about any costs associated with the operational transition and start up costs. In Columns O & P, mark an "X" to represent who bears the cost.

Transition & Start Up Costs - Oceanside Campus				
Description	Cost \$ Amount	Supplier Cost	MiraCosta Cost	
1 POS Systems	\$ 5,790.00	x		
2 Menu Board Configuration and Setup	\$ 1,000.00	x		
3 Misc Office Supplies	\$ 500.00	x		
4 Misc Smallwares and equip	\$ 5,000.00	x		
5 Travel and Training	\$ 9,000.00	x		
6 Deep Clean	\$ 1,500.00	x		
7 Patch, repair, paint - cosmetic	\$ 9,000.00	x		
8 Reserve for unknown	\$ 10,000.00			
9				
10				
	<b>Total</b>			<b>\$ 41,790.00</b>

Transition & Start Up Costs - San Elijo Campus				
Description	Cost \$ Amount	Supplier Cost	MiraCosta Cost	
1 Equipment for enhanced vending options to be provided by subcontractors - zero cost to Mira Costa	\$ -	x		
2				
3				
4				
5				
6				
7				
8				
9				
10				
	<b>Total</b>			<b>\$ -</b>

Transition & Start Up Costs - Community Learning Center Campus				
Description	Cost \$ Amount	Supplier Cost	MiraCosta Cost	
1 Equipment for enhanced vending options be provided by subcontractors - zero cost to Mira Costa		x		
2				
3				
4				
5				
6				
7				
8				
9				
10				
	<b>Total</b>			<b>\$ -</b>

Capital Investments

Supplier Name

Itemize proposed capital investments in the appropriate tables below.

Funds Not Subject to Buyback

Description	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Start Up Expenses as detailed on Transitions Tab	\$ 41,790.00					\$ 41,790.00
Misc restatement of office equipment	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00
Misc repairs to PD owned equipment	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00
Misc restatement of kitchen smallwares	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
Catering Van - GMC	\$ 42,000.00					\$ 42,000.00
Catering Van - Renault	\$ 250.00	\$ 750.00	\$ 1,000.00	\$ 1,200.00		\$ 3,200.00
						\$ -
						\$ -
						\$ -
						\$ -
Total	\$ 83,790.00	\$ 3,250.00	\$ 3,750.00	\$ 4,000.00	\$ 4,200.00	\$ 88,990.00

Funds Subject to Buyback

Description	\$ Investment Amount	Amortized on Client Statement? (Yes/No)	Projected Disbursement Fiscal Year	Amortized State Date	Amortization End Date	# of Months Amortized	FY2027	FY2028	FY2029	FY2030	FY2031	Total
None												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
Total	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Supplier Name

Operating Metrics

Use the table below to provide your operating metrics for each year.

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Equipment Maintenance Repair	\$ -	0.0%	\$ -	0.0%
Grease Trap Maintenance and Grease Removal	\$ -	0.0%	\$ -	0.0%
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Smallwares/ Small Equipment	\$ 1,500.00	0.2%	\$ 1,650.00	0.2%
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Start Up Costs (lump sum or amortized)	Included in Investment Amor	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Fees:</b>	<b>\$ 56,508.00</b>	<b>6.7%</b>	<b>\$ 56,508.00</b>	<b>6.1%</b>

Operating Profit/ (Loss):	FY2027	%	FY2028	%
	\$ 64,531.00	8%	\$ 77,084.90	8%

Use the lines below to provide explanations or notes, if needed:

5 year Amortization period





Supplier Name

**Operating Metrics**

Use the table below to provide your operating metrics for each year.

	Year 1 FY2026-2027	Year 2 FY 2027-2028
Projected Average Daily Transactions		
Meal Plan Participation		
Annual Operating Days	210	210
Projected Average Check		

**Financial Projections**

Use the tables below to provide your pro forma operating projections for each year.

Revenue (Net of Sales Tax)	FY2027	%	FY2028	%
Cash/ Credit	\$ -	0.0%	\$ -	0.0%
Employee Payments	\$ -	0.0%	\$ -	0.0%
Catering	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Revenue:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Cost of Goods Sold	FY2027	%	FY2028	%
Food & Beverage	\$ -	0.0%	\$ -	0.0%
Paper & Disposables	\$ -	0.0%	\$ -	0.0%
Volume Purchase Discount (reduction of cost, report as negative value)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Costs of Goods Sold:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Labor Cost	FY2027	%	FY2028	%
Unit Management	\$ -	0.0%	\$ -	0.0%
Staff Wages	\$ -	0.0%	\$ -	0.0%
Student Staff Wages	\$ -	0.0%	\$ -	0.0%
Benefits & Taxes	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Labor Cost:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Operating Expenses	FY2027	%	FY2028	%
Brand Franchise, License, and Royalty Fees (if applicable, non-capitalized)	\$ -	0.0%	\$ -	0.0%
Business Insurance and Worker's Compensation	\$ -	0.0%	\$ -	0.0%
Cleaning Supplies and/ or Janitorial Costs	\$ -	0.0%	\$ -	0.0%
Laundry	\$ -	0.0%	\$ -	0.0%
Equipment Maintenance Repair	\$ -	0.0%	\$ -	0.0%
Grease Trap Maintenance and Grease Remove	\$ -	0.0%	\$ -	0.0%
Marketing	\$ -	0.0%	\$ -	0.0%
Merchant Processing Fees	\$ -	0.0%	\$ -	0.0%
Pest Control	\$ -	0.0%	\$ -	0.0%
Smallwares/ Small Equipment	\$ -	0.0%	\$ -	0.0%
Office Supplies	\$ -	0.0%	\$ -	0.0%
Technology Fees	\$ -	0.0%	\$ -	0.0%
Trash Removal	\$ -	0.0%	\$ -	0.0%
Utilities	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Operating Expenses:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Fees	FY2027	%	FY2028	%
General Admin/ Support Fee (if applicable)	\$ -	0.0%	\$ -	0.0%
Investment Amortization	\$ -	0.0%	\$ -	0.0%
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Start Up Costs (lump sum or amortized)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Fees:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Operating Profit/ (Loss):	FY2027	%	FY2028	%
	\$ -	0%	\$ -	0%

Use the lines below to provide explanations or notes, if needed:

Catering revenue from events held at CLC are included in Oceansides catering revenue
Assumption - Revenue from the optional enhanced vending ONDO, FARMER FRIDGE, EVERY TABLE meets or exceeds the minimum

Supplier Name

**Operating Metrics**

Use the table below to provide your operating metrics for each year.

	Year 1 FY2026-2027	Year 2 FY 2027-2028
Projected Average Daily Transactions		
Meal Plan Participation		
Annual Operating Days	210	210
Projected Average Check		

**Financial Projections**

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Catering	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Revenue:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Cost of Goods Sold	FY2027	%	FY2028	%
Food & Beverage	\$ -	0.0%	\$ -	0.0%
Paper & Disposables	\$ -	0.0%	\$ -	0.0%
Volume Purchase Discount (reduction of cost, report as negative value)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Costs of Goods Sold:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Labor Cost	FY2027	%	FY2028	%
Unit Management	\$ -	0.0%	\$ -	0.0%
Staff Wages	\$ -	0.0%	\$ -	0.0%
Student Staff Wages	\$ -	0.0%	\$ -	0.0%
Benefits & Taxes	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Labor Cost:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Operating Expenses	FY2027	%	FY2028	%
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Business Insurance and Worker's Compensation	\$ -	0.0%	\$ -	0.0%
Cleaning Supplies and/ or Janitorial Costs	\$ -	0.0%	\$ -	0.0%
Laundry	\$ -	0.0%	\$ -	0.0%
Equipment Maintenance Repair	\$ -	0.0%	\$ -	0.0%
Grease Trap Maintenance and Grease Removal	\$ -	0.0%	\$ -	0.0%
Marketing	\$ -	0.0%	\$ -	0.0%
Merchant Processing Fees	\$ -	0.0%	\$ -	0.0%
Post Cards	\$ -	0.0%	\$ -	0.0%
Smallwares/ Small Equipment	\$ -	0.0%	\$ -	0.0%
Office Supplies	\$ -	0.0%	\$ -	0.0%
Technology Fees	\$ -	0.0%	\$ -	0.0%
Trash Removal	\$ -	0.0%	\$ -	0.0%
Utilities	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Operating Expenses:</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

Fees	FY2027	%	FY2028	%
General Admin/ Support Fee (if applicable)	\$ -	0.0%	\$ -	0.0%
Investment Amortization	\$ -	0.0%	\$ -	0.0%
Investment Not Subject to Buyback (do not include In-Kind Contributions)	\$ -	0.0%	\$ -	0.0%
Start Up Costs (lump sum or amortized)	\$ -	0.0%	\$ -	0.0%
Other (describe) Vending Commissions	\$ 41,000.00	0.0%	\$ 45,000.00	0.0%
Other (describe)	\$ -	0.0%	\$ -	0.0%
<b>Total Fees:</b>	<b>\$ 41,000.00</b>	<b>0.0%</b>	<b>\$ 45,000.00</b>	<b>0.0%</b>

Operating Profit/ (Loss):	FY2027	%	FY2028	%
	\$ (41,000.00)	0%	\$ (45,000.00)	0%

Use the lines below to provide explanations or notes, if needed:

Per our financial proposal, commission rate remains at 30% on all vending revenue - to be paid to the directly to District by vending subcontractor
We will subcontract traditional vending to the District's preferred vendor or, the District is welcome to contract vending services directly with the company of its choice
Per instructions, the projected vending commissions are shown in line 75







# 11. Non-Collusion Affidavit



**PURCHASING &  
MATERIAL MANAGEMENT**

## **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

### **NON-COLLUSION AFFIDAVIT**

#### **TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

Richard McMahon, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** Pacific Dining - Food Service Management

BY *Richard McMahon* (Type or print complete legal name of Bidder)

**Name** Richard McMahon (Signature)

**Title** President (Type or print)

## 12. References



**PURCHASING &  
MATERIAL MANAGEMENT**

### **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

#### **REFERENCES**

**Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.**

<b>REFERENCE #1</b>	
NAME	Golden West College
ADDRESS	15744 Goldenwest St
CITY, STATE ZIP CODE	Huntington Beach, CA 92647
TELEPHONE #	office 714-895-8157 cell 714-686-1458
PRIMARY POINT OF CONTACT	Rick Hicks Vice President of Administration
DATES OF SERVICE	02/02/26 - current
APPROX. FTE*	12,796
<b>REFERENCE #2</b>	
NAME	Folsom College - Los Rios Community College District
ADDRESS	10 College Park Way
CITY, STATE, ZIP CODE	Folsom, CA 95630
TELEPHONE #	office 916-608-6555 cell 916-220-2198
PRIMARY POINT OF CONTACT	Dan McKechnie Vice President of Administration
DATES OF SERVICE	06/23 - current
APPROX. FTE*	9,239
<b>REFERENCE #3</b>	
NAME	Sacramento City College
ADDRESS	3835 Freeport Blvd
CITY, STATE, ZIP CODE	Sacramento, CA 95822
TELEPHONE #	office 916-558-2120
PRIMARY POINT OF CONTACT	Mitchell Campbell Vice President of Administrative Service
DATES OF SERVICE	06/23 - current
APPROX. FTE*	23,680

\*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

**(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)**

### 13. Agreement to Terms & Conditions



**PURCHASING &  
MATERIAL MANAGEMENT**

### **CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26**

#### **AGREEMENT TO TERMS AND CONDITIONS**

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with the Bidder's Proposal submission.

**NOTE:** Exceptions taken to terms and conditions may be a negative factor in the evaluation of the Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

X  Bidder **accepts** the form of Agreement **without exception**.

**OR**

     Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

**BIDDER** Pacific Dining - Food Service Management

BY Richard McMahon (Type or print complete legal name of Bidder)

**Name** Richard McMahon (Signature)

**Title** President (Type or print)



# 14. Dining Expectations Agreement



**PURCHASING &  
MATERIAL MANAGEMENT**

## CAFETERIA AND VENDING FOOD SERVICES, RFP #01-26

### FOOD AND BEVERAGE SERVICE EXPECTATIONS AGREEMENT FORM

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

Bidders are expected to have detailed plans and procedures for the following operational programs (no narrative or sample copies need to be included). Bidders should respond with confirmation or denial of their existence and their commitment to the continuous pursuit of excellence in the execution of these programs.

Expectation	Response Confirm/ Deny	Response Explanation
Professional and excellent communication with the MiraCosta Contract Administrator	Confirmed	Pacific Dining is committed to continuous excellence on this program
Sanitation and safety inspection procedures	Confirmed	" "
Food safety and quality assurance procedures	Confirmed	" "
Workplace safety and injury prevention program	Confirmed	" "
Standard operating procedures	Confirmed	" "
Staff onboarding processes	Confirmed	" "
Job aids to be used by staff	Confirmed	" "
Guest services program	Confirmed	" "
Emergency and business continuity plans	Confirmed	" "

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** Pacific Dining - Food Service Management \_\_\_\_\_

BY Richard McMahon (Type or print complete legal name of Bidder)  
\_\_\_\_\_  
(Signature)

**Name** Richard McMahon \_\_\_\_\_  
(Type or print)

**Title** President \_\_\_\_\_

## **SUMMARY**

Thank you for the opportunity to submit this proposal.

We hope that you will allow us to give a verbal presentation, and partner with us to prepare a best and final offer that meets the requirements of MiraCosta Community College District.

All of us at Pacific Dining are committed to providing the Campuses at MiraCosta Community College District with the finest food services available!



**EXHIBIT D – CONTRACTOR’S COST FILE (BAFO)**



MIRACOSTA COLLEGE – PURCHASING & MATERIAL MANAGEMENT

IN RESPONSE TO: REQUEST FOR PROPOSALS FOR CAFETERIA AND  
VENDING FOOD SERVICES RFP #01-26

BEST & FINAL OFFER





## **Best & Final Offer -Summary Letter-**

Pacific Dining gained valuable insight into the District's priorities during the Q&A session, and we have incorporated what we learned into our Best and Final Offer.

Specifically, a need for a **coffee program** at all three campuses, a solution to provide **meals after hours**, and a **restructured financial commitment to share revenue**.

Pacific Dining has refined its enhanced vending strategy to deliver **campus-specific solutions** that maximize access, improve student experience, and reduce or eliminate financial exposure to the District.

Pacific Dining is lowering the starting tier of the commission structure from \$800,001.00 to \$500,001.00.

An updated Financial Narrative that reflects the new campus specific solutions starts on page 5.

### **Oceanside Campus –**

Pacific Dining proposes expanding services at Oceanside. The program includes both traditional and technology-driven enhancements designed to increase participation and improve access to food throughout the day.

#### **Enhanced Program Includes:**

- Traditional vending as described in our proposal (beverage and snack)

#### **NEW - Accessible Dining Options:**

**Farmers Fridge** – addressing after hour need for student dining

- High quality **meals available 24/7**
- No start-up costs
- Minimum Weekly Sales requirement of \$625
- Serviced by Farmers Fridge - NO service fees

**and/or...**

**ONDO** – addressing after hour needs for student dining

- **Smart locker system**, stocked daily with fresh meals prepared by our partner **Everytable**, providing high-quality **after-hours dining options**
- High quality meals available 24/7
- There may be start-up costs to provide power at 220v
- Minimum Weekly Sales requirement of \$785.00
- Pacific Dining to service from the Oceanside Café, NO service fee

## NEW - Coffee Options:

**Crane Coffee Vending Machine**, providing a wide range of hot beverages using full-brew technology.

- Coffee and Espresso Beverages available 24/7
- Commissions paid to District on all sales 30%
- No start up or continuing costs
- Serviced by First Class Vending

or...

**Café X Robotic Coffee Kiosk**, addressing strong student demand for premium coffee beverages while operating without additional labor. This Kiosk would be located in the dining room at the Oceanside Campus to allow for access 24/7.

- Café X Robotic Coffee Kiosk (see attached photos).
- Espresso Bar Quality and Experience 24/7
- **Commissions** rate paid to College **30% on all sales**
- Start-up cost - investment by District approx. \$60,000
- Continuing Licensing, software and support costs - \$500 per month paid by Pacific Dining. Serviced by Pacific Dining.



or...

Should the District be interested in a construction project to build out a Branded Starbucks Oasis Coffee Bar or a Branded Starbucks: We Proudly Brew Coffee Cart, Pacific Dining has the experience in developing and operating those.

If the District is interested in this option, Pacific Dining would welcome the conversation and would support in helping design the space.



**Café X Robotic Coffee Kiosk**, addressing strong student demand for premium coffee beverages while operating without additional labor. This Kiosk would be located in the dining room at the Oceanside Campus to allow for access 24/7.

- Café X Robotic Coffee Kiosk (see attached photos).
- Espresso Bar Quality and Experience 24/7



## San Elijo Campus – Full Micro-Market Ecosystem

As part of the campus construction planning, Pacific Dining proposes a **layered and scalable micro-market solution**, anchored by traditional vending and expanded through multiple high-quality service enhancements.

### Enhanced Program Includes:

- **Traditional vending** as described in our proposal (beverage and snack)
- **ONDO smart lockers**, stocked daily with **Everytable** meals
- **Café X Robotic Coffee Kiosk** serviced daily to meet demand for espresso-based beverages
- **or, Crane Coffee Vending**
- **Farmer’s Fridge**, offering fresh salads, bowls, and healthy meal options

### Additional Recommended District-Funded Buildout Options to the Dining Room:

- **Hydration station**, promoting sustainability and student wellness
- **Cell phone / Laptop Charging station**, enhancing student convenience and dwell time
- **Microwave, Condiment and Utensil station**, improving usability of all offerings

Financial impact for each of the above enhancements (ONDO, Farmers Fridge, Robot Coffee Kiosk, Crane Coffee) are the same as put forth in the Oceanside Campus with the exception that if ONDO and/or Café X are selected there will be a daily service fee of \$78 charged to offset the cost to Pacific Dining to service the equipment. The fee is charged only on days service is rendered.





## Community Learning Center (CLC) – Right-Sized, No-Risk Model

Recognizing the smaller campus population, Pacific Dining proposes a **right-sized, efficient service model** that delivers strong food access while eliminating unnecessary cost burden.

### Program Includes:

- **Traditional vending** delivered by our subcontractor First Class Vending (snacks and beverages)
- **Crane Coffee Vending Machine**, providing a wide range of hot beverages using full-brew technology. Equipment and service provided by First Class Vending  
As shown in the *Crane Hot Drink Center materials*, the system delivers high-quality coffee with multiple drink selections and reliable automated service
- **Farmer’s Fridge**, offering fresh, ready-to-eat meals 24/7

### Financial Advantage:

- This configuration **removes the need for ONDO service costs at CLC**
- Provides a **cost-effective, self-sustaining solution**
- Maintains strong food and beverage access without introducing financial risk

## Updated Financial Narrative & Model

Pacific Dining remains fully confident in its ability to successfully operate the Oceanside Campus under a disciplined, site-specific **Profit & Loss model**, aligning performance with participation and long-term sustainability.

Our proposed, **revised and enhanced tiered commission structure** is intentionally designed to balance three critical objectives:

- **Financial sustainability of operations**
- **Consistent reinvestment into food quality, staffing, and service levels**
- **Protection of value and affordability for students**

In this **Best and Final Offer**, Pacific Dining has **revised its original commission structure**, sharing profits at a lower threshold to **strengthen our partnership** with MiraCosta Community College District. We firmly believe it represents the most **responsible and sustainable approach** for all stakeholders.

As revenue grows, the District directly benefits through increasing commission returns. This new structure ensures that success is shared while maintaining a strong operational foundation.

Based on our extensive experience operating community college dining programs, we have seen our competitor’s proposing commission structures that are often overly aggressive - either through elevated rates or prematurely low revenue thresholds, which can create unintended consequences, including:

- Reduced ability to provide quality food and service as promised,
- Operational strain that impacts consistency and guest experience,
- Upward pressure on menu pricing, ultimately affecting students.

Pacific Dining’s approach avoids these risks by ensuring that the program remains **financially stable, operationally strong, and value-driven** throughout the life of the agreement.

Our goal is not simply to maximize short-term returns, but to build a program that delivers **long-term success, strong participation, and sustained financial benefit to the District.**

### Commission Structure – Oceanside Campus

In calculating Net Sales, all revenue generated from Pacific Dining operations—less applicable sales tax—is included. This encompasses café operations at Oceanside, as well as catering services across all three campuses.

Pacific Dining proposes the following tiered commission structure:

Annual Net Sales	Commission Rate (Applied Incrementally)
\$ <b>500,001</b> – \$1,000,000	3%
\$1,000,001 – \$1,200,000	5%
\$1,200,001 – \$1,500,000	7%
Over \$1,500,000	10%

This structure ensures that as participation and revenue increase, the District receives progressively greater financial return while maintaining a stable and sustainable operating model.

### Robotic Coffee (Optional Enhancement):

Should the District elect to implement robotic coffee kiosks, Pacific Dining proposes a **30% commission on net sales**, creating an additional revenue stream to the District.

### Commission Structure – San Elijo Campus

- Catering revenue generated at San Elijo is included in the overall Net Sales calculation tied to the Oceanside commission structure
- Traditional vending services will provide a **30% commission to the District**, calculated on total sales less applicable sales tax and transaction fees

### Commission Structure – Community Learning Center (CLC)

- Catering revenue generated at the CLC is included in the overall Net Sales calculation
- Traditional vending services will provide a **30% commission to the District**, calculated on total sales less applicable sales tax and transaction fees

### Vending Commission & Pricing Strategy

Pacific Dining has worked closely with its vending partner, First Class Vending, to evaluate and confirm the proposed **30% commission structure.**



This commission level is supported by a pricing model that ensures:

- Competitive pricing aligned with or below National Convenience Store benchmarks
- Strong participation and consistent sales volume
- Maximized long-term commission revenue to the District

Based on this analysis, increasing the commission rate beyond 30% would require corresponding increases in vending pricing. In a campus environment, this creates two key challenges:

- Higher prices may reduce student participation and shift purchases to alternative campus or off-campus options
- Reduced volume can ultimately result in lower overall commission revenue to the District

First Class Vending's approach prioritizes **balanced pricing and participation**, ensuring that commission returns are driven by sustained sales volume rather than short-term price increases.

Additionally, First Class Vending has committed to working collaboratively with Pacific Dining and the District within the first 30 days of operations to:

- Evaluate optimal machine placement across all campuses
- Identify opportunities for additional equipment and expanded product offerings
- Increase accessibility and convenience for students and staff

This proactive approach is designed to **increase overall vending sales and maximize commission revenue** to the District over time.

### **Capital Investments & Other Financial Considerations**

Pacific Dining is committed to making targeted investments to support the successful launch and ongoing operation of the MiraCosta dining program. These investments are designed to enhance service delivery, operational readiness, and overall guest experience.

#### **Startup & Operational Investments:**

**POS Systems:** \$5,790

**Menu Board Configuration & Setup:** \$1,000

**Miscellaneous Office Supplies:** \$500

**Smallwares & Equipment:** \$5,000

**Travel & Training:** \$9,000

**Deep Cleaning:** \$1,500

**Patch, Repair & Cosmetic Improvements:** \$9,000

**Reserve for Unknown / Contingency:** \$10,000

**Subtotal (Startup Investment): \$41,790**

#### **Additional Capital Investments:**

**Catering Van:** \$42,000

Dedicated to supporting District-wide catering operations across all campuses

**Digital Video Monitor (1 new at Oceanside): \$1,000**

Used for menu display, marketing, and program communication

**Total (Startup & Capital Investments First Year): \$84,790**

## **Investment Summary:**

These combined investments represent Pacific Dining's commitment to:

- Delivering a **high-quality program launch from day one**
- Ensuring **operational readiness and consistency**
- Supporting **efficient catering and multi-campus service**

Pacific Dining's investment approach reflects a long-term commitment to building a sustainable, high-performing dining program for MiraCosta Community College District.

## **Other Financial Considerations:**

Consistent with our broader proposal, Pacific Dining includes the following financial and programmatic contributions:

- **Annual Student Scholarships:** \$500 per campus
- **Annual In-Kind Catering Donation (Student Life):** \$500 per campus
- **Annual In-Kind Catering Donation (President's Office):** \$500 per campus
- **Student Discount Programs** to promote affordability and increase participation
- **Catering Discounts for Student Organizations**

These commitments reflect Pacific Dining's role as a long-term campus partner, supporting student success through:

- Direct financial contributions
- Enhanced access to affordable dining options

Pacific Dining's approach is designed to deliver meaningful value-plus operations - contributing to the overall student experience and building participation, while maintaining a financially responsible and sustainable program.

**Even though this is a best and final, Pacific Dining looks forward to meeting with the District and discussing the overall dining program, in an effort to fine-tune and improve it collaboratively over the term of the contract.**



## Solicitation Detail

Title Cafeteriaand VendingFood Services  
 Invitation# RFP #01-26  
 SolicitationPosting 01/05/202611:58AM (PST)  
 Date  
 Stage Award Pending  
 SubmissionDue Date 02/18/202611:00AM (PST)  
 SubmissionFormat Electroniconly  
 Link to Solicitation <https://vendors.planetbidscom/portals/47167/bo/bo-detail/135532>  
 ReferenceID

SolicitationType RFP (Request for Proposal)  
 Response Types Response File

1. Cover Letter/Executive Summary(required)
2. Company Informationand SignatoryPage (required)
3. Copy of ApplicableCA Licenses (required)
4. Concept of Services/Program Description(required)
5. Staffingand TrainingPlan (required)
6. StaffingProposal Workbook(Excel) (required)
6. StaffingProposal Workbook(PDF) (required)
7. Sanitation, Safety& QualityAssurance(required)
8. Food and Beverage ServicesFacilities, Equipment& Technology(required)
9. FinancialNarrative(required)
10. FinancialProjectionsWorkbook(Excel) (required)
10. FinancialProjectionsWorkbook(PDF) (required)
11. Non-CollusionAffidavit(required)
12. References(required)
13. Agreementto Terms & Conditions(required)
14. Dining ExpectationsAgreementForm (required)

Optional/Misc. Attachments

Type of Award Lump Sum  
 Categories 454210 - VendingMachine Operators  
 722310 - Food Service Contractors  
 722311 - Food Service/Catering

License Requirements

Restriction None  
 RestrictedTo

Department Purchasing  
 Address 1 Barnarddrive  
 Oceanside, California  
 92056  
 County San Diego

SolicitationValid  
 LiquidatedDamages  
 TargetBid Amount  
 EstimatedAward  
 Value  
 StartDeliveryDate  
 SolicitationDuration

PrevailingWage No  
 CooperativeBid No  
 Piggy-backable No  
 eBid Notes

## Bid Bond

Bid Bond 0%  
 Payment Bond 0%  
 PerformanceBond 0%

## Pre-Bid Meeting Information

Pre-Bid Meeting Yes - Mandatory  
 Pre-Bid MeetingDate 01/22/2026 10:00 AM (PST)  
 Pre-Bid Meeting Location Mandatory job walks at three campuses (see Bid Documents for details)

## Online Q&A

Online Q&A Yes  
 Q&A Deadline 01/30/2026 4:00 PM (PST)

## Contact Information

ContactInfo Mina Hernandez 760-795-6797  
 minahernandez@miracosta.edu  
 Submissions to  
 Owner's Agent

## Description

Scope of Services See Bid Documents  
 Other Details  
 Notes  
 Special Notices  
 Local Programs &  
 Policies

## Documents

File Title	File Name	Status
Updated Financial Projections Workbook	FinancialProjectionsWorkbook(UPDATED -2.3.26).xlsx	On Server
Financial Projections Workbook	FinancialProjectionsWorkbook(Final-12.29.25).xlsx	Recalled
Staffing Projections Workbook	StaffingProposal Workbook(Final-12.29.25).xlsx	On Server
Bid Documents	Cafeteria Vending Food Services RFP No. 1-26 (Bid Documents).pdf	On Server
Addendum 1 - Updated Job Walk	RFP 01-26 Cafeteria Food Services Addendum 1 .pdf	On Server
Legal Ad	Legal ad proof.pdf	On Server
Affidavit for Legal Ad	Legal Ad-Affidavit.pdf	On Server
Job walk sign-in and Agenda	Agenda and sign-in sheet 1-22-26.pdf	On Server
List of Traditional Vending Machines	MiraCosta_Traditional Vending Machines Data.pdf	On Server
Download Cost	\$0.00	

## Prospective Bidders

### 28 Prospective Bidders

Vendor	Contact	Vendor Type	Mtg	Status	Classification
AlliedSolutions(3107081) 300 Veterans Way Carmel, Indiana 46032 United States	Contact Jason Collier Phone: 877-328-4432 Fax: Email: contracts@alliedsolutionenterpriseom		no	Bidder	Prime
BalancedBitesCafe, LLC (3113558) 30650 Rancho California Rd Temecula, California 92591 United States	Contact Shawn Fludd Phone: 951-326-4202 Fax: Email: megan@balancedbitescafes.com	CAU, FEM	no	Bidder	Prime
Canteen (3106847) 1491 Poinsettia ave ste 138 vista, California 92081 United States	Contact alishiazaldivar Phone: 619-527-1900 Fax: Email: alishiazaldivar@compass-usa.com	MALE, DTSe	yes	Bidder	Prime
Core-Mark US, LLC (3108408) 1500 Solana Blvd Suite 3400 Westlake, Texas 76262 United States	Contact Jorge Parra Phone: 858-414-2431 Fax: Email: jorge.parra@pfgc.com		no	Bidder	Supplier
CulinArtGroup (3113141 ) 6 International Drive Rye Brook, New York 10573 United States	Contact James Pond Phone: 516-578-1868 Fax: Email: jpond@culinartin.com		yes	Bidder	Prime
Duke McGinnis Consulting(3111412 ) 3 Flower Lane, Valley Cottage NY 12018 newyork, California 12018 United States	Contact Duke McGinnis Phone: 201-360-1113 Fax: Email: dukemcginnis9@gmail.com		no	Bidder	Subcontractor
Encore Division Inc. (3106786) 5001 pacific blvd vernon, California 90058 United States	Contact Jonathan Saghian Phone: 310-413-3238 Fax: Email: john@loyalvending.com	OTH, MALE	no	Bidder	Prime
Epicurean Group LLC (3115053) 111 Main Street Suite 3 Los Altos, California 94022 United States	Contact Paul Pierce Phone: 310-980-1789 Fax: Email: paul@epicurean-group.com	OTH	no	Bidder	Prime
Everytable PBC (3113818) 18901 Railroad St City of Industry California 91748 United States	Contact Robert Dooley Phone: 165-130-8404 Fax: Email: bobdooley@everytable.com		yes	Bidder	Prime

Floral Park Consulting LLC (3107278) 30, Irving Ave Floral Park, New York 11001 United States	Contact Jack Brownes Phone: 8200122199 Fax: Email: jackbrownes32@gmail.com		no	Bidder	Other
Genuine Foods (3119344) 228 Park Ave. S PMB # 69981 New York, New York 10003 United States	Contact Susan Smith Phone: 601-503-3936 Fax: Email: susan.smith@genuinefoods.com	CAU, MALE	yes	Non-Bidder, receive communications	Prime
GovGuide (3109174) 1916 N Dinwiddie St Arlington, Virginia 22207 United States	Contact Connor Fusselman Phone: 407-619-6738 Fax: Email: rfp@yourgovguide.com		no	Bidder	Other
GRAH Investments LLC (3118643) 9 Cheshire Ct LAGUNA NIGUEL, California 92677 United States	Contact Rajiv Paul Phone: 949-424-4882 Fax: Email: rajiv@fresh-squeezed.com	VSBE, ASI, MALE	no	Bidder	Prime
HEALTHY STATIONS VENDING, LLC (3111348) 1800 KNIGHTS FERRY DR Chula Vista, California 91913 United States	Contact Chad David Borrowman Phone: 619-947-4190 Fax: Email: healthystationsvending@outlook.com	CAU, MALE	no	Bidder	Prime
HZIP LLC (3124252) 218 SW 1st Ave ESTATE WEALTH Dania, Florida 33004 United States	Contact LINA BRIGHT Phone: 904-982-0037 Fax: Email: linabright201@gmail.com		no	Bidder	Prime
InstaChef (3109978) 17981 Sky Park Circle Suite J IRVINE, California 92614 United States	Contact Brent Landon Omeste Phone: 714-785-2875 Fax: Email: brent@instachef247.com		yes	Bidder	Prime
Integrated Support Solutions (3110775) 18034 Ventura Blvd. PMB 1011 Encino, Colorado 91316 United States	Contact Jim Flinn Phone: 858-335-6555 Fax: Email: jflinn@e-issi.com	WBE	yes	Bidder	Prime
Latin and Asian Hospitality Group - Samuel and Lucas Food Trucks Co. (3111514) 1402 Camden Ave Campbell, California 95008 United States	Contact Roddy K Diaz Galarza Phone: 415-583-3130 Fax: Email: events@latin-asian-fusion.com	HIS, DTSg	no	Bidder	Prime
Luxuria Fx LLC (3106950) 3410 La Sierra Ave Suite F551 Riverside, California 92503 United States	Contact Theron Laudermill III Phone: 951-413-4840 Fax: Email: theron@luxuriafx.com	AFR, MALE	yes	Bidder	Prime



OutlookManagementServicesDBA NationalVending(3114517) 8040UniversityBlvd Des Moines, Iowa 50306 UnitedStates	Contact AkshitSarda Phone: 954-366-9518 Fax: Email: asarda@nationalvending.com	WBE	no	Bidder	Prime
PacificDining Food Service Management (3107229) PO Box 6789 San Mateo, California 94403 UnitedStates	Contact Richard McMahon Phone: 408-406-8487 Fax: Email: rick@pacifiedining.com		yes	Bidder	Prime
PFD Management Inc (3109739) PO BOX 14303 Irvine, California 92623 UnitedStates	Contact Eric Pak Phone: 949-800-7720 Fax: Email: pfdmanagementin@gmail.com	ASI, MALE	yes	Bidder	Prime
Primo Nosh Hospitality LLC (3106758) Po Box 5475 Pasadena, California 91117 UnitedStates	Contact Victor Vargas Phone: 714-605-7463 Fax: Email: chefvargas@yahoo.com	HIS, MALE	yes	Bidder	Subcontractor
Sodexo (3112733) 915 Meeting Street Pike & Rose North Bethesda, California 20852 UnitedStates	Contact Pamela Ortega Phone: 301-390-5142 Fax: Email: pamelortegacacere@sodexo.com		no	Bidder	Prime
Sodexo America LLC (3106769) 915 Meeting Street, 15th Floor, 915 Meeting St North Bethesda, Maryland 20878 UnitedStates	Contact Sodexo Sodexo Phone: 130-198-7400 Fax: Email: educationsalesusa@sodexo.com	DTS, DTSg	no	Bidder	Supplier
Thomas Cuisine (3110451) 700 E Franklin Meridian, Idaho 83642 UnitedStates	Contact Gloria Korpus Phone: 810-650-8952 Fax: Email: gkorpus@thomascuisine.com	DTS, FEM	yes	Bidder	Prime
Thomas Cuisine (3111940) 700 East Franklin Rd Meridian, Idaho 83642 UnitedStates	Contact Shannon D'Errico Phone: 773-732-4346 Fax: Email: sderrico@thomascuisine.com		yes	Bidder	Prime
Top N Catering LLC (3106802) 6190 Fairmount Ave Suite G San Diego, California 92020 UnitedStates	Contact Casey-Leigh Turner Phone: 619-985-6680 Fax: Email: casey-leigh@topncatering.com	WBE	yes	Bidder	Prime

## Addenda

Jan 13, 2026 1 Addendum1 - updatedJob Walk

Please be advised that Addendum #1 has been issued for RFP #01-26, modifying the sequence and times for the mandatory job walks scheduled for Thursday, January 22, 2026. See Addendum #1 attached. The revised schedule is as follows:

10:00 AM: San Elijo Campus (Building 900)

11:30 AM: Community Learning Center (Building 300) – [Time Change]

1:00 PM: Oceanside Main Campus (Building T570) – [Time Change]

Bidders must attend all three (3) job walks to be deemed responsive.

RFP 01-26 CafeteriaFood ServicesAddendum1.pdf

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Feb 04, 2026 2 Addendum#2

See attached Addendum #2. Key modifications: While traditional vending across all campuses was not included in the original scope, the District is now open to receiving proposals for these services. See the Answer to Question 1 for details and instructions.

Mandatory Updated Financial Projections Workbook: The District has provided a Financial Projections Workbook (UPDATED-2.3.26). All proposers must use this updated version for their financial submissions.

Addendum2\_RFP 01-26 CafeteriaFood Services.pdf  
FinancialProjectionsWorkbook(UPDATED-2.3.26).xlsx  
MiraCosta\_TraditionaVendingMachinesData.pdf

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Feb 05, 2026 3 Addendum#3 RFP 01-26 Cafeteriaand VendingFood Services

Please see the attached Addendum #3 that provides a correction to a typographical error in Addendum #2.

RFP 01-26 CafeteriaFood ServicesAddendum3.pdf

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Feb 05, 2026 4 Addendum#4

Addendum #4 is issued to correct a typographical error on the document issued in Addendum #3. It was incorrectly issued on the PDF as Addendum #2. Please see the attached corrected document.

RFP 01-26 CafeteriaFood ServicesAddendum3.pdf

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## Awards

Award Status Award Pending  
Award Date 04/14/2026  
Type of Award Lump Sum

Item #	Item Description	UOM	QTY	Included in Award
1	Cafeteria and Vending Food Services	Complete Project	1	

## MiraCosta Community College District Item Report

**Item:** VIII.N.

**Meeting Date:** May 14, 2026

**Subject:** Approve Asphalt and Roadways Replacement Project at Oceanside Campus

**Category:** Consent Items

**Institutional Goal Supported:** Goal 4

**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** None

### **Background:**

This infrastructure project addresses the critical need for the repair and replacement of asphalt across Oceanside's main campus. The scope of work is specifically defined by Volume I ("Asphalt and Roadways") of the long-term facilities planning documents. These upgrades are essential to maintaining safe 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 for this project include demolition, overlay, slurry seal, re-asphalt, and restriping on Barnard Drive, Track Road, Glaser Road Entrance, and Parking Lot 4C. The project has a total estimated budget of \$3,991,721.00. District staff and the Program Management Office (PMO) have identified Measure MM Bond interest as the funding source for this 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 Policy 6330.

### **Recommended Action:**

Approve the Oceanside Campus Asphalt Repair and Replacement project and the associated budget of \$3,991,721.00.



## MiraCosta Community College District Item Report

**Item:** VIII.O.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Approve Classroom Technology Upgrades and Refresh Project for Oceanside Campus Project
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 3
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	None

### **Background:**

Information Technology Services (ITS) conducts ongoing technology refresh and modernization efforts to support instructional programs, student services, and district-wide operations. These efforts include the scheduled replacement of end-user computing devices, classroom audiovisual systems, and related furnishings, fixtures, and equipment (FF&E).

The Classroom Technology Upgrades and Refresh Project is included in the district's Measure MM project scope and supports long-term facilities planning priorities, including modernization and student service improvements.

The project is aligned with the district's Facilities Futures Plan and addresses aging infrastructure to ensure compatibility with instructional software, administrative systems, and cybersecurity requirements. This item represents the formal establishment of the project scope and budget to allow the district to proceed with implementation.

### **Status:**

Major work items for the project include district-wide computer replacements, classroom audiovisual equipment upgrades and replacements, and acquisition of classroom FF&E associated with instructional technology improvements. Specific scopes of work will be prioritized based on equipment age, operational need, and coordination with other campus modernization activities.

The proposed total project budget is \$7,367,412.00, with funding identified within

Measure MM Bond interest funds.

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 Board Policy 6330.

**Recommended Action:**

Approve the Classroom Technology Upgrades and Refresh for Oceanside Campus Project with a total budget of \$7,367,412.00.

## MiraCosta Community College District Item Report

**Item:** VIII.P.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Approve Renewal of Cisco SMARTnet Subscription, Technical Support Services, and Maintenance
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 4
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	<ol style="list-style-type: none"><li>1. Renewal-Miracosta Community College District-Cisco FY27-DUE v1 4-20-26</li><li>2. Renewal-Miracosta Community College District-Cisco FY27-Consol v4 4-20-26</li></ol>

### **Background:**

The district relies on a secure and stable network infrastructure to support instructional delivery, administrative operations, and district-wide connectivity. Maintaining manufacturer-supported equipment is critical to ensuring system reliability, minimizing downtime, and reducing exposure to operational and cybersecurity risks. In accordance with Board Policy 6330, the district routinely renews Cisco SMARTnet support services to maintain comprehensive coverage. These services provide essential access to technical assistance, software updates, and hardware replacement for both existing and newly deployed equipment.

### **Status:**

California Public Contract Code section 20652 allows public agencies to utilize competitively awarded contracts established by other public agencies, commonly referred to as “piggybacking,” when the original solicitation complies with statutory bidding requirements and the resulting pricing and terms are determined to be in the best interest of the district.

The district has identified the use of the Cisco NASPO ValuePoint Data Communications Master Agreement (Master Agreement #AR3227) and the State of California Participating Addendum (PA #7-20-70-47-01) for Cisco SMARTnet support services. The district will procure these services through ePlus, an authorized Cisco

reseller, in alignment with the terms and conditions of the cooperative agreements.

The total cost for Cisco SMARTnet support services, including technical support, software updates, and hardware replacement coverage for the district's network infrastructure equipment, is \$139,366.01 for fiscal year 2026–2027.

Funding for this purchase has been identified in the ITS Network and Infrastructure budget.

**Recommended Action:**

Approve renewal of contract for Cisco SMARTnet support services with ePlus in the amount of \$139,366.01 utilizing the Cisco NASPO ValuePoint Data Communications Master Agreement (Master Agreement #AR3227) and the State of California Participating Addendum (PA #7-20-70-47-01).





This quote is pursuant to Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California PA # 7-20-70-47-01.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

ePlus Quote #: 23508190  
 Quote Expiration: 1-May-26  
 Part #: CON-1-352269057  
 Description: Cisco Support Renewal  
 Customer Price: \$13,505.71  
 Count of Assets Reaching EOS: #NAME?

ePlus Renewals POC

Matt Granatella  
 (703) 984-8409

Product Number	Product Description	Architecture	Serial Number	Instance ID	Parent Instance ID	Major/Minor	Qty	Service Level	SKU	Contract Number	Start Date	End Date	LDOS	Customer Name	Customer Address	Customer Price
C3300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	#N/A	FVH2818L42T	5913034005	5913034005	Major	1	SW - STD NO RMA	CON-SW-C9300UX4	206129609	01-May-2026	30-Jun-2027		MIRACOSTA COLLEGE	320 N HORNE ST, OCEANSIDE, CA, 92054, US	\$878.75
C3300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	#N/A	FVH2909L724	6000345590	6000345590	Major	1	SW - STD NO RMA	CON-SW-C9300UX4	206129609	01-May-2026	30-Jun-2027		MIRACOSTA COLLEGE	320 N HORNE ST, OCEANSIDE, CA, 92054, US	\$878.75
C3300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	#N/A	FVH2909L78D	6000345608	6000345608	Major	1	SW - STD NO RMA	CON-SW-C9300UX4	206129609	01-May-2026	30-Jun-2027		MIRACOSTA COLLEGE	320 N HORNE ST, OCEANSIDE, CA, 92054, US	\$878.75
C3300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	#N/A	FVH2909L79H	6000345610	6000345610	Major	1	SW - STD NO RMA	CON-SW-C9300UX4	206129609	01-May-2026	30-Jun-2027		MIRACOSTA COLLEGE	320 N HORNE ST, OCEANSIDE, CA, 92054, US	\$878.75
DNA-AIR-EDU-RENEW	DNA SUBSCRIPTION RENEW - EDU WIRELESS	#N/A				Major	25	SSTC - Software Subscriptions	AIR-DNA-TRK-1Y	204846318	29-Mar-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$0.00
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	#N/A		5781099960		Minor	25	SSTC - Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	EDU-DNA-A-1R	204846318	29-Mar-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$6,223.49
DNA-AIR-EDU-RENEW	DNA SUBSCRIPTION RENEW - EDU WIRELESS	#N/A				Major	2	SSTC - Software Subscriptions	AIR-DNA-TRK-1Y	204846318	01-Apr-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$0.00
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	#N/A		5782852693		Minor	2	SSTC - Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	EDU-DNA-A-1R	204846318	01-Apr-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$494.63
DNA-AIR-EDU-RENEW	DNA SUBSCRIPTION RENEW - EDU WIRELESS	#N/A				Major	14	SSTC - Software Subscriptions	AIR-DNA-TRK-1Y	204846318	26-Apr-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$0.00
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	#N/A		5790572324		Minor	14	SSTC - Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	EDU-DNA-A-1R	204846318	26-Apr-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$3,172.60
<b>Total(s)</b>																<b>\$13,505.71</b>



Product Number	Product Description	Architecture	Serial Number	Instance ID	Parent Instance ID	Major/Minor	Qty	Service Level	SKU	Contract Number	Start Date	End Date	LDOS	Customer Name	Customer Address	Customer Price
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	#N/A		5861386301		Minor	15	SSTC - Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	EDU-DNA-A-1M	204846318	06-Dec-2026	30-Jun-2027		MIRACOSTA COMMUNITY COLLEGE DISTRICT	1 BARNARD DR, BLDG 6100, OCEANSIDE, CA, 92056-3899, US	\$1,684.35
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	#N/A		5794042891		Minor	3	SSTC - Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	EDU-DNA-A-1R	204846318	08-May-2026	30-Jun-2027		MIRACOSTA COLLEGE	1 BARNARD DR, OCEANSIDE, CA, 92056, US	\$681.75
<b>Total(5)</b>																<b>\$125,860.30</b>

## MiraCosta Community College District Item Report

**Item:** VIII.Q.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Award Contract for RFP #02-26 Janitorial Service CLC & TCI to CCS Facility
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 1 Goal 2
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	<ol style="list-style-type: none"><li>1. RFP 02-26 CCS Agreement</li><li>2. RFP 02-26 Janitorial Services - CLC and TCI Bid Documents (FINAL)</li><li>3. SolicitationSummary138273</li></ol>

### **Background:**

Historically, the district has contracted for custodial services at the Community Learning Center (CLC) and Technology Career Institute (TCI) to ensure consistent service levels and operational efficiency. These campuses require reliable janitorial services to support daily operations and maintain district standards for cleanliness, safety, and overall facility condition, including routine and specialized services.

In accordance with Administrative Procedure 6430 Bids and Contracts, the district issued Request for Proposals (RFP) No. 02-26 to solicit qualified vendors to provide comprehensive janitorial services to support the ongoing requirement to maintain district facilities at the highest standards to support instructional programs and student services.

### **Status:**

The Purchasing department issued RFP No. 02-26, which was publicly advertised in the San Diego Union-Tribune on February 16 and 23, 2026. RFP documents were distributed to 91 prospective vendors through the district's PlanetBids portal, and eight responsive proposals were received by the March 19, 2026, deadline.

An evaluation committee, comprised of the director of facilities, the custodial supervisor, deans and executive directors from the CLC and TCI, and purchasing staff, conducted a



comprehensive review and ranking of the submittals. Following initial evaluation results, four (4) firms were invited to formal interviews: ABM Educational Services, Aztec Landscaping, CCS Facility Services, and Coast 2 Coast Preservations, Inc.

Following the evaluation and interview process, the committee recommends awarding a three-year agreement, with two optional one-year extensions, to CCS Facility Services beginning July 1, 2026. Their proposal provided the best value and greatest overall advantage to the district through competitive pricing, innovative technology tracking tools and service-oriented approach.

CCS Facility Services' total annual base cost includes the monthly service costs shown in the pricing tables below.

<b>CLC Building</b>	<b>Total Sq Footage</b>	<b>Cost Per Square Foot</b>	<b>Total Monthly Cost</b>
Building 100	31,098	\$0.1510	\$4,697.00
Building 200	7,680	\$0.1681	\$1,291.00
Building 300	9,910	\$0.1630	\$1,616.00

<b>TCI Building</b>	<b>Total Sq Footage</b>	<b>Cost Per Square Foot</b>	<b>Total Monthly Cost</b>
Complete Building	21,175	\$0.1677	\$3,551.00

Additional "as-needed" services will be provided on a per-unit basis, as outlined below, and billed separately.

<b>Additional Services</b>	<b>UOM</b>	<b>Amount</b>
Carpet Cleaning	Per sq. ft.	\$0.14
Ceramic Floor Tile Scrubbing	Per sq. ft.	\$0.25
Additional Janitorial Staff	Per hour	\$35.00

Annual pricing is anticipated to increase between 3% and 5% for subsequent years, and \$10,000 for additional services has been included in the annual not-to-exceed amounts outlined below:

Year 1: \$143,860.00

Year 2: \$150,553.00

Year 3: \$157,581.00

The total not-to-exceed amount for the initial three-year term is \$451,994, with funding identified in the TCI General Maintenance Fund and the Facilities General Fund. Should the district wish to exercise the two (2) one-year terms, each renewal will be presented to the board for approval in accordance with Administrative Procedure 6340.

**Recommended Action:**

Award contract for RFP No. 02-26, Janitorial Services at the Community Learning Center (CLC) and Technology Career Institute (TCI), to CCS Facility Services for a total contract amount not to exceed \$421,993.65 for the initial three-year term.



This Services Agreement (“Agreement”) is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California (“District”), and **CCS Facility Services** (“Contractor”). District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

**WHEREAS**, the District advertised a formal bid, Janitorial Service – CLC & TCI RFP # 02-26; and

**WHEREAS**, Contractor warrants and represents to District that Contractor has provided a responsive proposal and has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services defined in the RFP, and in any/all of the Addendums and is properly licensed and/or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

**WHEREAS**, the District desires to engage Contractor for the purpose of performing the Services described in the RFP and in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

**1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth the RFP, in any/all of the Addendums, this Agreement, and in the attached Exhibits, which is fully incorporated into this Agreement by this reference (collectively “Services”). Any conflicts, discrepancies, or ambiguities shall be interpreted in favor of, and governed by, the RFP and this Agreement. Contractor agrees to perform the Services consistently with the professional skill and care of Contractor’s profession and in compliance with all applicable laws and regulations. All of Contractor’s activities will be at its own risk, and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor’s employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor’s employees, agents, consultants, or subcontractors from the District’s facilities upon the District’s instruction, as determined by the District in its sole discretion, for any or no reason. The Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services without incurring additional costs to the District or extending the Contractor’s time.

**2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to delay the purpose of this Agreement unreasonably. Contractor shall promptly notify the District of any expected delay in the performance of Services.

**3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

**4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit B.

**5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force at all times and throughout the term of this Agreement, all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

**6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold Indemnitees (as defined in Section 15 below) harmless from any tax consequences.

**7. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

**8. Tariff-Related Cost Adjustments.** If, after execution and approval of this Agreement by the District's Board of Trustees, the federal government executes and implements a tariff that results in an overall increase in the Contractor's cost of performance under this Agreement, the Contractor may submit a written request for a temporary price adjustment for the actual cost increase for the District's approval. The request must include specific identification of the applicable tariffs, verifiable documentation of the alleged actual cost impact directly attributable to those tariffs, and itemized calculations demonstrating the alleged increase. The District, at its sole discretion, may approve such a temporary price adjustment only if: (1) the aforementioned required documentation supports the requested temporary price adjustment; (2) the increase exceeds fifteen percent (15%) of the affected contract item's value; (3) the Contractor incurs this cost increase after the Agreement amount is established by the Contractor and approved by the District; (4) the cost increase is not the result of the failure of the Contractor to meet an obligation under the Agreement including, but not limited to, timely ordering and procurement of goods and materials; (5) the Contractor provides documents to show it made reasonable efforts to obtain the materials subject to tariffs from other sources including domestic sources or other sources not subject to tariffs, and that there are no equivalent materials that are not subject to tariffs; and (6) the cost increase could not have been avoided through placing an order for materials and/or commodities at an earlier point in time after award of the Agreement to the Contractor. Any approved temporary price adjustment shall be subject to quarterly review by the District and must be reversed retroactively if the tariffs are later reduced, rescinded, or eliminated. The Contractor shall notify the District within seven (7) business days of any such change and adjust pricing accordingly. The District reserves the right to audit all related documentation. If the District's quarterly review and/or audit discloses overcharges by the Contractor, the amount of the overcharges and actual cost of the District's audit shall be reimbursed to the District by the Contractor either directly or via a deduction of the Agreement amount. This provision does not permit



recovery of general cost escalations unrelated to tariffs and requires the Contractor to exercise commercially reasonable efforts to mitigate such impacts.

**9. Travel Expenses.** All travel, lodging, and meal per diem expenses in connection with the Agreement for which the Contractor may claim reimbursement under the terms of the Agreement must be approved in writing by the District before incurring any expenses. It will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursement rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

**10. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore, not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

**11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements related to health and safety. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To

the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold Indemnitees (as defined in Section 15 below) harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's protocols while at any of the District's property locations.

**12. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. The District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or before the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor's or District's funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

**13. Ownership of Work Product.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium. All Work Product shall be delivered to the District upon termination of this Agreement, including termination as set forth in Section 12 above.

**14. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

**15. Indemnification and Hold Harmless.** To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers (collectively, "Indemnitees") harmless against any and all liability arising from:

- a. **Workers' Compensation and Employers Liability.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subconsultant's employees arising out of Contractor's Services or work under this Agreement; and

- b. **General Liability.** Liability for claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property (collectively, "Claim"), arising from, founded upon, or in connection with the Contractor's Services or work under this Agreement, except for liability resulting from the sole negligence, willful misconduct, or unlawful acts of Indemnitees; and
- c. **Duty to Defend and Indemnify.** Contractor, at its own expense, cost, and risk, shall defend and indemnify any and all Claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees arising from, founded upon, or in connection with any Claims and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof.
- d. The provisions of this Section 15 shall survive the termination or expiration of this Agreement.

**16. Insurance.** Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")

Attention: Justin Crast, Risk Manager

1 Barnard Drive



Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

**17. Confidential Information.** Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control including, but not limited to, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District in writing if it becomes aware of any possible unauthorized disclosure or use of any Confidential Information. Contractor shall fully indemnify, defend, and hold all Indemnitees harmless from any Claims arising from or related to the Contractor's failure to comply with the requirements set forth in this Section. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

**18. Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

**19. Complaints and Investigations.** Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.





**20. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

**21. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

**22. Advertising.** Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

**23. Notice.** All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or email, addressed as follows:

**For District:**

Mina Hernandez  
Director, Purchasing, Contracts & Material Management  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**For Contractor:**

Contact information as referenced in Exhibit A

Any notice personally given or sent by email is effective upon written confirmation of receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

**24. Non-Waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.



**26. Conflict of Interest and Prohibited Interests.** The Contractor represents and warrants that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement, and that no person having any such interest shall be employed by the Contractor. Neither the Contractor, nor any of its officers, employees, agents, consultants, contractors or subcontractors, shall now or hereafter have any conflict of interest pursuant to Government Code section 1090 or the California Political Reform Act (i.e., Government Code section 87100 et seq.). The Contractor's representations pursuant to this Section shall survive termination of this Agreement. The District reserves the right to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate the Contractor for cause if any such conflict is discovered.

**27. Governing Law.** This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

**28. Force Majeure.** Contractor may be excused from performance during the time and to the extent it is prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, or other reasonably unforeseen events that are outside of the Contractor's reasonable control as determined by the District, when satisfactory evidence thereof is presented by the Contractor to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during the District's determination of a force majeure event. The Contractor shall not be entitled to any additional costs or fees during a force majeure event, but the Contractor shall be granted a non-compensable extension of time.

**29. Disputes.** Except in the event of the District's failure to make approved and undisputed payments to Contractor in accordance with this Agreement, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

**30. Mediation; Arbitration.** The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain



certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys’ fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys’ fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

**31. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

**32. Entire Agreement.** This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions this Agreement shall govern and prevail.

**33. Recitals.** The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

**34. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**35. Authority.** Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the first set forth above.

**“DISTRICT”**  
**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**“CONTRACTOR”**  
**CCS FACILITY SERVICES**

**Signature:** \_\_\_\_\_

**Name:** Elba Gomez

**Title:** Vice President, Administrative Services

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Katrina Neal

**Title:** Business Development Manager: Education & Strategic Accounts

**Date:** \_\_\_\_\_



**EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION**

**Contractor:**

CCS Facility Services  
Katrina Neal  
7330 Engineer Road  
San Diego, CA 92111  
720-908-2048  
kneal@ccsbts.com

**District Point of Contact:**

Roger Waller  
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056  
760-7995-6574  
rwaller@miracosta.edu

**Agreement Period:**

Start Date: 7/1/2026  
End Date: 6/30/2029

**Scope of Work - Description of Services and Deliverables:**

See Janitorial Service – CLC & TCI RFP # 02-26 and Exhibit B – Contractor’s Proposal

**Rate and Method of Payment:**

See Exhibit C – Contractor’s Cost File

**Payment and Compensation Terms:**

**Invoices.** Contractor will submit monthly invoices to District’s Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District’s receipt of the invoice from the Contractor.

**Additional Services.** The Parties agree the District will not pay Contractor for any additional services performed without the District’s prior written approval for those additional services.





**EXHIBIT B – CONTRACTOR’S PROPOSAL**



# Company Information & Signatory Page



PURCHASING & MATERIAL MANAGEMENT

Janitorial Services – CLC & TCI  
RFP 02-26

## COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: CCS Facility Services

Business Address: 7330 Engineer Road, San Diego, CA 92111

Name of Primary Point of Contact (POC) for RFP: Katrina Neal

POC's Direct Telephone Number: 720.908.2048 Fax: \_\_\_\_\_

POC's Email: [kneal@ccsbts.com](mailto:kneal@ccsbts.com) Website: [www.ccsbts.com](http://www.ccsbts.com)

Type of Firm:  Corporation  LLC  Proprietorship  Partnership  Joint Venture  
 If other, please describe: \_\_\_\_\_

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): B2021006464 – City of San Diego

Number of years in business under firm name: 38 years

Number of years as a provider of this type services: 38 years

Number of years as a provider of services: 38 years

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

<u>Name:</u>	<u>Title:</u>
<u>Troy Coker</u>	<u>President, CEO</u>
<u>Rob Carlson</u>	<u>CFO</u>
_____	_____

Has the firm changed its name within the past 3 years?  YES  NO  
If YES, provide former name(s): \_\_\_\_\_

Have there been any recent (within the last three years) changes in control/ownership of the firm?  
 YES  NO If YES, explain: \_\_\_\_\_

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?  
 YES  NO If YES, explain: \_\_\_\_\_

State your firm's gross revenues for each of the last three years:

Current Year: 271 million (2024)

Last Year: 240 million (2023)

Year before last: 217 million (2022)

Our 2025 data is not yet available, so we provided our numbers from our last three full years. We continue to grow year after year in gross revenue.



# Company Information & Signatory Page



**PURCHASING & MATERIAL MANAGEMENT**

**Janitorial Services – CLC & TCI  
RFP 02-26**

Has your firm ever reorganized under the protection of bankruptcy laws?  YES  NO

If YES, please enter date of reorganization: \_\_\_\_\_

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm’s ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

CCS Facility Services confirms that the firm and the principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency. There are no conditions that will affect our ability to perform contractually. We have never filed for bankruptcy and there are no legal or financial circumstances that will affect our performance on your campus.

**Certifications:**

Small Business Enterprise (SBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Minority-Owned Business Enterprise (MBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_


Woman-Owned Business Enterprise (WBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Disabled Veteran Business Enterprise (DVBE) Certifying Agency: \_\_\_\_\_  
Certification Number: \_\_\_\_\_

Other Business Enterprise: \_\_\_\_\_  
Certifying Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

We are a privately held corporation with long standing history as a very stable and financially healthy company that is well capitalized and continuously invests in our employees, equipment, technology, and infrastructure, growing organically year after year.

Name and title of person responsible for submission of this Proposal and the responses to this questionnaire:

Signature:  Date: 3.13.26

Print Name and Title: Ryan Bunn, Vice President

Phone: 310.299.6698 Email: [rbunn@ccsbts.com](mailto:rbunn@ccsbts.com)

# Cost File



**PURCHASING &  
MATERIAL MANAGEMENT**

## Janitorial Services – CLC & TCI RFP 02-26

### COST FILE

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The undersigned proposes and agrees to perform the services, including, without limitation, providing and furnishing any and all of the labor, materials, tools, and equipment necessary to perform all obligations under the bid documents and to complete the services required for the sum and lead time as shown:

CLC Building	Total Sq Footage	Cost Per Square Foot	Total Monthly Cost
Building 100	31,098	\$ \$0.1541	\$ \$4,792
Building 200	7,680	\$ \$0.1715	\$ \$1,317
Building 300	9,910	\$ \$0.1663	\$ \$1,648

TCI Building	Total Sq Footage	Cost Per Square Foot	Total Monthly Cost
Complete Building	21,175	\$ \$0.1711	\$ \$3,623

Additional "as needed" services will be provided for the per square foot cost of:

Additional Services	UOM	Amount
Carpet Cleaning	Per sq. ft.	\$ \$0.14
Ceramic Floor Tile Scrubbing	Per sq. ft.	\$ \$0.25
Additional Janitorial Staff	Per Hour	\$ \$35.00

\*overtime rates subject to adjust

**Cost File Requirements:** Bidders are required to complete and submit the District's Cost File form as the official format for presenting their proposed fee arrangement. The submission shall identify a "not-to-exceed" fixed fee that incorporates all costs associated with providing the Services.

In addition, the Cost File must expressly disclose all anticipated miscellaneous fees and expenses related to the Services and any other charges the Bidder expects to bill. The District requires that all such fees be identified in advance; undisclosed fees will not be honored. Bidders may also provide a supplemental Fee Schedule for clarity, provided it is submitted in conjunction with the required Cost File.



# Cost File



**PURCHASING & MATERIAL MANAGEMENT**

## Janitorial Services – CLC & TCI RFP 02-26

**Pricing Assumptions and Exclusions:** Clearly state any assumptions made in developing the Cost File, as well as any exclusions or additional fees that may be incurred.

The monthly costs provided includes all costs associated with the requested services in this RFP and SOW including equipment, management, supervision, etc. These costs are guaranteed for the 2026-2027 fiscal year.


**Pricing Guarantees and Flexibility:** The Bidder shall guarantee pricing for the Duration of the Agreement, and no additional fees shall be incurred during this period.  Yes  No These costs are guaranteed for the 2026-2027 fiscal year, but typically there is a 3% yearly increase for contracts of this length.

**NOTICE: If a Bidder fails to submit a Cost File that addresses all the components in the Scope of Work, the District may deem the Proposal non-responsive and reject it.**

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** CCS Facility Services, San Diego – Inc.

(Type or print complete legal name of Bidder)

**BY** 

(Signature)

**Name** Ryan Bunn

(Type or print)

**Title** Vice President

# Non-Collusion Affidavit



**PURCHASING &  
MATERIAL MANAGEMENT**

**Janitorial Services – CLC & TCI  
RFP 02-26**

## NON-COLLUSION AFFIDAVIT


### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSALS

Ryan Bunn, being first duly sworn, deposes and says that he or she is Vice President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**BIDDER** CCS Facility Services, San Diego - Inc.

(Type or print complete legal name of Bidder)

**BY** 

(Signature)

**Name** Ryan Bunn

(Type or print)

**Title** Vice President

# References



**PURCHASING &  
MATERIAL MANAGEMENT**

**Janitorial Services – CLC & TCI  
RFP 02-26**

## REFERENCES

Bidder shall provide a minimum of three (3) Customer References with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	West Coast University
ADDRESS	151 Innovation Drive
CITY, STATE ZIP CODE	Irvine, CA 92617
TELEPHONE #	(949) 735 - 9203
PRIMARY POINT OF CONTACT	Michael Tong – Director of Facilities **He recently left this position, and they haven't
DATES OF SERVICE	June 2007 – Present filled the replacement yet, but he can speak on the
APPROX. FTES	30 FTES relationship and services of nearly 20 years as he was there for the duration of the time serviced.
REFERENCE #2	
NAME	Woodbury University
ADDRESS	7500 N. Glenoaks Blvd.
CITY, STATE, ZIP CODE	Burbank, CA 91504
TELEPHONE #	(818) 468 - 8315   <a href="mailto:jay.cano@woodbury.edu">jay.cano@woodbury.edu</a>
PRIMARY POINT OF CONTACT	Jay Cano – Facilities Manager
DATES OF SERVICE	July 2020 – Present
APPROX. FTES	6 FTES
REFERENCE #3	
NAME	Gateway Seminary
ADDRESS	3210 E. Guasti Rd.
CITY, STATE, ZIP CODE	Ontario, CA 91761
TELEPHONE #	(909) 987 - 1555   <a href="mailto:daniellekelly@gs.edu">daniellekelly@gs.edu</a>
PRIMARY POINT OF CONTACT	Danielle Kelley – Facilities Services
DATES OF SERVICE	February 2023 – Present
APPROX. FTES	3 FTES

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

# Customer Testimonial



CCS Facility Services provides exceptional frontline workers that have enabled us to have the **safest environment possible** for our students and associates.



# Customer Testimonial



CCS Facility Services delivers **very good service**. Their employees are dedicated and committed to our campus.

# Customer Testimonial



CALIFORNIA STATE UNIVERSITY  
**BAKERSFIELD**™



CCS Facility Services consistently delivers outstanding service! With **quality employees and excellent management**, they are a true partner we can rely on.

# Customer Experience In Their Own Words

“

The service is **always on point**, and it shows in the cleanliness of the building day in and day out.

“

Response from the Branch Manager is within minutes. **Great communication, great partnership.**

“

Great communication. **Amazing customer support.** Always available. Provide last-minute emergency support. **Lifting maintenance standards.** Quality employees. Great management.

“

CCS Facility Services is **collaborative, flexible, knowledgeable,** & provides excellent communication. I'm very grateful to have them as a partner in this adventure.

“

Very **reliable, professional, and great** customer care.

“

We have experienced a **big improvement** over our last vendor. The level of service exceeds our expectations.

“

If we ever have an issue with cleaning, it is always taken care of immediately. They are **reliable and always follow through** on requests made and never have to be asked twice to correct anything.

“

Your team consistently demonstrates a **high level of reliability**, which significantly contributes to our team's success.

“

CCS Facility Services does an **outstanding job** here.

“

CCS Facility Services goes **above and beyond** to make sure our campus looks great.







**EXHIBIT C – CONTRACTOR’S COST FILE**

**From:** Katrina Neal <[kneal@ccsbts.com](mailto:kneal@ccsbts.com)>  
**Sent:** Wednesday, April 15, 2026 4:55 PM  
**To:** BB Boynton <[bboynton@miracosta.edu](mailto:bboynton@miracosta.edu)>  
**Cc:** Kim Simonds <[ksimonds@miracosta.edu](mailto:ksimonds@miracosta.edu)>  
**Subject:** Re: RFP 02-26 Janitorial Services CLC & TCI (BAFO)

Hi BB,

Thank you for the opportunity to submit our Best and Final Offer for RFP #02-26. We appreciate the continued engagement with the Evaluation Committee and the professional dialogue throughout this process.

Following your request, we conducted a thorough review of our program, staffing approach, and cost structure to identify any opportunities to optimize pricing without compromising the quality and consistency of service. While we put our best foot forward in our initial proposal, we were able to refine our approach and are pleased to offer a 2% reduction as part of our BAFO.

In addition to the pricing adjustment, we would also highlight a potential opportunity for further cost savings through our national purchasing agreements with Waxie and other key suppliers. These partnerships allow us to leverage our overall buying power across our organization, which can translate into reduced costs for supplies and consumables over the course of the contract.

Please see below for our updated pricing tables:

**ORIGINAL BID**

CLC Building	Total Sq Footage	Cost Per Square Foot	Total Monthly Cost
Building 100	31,098	\$ 0.1541	\$ 4,792
Building 200	7,680	\$ 0.1715	\$ 1,317
Building 300	9,910	\$ 0.1663	\$ 1,648

TCI Building	Total Sq Footage	Cost Per Square Foot	Total Monthly Cost
Complete Building	21,175	\$ 0.1711	\$ 3,623

<b>Total Monthly Expense</b>	<b>\$ 11,380</b>
------------------------------	------------------

**BEST AND FINAL BID**

CLC Building	Total Sq Footage	Cost Per Square Foot	Total Monthly Cost
Building 100	31,098	\$ 0.1510	\$ 4,697
Building 200	7,680	\$ 0.1681	\$ 1,291
Building 300	9,910	\$ 0.1630	\$ 1,616

TCI Building	Total Sq Footage	Cost Per Square Foot	Total Monthly Cost
Complete Building	21,175	\$ 0.1677	\$ 3,551

<b>Total Monthly Expense</b>	<b>\$ 11,155</b>
------------------------------	------------------



We would welcome the opportunity to walk through our approach and pricing in detail to ensure full alignment and answer any questions. We recognize the importance of this decision and remain confident in our ability to deliver the highest level of service and overall value to the MiraCosta.

Thank you again for your consideration.



**KATRINA NEAL**

**BUSINESS DEVELOPMENT MANAGER**

**EDUCATION & STRATEGIC ACCOUNTS**

Cell [720.908.2048](tel:720.908.2048)

[kneal@ccsbts.com](mailto:kneal@ccsbts.com)

[CCSBTS.COM](http://CCSBTS.COM)

 connect with us





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## Solicitation Detail

Title JanitorialServices- CLC & TCI  
Invitation# 02-26  
SolicitationPosting 02/16/2026 7:00 AM (PST)  
Date  
Stage Closed  
SubmissionDue Date 03/19/2026 11:00 AM (PDT)  
SubmissionFormat Electronically  
Link to Solicitation <https://vendors.planetbids.com/portal/47167/bo/bo-detail/138273>  
Reference ID

SolicitationType RFP (Request for Proposal)  
Response Types Cost File  
Company Information and Signatory Page (required)  
Non-Collusion Affidavit (required)  
References (required)  
Agreement to Terms and Conditions (required)  
Optional Materials

Type of Award Lump Sum  
Categories 561720 - Janitorial Services  
License Requirements

Restriction None  
Restricted To

Department Purchasing  
Address 1 Barnard drive  
Oceanside, California  
92056  
County San Diego

Solicitation Valid  
Liquidated Damages  
Target Bid Amount  
Estimated Award Value  
Start Delivery Date 7/1/2026  
Solicitation Duration  
Prevailing Wage No  
Cooperative Bid No  
Piggy-backable No  
eBid Notes

## Bid Bond

Bid Bond 0%  
Payment Bond 0%  
Performance Bond 0%

## Pre-Bid Meeting Information

Pre-Bid Meeting Yes - Mandatory  
Pre-Bid Meeting Date 02/24/2026 12:00 PM (PST)

Pre-Bid Meeting Mandatory Job walks at 2 campuses (see Bid Documents for details)

Location

## Online Q&A

Online Q&A Yes  
 Q&A Deadline 03/02/2026 4:00 PM (PST)

## Contact Information

ContactInfo BB Boynton 760-795-6792  
 bboynton@miracostaedu  
 Submissions to  
 Owner's Agent

## Description

Scope of Services  
 Other Details  
 Notes  
 Special Notices  
 Local Programs &  
 Policies

## Documents

File Title	File Name	Status
Addendum2	Addendum2 RFP 02-26.pdf	On Server
Addendum1	Addendum1 RFP 02-26.pdf	On Server
Bid Documents	RFP 02-26 JanitorialServices - CLC and TCI Bid Documents(FINAL).pdf	On Server
Drawings- CLC 100 Room Schedule	MCC-CLC-100-RS - Room Schedulepdf	On Server
Drawings- CLC 200	MCC-CLC-200 - Floor Plan.pdf	On Server
Drawings- CLC 200 Room Schedule	MCC-CLC-200-RS - Room Schedulepdf	On Server
Drawings- CLC 300	MCC-CLC-300 - Floor Plan.pdf	On Server
Drawings- CLC 300 Room Schedule	MCC-CLC-300RS - Room Schedulepdf	On Server
Drawings- CLC	MCC-CLC-C - Floor Plan - Room Schedulepdf	On Server
Drawings- TCI	MCC - TCI - 1 - FLOOR PLAN.pdf	On Server
Drawings- TCI Room Schedule	MCC - TCI - RS - ROOM SCHEDULE.pdf	On Server
Drawings- CLC 100	MCC-CLC-100 - Floor Plan.pdf	On Server
Legal Ad	LegalAffidavitRFP 02-26.pdf	Recalled
Jobwalk Sign In Sheets	RFP 02-26 JanitorialServiceCLC and TCI Jobwalk Sign in sheets.pdf	On Server
Legal Affidavit	column_affidavit_YHrn1mOPyfC0EEUlluUk.pdf	On Server
Download Cost	\$0.00	



## Vendor Notification

MiraCostaCommunity 91 vendors notified  
College District  
Vendor List

02/16/2026 7:00 AM (PST) 77 vendors notified

using Criteria Category  
561720 - Janitorial Services

4 Elements Distribution Group (1555732) 23 Corporate Plaza 150 Newport Beach, California 92660 United States	Contact Bridget H Phone: 949-449-0336 Fax: Email: info@4elementsdc.com	MBE, WBE, DBE, DGS, VSBE, MICRO, FSD, AFR, FEM
A Better View Exterior Cleaning Specialists (962519) 5128 Dailey Ct La Mesa, California 91942 United States	Contact Crystal Zumbado Phone: 619-254-9296 Fax: Email: Abetterview@live.com	MBE, WBE, FEM, VSBE, OTH
A1 Financial Services LLC (1406348) 2556 Los Cabos Dr Moreno Valley, California 92551 United States	Contact sky mccloud Phone: 323-928-1492 Fax: Email: brittanyskymccloud@a1financialservicesllc.com	FSD, DGS, AFR, FEM
ABM (996386) One Liberty Plaza New York, New York 10006 United States	Contact Leslee Jones Phone: 602-245-6947 Fax: Email: Leslee.Jones@abm.com	
Advanced Solar Cleaning LLC (962660) 12234 A Avenue Lakeside, California 92040 United States	Contact Will Phone: 619-246-2844 Fax: Email: info@advSolarClean.com	
Aiden's Quality Painting Inc (1244892) 1400 Coleman Ave G24 Santa Clara, California 95050 United States	Contact Jinn Lee Phone: 408-763-2789 Fax: Email: jinn@aidensqualitypainting.com	
All Sources All Products LLC (1529373) 1220 Rosecrans Street #820 San Diego, California 92106 United States	Contact Rita Patel Phone: 707-481-7417 Fax: Email: rita@allsourcesallproducts.com	
Allied Universal Janitorial Services (1569969) 450 Exchange 9258081009 Irvine, California 92602 United States	Contact Randy Martin Phone: 925-808-1009 Fax: Email: randy.martin@aus.com	

<p>America's Janitorial Service (962875) 1185 Camino del Sol San Marcos, California 92069 United States</p>	<p>Contact Wendy J. Esparza Phone: 760-473-9069 Fax: Email: wendy@americasjanitorial.com</p>	<p>FEM, HIS</p>
<p>Aramco, Inc. d/b/a Empire Cleaning Supply (1068368) 11020 Bloomfield Ave. Santa Fe Springs, California 90670 United States</p>	<p>Contact Marcus Solorzano Phone: 323-248-7754 Fax: 323-248-7760 Email: msolorzano@aramco.com</p>	<p>MALE, CAU</p>
<p>Aria Commercial Cleaning Services (1468768) 11823 Slauson Ave suite 27 Santa Fe Springs, California 90670 United States</p>	<p>Contact Ignacio Alvestegui Phone: 562-273-0334 Fax: Email: contact@ariacleaningservices.com</p>	<p>DGS, DBE, MICRO, MBE, CADIR, HIS, MALE</p>
<p>Arya Staffing Services Inc (1186170) 1526 Brookhollow Ste 83 Santa Ana, California 92705 United States</p>	<p>Contact mynor lima Phone: 951-532-9817 Fax: Email: mynor@psstaff.com</p>	
<p>Awn Guard (1623304) PO Box 547 San Luis Rey, California 92068 United States</p>	<p>Contact Dawn Wood Phone: 760-435-1367 Fax: Email: dawn@awn-guard.com</p>	<p>DBE, VSBE, MICRO, CAU, FEM, DGS</p>
<p>Aztec Landscaping Inc. (999814) 7980 Lemon Grove Way Lemon Grove, California 91945 United States</p>	<p>Contact Rocio Alcala Phone: 619-464-3303 Fax: 619-460-1106 Email: janderson@azteclandscaping.com</p>	<p>CADIR, MALE, HIS</p>
<p>Aztec Services Inc. (978906) 7958 Lemon Grove Way Lemon Grove, California 91945 United States</p>	<p>Contact Ramon E. Aguilar Phone: 800-527-9010 ext. 706 Fax: 800-527-9010 Email: rayjr@aztecservicesinc.com</p>	<p>MBE, DGS, MICRO, VSBE, MALE, HIS</p>
<p>Betco Corp (1068863) 400 Van Camp Rd Bowling Green, Ohio 43402 United States</p>	<p>Contact Travis May Phone: 419-725-3699 Fax: Email: businessdevelopment@betco.com</p>	
<p>Biohazard Sanitation and Restoration Inc. (967464) 7717 Via Vivaldi San Diego, California 92127 United States</p>	<p>Contact Rene Flohr Phone: 858-261-4527 Fax: Email: RENE@BIOONEPOWAY.COM</p>	<p>CADIR, DGS, VSBE, MICRO, CAU, MALE</p>
<p>Brady Industries of California (1338769) 7055 S Lindell Rd Las Vegas, Nevada 89118 United States</p>	<p>Contact Toni Dunger Phone: 209-523-3002 Fax: Email: bids@bradyindustries.com</p>	

BuildingMaintenanceServicesInc (1127700) 4270S. K. St Tulare, California93274 UnitedStates	Contact NelidaCastaneda Phone: 5596852407 Fax: Email: buildingmaintenancesvc195@gmailcom	FEM, HIS
Californiacleaningsolutions(962404) P.O. Box 1733 Vista, California92083 UnitedStates	Contact Rosa lopez Phone: 760-470-4088 Fax: Email: spnohccs@icloudcom	MBE
CALIFORNIA CLEANING SUPPLIES CORP (1443211) 7440SCOUT AVE BELL GARDENS, California90201 UnitedStates	Contact AndrewShin Phone: 714-357-6700 Fax: Email: sales@californiacleaningsuppliescom	
CCS Facilities(1467902) 3001 Red HillAve 9492448682 Costa Mesa, California92626 UnitedStates	Contact Jesse Lewis Phone: 949-244-8682 Fax: Email: rfp@ccsbtscom	
CCS FacilityServices(1733961) 7330Engineer Rd San Diego, California92111 UnitedStates	Contact KatrinaNeal Phone: 720-908-2048 Fax: Email: kneal@ccsbtscom	
CertifiedCleaningPros LLC (962872) 4059Oceanside Blvd SuiteD Oceanside, California92056 UnitedStates	Contact Paul King Phone: 888-909-0077 Fax: Email: info@certifiedcleaningproscom	AFR, MALE
City Wide FacilitySolutions(1732928) 8902ActivityRoad SuiteA San Diego, California92126 UnitedStates	Contact Wesley Farrell Phone: 185-873-3702 Fax: Email: wesley.farrel@gocitywidecom	
City Wide FacilitySolutionsof San Diego (1119741 ) 4849Ronson Ct. #104 San Diego, California92111 UnitedStates	Contact Juli Harris Phone: 858-505-0202 Fax: Email: jharris@gocitywidecom	
Clark Construction(1005714) 18201 Von Karman Avenue #800 Irvine, California92612 UnitedStates	Contact AngelineBenitez Phone: 818-284-1796 Fax: Email: socialmarketing@clarkconstructioncom	
Coast 2 Coast PreservationsInc. (1710653) 601 W. County Line Rd UnitA Calimesa, California92320 UnitedStates	Contact Roland Cordero Phone: 818-306-7666 Fax: Email: bid@diversejanitoriabom	DBE, MBE, CADIR, OTH, MALE

DedicatedCorporateSolutionsof CA (1343205) 119 E. Saint Joseph Street Arcadia, California91006 UnitedStates	Contact Suzanne Boyd Phone: 310-729-6056 Fax: 866-377-2281 Email: sboyd@dcsocacom	MBE, AFR, DTSg
DexterraServicesLLC (1526196) 4925GreenvilleAvenue, Suite200, #404 Dallas, Texas 75206 UnitedStates	Contact Ian Hodge Phone: 888-820-0388 Fax: Email: ian.hodge@dexterracom	
Diamond EnvironmentalServicesLP (962795) 807E MissionRd San Marcos, California92069 UnitedStates	Contact Tanno Gomolka Phone: 760-744-7191 ext 1136 Fax: Email: tannog@diamondprovidescom	CADIR, DTSe, DTSg
ExecutiveFacilitiesServices, Inc. (996337) 6865Weaver St Riverside, California92504 UnitedStates	Contact RJ Storm-Larsen Phone: 805-705-4195 Fax: Email: rjstormlarsen@execservicesbiz	
FERGUSON (1340868) 2750s Towne Ave Pomona, California91766 UnitedStates	Contact Troy Lewallen Phone: 520-940-5886 Fax: Email: TROY.LEWALLEN@FERGUSON.COM	
Final Cleaning Solutions, Inc. (963632) 13630 Clark Ave. Bellflower, California90706 UnitedStates	Contact Anacani Torres Phone: 562-879-1583 Fax: Email: estimating@finalcleaningsolutionsinc.com	CADIR, MBE, WBE, DBE, DGS, FEM, HIS
FrontlineFacilitySolutionsLLC (1719893) 11786 Hi Ridge Rd Lakeside, California92040 UnitedStates	Contact Timothy Stone Phone: 161-987-5999 Fax: Email: tim@frontlinefacilitysolutions.com	DGS, DVBE, DBE, FSD, MICRO, MBE, CADIR, VSBE, HIS, MALE
HHS (1118240) 9934E. NatalAve. Mesa, Arizona 85209 UnitedStates	Contact Robert Dilger Phone: 480-556-1388 Fax: Email: rdilge@hhs1.com	
IndustrialJanitor Service(1125119 ) 221 N. San Dimas Avenue Suite217 San Dimas, California91773 UnitedStates	Contact April Webster Phone: 909-305-5911 Fax: Email: april@ijscleancom	WBE, FEM, CAU
JaniExpress (962779) P.O Box 1483 Carlsbad, California92008 UnitedStates	Contact Savannah Dougherty Phone: 760-231-7681 Fax: Email: info@janiexpress.com	MBE, DGS, MALE, OTH
Joncowest LLC (1125714) 268N Lincoln corona, California92882 UnitedStates	Contact Cloys Jones Phone: 614-602-7700 Fax: Email: help@joncowest.com	CADIR, WBE, MICRO

KMP Environmental Services Company (1127027) 83657thSt, Ste 496 Sacramento California95757 United States	Contact Karen Paris Phone: 916-888-8007 Fax: 916-888-8019 Email: karen@kmpenvironmental.com	DGS, MICRO, AFR, FEM
Knight Products(962360) 1179 N. Cuyamaca St. Ste. L El Cajon, California92020 United States	Contact Chad Norman Phone: 619-562-5666 Fax: 619-562-3346 Email: knightproduct@att.net	
Liquid Environmental Solutions(962643) 12740 Vigilanterd LAKESIDE, California92040 United States	Contact Lauren Herricks Phone: 619-334-8061 ext 103 Fax: 619-443-8091 Email: laurenherricks@liquidenviro.com	CADIR, DTSg, OTH
LOTUS USA, INC (1025284) 445S. Figueroa Street31st Floor STE 3121 Los Angeles, California90071 United States	Contact MADHURI YALAMANCHI Phone: 213-298-7100 Fax: Email: madhu@lotususa.com	
Makelele Systems Landscape & Maintenance Inc. (1118747) 420 N Twin Oaks Valley Road #2044 Makelele Systems San Marcos, California92079 United States	Contact Jose Cardenas Phone: 760-208-8749 Fax: Email: makelele@makelelesystems.com	DGS, MBE, CADIR, MALE, HIS
Meissner Jacquet Commercial Real Estate Services(970343) 4995 Murphy Canyon Road Suite 100 San Diego, California92123 United States	Contact Ron Pena Phone: 858-373-1130 ext 1130 Fax: Email: ronp@mjcres.com	FEM, CAU
MEK Enterprises Inc (962987) 2191 Main Street San Diego, California92113 United States	Contact Grant Sawyer Phone: 619-527-0957 ext 201 Fax: 619-527-0975 Email: estimating@4mek.com	DGS, MICRO
MMJ Construction Inc. (1165658) 39100 Air Park Drive Temecula, California92592 United States	Contact Judy Bailey-Savage Phone: 951-216-8862 Fax: Email: info@mmjconstruction.com	CADIR, WBE, FEM, VSBE, OTH
NatureScape Services Inc (1117219) 8275 Vickers Street San Diego, California92111 United States	Contact Jean Bates Phone: 619-261-7195 Fax: Email: randy@naturescapeinc.us	CADIR, DGS, MICRO, MALE, CAU
Newport Management Services(963106) 1804 Garnet Ave # 664 San Diego, California92109 United States	Contact Carlos Flores Phone: 858-202-5705 ext 0 Fax: 858-202-5705 Email: cflores@newport-support-services.com	MICRO, MALE, HIS



NMS Management Inc (963258)  
155 W. 35th Street Suite A  
National City, California 91950  
United States

Contact David M. Guaderrama  
Phone: 619-425-0440  
Fax: 619-425-2432  
Email: nmsmanagement@msn.com

CADIR, MBE, DBE, DGS, HIS,  
MALE

Nova Commercial Co., Inc. (1117369)  
2573 Market St  
San Diego, California 92102  
United States

Contact Sophia Silva  
Phone: 510-728-7000  
Fax:  
Email: sophia@novagbc.com

WBE, FEM, CAU

OfficeSolutionsBusiness Products & Services  
LLC (1338779)  
23303 La Palma Avenue  
Yorba Linda, California 92887  
United States

Contact Zoya Lister  
Phone: 714-692-7412  
Fax: 714-692-7409  
Email: zlister@officesolutions.com

MBE, CADIR, HIS, MALE

Pegasus Building Services Company, Inc.  
(999838)  
7966 Arjons Dr, Suite A/B  
San Diego, California 92126  
United States

Contact Michael  
Phone: 858-444-2290 ext 244  
Fax:  
Email: mraspa@pegasusclean.com

Pegasus Cleanroom Services (1125184)  
7966 Arjons Dr. Ste A/B  
San Diego, California 92126  
United States

Contact Brett Tyrrell  
Phone: 858-444-2290 ext 206  
Fax: 858-444-2297  
Email: btyrrel@pegasusclean.com

WBE, HIS, DTSg

Platinum Cleaning & Facility Services (1642663)  
15303 Ventura Blvd., Suite 800  
Sherman Oaks, California 90807  
United States

Contact Ryan Lynn  
Phone: 215-688-4033  
Fax:  
Email: gary@platinumcleaning.com

PREMIER PROPERTY PRESERVATION  
(1125123)  
7449 Studio Road  
West Hills, California 91304  
United States

Contact Jon Varsobia  
Phone: 818-796-6033  
Fax: 866-873-8556  
Email: premier@pppreserves.com

CADIR, MALE, ASI

Rodriguez Commercial Cleaning Services  
(1125301)  
2309 Hooker Oak Ct  
Santa Rosa, California 95401  
United States

Contact Ernest Rodriguez  
Phone: 707-494-5635  
Fax:  
Email: rccs.company@gmail.com

MBE, MALE, HIS

Royal Cleaning Services (1051238)  
3727 Lake Shore Rd  
Fallbrook, California 92028  
United States

Contact Rey Dina  
Phone: 619-717-0509  
Fax:  
Email: rcsroyalcleaning@gmail.com

Sael Construction Corporation (1557836)  
2173 Camino Del Este #6115  
San Diego, California 92108  
United States

Contact Ahmed Hussein  
Phone: 619-907-7796  
Fax:  
Email: eng.ahmed.sail@gmail.com

CADIR, DGS, VSBE

Secure Supply (1672704)  
3000 E Seltice Way Ste 209  
Post Falls, Idaho 83854  
United States

Contact James Mills  
Phone: 858-586-0111  
Fax:  
Email: James@securesupply.com

SERVPRO - Emergency Services - So. Cal  
(968249)  
12001 Woodruff Ave Ste G  
Downey, California 90241  
United States

Contact Thomas Hoge  
Phone: 562-392-3007  
Fax: 562-392-3070  
Email: thoge@servprodowney.com

CADIR, MBE, WBE, FEM, FSD, HIS

Signature(1118356)  
4120 Douglas Blvd  
Granite Bay, California 95746  
United States

Contact Keith York  
Phone: 916-899-3376  
Fax:  
Email: pierce@signaturebc.org

SmartProcure(1696310)  
5000T-Rex Ave 3052139399  
Boca Raton, North Carolina 33431  
United States

Contact Stewart Day  
Phone: 954-420-9900  
Fax:  
Email: odiaz@smartprocure.us

Sodexo America LLC (1719825)  
915 Meeting Street Suite 1500  
North Bethesda, Maryland 20852  
United States

Contact Sodexo  
Phone: 301-987-4000  
Fax:  
Email: educationsalesusa@sodexo.com

DTS, DTSg

T&T Janitorial, Inc (1117215 )  
2959 Frankieway  
San Diego, California 92111  
United States

Contact Tam  
Phone: 828-336-8837  
Fax:  
Email: tandt\_janitorial@yahoo.com

Takeuchi Commercial Cleaning Services LLC  
(962400)  
1835 AS Centre City Pkwy #421  
Escondido, California 92025  
United States

Contact Shizue Teshima  
Phone: 858-472-3142  
Fax:  
Email: shizue@wecleansandiegocom

MBE, WBE, DBE, MICRO, FEM, ASI,  
FSD

Techniclean(962944)  
1940 Garnet Avenue Suite 370  
San Diego, California 92109  
United States

Contact Ryan Ajou  
Phone: 619-280-8024 ext 1  
Fax:  
Email: ryan@technicleanpro.com

MALE, OTH

Tom's Janitorial Services INC. (963308)  
3281 Altadena Avenue  
San Diego, California 92105  
United States

Contact Tom Duong  
Phone: 619-890-9961  
Fax:  
Email: tomd\_63@yahoo.com

MALE, ASI

TopGen Solutions LLC (1595448)  
24461 Corte Rojelio  
Murrieta, California 92562  
United States

Contact Jacob  
Phone: 951-473-6810  
Fax:  
Email: jacob@topgensolutions.com

U.S. Metro Group, Inc. (996173)  
6803 International Avenue  
Cypress, California 90630  
United States

Contact Bonnie Manning  
Phone: 213-382-6435  
Fax: 213-382-6401  
Email: registration@usmetrogroup.com

MBE, FEM, ASI

UniFirst(1283253)  
UniFirst  
Oceanside, California 92056  
United States

Contact Luke  
Phone: 760-846-1103  
Fax:  
Email: Luke\_anderson@unifirst.com

Uniserve (1128697)  
2363 S Atlantic Blvd  
Commerce, California 90040

Contact James Jeon  
Phone: 213-533-1000  
Fax:

MALE, ASI

Commerce, California 90601  
United States

Fax:  
Email: [jjeon@uniservecorp.com](mailto:jjeon@uniservecorp.com)

Verde Facilities Services (1125022)  
2323W Mescal St #205  
Phoenix, Arizona 85041  
United States

Contact Areli Barlow  
Phone: 602-481-8942  
Fax:  
Email: [areli@verdefacilities.com](mailto:areli@verdefacilities.com)

MBE

Veritiv (1338782)  
1000 Abernathy Road NE Bldg 400, Suite 1700  
Atlanta Georgia 30328  
United States

Contact Keola Delatori  
Phone: 424-327-1387  
Fax:  
Email: [keola.delator@veritivcorp.com](mailto:keola.delator@veritivcorp.com)

WAXIE Sanitary Supply (963110)  
9353 Waxie Way  
San Diego, California 92123  
United States

Contact Angie Bennett  
Phone: 858-292-8111 ext 453  
Fax: 858-707-0409  
Email: [abennett@waxie.com](mailto:abennett@waxie.com)

West Coast Sterile (962995)  
780 Calle De Soto  
San Marcos, California 92078  
United States

Contact Eve Sieminski  
Phone: 760-518-2264  
Fax:  
Email: [westcoaststeril@gmail.com](mailto:westcoaststeril@gmail.com)

WBE, FEM, VSBE, CAU

WFF Facility Services (996358)  
211 South Jefferson Avenue  
St. Louis, Missouri 63103  
United States

Contact Charlene Maddox  
Phone: 314-652-2388  
Fax:  
Email: [cmaddox@wffservices.com](mailto:cmaddox@wffservices.com)

02/24/2026 3:13 PM (PST) 12 vendors notified

using Criteria Category  
561720 - Janitorial Services

A. James Consulting Group (1744504)  
870 Morada PL  
Altadena California 91001  
United States

Contact Oneisha James  
Phone: 323-818-6398  
Fax:  
Email: a.jamesconsultinggroup@gmail.com

ABM Education Services LLC (1741724)  
14141 Southwest Freeway Suite 477  
Sugar Land, Texas 77478  
United States

Contact Eric Gacutan  
Phone: 925-519-3554  
Fax:  
Email: Eric.Gacutan@abm.com

CADIR

Allied Universal Janitorial (1741489)  
450 Exchange  
Irvine, California 92602  
United States

Contact Joel Feeser  
Phone: 562-708-2158  
Fax:  
Email: joel.feeser@aus.com

Briteworks Inc. (1741284)  
620 N Commercial Ave  
Covina, California 91723  
United States

Contact Ryan Ron  
Phone: 626-475-0505  
Fax:  
Email: Services@briteworks.com

WBE, MBE, HIS

CBJ Building Maintenance Inc. (1743774)  
2605 Camino Tassajara unit 1778  
Danville, CA, California 94526  
United States

Contact Sales Manager  
Phone: 510-589-7146  
Fax:  
Email: cbjbuilding@sbcglobal.net

Crane Integrated Facilities Services (1743186)  
6325 Regency Parkway, Suite 840 Apt 708  
Norcross, Georgia 30071  
United States

Contact Matthew Concepcion  
Phone: 808-987-7986  
Fax:  
Email: mconcepcion@smcraneifs.com

Ecobrite Services (1744305)  
2975 Executive Pkwy Suite 141  
Lehi, Utah 84043  
United States

Contact Ecobrite Services  
Phone: 385-452-0889  
Fax:  
Email: shawnee.driskel@ecobriteservices.com

Facilities 360 (1742936)  
2750 Carpenter Rd Suite 5  
Ann Arbor, Michigan 48108  
United States

Contact Ray Awwad  
Phone: 313-879-9984  
Fax:  
Email: rawwad@facilities360.com

HES Facilities Management (1742510)  
2160 Lakeside Centre Way Suite 302  
Knoxville Tennessee 37922  
United States

Contact Denise Gideon  
Phone: 828-506-2249  
Fax: 865-686-5599  
Email: denise.gideon@hes.com

Master Corp Commercial Services (1740628)  
4700 Millenia Blvd Ste 380  
Orlando, Florida 32837  
United States

Contact Katie Davis  
Phone: 931-459-4480  
Fax:  
Email: katie.davis@mastercorp.com



NEW HOPE MANAGEMENT INC (1743880)  
PO BOX 261228  
SAN DIEGO, California92196  
UnitedStates

Contact BIDONG THI DUONG  
Phone: 619-861-7727  
Fax:  
Email: newhopemanagement16@gmailcom

SmartHands Services(1741651)  
5067Andrew Jackson Street  
Oceanside, California92056  
UnitedStates

Contact Ana K Navarrete  
Phone: 760-586-7322  
Fax:  
Email: smarhands0@gmailcom

VSBE, HIS, FEM

03/06/2026 2:49 PM (PST) 1 vendor notified

using Criteria Category  
561720 - Janitorial Services

United Building Maintenance(1751019)  
2200 Douglas Blvd Suite 250B  
Roseville, California 95661  
United States

Contact Darin Morino  
Phone: 916 826 5119  
Fax:  
Email: [darin@unitedfullservice.com](mailto:darin@unitedfullservice.com)

03/12/2026 5:09 PM (PDT) No vendors notified

using Criteria Category

561720 - Janitorial Services

03/19/2026 10:58 AM (PDT) 1 vendor notified

using Criteria Category  
561720 - Janitorial Services

OPS212, LLC (1758359)  
41593 WINCHESTER RD STE 200  
TEMECULA, California 92590  
United States

Contact Noel Alicea Cintron  
Phone: 951-740-2681  
Fax:  
Email: sales@ops212.com

DGS, DVBE, DBE, FSD, MICRO, MBE,  
CADIR

## Prospective Bidders

### 29 Prospective Bidders

Vendor	Contact	Vendor Type	Mtg	Status	Classification
A.James ConsultingGroup (3152895) 870 Morada PL Altadena California 91001 United States	Contact Oneisha James Phone: 323-818-6398 Fax: Email: a.jamesconsultinggroup@gmail.com		yes	Bidder	Prime
ABM Education Services LLC (3147479) 14141 Southwest Freeway Suite 477 Sugar Land, Texas 77478 United States	Contact Eric Gacutan Phone: 192-551-9355 Fax: Email: Eric.Gacutan@abm.com	CADIR	yes	Bidder	Prime
Allied Solutions (3145770) 300 Veterans Way Carmel, Indiana 46032 United States	Contact Jason Collier Phone: 877-328-4432 Fax: Email: contract@alliedsolutionenterprise.com		no	Bidder	Prime
Allied Universal Janitorial (3146830) 450 Exchange Irvine, California 92602 United States	Contact Joel Feeser Phone: 562-708-2158 Fax: Email: joel.feeser@aus.com		no	Bidder	Prime
America's Janitorial Service (3145108) 1185 Camino del Sol San Marcos, California 92069 United States	Contact Wendy J. Esparza Phone: 760-473-9069 Fax: Email: wendy@americasjanitorial.com	FEM, HIS	yes	Bidder	Subcontractor
Aria Commercial Cleaning Services (3146970) 11823 Slauson Ave suite 27 Santa Fe Springs, California 90670 United States	Contact Ignacio Alvestegui Phone: 562-273-0334 Fax: Email: contact@ariacleaningservices.com	DGS, DBE, MICRO, MBE, CADIR, HIS, MALE	no	Bidder	Prime
Aztec Landscaping Inc. (3145074) 7980 Lemon Grove Way Lemon Grove, California 91945 United States	Contact Jessica Anderson Phone: 619-464-3303 Fax: 619-460-1106 Email: janderson@azteclandscaping.com	CADIR, MALE, HIS	yes	Bidder	Prime
Briteworks Inc. (3146436) 620 N Commercial Ave Covina, California 91723 United States	Contact Ryan Ron Phone: 626-475-0505 Fax: Email: Services@briteworks.com	WBE, MBE, HIS	yes	Bidder	Prime
Californiacleaningsolutions (3145463) P.O. Box 1733 Vista, California 92083 United States	Contact Rosa Lopez Phone: 760-470-4088 Fax: Email: spnohccs@icloud.com	MBE	no	Bidder	Prime



CCS FacilityServices(3145929) 7330EngineerRd San Diego, California92111 UnitedStates	Contact KatrinaNeal Phone: 720-908-2048 Fax: Email: kneal@ccsbtscom		yes	Bidder	Prime
City Wide FacilitySolutions(3145073) 8902ActivityRoad SuiteA San Diego, California92126 UnitedStates	Contact Wesley Farrell Phone: 858-733-7023 Fax: Email: wesley.farrel@gocitywide.com		yes	Bidder	Prime
Coast 2 Coast PreservationsInc. (3145676) 601 W. County Line Rd UnitA Calimesa, California92320 UnitedStates	Contact Roland Cordero Phone: 818-306-7666 Fax: Email: bid@diversejanitoriabom	DBE, MBE, CADIR, OTH, MALE	yes	Bidder	Prime
Crane IntegratedFacilitiesServices (3150465) 6325Regency Parkway, Suite840Apt 708 Norcross, Georgia 30071 UnitedStates	Contact MatthewConcepcion Phone: 808-987-7986 Fax: Email: mconcepcion@smcraneifs.com		no	Bidder	Prime
Duke McGinnis Consulting(3150145) 3 Flower Lane, ValleyCottage NY 12018 newyork, California12018 UnitedStates	Contact Duke McGinnis Phone: 201-360-1113 Fax: Email: dukemcginnis9@gmail.com		no	Bidder	Subcontracto
EcobriteServices(3152508) 2975ExecutivePkwY Suite141 Lehi, Utah 84043 UnitedStates	Contact EcobriteServices Phone: 385-452-0889 Fax: Email: shawnee.driskel@ecobriteservices.com		no	Bidder	Other
Facilities360(3149978) 2750CarpenterRd Suit5 Ann Arbor, Michigan48108 UnitedStates	Contact Ray Awwad Phone: 313-879-9984 Fax: Email: rawwad@facilities360.com		yes	Bidder	Prime
Floral Park ConsultingLLC (3150093) 30, IrvingAve Floral Park, New York 11001 UnitedStates	Contact Jack Brownes Phone: 8200122199 Fax: Email: jackbrownes3@gmail.com		no	Bidder	Other
FrontlineFacilitySolutionsLLC (3145688) 11786 Hi Ridge Rd Lakeside, California92040 UnitedStates	Contact TimothyStone Phone: 161 -987-5999 Fax: Email: tim@frontlinefacilitysolutions.com	DGS, DVBE, DBE, FSD, MICRO, MBE, CADIR, VSBE, HIS, MALE	yes	Non-Bidder, no communications	Prime
GovGuide (3153004) 1916 N DinwiddieSt. Arlington, Virginia22207 UnitedStates	Contact Connor Fusselman Phone: 407-619-6738 Fax: Email: rfp@yourgovguide.com		no	Bidder	Other

HES FacilitiesManagement(3148884) 2160 Lakeside Centre Way Suite302 Knoxville Tennessee 37922 UnitedStates	Contact Denise Gideon Phone: 828-506-2249 Fax: 865-686-5599 Email: denise.gideon@ hes.com		no	Bidder	Prime
HotelInvestmentGroup (3148539) 4085PacificHighwaySuite110 San Diego, California92110 UnitedStates	Contact Mark Rivaldi Phone: 619-871-7399 Fax: Email: mrivald@ hotelinvestmentgroup.com	CADIR, ASI, MALE	no	Bidder	Supplier
MasterCorpCommercialServices (3145364) 4700MilleniaBlvd Ste 380 Orlando, Florida38572 UnitedStates	Contact Katie Davis Phone: 931-459-4480 Fax: Email: katedavis@ mastercorpcom		no	Bidder	Prime
MEK Enterprises Inc (3168155) 2191 Main Street San Diego, California92113 UnitedStates	Contact Grant Sawyer Phone: 619-527-0957ext 201 Fax: 619-527-0975 Email: estimating@ 4mek.com	DGS, MICRO	no	Bidder	Prime
NEW HOPE MANAGEMENT INC (3151659) PO BOX 261228 SAN DIEGO, California92196 UnitedStates	Contact BIDONG THI DUONG Phone: 619-861-7727 Fax: Email: newhopemanagement1@ gmail.com		yes	Bidder	Prime
PREMIER PROPERTY PRESERVATION (3145372) 7449StudioRoad West Hills California91304 UnitedStates	Contact Jon Varsobia Phone: 818-796-6033 Fax: 866-873-8556 Email: premier@ pppreserves.com	CADIR, MALE, ASI	yes	Bidder	Prime
Sael ConstructionCorporation(3145659) 2173 Camino Del Este #6115 San Diego, California92108 UnitedStates	Contact Ahmed Hussein Phone: 619-907-7796 Fax: Email: eng.ahmed.sail@ gmail.com	CADIR, DGS, VSBE	no	Bidder	Prime
SmartHands Services(3147163) 5067AndrewJackson Street Oceanside, California92056 UnitedStates	Contact Ana K Navarrete Phone: 760-586-7322 Fax: Email: smarhands0@ gmail.com	VSBE, HIS, FEM	yes	Bidder	Prime
Sodexo America LLC (3145075) 915 MeetingStreetSuite1500 NorthBethesda Maryland20852 UnitedStates	Contact Sodexo Sodexo Phone: 301-987-4000 Fax: Email: educationsalesusa@ sodexo.com	DTSe, DTSg	no	Bidder	Prime
T&T Janitorial Inc (3145066) 9011 Mira Mesa Blvd #230 San Diego, California92126 UnitedStates	Contact Tam Phone: 828-336-8837 Fax: Email: tandt_janitorial@ yahoo.com		yes	Bidder	Prime

## Addenda

Mar 06, 2026 Addendum#1 Addendum#1 and Q and A Set 1

Addendum #1 and Q and A Set 1 has been released for this project.

Addendum1 RFP 02-26.pdf

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Mar 12, 2026 2 Addendum#2 for RFP #02-26 Janitorial Services- CLC & TCI

Please see the attached addendum 2 for RFP #02-26. All bidders are required to acknowledge receipt of Addendum 2 via the PlanetBids portal.

NOTE: If your proposal has already been submitted, you must acknowledge this addendum to ensure your bid remains responsive.

Addendum2 RFP 02-26.pdf

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## Released Questions

### Set 1 Released via Addendum Addendum#1 03/06/2026 2:49 PM (PST) – 21 questions

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1.1 Submitted 03/02/2026 1:26 PM (PST) Does Mira Costa provide an auto scrubber for both campuses to utilize...

Vendor CCS Facility Services

Question Does Mira Costa provide an auto scrubber for both campuses to utilize nightly (as required in the scope of work) or is this provided by the bidder? If district provides, please list the type and brand of the scrubber. Who provides the pads?

Answer See Addendum#1

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1.2 Submitted 03/02/2026 1:25 PM (PST) Are day porter services included in this bid or is this only night cle..

Vendor CCS Facility Services

Question Are day porter services included in this bid or is this only night cleaning?

Answer See Addendum#1

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1.3 Submitted 03/02/2026 1:25 PM (PST) 2. Under the personnel section on pg. 11 of the RFP, it states that th..

Vendor CCS Facility Services

Question 2. Under the personnel section on pg. 11 of the RFP, it states that the bidder shall assign an on-site manager and a supervisor. Please explain the requirements of this position (dedicated solely to Mira Costa, office on site, etc.?)

Answer See Addendum#1

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1.4 Submitted 03/02/2026 1:25 PM (PST) 1. Pg. 13 of the RFP states "the district will supply and pay for all...

Vendor CCS Facility Services

Question 1. Pg. 13 of the RFP states "the district will supply and pay for all cleaning materials required to maintain all facilities." Additionally, pg. 14 states "bidder may supply materials (referring to consumables) and all other cleaning and/or maintenance supplies will be responsibility of bidder." Please provide a list of the supplies and consumables the district provides and what supplies and consumables the bidder supplies.

Answer See Addendum#1

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1.5 Submitted 03/02/2026 12:44 PM (PST) Is there a prevailing wage? If yes, how much?

Vendor PREMIER PROPERTY PRESERVATION

Question Is there a prevailing wage? If yes, how much?

Answer See Addendum#1

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1.6 Submitted 03/02/2026 12:43 PM (PST) Will the awarded contractor provide the paper products/toiletries for...

Vendor PREMIER PROPERTY PRESERVATION

Question Will the awarded contractor provide the paper products/toiletries for this project?

Answer See Addendum#1

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**1.7** Submitted 03/02/2026 12:43 PM (PST) What is the term of the current contract?

Vendor PREMIER PROPERTY PRESERVATION

Question What is the term of the current contract?

Answer See Addendum #1

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**1.8** Submitted 03/02/2026 12:43 PM (PST) . What is the current monthly charge of the current contractor for each...

Vendor PREMIER PROPERTY PRESERVATION

Question . What is the current monthly charge of the current contractor for each location?

Answer See Addendum #1

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**1.9** Submitted 03/02/2026 12:17 PM (PST) . Who is the current contractor?

Vendor PREMIER PROPERTY PRESERVATION

Question . Who is the current contractor?

Answer See Addendum #1

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**1.10** Submitted 03/02/2026 9:26 AM (PST) What is the price terms? Is our price a firm price for a certain amount...

Vendor Aztec Landscaping Inc.

Question What is the price terms? Is our price a firm price for a certain amount of years or is this price a 1 year fixed price with option to renew and CPI adjustments for each renewed year?

Answer See Addendum #1

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**1.11** Submitted 02/26/2026 5:23 PM (PST) On Page 10 Mira Costa requires the contractor to hold a CIMS certifi...

Vendor Aztec Landscaping Inc.

Question On Page 10 Mira Costa requires the contractor to hold a CIMS certification to provide proof, would Mira Costa like us to insert a current copy of this requirement in the Attachments part of the submittal?

Answer See Addendum #1

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**1.12** Submitted 02/26/2026 5:23 PM (PST) On page 16 item 20 Schedule – would you like the same timeschedule fo..

Vendor Aztec Landscaping Inc.

Question On page 16 item 20 Schedule – would you like the same timeschedule for cleaning at CLC as TCI, 9PM?

Answer See Addendum #1

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**1.13** Submitted 02/26/2026 5:23 PM (PST) Is this prevailing wage?

Vendor Aztec Landscaping Inc.

Question Is this prevailing wage?

Answer See Addendum #1

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**1.14** Submitted 02/26/2026 12:10 PM (PST) Questions for MiraCosta Bid – Clarifications. Are you currently sat..

Vendor America's Janitorial Service

Question Questions for MiraCosta Bid – Clarifications. Are you currently satisfied with your existing cleaning service provider? 2. What areas of improvement would you like to see compared to your current cleaning company? 3. Is the current cleaning company a franchise operation? 4. What is the current annual or monthly contract amount for cleaning services? 5. Is there flexibility or margin for budget adjustments under the new contract? 6. What specific improvements or added value are you expecting from the awarded company? 7. For special events (particularly in Building 200 at the Mission campus, where frequent events were mentioned), is additional compensation provided for event support services? 8. Regarding equipment \* The scrubber currently located at the Mission campus – does it belong to MiraCosta or to the current cleaning company? \* It was mentioned that MiraCosta provides cleaning supplies and the contractor provides equipment. Could you please confirm this arrangement? 9. If there is a scrubber available in one Mission building but not in others \* Are we permitted to use the existing scrubber in other buildings (assuming no damage occurs)? \* Or would we be required to provide additional equipment for those buildings? 10. Is CIMS certification required at the time of bid submission? \* If a company does not currently hold CIMS certification, would that result in automatic disqualification? 11. How are school holidays, semester breaks, and campus closures handled under the contract? \* Are services reduced, suspended, or adjusted during those periods? \* Is compensation structured differently during academic breaks?

Answer See Addendum #1

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**1.15** Submitted 02/25/2026 8:13 PM (PST) Page 10, #3 states that - Bidders shall meet the following certification

Vendor NEW HOPE MANAGEMENT INC

Question Page 10, #3 states that - Bidders shall meet the following certification standards • Required International Sanitary Supply Association (ISSA) Cleaning Industry Management Standards (CIMS) • Preferred International Sanitary Supply Association (ISSA) Cleaning Industry Management Standards – Green Building (CIMS-GB): My question is can CIMS be submitted after award? The solicitation does not specify that the certification has to be submitted with the proposal. Plus to get certification for CIMS it would take roughly 3-6 months which is not doable considering the proposal due date is approaching fast.

Answer See Addendum #1

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**1.16** Submitted 02/24/2026 8:13 PM (PST) IF SIMM IS REQUIRED , INSTEAD OF GETTING THE CERTIFICATION WHICH MAY TA...

Vendor T&T Janitorial Inc

Question IF SIMM IS REQUIRED , INSTEAD OF GETTING THE CERTIFICATION WHICH MAY TAKE SOME TIME,  
CAN THE VENDOR SUBMIT EVIDENCE THAT THEY WILL PURCHASE EPA SAFERCHOICE LABELED  
CLEANING PRODUCTS , SUBMIT SDS SHEETS, AND CREATE A WRITTEN GREEN CLEANING POLICY IN  
LIEU OF THE SIMM CERTIFICATION ? FULL CERTIFICATION WILL BE BETWEEN 3-6 MONTHS.

Answer See Addendum #1

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**1.17** Submitted 02/24/2026 8:08 PM (PST) During the bid meeting it was stated that SIMM certification must be ...

Vendor T&T Janitorial Inc

Question During the bid meeting it was stated that SIMM certification must be included with the proposal. However, after reviewing the solicitation documents, I did not find any reference to a SIMM submission requirement. Could you please clarify whether the SIMM certification may be provided after award, if it is still required? Including it as a mandatory proposal submission at this stage may disadvantage several firms as this requirement was not identified in the solicitation. Additionally, could you explain the reason SIMM certification is required for this solicitation?

Answer See Addendum #1

---

**1.18** Submitted 02/24/2026 7:59 PM (PST) IS THERE ANY PREVAILING OR LIVING WAGE REQUIREMENTS FOR JANITORS WORKI...

Vendor T&T Janitorial Inc

Question IS THERE ANY PREVAILING OR LIVING WAGE REQUIREMENTS FOR JANITORS WORKING ON THIS PROJECT ?

Answer See Addendum #1

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**1.19** Submitted 02/24/2026 7:59 PM (PST) IS THERE A CHANGE TO THE CURRENT SCOPE OF WORK? BUILDING ADDED OR SUB...

Vendor T&T Janitorial Inc

Question IS THERE A CHANGE TO THE CURRENT SCOPE OF WORK? BUILDING ADDED OR SUBTRACTED ?

Answer See Addendum #1

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**1.20** Submitted 02/24/2026 7:59 PM (PST) WHAT IS THE CURRENT CONTRACT PRICE - BASE PLUS ALL OPTIONS?

Vendor T&T Janitorial Inc

Question WHAT IS THE CURRENT CONTRACT PRICE - BASE PLUS ALL OPTIONS?

Answer See Addendum #1

---

**1.21** Submitted 02/24/2026 7:59 PM (PST) WHO IS THE CURRENT VENDOR?

Vendor T&T Janitorial Inc

Question WHO IS THE CURRENT VENDOR?

Answer See Addendum #1

---

## Submission

### Bidder Details

Vendor Name CCS FacilityServices  
Address 7330EngineerRd  
San Diego, California92111  
UnitedStates  
Respondee KatrinaNeal  
Respondee Title Manager, EducationAccounts  
Phone 720-908-2048  
Email kneal@ccsbtscom  
Vendor Type  
License #  
CADIR

### Submission Detail

SubmissionFormat Electronic  
Submitted 03/13/202610:43AM (PDT)  
DeliveryMethod  
Responsive  
SubmissionStatus Submitted  
Confirmation# 472808  
Ranking 0

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
CCS FacilityServicesCost File.pdf	CCS FacilityServicesCost File.pdf	Cost File
CCS FacilityServicesCompany Informationand SignaturePage.pdf	CCS FacilityServicesCompany Informationand SignaturePage.pdf	Company Informationand SignatoryPage
CCS FacilityServicesNon-CollusionAffidavit.pdf	CCS FacilityServicesNon-CollusionAffidavit.pdf	Non-CollusionAffidavit
CCS FacilityServicesReferences.pdf	CCS FacilityServicesReferences.pdf	References
CCS FacilityServicesTerms and Conditions Agreement.pdf	CCS FacilityServicesTerms and Conditions Agreement.pdf	Agreementto Terms and Conditions
CCS FacilityServicesFeatures.pdf	CCS FacilityServicesFeatures.pdf	OptionalMaterials

## Bidder Details

Vendor Name PREMIER PROPERTY PRESERVATION  
Address 7449StudioRoad  
West Hills California91304  
UnitedStates  
Respondee JON VARSOBIA  
Respondee Title PRESIDENT  
Phone 818-796-6033  
Email infapppreserves@gmailcom  
Vendor Type CADIR, MALE, ASI  
License #  
CADIR

## Submission Detail

SubmissionFormat Electronic  
Submitted 03/19/20268:41 AM (PDT)  
DeliveryMethod  
Responsive  
SubmissionStatus Submitted  
Confirmation# 473340  
Ranking 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
Cost File - PPP.pdf	Cost File - PPP.pdf	Cost File
Company Informationand SignatoryPage- PPP.pdf	Company Informationand SignatoryPage- PPP.pdf	Company Informationand SignatoryPage
Non-CollusionAffidavit PPP.pdf	Non-CollusionAffidavit PPP.pdf	Non-CollusionAffidavit
References- PPP.pdf	References- PPP.pdf	References
Agreementto Terms and Conditions PPP.pdf	Agreementto Terms and Conditions PPP.pdf	Agreementto Terms and Conditions
Business Licences- PPP.pdf	Business Licences- PPP.pdf	OptionalMaterials



## Bidder Details

Vendor Name City Wide Facility Solutions  
Address 8902 Activity Road Suite A  
San Diego, California 92126  
United States  
Respondee Wesley Farrell  
Respondee Title Sales Executive  
Phone 858-733-7023  
Email wesley.farrell@gocitywide.com  
Vendor Type  
License #  
CADIR

## Submission Detail

Submission Format Electronic  
Submitted 03/13/2026 9:17 AM (PDT)  
Delivery Method  
Responsive  
Submission Status Submitted  
Confirmation # 473425  
Ranking 0

## Respondee Comment

Thank you!

## Buyer Comment

## Attachments

File Title	File Name	File Type
MCC Cost File.pdf	MCC Cost File.pdf	Cost File
Company Info MCC.pdf	Company Info MCC.pdf	Company Information and Signatory Page
Non- Collusion.pdf	Non- Collusion.pdf	Non-Collusion Affidavit
MCC Customer References.pdf	MCC Customer References.pdf	References
AGREE to terms MCC.pdf	AGREE to terms MCC.pdf	Agreement to Terms and Conditions
Optional Material.pdf	Optional Material.pdf	Optional Materials

## Bidder Details

Vendor Name America's Janitorial Service  
Address 1185 Camino del Sol  
San Marcos, California 92069  
United States  
Respondee Wendy Esparza  
Respondee Title owner  
Phone 760-473-9069  
Email wendy@americasjanitorial.com  
Vendor Type FEM, HIS  
License #  
CADIR

## Submission Detail

Submission Format Electronic  
Submitted 03/16/2026 10:29 AM (PDT)  
Delivery Method  
Responsive  
Submission Status Submitted  
Confirmation# 473784  
Ranking 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
cost file 2026-03-11 164148.png	Screenshot 2026-03-11 164148.png	Cost File
RFP 02-26 Janitorial Services - CLC and TCI Bid Documents (FINAL).pdf	RFP 02-26 Janitorial Services - CLC and TCI Bid Documents (FINAL).pdf	Company Information and Signatory Page
2026-03-11 163925.png	Screenshot 2026-03-11 163925.png	Non-Collusion Affidavit
Screenshot 2026-03-11 164016.png	Screenshot 2026-03-11 164016.png	References
Screenshot 2026-03-11 164100.png	Screenshot 2026-03-11 164100.png	Agreement to Terms and Conditions
Americas Janitorial Service proposal.pdf	Americas Janitorial Service proposal.pdf	Optional Materials

## Bidder Details

Vendor Name Coast 2 Coast PreservationsInc.  
Address 601 W. County Line Rd Unit A  
Calimesa, California92320  
UnitedStates  
Respondee Roland Cordero  
Respondee Title President  
Phone 909-372-2089  
Email bid@diversejanitorial.com  
Vendor Type DBE, MBE, CADIR, OTH, MALE  
License # 960251  
CADIR

## Submission Detail

SubmissionFormat Electronic  
Submitted 03/13/2026 5:10 PM (PDT)  
DeliveryMethod Submitted in Planetbids  
Responsive  
SubmissionStatus Submitted  
Confirmation# 473622  
Ranking 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
Cost File.pdf	Cost File.pdf	Cost File
Company Information and Signatory Page Signed.pdf	Company Information and Signatory Page Signed.pdf	Company Information and Signatory Page
Non Collusion Affidavit.pdf	Non Collusion Affidavit.pdf	Non-Collusion Affidavit
References.pdf	References.pdf	References
Agreement to Terms.pdf	Agreement to Terms.pdf	Agreement to Terms and Conditions
Proposal Janitorial Services- CLC TCI RFP No. 02-26.pdf	Proposal Janitorial Services- CLC TCI RFP No. 02-26.pdf	Optional Materials

## Bidder Details

Vendor Name ABM EducationServices LLC  
Address 14141 SouthwestFreeway Suite477  
Sugar Land, Texas 77478  
UnitedStates  
Respondee Eric Gacutan  
Respondee Title Directorof EducationSolutions  
Phone 925-519-3554  
Email eric.gacutan@abm.com  
Vendor Type CADIR  
License #  
CADIR

## Submission Detail

SubmissionFormat Electronic  
Submitted 03/18/202610:40 AM (PDT)  
DeliveryMethod  
Responsive  
SubmissionStatus Submitted  
Confirmation# 473566  
Ranking 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
MiraCosta- Cost File.pdf	MiraCosta- Cost File.pdf	Cost File
MiraCosta- Company Informationand Sig Page.pdf	MiraCosta- Company Informationand Sig Page.pdf	Company Informationand SignatoryPage
MiraCosta- Non-Collusion.pdf	MiraCosta- Non-Collusion.pdf	Non-CollusionAffidavit
MiraCosta- References.pdf	MiraCosta- References.pdf	References
MiraCosta- Agreementto TC.pdf	MiraCosta- Agreementto TC.pdf	Agreementto Terms and Conditions
MiraCostaCollege TCI and CLC Proposal.pdf	MiraCostaCollege TCI and CLC Proposal.pdf	OptionalMaterials

### Bidder Details

Vendor Name T&T Janitorial Inc  
Address 9011 Mira Mesa Blvd #230  
San Diego, California 92126  
United States  
Respondee TAM DOAN  
Respondee Title PRESIDENT  
Phone 858-336-8837  
Email tandt\_janitorial@yahoo.com  
Vendor Type  
License #  
CADIR

### Submission Detail

SubmissionFormat Electronic  
Submitted 03/18/2026 11:13 PM (PDT)  
DeliveryMethod ELECTRONIC  
Responsive  
SubmissionStatus Submitted  
Confirmation# 475165  
Ranking 0

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
COMPLETED COST FILE.pdf	COMPLETED COST FILE.pdf	Cost File
COMPLETED COMPANY INFORMATION AND SIGNATORY PAGE.pdf	COMPLETED COMPANY INFORMATION AND SIGNATORY PAGE.pdf	Company Information and Signatory Page
COMPLETED FORM NON-COLLUSION AFFIDAVIT.pdf	COMPLETED FORM NON-COLLUSION AFFIDAVIT.pdf	Non-Collusion Affidavit
COMPLETED FORM REFERENCES .pdf	COMPLETED FORM REFERENCES .pdf	References
COMPLETED FORM AGREEMENT TO TERMS.pdf	COMPLETED FORM AGREEMENT TO TERMS.pdf	Agreement to Terms and Conditions
TECHNICAL FOR TT.pdf	TECHNICAL FOR TT.pdf	Optional Materials



## Bidder Details

Vendor Name AztecLandscaping Inc.  
Address 7980Lemon Grove Way  
Lemon Grove, California91945  
UnitedStates  
Respondee Jessica Anderson  
Respondee Title CONTRACT COORDINATOR  
Phone 619-464-3303  
Email janderson@azteclandscaping.com  
Vendor Type CADIR, MALE, HIS  
License # 642504  
CADIR

## Submission Detail

SubmissionFormat Electronic  
Submitted 03/18/2026 8:11 PM (PDT)  
DeliveryMethod  
Responsive  
SubmissionStatus Submitted  
Confirmation# 475157  
Ranking 0

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
2. COST FILE.pdf	2. COST FILE.pdf	Cost File
1. COMPANY INFORMATION AND SIGNATORY PAGE.pdf	1. COMPANY INFORMATION AND SIGNATORY PAGE.pdf	Company Information and Signatory Page
3. NON-COLLUSION AFFIDAVIT.pdf	3. NON-COLLUSION AFFIDAVIT.pdf	Non-Collusion Affidavit
4. REFERENCES .pdf	4. REFERENCES .pdf	References
5. AGREEMENT TO TERMS AND CONDITIONS.pdf	5. AGREEMENT TO TERMS AND CONDITIONS.pdf	Agreement to Terms and Conditions
AZTEC_SUBMITTAL_MIRACOSTA CLC and TCI - RFP 02-26_3.19.2026.pdf	AZTEC_SUBMITTAL_MIRACOSTA CLC and TCI - RFP 02-26_3.19.2026.pdf	Optional Materials BAFO

## Email History

February 23, 2026 11:07 AM (PST) Pre-Bid Meeting Reminder: Pre-Bid Meeting Reminder for Janitorial Services - CLC & TCI (02-26)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katiedavis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions (contracts@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (services@briteworks.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities 360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifs.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com)

This is a reminder that Janitorial Services - CLC & TCI (02-26), with a bid due date of March 13, 2026 11:00 AM (Pacific) has an upcoming Pre-Bid Meeting.

### Meeting Details

Meeting Date: February 24, 2026 12:00 PM (Pacific)

Meeting Location: Mandatory Job walks at 2 campuses (see Bid Documents for details)

If you have not yet RSVP'd for the Pre-Bid Meeting, please visit the bid details, log in, and click on the RSVP button.

Your response is greatly appreciated.

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February 24, 2026 3:13 PM (PST) Solicitation File Recalled: Recalled Bid File(s) for Janitorial Services - CLC & TCI (02-26)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katiedavis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions (contracts@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (services@briteworks.com), Allied Universal Janitorial (joel.feese@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities 360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Duke McGinnis Consulting (dukemcginnis9@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifs.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services (shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com)

This is a notification that one or more files for Janitorial Services - CLC & TCI (02-26), with a bid due date of March 13, 2026 11:00 AM (Pacific) have been recalled.

### Recalled file(s):

Legal Ad (Legal Affidavit RFP 02-26.pdf)

Please visit the bid details for more information.

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March 06, 2026 2:49 PM (PST)

Addenda Addendum Issued for Janitorial Services - CLC & TCI (02-26), with a bid due date of March 13, 2026 11:00 AM (Pacific)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katie.davis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions (contract@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial (joel.feese@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities 360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Duke McGinnis Consulting (dukemcginnis9@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifs.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services (shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com)

This is a notification that a new addendum has been issued for Janitorial Services - CLC & TCI (02-26), with a bid due date of March 13, 2026 11:00 AM (Pacific).

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March 06, 2026 2:49 PM (PST) Solicitation Edit Notice of Bid Update for Janitorial Services - CLC & TCI (02-26)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katie.davis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions (contract@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial (joel.feese@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities 360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Duke McGinnis Consulting (dukemcginnis9@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifs.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services (shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com)

This is a notification pertaining to Janitorial Services - CLC & TCI (02-26), with a bid due date of March 13, 2026 11:00 AM (Pacific).

A change has been made to the bid.

Please visit the bid details for more information.



March 10, 2026 5:30 AM (PDT) Solicitation Closing Reminder: Bid Closing Reminder for Janitorial Services - CLC & TCI (02-26)

To: *Californiacleaningsolutions(spnohccs@icloud.com), America's Janitorial Service(wendy@americasjanitorial.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), GovGuide (rfp@yourgovguide.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Duke McGinnis Consulting(dukemcginnis9@gmail.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), CCS Facility Services(kneal@ccsbts.com), MasterCorp Commercial Services(katiedavis@mastercorp.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial (joel.feaser@aus.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management(denise.gideon@hes.com), Facilities360(rawwad@facilities360.com), Crane Integrated Facilities Services(mconcepcion@smcraneifsc.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services(shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), Smart Hands Services(smarthands0@gmail.com), City Wide Facility Solutions(wesley.farrel@gocitywide.com), Sodexo America LLC (educationsalesusa@sodexo.com), Allied Solutions(contract@alliedsolutionenterprise.com), T&T Janitorial Inc (tandt\_janitorial@yahoo.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com)*

This is a reminder that all bids for Janitorial Services - CLC & TCI (02-26) are due on March 13, 2026 11:00 AM (Pacific).

All bids must be received prior to bid closing. If you wish to edit a submitted bid you have until bid closing to do so. Please visit the bid details for more information.

If you do not intend to bid, please update your prospective bidder status to non-bidder by clicking on the "My PB Profile" button on the Prospective Bidders tab.

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March 11, 2026 12:20 PM (PDT) Solicitation Closing Reminder: Bid Closing Reminder for Janitorial Services - CLC & TCI (02-26)

To: *T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions(wesley.farrel@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services(katiedavis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions(spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions(contract@alliedsolutionenterprise.com), CCS Facility Services(kneal@ccsbts.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial(joel.feaser@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services(smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities360(rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Duke McGinnis Consulting(dukemcginnis9@gmail.com), Crane Integrated Facilities Services(mconcepcion@smcraneifsc.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services(shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com), MEK Enterprises Inc (estimating@4mek.com)*

This is a reminder that all bids for Janitorial Services - CLC & TCI (02-26) are due on March 13, 2026 11:00 AM (Pacific).

All bids must be received prior to bid closing. If you wish to edit a submitted bid you have until bid closing to do so. Please visit the bid details for more information.

If you do not intend to bid, please update your prospective bidder status to non-bidder by clicking on the "My PB Profile" button on the Prospective Bidders tab.

March 12, 2026 5:09 PM (PDT)

Addenda Addendum Issued for Janitorial Services - CLC & TCI (02-26), with a bid due date of March 19, 2026 11:00 AM (Pacific)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katiedavis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions (contract@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial (joel.feese@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Duke McGinnis Consulting (dukemcginnis9@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifs.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services (shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com), MEK Enterprises Inc (estimating@4mek.com)

This is a notification that a new addendum has been issued for Janitorial Services - CLC & TCI (02-26), with a bid due date of March 19, 2026 11:00 AM (Pacific).

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March 12, 2026 5:09 PM (PDT) Solicitation Edit Notice of Bid Update for Janitorial Services - CLC & TCI (02-26)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katiedavis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com), Allied Solutions (contract@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial (joel.feese@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands0@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes3@gmail.com), Duke McGinnis Consulting (dukemcginnis9@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifs.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services (shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com), MEK Enterprises Inc (estimating@4mek.com)

This is a notification pertaining to Janitorial Services - CLC & TCI (02-26), with a bid due date of March 19, 2026 11:00 AM (Pacific).

A change has been made to the bid.

Please visit the bid details for more information.



March 16, 2026 5:30 AM (PDT) Solicitation Closing Reminder: Bid Closing Reminder for Janitorial Services - CLC & TCI (02-26)

To: *Californiacleaningsolutions(spnohccs@icloud.com)*, *America's Janitorial Service(wendy@americasjanitorial.com)*, *MEK Enterprises Inc (estimating@4mek.com)*, *Aztec Landscaping Inc. (janderson@azteclandscaping.com)*, *T&T Janitorial Inc (tandt\_janitorial@yahoo.com)*, *PREMIER PROPERTY PRESERVATION (premier@pppreserves.com)*, *GovGuide (rfp@yourgovguide.com)*, *Aria Commercial Cleaning Services (contact@ariacleaningservices.com)*, *Duke McGinnis Consulting(dukemcginnis9@gmail.com)*, *Sael Construction Corporation (eng.ahmed.sail@gmail.com)*, *Allied Solutions(contract@alliedsolutionenterprise.com)*, *Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com)*, *Sodexo America LLC (educationsalesusa@sodexo.com)*, *Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com)*, *Floral Park Consulting LLC (jackbrownes3@gmail.com)*, *City Wide Facility Solutions (wesleyfarrell@gocitywide.com)*, *CCS Facility Services(kneal@ccsbts.com)*, *MasterCorp Commercial Services(katiedavis@mastercorp.com)*, *Briteworks Inc. (Services@briteworks.com)*, *Smart Hands Services(smarthands0@gmail.com)*, *ABM Education Services LLC (Eric.Gacutan@abm.com)*, *Hotel Investment Group (mrivald@hotelinvestmentgroup.com)*, *HES Facilities Management (denise.gideon@hes.com)*, *Facilities 360 (rawwad@facilities360.com)*, *Crane Integrated Facilities Services(mconcepcion@smcraneifs.com)*, *NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com)*, *Ecobrite Services(shawnee.driskel@ecobriteservices.com)*, *A. James Consulting Group (a.jamesconsultinggroup@gmail.com)*, *Allied Universal Janitorial(joel.feese@aus.com)*

This is a reminder that all bids for Janitorial Services - CLC & TCI (02-26) are due on March 19, 2026 11:00 AM (Pacific).

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March 17, 2026 3:06 PM (PDT) Solicitation Closing Reminder: Bid Closing Reminder for Janitorial Services - CLC & TCI (02-26)

To: *T&T Janitorial Inc (tandt\_janitorial@yahoo.com)*, *City Wide Facility Solutions(wesleyfarrell@gocitywide.com)*, *Aztec Landscaping Inc. (janderson@azteclandscaping.com)*, *Sodexo America LLC (educationsalesusa@sodexo.com)*, *America's Janitorial Service (wendy@americasjanitorial.com)*, *MasterCorp Commercial Services(katiedavis@mastercorp.com)*, *PREMIER PROPERTY PRESERVATION (premier@pppreserves.com)*, *Californiacleaningsolutions(spnohccs@icloud.com)*, *Sael Construction Corporation (eng.ahmed.sail@gmail.com)*, *Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com)*, *Frontline Facility Solutions LLC (tim@frontlinefacilitysolutions.com)*, *Allied Solutions(contract@alliedsolutionenterprise.com)*, *CCS Facility Services(kneal@ccsbts.com)*, *Briteworks Inc. (Services@briteworks.com)*, *Allied Universal Janitorial(joel.feese@aus.com)*, *Aria Commercial Cleaning Services (contact@ariacleaningservices.com)*, *Smart Hands Services(smarthands0@gmail.com)*, *ABM Education Services LLC (Eric.Gacutan@abm.com)*, *Hotel Investment Group (mrivald@hotelinvestmentgroup.com)*, *HES Facilities Management (denise.gideon@hes.com)*, *Facilities 360 (rawwad@facilities360.com)*, *Floral Park Consulting LLC (jackbrownes3@gmail.com)*, *Duke McGinnis Consulting(dukemcginnis9@gmail.com)*, *Crane Integrated Facilities Services(mconcepcion@smcraneifs.com)*, *NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com)*, *Ecobrite Services(shawnee.driskel@ecobriteservices.com)*, *A. James Consulting Group (a.jamesconsultinggroup@gmail.com)*, *GovGuide (rfp@yourgovguide.com)*, *MEK Enterprises Inc (estimating@4mek.com)*

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March 18, 2026 3:13 PM (PDT) Solicitation Closing Reminder: Bid Closing Reminder for Janitorial Services - CLC & TCI (02-26)

To: T&T Janitorial Inc (tandt\_janitorial@yahoo.com), City Wide Facility Solutions (wesley.farrell@gocitywide.com), Aztec Landscaping Inc. (janderson@azteclandscaping.com), Sodexo America LLC (educationsalesusa@sodexo.com), America's Janitorial Service (wendy@americasjanitorial.com), MasterCorp Commercial Services (katie.davis@mastercorp.com), PREMIER PROPERTY PRESERVATION (premier@pppreserves.com), Californiacleaningsolutions (spnohccs@icloud.com), Sael Construction Corporation (eng.ahmed.sail@gmail.com), Coast 2 Coast Preservations Inc. (bid@diversejanitorial.com), Frontline Facility Solutions LLC (tim@frontlinefacilitiesolutions.com), Allied Solutions (contracts@alliedsolutionenterprise.com), CCS Facility Services (kneal@ccsbts.com), Briteworks Inc. (Services@briteworks.com), Allied Universal Janitorial (joel.feese@aus.com), Aria Commercial Cleaning Services (contact@ariacleaningservices.com), Smart Hands Services (smarthands09@gmail.com), ABM Education Services LLC (Eric.Gacutan@abm.com), Hotel Investment Group (mrivald@hotelinvestmentgroup.com), HES Facilities Management (denise.gideon@hes.com), Facilities360 (rawwad@facilities360.com), Floral Park Consulting LLC (jackbrownes32@gmail.com), Duke McGinnis Consulting (dukemcginnis9@gmail.com), Crane Integrated Facilities Services (mconcepcion@smcraneifsc.com), NEW HOPE MANAGEMENT INC (newhopemanagement1@gmail.com), Ecobrite Services (shawnee.driskel@ecobriteservices.com), A. James Consulting Group (a.jamesconsultinggroup@gmail.com), GovGuide (rfp@yourgovguide.com), MEK Enterprises Inc (estimating@4mek.com)

This is a reminder that all bids for Janitorial Services - CLC & TCI (02-26) are due on March 19, 2026 11:00 AM (Pacific).

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## MiraCosta Community College District Item Report

**Item:** VIII.R.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Authorize Agreement with Wolters Kluwer Health, Inc. for Lippincott Full Curriculum for Nursing Instruction
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 3 Goal 1
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	1. Wolters Kluwer Health (Lippincott) May 2026 BSA Complete

### **Background:**

Beginning in 2014, nursing students paid fees directly to an online curriculum provider each semester for instructional resources that support both student learning and faculty instruction. In spring 2020, the district transitioned to a managed student fee structure, attaching these costs to specific courses to allow students to utilize financial aid and scholarships.

Faculty-led reviews have ensures instructional materials meet clinical standards. Following a comprehensive evaluation in spring 2023, faculty selected the Lippincott Full Curriculum from Wolters Kluwer Health, Inc. as the preferred provider. In 2025, an additional review was conducted to ensure continued alignment with evolving instructional practices. Based on this most recent evaluation, faculty identified the updated Lippincott Full Curriculum as the most comprehensive solution to support nursing instruction and NCLEX preparation for the upcoming contract period.

### **Status:**

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

The proposed agreement with Wolters Kluwer Health, Inc. provides a digital curriculum

suite, instructional materials, and standardized testing support for the district's nursing programs. The agreement term is August 1, 2026, through July 31, 2028.

The total not-to-exceed amount for this two-year agreement is \$450,000. Funding for this purchase is identified using the Nursing department student fees, ensuring that the program remains self-sustaining without impact on the district's general fund.

**Recommended Action:**

Authorize agreement with Wolters Kluwer Health, Inc. for the Lippincott Full Curriculum for Nursing Instruction for a total amount not to exceed \$450,000.



This Basic Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District") and **Wolters Kluwer Health, Inc.** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

**WHEREAS**, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

**WHEREAS**, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services
- 2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.
- 3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.
- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.
- 5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.



**6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

**7. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

**8. Travel Expenses.** All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursements rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

**9. Independent Contractor.** In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

**10. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment (“PPE”), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys’ fees and costs), brought by Contractor’s employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District’s facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District’s property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District’s COVID-19 protocols while at any of the District’s property locations: <http://miracosta.edu/contractor-covid-protocols>

**11. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor or District’s funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

**12. Ownership of Work Product.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively “Work Product”). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor’s name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

**13. Limitation of Liability.** The District’s financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim

is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

**14. Indemnification and Hold Harmless.** To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

**15. Insurance.** Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. Cyber Liability (If applicable to type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy

shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")  
Attention: Justin Crast, Risk Manager  
1 Barnard Drive  
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

**16. Confidential Information.** Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

**17. Disabled Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973,

as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

**18. Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

**19. Complaints and Investigations.** Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

**20. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

**21. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

**22. Registration for Public Works.** If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.





**23. Advertising.** Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

**24. Notice.** All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

**For District:**

Mina Hernandez  
Director, Purchasing, Contracts & Material Management  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**For Contractor:**

Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

**25. Non-Waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**26. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**27. Conflict of Interest and Prohibited Interests.** The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

**28. Governing Law.** This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

**29. Force Majeure.** Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control,

when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

**30. Disputes.** Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

**31. Mediation; Arbitration.** The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

**32. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

**33. Entire Agreement.** This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

**34. Recitals.** The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.



**35. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**36. Authority.** Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the District and Contractor have executed this Agreement as of the dates set forth below.

**“DISTRICT”**

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**“CONTRACTOR”**

**WOLTERS KLUWER HEALTH, INC.**

**Signature:** \_\_\_\_\_

**Name:** Elba Gomez

**Title:** Vice President, Administrative Services

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION**

**Contractor:**

Wolters Kluwer Health, Inc.  
Stuart Strnad, Nursing Education Account Executive  
1800 Dual Highway, Ste. 201  
Hagerstown, MD 21740  
480-272-0222  
stuart.strna@wolterskluwer.com

**District Point of Contact:**

Danielle Lauria, Dean of Nursing, Health and Wellness  
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056  
760-795-6651  
dlauria@miracosta.edu

**Agreement Period:**

Start Date: 8/1/2026  
End Date: 7/31/2028

**Scope of Work - Description of Services and Deliverables:**

- Description: Lippincott Full Curriculum for Nursing Instruction per attached proposal dated 03/10/26.
- Deliverables: Lippincott Full Curriculum for Nursing Instruction per attached proposal dated 03/10/26.
- Milestones: Lippincott Full Curriculum for Nursing Instruction per attached proposal dated 03/10/26.
- Additional Responsibilities: Lippincott Full Curriculum for Nursing Instruction per attached proposal dated 03/10/26.
- District Responsibilities: Lippincott Full Curriculum for Nursing Instruction per attached proposal dated 03/10/26.

**Rate and Method of Payment:**

**Per Student Rates as identified in the attached proposal dated 03/10/26.**

**Total Not to Exceed Cost for Agreement: \$450,000.00**

**Payment and Compensation Terms:**

**Invoices.** Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.

**Additional Services.** The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.



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Wolters Kluwer® Proposal for  
MiraCosta College







Dear Alison Phinney,

It was a pleasure speaking with you regarding your nursing program. Based on our conversation, we are happy to share this proposal for your program that incorporates Wolters Kluwer products and services.

Our proposal includes a comprehensive suite of resources and support services designed to meet the specific needs of your nursing program.

These include:

- **Trusted, evidence-based content** aligned with current clinical standards and best practices
- **Classroom products and services** that promote the development of essential clinical judgment skills
- **Ongoing support** for faculty and students
- **Onboarding meeting** with your team and Wolters Kluwer® team members
- **Provisioning of resources** through Canvas integration

We are committed to supporting your faculty and students every step of the way to ensure measurable, lasting outcomes.

Thank you again for your time. We look forward to working with you further!

Sincerely,

Stuart Strnad  
Nursing Education Account Executive

Tatum Byrnes  
Enterprise Account Manager



This Proposal (“Order Form”) is made and entered into pursuant to the terms and conditions of a certain Master Subscription Agreement (Nursing Education) executed on 3/10/2026 (the “Agreement”), by and between Wolters Kluwer Health, Inc., through its Health Literacy Research and Practice business unit (“WKH”), and MiraCosta College, One Barnard Drive, Oceanside, CA, 92056-3820 (“Customer”).

This Proposal, effective 8/1/2026 (“Order Form Effective Date”), is a part of the Agreement, based on the terms and conditions set forth herein and the terms and conditions of the Agreement applicable to Customer, which terms and conditions are hereby incorporated into and made a part of this Proposal. Capitalized terms used but not defined in this Order Form will have the meaning set forth in the Agreement.

ADN PROGRAM   FALL 2026	
Product	Quantity of Resource
Lippincott DocuCare Enhanced	20
Lippincott Skills for Nursing Education 2.0	20
Lippincott Dosage Calculation US (AKA Prac+Safe)	20
Lippincott CoursePoint+ Enhanced for Taylor's Fundamentals of Nursing	20
Lippincott CoursePoint+ Premium for Brunner & Suddarth's Textbook of Medical-Surgical Nursing	20
Lippincott CoursePoint+ Enhanced for Boyd's Psychiatric Nursing	20
Lippincott CoursePoint Enhanced for Buckway's Nursing in Today's World	20
Lippincott CoursePoint+ Enhanced for Karch's Focus on Nursing Pharmacology	20
Lippincott CoursePoint+ Premium for Ricci, Kyle & Carman's Maternity and Pediatric Nursing	20
Lippincott Ready for NCLEX-RN Comprehensive + Lippincott Client Cases Package	20
<b>Total Price Per Student</b>	<b>\$3,124.00</b>

Invoice Number	Approximate Date	Price Per Student Per Payment
Invoice 1a (NURS 180)	October 1, 2026	\$549.00
Invoice 1b (NURS 180)	October 1, 2026	\$578.00
Invoice 2 (NURS 183)	February 1, 2027	\$549.00
Invoice 3 (NURS 281)	October 1, 2027	\$549.00
Invoice 4 (NURS 283)	February 1, 2028	\$549.00

ADN PROGRAM   NCLEX PREP MATERIALS	
<b>*Invoiced first semester</b>	
Product	Quantity of Resource
RN PreView (virtual) & In-Person ReView	20
<b>Total Price Per Student</b>	<b>\$350.00</b>

Invoice Number	Approximate Date	Price Per Student Per Payment
Invoice 1c (NURS 180)	October 1, 2026	\$350.00

LVN to RN PROGRAM   SUMMER 2027	
Product	Quantity of Resource
Lippincott Ready for NCLEX-RN Comprehensive + Lippincott Client Cases Package	20
Lippincott DocuCare Enhanced	20
Lippincott Skills for Nursing Education 2.0	20
Lippincott Dosage Calculation US (AKA Prac+Safe)	20
Lippincott CoursePoint+ Enhanced for Taylor's Fundamentals of Nursing	20
Lippincott CoursePoint+ Premium for Brunner & Suddarth's Textbook of Medical-Surgical Nursing	20
Lippincott CoursePoint+ Enhanced for Boyd's Psychiatric Nursing	20
Lippincott CoursePoint Enhanced for Buckway's Nursing in Today's World	20
Lippincott CoursePoint+ Premium for Ricci, Kyle & Carman's Maternity and Pediatric Nursing	20
Lippincott CoursePoint+ Enhanced for Karch's Focus on Nursing Pharmacology	20
<b>Total Price Per Student</b>	<b>\$2,343.00</b>

Invoice Number	Approximate Date	Price Per Student Per Payment
Invoice 1a (NURS 280)	July 1, 2027	\$549.00
Invoice 1b (NURS 280)	July 1, 2027	\$346.00
Invoice 2 (NURS 281)	October 1, 2027	\$549.00
Invoice 3 (NURS 283)	February 1, 2028	\$549.00

LVN to RN PROGRAM   NCLEX PREP MATERIALS	
<b>*Invoiced first semester</b>	
Product	Quantity of Resource
RN PreView (virtual) & In-Person ReView	20
<b>Total Price Per Student</b>	<b>\$350.00</b>

Invoice Number	Approximate Date	Price Per Student Per Payment
Invoice 1c (NURS 280)	July 1, 2027	\$350.00



Existing Cohorts: All in-flight cohorts will continue with their previously provisioned resources and agreed upon pricing, but will be invoiced on a new schedule by the Account Manager to align with new invoicing structure (after add/drop) – starting in Fall 2026.

<b>ADN PROGRAM   SPRING 2025</b>	
Cohort Start: Jan 2025 Cohort Graduation: Dec 2026 Remaining Payments: 1	
<b>Total Price Per Student</b>	<b>\$549.00</b>

<b>Invoice Number</b>	<b>Approximate Date</b>	<b>Price Per Student Per Payment</b>
<b>Invoice 1</b>	<b>October 1, 2026</b>	<b>\$549.00</b>

<b>ADN PROGRAM   FALL 2025</b>	
Cohort Start: Aug 2025 Cohort Graduation: May 2027 Remaining Payments: 2	
<b>Total Price Per Student</b>	<b>\$1,098.00</b>

<b>Invoice Number</b>	<b>Approximate Date</b>	<b>Price Per Student Per Payment</b>
<b>Invoice 1</b>	<b>October 1, 2026</b>	<b>\$549.00</b>
<b>Invoice 2</b>	<b>February 1, 2027</b>	<b>\$549.00</b>

<b>ADN PROGRAM   SPRING 2026</b>	
Cohort Start: Jan 2026 Cohort Graduation: Dec 2027 Remaining Payments: 3	
<b>Total Price Per Student</b>	<b>\$1,647.00</b>

<b>Invoice Number</b>	<b>Approximate Date</b>	<b>Price Per Student Per Payment</b>
<b>Invoice 1</b>	<b>October 1, 2026</b>	<b>\$549.00</b>
<b>Invoice 2</b>	<b>February 1, 2027</b>	<b>\$549.00</b>
<b>Invoice 3</b>	<b>October 1, 2027</b>	<b>\$549.00</b>



LVN to RN PROGRAM   SUMMER 2026	
Cohort Start: May 2026 Cohort Graduation: May 2027 Remaining Payments: 2	
<b>Total Price Per Student</b>	<b>\$1,098.00</b>

Invoice Number	Approximate Date	Price Per Student Per Payment
Invoice 1	October 1, 2026	\$549.00
Invoice 2	February 1, 2027	\$549.00

## **Terms and Conditions**

### **Licensed Materials**

[Customer shall require each Clinical Judgment Exam proctor to agree to and comply with the terms set forth in Exhibit A attached hereto.]

### **Permitted Use**

Customer may permit Authorized Users to Access the Licensed Materials solely for educational use.

### **Fees; Payment Terms**

For each Cohort, WKH will invoice Customer for the full amount of the Fees for the applicable program after the Add/Drop Date of such Cohort's first term of its program.

(Full Payment): Invoices shall be paid as provided for in the Agreement, within thirty (30) days of the date of invoice.

(Installment Payment): Invoices shall be paid by Customer in two to four equal installments, as follows: (a) the first installment payment shall be paid within thirty (30) days of the date of invoice, (b) the second installment payment shall be made within thirty (30) days of the start of the Cohort's second term, (c) the third installment payment shall be made within thirty (30) days of the start of the Cohort's third term, and (d) the fourth installment payment shall be made within thirty (30) days of the start of the Cohort's fourth term.

### **Proposal Term**

Proposal Term: Unless earlier terminated as set forth in the Agreement, this Order Form is effective upon the Order Form Effective Date and will remain in effect until 7/31/2029 ("Proposal Term"); provided, however, that the license granted with respect to the Licensed Materials will not become active until 8/1/2026, and the license for each Cohort will continue until the earlier of completing the ASN Program, BSN Program and/or PN Program, as applicable, or three (3) years after the beginning of their first semester.

Notwithstanding anything herein to the contrary, subject to the terms of the Agreement and this Order Form (including the right to terminate a license for uncured breach), Customer's license to access and use an ebook shall be perpetual.



## Services

PreView NCLEX and ReView NCLEX are provided via a live onsite workshop on one or more dates agreed upon between the parties to help Authorized Users review the information provided in the Licensed Materials in preparation for the NCLEX examination. For purposes of the Agreement, PreView NCLEX and ReView NCLEX are considered part of the "Services".

### **Tax Status**

Customer is (check one):

A tax-exempt organization

A taxable organization

### **Invoicing Information**

Invoices shall be sent to the following address:

MiraCosta College  
One Barnard Drive  
Oceanside, CA 92056-3820

## Exhibit A

### Security and Proctoring Terms

In order to ensure security and integrity of the Clinical Judgment Exams, Customer shall and shall require each proctor to comply with the following:

1. Exams must be administered on a computer.
  - School-provided computers are preferred, but the students' own computers are permitted.
  - Mobile devices **MAY NOT BE USED**.
2. Proctors must be Customer faculty or staff members.
3. Personal electronic devices must be closed inside a bag or backpack at least 2 feet from the test taker.  
(Personal property should be far enough away that a proctor can see if someone reaches for it, but close enough that students should feel confident in their security.)
4. If any paper/pencil or wipe board are used, the proctor must retain them after the exam is over.
5. Follow the testing standards used in your nursing school.

Proctors shall comply with the following requirements:

1. Provide exam room access at least 15 minutes prior to the start time of the exam, to ensure that all students have downloaded Respondus' LockDown Browser.
2. USB ports should be open and clear of any devices.
3. Students may not have access to any writing implements other than those distributed to them by the proctor.
4. Proctors must document all note taking items distributed to students and retrieve all such items after exam completion.
5. Prohibit students from retaining personal items within 2 feet of them during the exam.
6. Students may not wear smart watches, hoods, or hats.
7. Require students to restart their computers before launching their exam. Respondus' LockDown Browser will ask them to close any open software, but this will save time.
8. Computers should be fully charged prior to administration of exam or students should be encouraged to bring charging cords.
9. Proctors must be positioned at the back of the room in order to be able to view screens at all times during the exam administration.





WOLTERS KLUWER HEALTH, INC.

**ORDER FORM NO. 1**  
**TO MASTER AGREEMENT SUBSCRIPTION AGREEMENT**  
**(NURSING EDUCATION)**

**SIGNATURE PAGE**

The parties have executed this Order Form as of the dates set forth below their respective signatures.

Signatures:

**Client**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Direct Phone

\_\_\_\_\_  
Mobile Phone

**Wolters Kluwer Health, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Direct Phone

\_\_\_\_\_  
Mobile Phone

**WOLTERS KLUWER HEALTH, INC.****MASTER SUBSCRIPTION AGREEMENT**  
**(Nursing Education)**

This **Master Subscription Agreement** is entered into as of the Effective Date by and between Wolters Kluwer Health, Inc., through its Health Learning, Research and Practice business unit, a Delaware corporation with a principal place of business at Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 ("**WKH**"), and MiraCosta College ("**Customer**") with a principal place of business at One Barnard Drive, Oceanside, CA, 92056-3820 . Unless expressly defined elsewhere in this Agreement, capitalized terms shall have the meanings set forth in Exhibit A hereto.

**1. ORDER FORMS; LICENSE.**

1.1. **Order Forms.** This Agreement is a master agreement under which WKH and Customer may enter into Order Forms. Each Order Form will be deemed to fully incorporate the terms and conditions of this Agreement. In the event of any conflict between a provision of an Order Form and any provision of this Agreement, this Agreement will prevail unless the Order Form expressly and specifically provides to the contrary.

1.2. **License Grant.** Subject to the terms and conditions of this Agreement, WKH hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicenseable license to permit Authorized Users to Access the Licensed Materials for the Permitted Use, during the applicable Order Form Term, unless earlier terminated in accordance with this Agreement or the Order Form. Customer shall remain fully responsible and liable for its Affiliates' and Authorized Users' compliance with this Agreement.

1.3. **Prohibited Uses.** Customer and its Authorized Users may not: (i) permit Access to or use of the Licensed Materials to anyone other than Authorized Users for the Permitted Use, (ii) transfer or share Access, usernames, or passwords to or with anyone, (iii) attempt to defeat or circumvent any system designed to protect Access to the Licensed Materials, (iv), upload or copy the Licensed Materials, except as expressly permitted in this Agreement or an applicable Order Form, (v) modify, translate, reverse engineer, decompile, disassemble, or attempt to derive or alter any of the Licensed Materials or any underlying source code or software, or create any derivative works, (vi) use the Licensed Materials to provide service bureau, time sharing, or similar services to third parties, (vii) sublicense or distribute the Licensed Materials, or make any attempt to do so, or take any action compromising WKH's rights in the Licensed Materials, (viii) sell, assign, transfer, rent, lease, pledge, or encumber the Licensed Materials, including Access thereto, or make any attempt to do so, (ix) alter, remove, truncate, hinder delivery or otherwise modify the format, scope or Access to, the Licensed Materials, in whole or in part, including but not limited to, any formatting, ordering or placement of the Licensed Materials or any content therein, or any copyright, disclaimer, notice, warning, data expiration date, or last updated date included in the Licensed Materials, (x) use the Licensed Materials or the information contained therein or results derived therefrom to develop any tools, products or services that could be

competitive with the Licensed Materials or any other tools, products or services provided by WKH or its Affiliates, (xi) reproduce and/or otherwise use the Licensed Materials in any manner for purposes of training Customer's algorithms or models, or to otherwise create transformations, correlations, hashes, vectors, data mining, matrices, tables, translations, extractions, algorithms, derivatives or models, or (xii) use or process any Licensed Materials with any "artificial intelligence" based tools, software, or services without the prior written consent of WKH.

1.4. Third Party Material. If provided for in an Order Form, additional terms and conditions may apply to Customer's Access to and use of Third Party Material. Such additional terms and conditions, if any, shall be made available to Customer. In the event of changes in the terms applicable to such material, WKH reserves the right to terminate Access to such Third Party Material, remove such Third Party Material from the Licensed Materials, modify the Third Party Material accessible hereunder, or add additional terms and conditions applicable to such Third Party Material, in each case effective immediately upon notice being made reasonably available to Customer by either WKH or the applicable third party. In the event of any conflict between the terms hereof and the terms governing and pertaining to the Third Party Material, the terms governing and pertaining to the Third Party Material shall control. WKH grants no right or license to Customer to Access any Third Party Material through an LMS and makes no representation or warranty to Customer that Customer has any right to access or use any Third Party Material through an LMS.

1.5. Access; Security. Customer acknowledges that the Licensed Materials and all content contained therein constitute Confidential Information of WKH. In addition to and without limiting the generality of Section 8.1, Customer shall:

1.5.1. issue Access credentials to Authorized Users only, ensure Access is terminated immediately upon any individual ceasing to be an Authorized User, and verify to WKH upon request the status of any Authorized User;

1.5.2. ensure that access to and use of the Licensed Materials by Authorized Users is secure and restricted in accordance with the terms and conditions of this Agreement; and

1.5.3. at all times use its best efforts to maintain the security of the Licensed Materials and the administration thereof.

If Customer becomes aware that an Authorized User or any third party has tampered with any Licensed Materials or any Confidential Information contained therein, including but not limited to Access credentials, or that any third party has gained unauthorized access to any Licensed Materials, Customer shall (i) immediately inform WKH of such activity; (ii) take appropriate steps to ensure that such activity ceases; and (iii) cooperate with WKH in order to prevent any recurrence of such activity. In the event of any such unauthorized activity, as provided for in Section 3.4, WKH may suspend access to the Licensed Materials until such unauthorized activity has ceased to occur.

1.6. Updates and Discontinuation. WKH may update, modify or replace the Licensed Materials, including any Content available therein, from time to time. WKH reserves the right to discontinue offering Access to the Licensed Materials, or a portion thereof, through any or all platforms at any time for any reason. WKH will use commercially reasonable efforts to provide at least thirty (30) days' notice of any such discontinuation. In the event that WKH elects to discontinue offering such Access to any Licensed Materials in its entirety and does not replace such discontinued Licensed Materials with a reasonable substitute (as determined in WKH's sole discretion), WKH will, unless WKH determines such discontinued Licensed Materials are obsolete, refund to Customer the unused prorated portion of any Fees applicable to such discontinued Licensed Materials.

1.7. Customer Infrastructure. Customer is solely responsible for procuring, supporting, securing, connecting and maintaining any hardware, software, operating systems, networks, databases, connectivity, data center resources, telecoms resources or other systems or infrastructure ("Infrastructure") needed to access and use the Licensed Materials for the Permitted Use and neither WKH nor its Affiliates or licensors have any responsibility with respect to failure, malfunction, power loss or interruption that is due in whole or in part to the Customer's Infrastructure or to Customer's failure to procure, support, secure, connect or maintain adequate Infrastructure.

1.8. Access via LMS. If Customer is permitted to Access the Licensed Materials through an LMS, Customer shall be solely responsible for complying with the terms of Exhibit C relating to updating and/or discontinuation of Content.

1.9. Authorized User Terms. Customer acknowledges that Authorized Users' Access to the Licensed Materials may be conditioned on their acceptance of and compliance with end user terms and conditions ("End User Terms") applicable thereto (including any End User Terms of providers of Third Party Materials). At WKH's request, Customer shall require each Authorized User to sign or otherwise consent to End User Terms provided by WKH or such third party prior to enabling such Authorized User's Access to the Licensed Materials or Third Party Materials.

## 2. PAYMENT.

2.1. Fees and Invoicing. Fees will be invoiced as and when set forth in the applicable Order Form. Unless otherwise specified in the applicable Order Form, Customer shall pay to WKH the Fees set forth in the applicable Order Form within thirty (30) days of the date of invoice. Payment to WKH shall be made in U.S. currency *via* Automated Clearing House (ACH), wire transfer or as otherwise set forth in the applicable invoice. To the extent WKH permits payment via credit card (or any method other than ACH payment or wire transfer), WKH reserves the right to charge Customer additional processing fees. Except as otherwise set forth herein or in the Order Form, Fees are nonrefundable. Any amounts owed by Customer that are not paid when due and payable shall be subject to late fees at a rate of the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permissible under applicable law.

2.2. Cohort. Unless a different basis for calculating Fees is set forth in the applicable Order Form, Customer acknowledges that the total Fees it will owe for the Licensed Materials will be dependent upon the number of Cohorts and numbers of students in each Cohort with respect to such Licensed Materials. For each Cohort, the Fees will be the amount set forth in the applicable Order Form multiplied by the number of students enrolled in the applicable Customer nursing program(s) (each, a "Program"), as listed in the Final Cohort Roster for such Program in accordance with the terms and conditions of Section 2.3 of this Agreement (each, an "Enrolled Student"). A "cohort" means an incoming group of students starting a particular Customer Program at the same time or added to the Cohort by the Add/Drop Date and predicted to graduate from the applicable Program on the same date (each, a "Cohort"). Customer is anticipated to form several Cohorts each year during the Agreement Term.

2.3. Cohort Roster. Customer shall provide to WKH in the manner specified by WKH a roster of students for each Cohort at least fourteen (14) days prior to the start of the first semester session for each Cohort (each, an initial "Cohort Roster"). The Cohort Roster shall include (1) the first and last names of each student in the Cohort, (2) each student's university email address, and (3) the deadline date by which students may be added to or dropped from the Cohort ("Add/Drop Date"). Customer shall timely notify WKH of additions and deletions to the Cohort, providing the information listed in the previous sentence for each added student, so that WKH can promptly enable their access to the Licensed Materials. Customer shall cause deleted students to cease all Access of the Licensed Materials and destroy all copies of the Licensed Materials and all portions thereof accessible to, or in possession of, such deleted students. Customer must provide a finalized Cohort Roster to WKH within ten (10) days of the Add/Drop Date (the "Final Cohort Roster"). If Customer fails to provide a timely Final Cohort Roster to WKH in accordance with this Section 2.3, WKH may invoice Customer based on the number of students provided in the initial Cohort Roster provided to WKH. Customer shall be responsible for fully, accurately and timely reporting the information in the Cohort Rosters.

2.4. Taxes. Unless Customer timely provides WKH with valid proof of tax-exempt status (e.g., a written exemption certificate), Customer shall pay all applicable federal, state, or local sales, use, withholding, excise, consumption, value-added and similar taxes assessed or based upon this Agreement, Access to the Licensed Materials, the Services and/or any other



transactions hereunder, excluding taxes based on WKH net income. If Customer is tax-exempt, Customer shall provide its tax-exempt certificate to WKH upon execution of this Agreement.

### 3. **TERM AND TERMINATION; SUSPENSION.**

3.1. **Term.** This Agreement is effective upon the Effective Date and, unless earlier terminated as set forth in this Agreement, will remain in effect until six (6) months after the date on which all Order Forms entered into hereunder have expired or are earlier terminated in accordance with this Agreement ("**Agreement Term**"). Each Order Form is effective on the Order Form Effective Date and, unless earlier terminated as set forth in this Agreement or the Order Form, will remain in effect for the Order Form Term set forth in such Order Form. In the event this Agreement is terminated, then unless the termination notice specifies otherwise, all Order Forms will automatically terminate upon the effective date of such termination.

3.2. **Termination for Cause by Either Party.** Either party may terminate this Agreement or an Order Form by written notice to the other party if the other party materially breaches this Agreement or the applicable Order Form. Termination will be effective (i) immediately, with respect to breaches that are incapable of cure; or (ii) for breaches that are capable of cure, thirty (30) days of written notice thereof from the non-breaching party, but only if the breaching party fails to cure such breach within such period.

3.3. **Effect of Termination.** Upon expiration or termination of this Agreement or an Order Form, all rights granted to Customer under this Agreement or under the applicable Order Form shall terminate and, except with respect to Licensed Materials for which Customer is granted a perpetual license (but subject to the last sentence of this Section 3.3), (a) Customer shall and shall cause its Authorized Users to immediately cease all Access of the Licensed Materials, and (b) Customer shall (i) take such steps as are necessary to prohibit further use of the Licensed Materials (including, if applicable, removing the Licensed Materials from Customer's computer systems, if so installed), (ii) upon WKH's request, certify to WKH that it has ceased all Access of the Licensed Materials and furnish a written description of the steps taken to prohibit further use of the Licensed Materials, and (iii) pay all earned and unpaid Fees and expenses immediately. Termination of this Agreement pursuant to Section 3.2 will not affect Customer's obligation to pay any Fees due and payable or any remedies available to WKH by law or equity. In the event WKH terminates this Agreement pursuant to Section 3.2, WKH shall have the right to (A) deny or block all Access to the applicable Licensed Materials and to invalidate any Access Codes, passwords, Internet Protocol address validation, or other authentication method, and (B) revoke any perpetual licenses that were granted with respect to Licensed Materials.

3.4. **Suspension of Access.** In addition to any termination rights available to WKH under this Agreement, if Customer: (i) fails to pay any Fees in full to WKH when due and payable under

this Agreement, (ii) breaches its obligations with respect to Access to or use of the Licensed Materials, or (iii) causes or permits a security risk to, or an adverse impact on, the Licensed Materials or WKH's intellectual property rights therein, WKH may immediately and without notice suspend Access to the relevant Licensed Materials (and to its platform and/or any other Licensed Materials, if WKH believes prudent for the protection of persons or property) until such breach(es) or other issues are cured.

3.5. Change in Laws. In the event of: (i) the promulgation, or issuance of an interpretation, of any laws, rules, or regulations, (ii) the discontinuation of a material portion of data in the Licensed Materials by data suppliers that are the source of such data, or (iii) unanticipated changes in industry practice that adversely impact WKH's provision of all or part of the Licensed Materials, that, in the reasonable, good faith opinion of WKH's counsel, could (a) impose significant additional costs on WKH and/or any of its Affiliates, or (b) place either WKH or its Affiliates at risk of regulatory non-compliance and/or adversely affect the provision or functionality of the Licensed Materials, the parties shall negotiate in good faith to amend this Agreement and/or any affected Order Form to address such limitations. If the parties are unable to reach an agreement on such amendment(s) within thirty (30) days, then WKH may, in its sole and absolute discretion, either (x) discontinue the impacted Licensed Materials or any component, feature, or related Service, or (y) immediately terminate this Agreement or any affected Order Form. To the extent that WKH terminates an Order Form in accordance with this Section, then WKH will provide Customer with a pro-rata refund of pre-paid but unused Fees under the affected Order Form.

#### **4. OWNERSHIP OF LICENSED MATERIALS AND OTHER MATERIALS; TRADEMARKS.**

4.1 WKH, its Affiliates and/or its licensors shall be the exclusive owner of all rights, title, interest, ownerships, including all intellectual property rights, in and to: (i) the Licensed Materials, including but not limited to vectors, indices, files or tables, or any algorithms, models or other derivatives generated in whole or part from or containing the Licensed Materials, (ii) the Services and any related work product, (iii) any and all translations, adaptations, developments, customizations, Updates, or derivations of or to the Licensed Materials, whether or not developed by or for the Customer, and (iv) Feedback. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement. WKH, its Affiliates and/or licensors do not, and shall not be deemed to, transfer to Customer any intellectual property rights, whether as "work-for-hire" or otherwise, other than the right to Access the Licensed Materials in accordance with this Agreement. To the extent Customer obtains any intellectual property rights in any of the foregoing, Customer hereby assigns to WKH (or its Affiliates and/or licensors, as applicable) all rights, title and interests in and to any and all such materials, effective upon their creation or communication. Customer shall execute

and deliver to WKH such further assignments and take all such further actions as WKH may reasonably request to effect or evidence the assignment to and vesting in WKH (or its Affiliates and/or licensors, as applicable) of all such rights. Customer grants to WKH, its Affiliates and/or licensors a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use for any purpose any Feedback. Feedback is voluntary and WKH and its Affiliates and/or licensors are not required to hold it in confidence. Any and all error corrections, bug fixes, patches, changes, modifications based on Feedback, or other Updates shall be the sole property of WKH (or its Affiliates and/or licensors, as applicable).

4.2 Except as otherwise provided in an Order Form, no party shall use the names, trademarks or logos of another party in any written materials, including, but not limited to, press releases, advertisements or other promotional materials, without the other party's prior written consent. Notwithstanding the foregoing, a party may use another party's name to disclose the existence of this Agreement and/or for WKH and its Affiliates to publicly reference Customer as a subscriber of the Licensed Materials.

4.3 WKH may monitor Customer's and its Authorized Users' use of the Licensed Materials to ensure compliance with this Agreement. If any issue of non-compliance arises, Customer agrees to cooperate in a timely manner with WKH's reasonable requests for information, documents, site access, or assistance relating to Customer's and its Authorized Users' compliance with this Agreement until such issue is fully and finally resolved.

## 5. **DISCLAIMERS.**

5.1. THE LICENSED MATERIALS, INCLUDING ANY CONTENT THEREIN AND ALL SERVICES AND WORK PRODUCT, ARE FURNISHED BY WKH, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY CUSTOMER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WKH, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS, INCLUDING ANY CONTENT THEREIN, OR ANY SERVICES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED MATERIALS, THE CONTENT, OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

5.2. WKH, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO LICENSED MATERIALS OR CONTENT, OR ANY SERVICES OR WORK PRODUCT THEREOF, THAT ARE MODIFIED OR ALTERED BY CUSTOMER, AUTHORIZED USERS, OR ANY THIRD PARTY, OR AVAILABILITY OF, ACCESS TO OR USE OF LICENSED MATERIALS, CONTENT, OR SERVICES THROUGH A THIRD-PARTY PLATFORM OR SERVER.

5.3. NO WKH EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

5.4. CUSTOMER ACKNOWLEDGES THAT ACCESS TO THE LICENSED MATERIALS, THE CONTENT THEREIN AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT WKH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5.5. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR LICENSED MATERIALS TO ACHIEVE ITS INTENDED RESULTS. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE USE OF LICENSED MATERIALS AND TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE LICENSED MATERIALS, INCLUDING THOSE TO ANY THIRD PARTY, AND FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. WKH AND ITS AFFILIATES, LICENSORS AND COLLABORATORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

5.6. THE LICENSED MATERIALS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON AN AUTHORIZED USER'S EXAMINATION OF EACH PATIENT. WHILE CERTAIN LICENSED MATERIALS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH LICENSED MATERIALS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE AUTHORIZED USER IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. CUSTOMER AND EACH AUTHORIZED USER SHOULD EXERCISE ITS OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY ONLINE TOOLS. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. CUSTOMER AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY LICENSED MATERIALS, AND CUSTOMER'S AUTHORIZED

USERS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY WKH, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY CUSTOMER (OR ANY OF ITS HEALTHCARE PROFESSIONALS, INCLUDING THE AUTHORIZED USERS) OF ANY OF THE LICENSED MATERIALS.

## 6. INDEMNIFICATION.

### 6.1. WKH Indemnification.

6.1.1. General. Subject to the following and all other terms and conditions set forth in this Agreement, WKH agrees to defend Customer against any unaffiliated third party claim brought against Customer, and pay damages and reasonable costs finally assessed against Customer by a court of competent jurisdiction (or, at WKH's option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from infringement by the Licensed Materials of such third party's patents, registered trademarks or copyrights, in each case only to the extent registered prior to the date of this Agreement in the U.S.; provided that: (i) WKH is notified promptly in writing of the claim, (ii) WKH controls the defense and settlement of the claim, and (iii) Customer cooperates with all reasonable requests of WKH (at WKH's expense) in defending or settling the claim.

6.1.2. Exclusions. Section 6.1.1 does not cover claims or actions based upon or arising out of: (i) any use of the Licensed Materials or Services in combination with other products not provided by WKH or products with which the Licensed Materials or Services are not authorized or intended to be used, (ii) modification or alteration of the Licensed Materials or Services by any person other than WKH or its authorized agent, (iii) any use of the Licensed Materials or Services in breach of this Agreement, (iv) events that do not occur during the Agreement Term, (v) use of a version of some or all of the Licensed Materials or Services if infringement would have been avoided or mitigated by the use of a correction or subsequent unaltered version of the Licensed Materials or Services that is provided to Customer, or (vi) content, specifications, data, or instructions provided or input by Customer or its Authorized Users.

6.1.3. Mitigation. If all or part of the Licensed Materials becomes, or in WKH's opinion, is likely to become, the subject of a third party claim of infringement or violation of such third party's intellectual property rights, WKH may, at its option: (i) procure for Customer the right to continue using the Licensed Materials, (ii) replace the same with non-infringing materials of substantially similar functionality, or (iii) modify the Licensed Materials so that it becomes non-infringing without materially reducing its functionality. If WKH determines that



none of the foregoing alternatives are feasible or commercially reasonable, WKH may terminate Customer's license to the Licensed Materials and provide Customer with a pro-rata refund of prepaid but unused Fees paid for the Licensed Materials.

6.1.4. Exclusive Remedy. To the maximum extent permitted by applicable law, the provisions of this Section 6 state the sole, exclusive and entire liability of WKH and its Affiliates, licensors, distributors, agents, subcontractors and suppliers, and Customer's sole, exclusive and entire remedy, with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

6.2. Customer Indemnification. Except with respect to third party claims for which Customer is entitled to indemnification pursuant to Section 6.1, Customer shall defend, indemnify and hold harmless WKH and its Affiliates and their respective officers, directors, employees, contractors and agents ("WKH Indemnified Parties"), from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of, connected with, or resulting in any way from third party claims against the WKH Indemnified Parties based on Customer's or any Customer user's (including any Authorized User's) use or modification of the Licensed Materials or Services.

6.3. Indemnification Procedures. In the event of a claim subject to indemnification hereunder (a "Claim"), the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the party obligated to provide indemnification hereunder (the "Indemnifying Party") in a timely manner. The Indemnifying Party shall have the right, at its expense, to employ counsel reasonably acceptable to the Indemnified Party to defend the Claim, and to compromise, settle or otherwise dispose of the Claim; provided, however, that no compromise or settlement of any Claim admitting liability of or imposing duties or restrictions upon the Indemnified Party may be effected without the prior written consent of the Indemnified Party. The Indemnified Party will cooperate in such action by making available to the Indemnifying Party, at the Indemnifying Party's expense, records reasonably necessary for the defense of the Claim. If the Indemnifying Party does not avail itself of the opportunity to defend or otherwise dispose of the Claim within thirty (30) days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), the Indemnified Party may investigate, defend, settle or otherwise dispose of the Claim.

## 7. LIMITATION OF LIABILITY.

7.1. NEITHER WKH NOR ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS OR SUPPLIERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION

DAMAGES FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, BUSINESS INTERRUPTION, LOSS OF SALES, PROFITS, BUSINESS, GOODWILL, OR DATA, OR FOR THE INABILITY TO USE THE LICENSED MATERIALS, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FINES, COSTS, EXPENSES AND OTHER LIABILITIES, AND/OR THE SAME ARE REASONABLY FORESEEABLE. THE TOTAL LIABILITY OF WKH AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT (including UNDER ANY Order Forms), THE LICENSED MATERIALS (INCLUDING THE CONTENT CONTAINED THEREIN), THE SERVICES, AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID BY CUSTOMER TO WKH UNDER THE APPLICABLE ORDER IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.

7.2. WKH ASSUMES NO RESPONSIBILITY OR LIABILITY RESULTING FROM (I) ANY MODIFICATION OF OR ALTERATION TO ANY LICENSED MATERIALS, SERVICES OR CONTENT BY CUSTOMER, AUTHORIZED USERS, OR ANY THIRD PARTY, (II) ANY DISABLING OR IMPEDING OF ACCESS TO ANY LICENSED MATERIALS, SERVICES OR CONTENT CAUSED BY A THIRD PARTY, OR (III) USE OF ANY LICENSED MATERIALS, SERVICES OR CONTENT UPLOADED TO OR ACCESSED THROUGH A THIRD-PARTY PLATFORM OR SERVER.

7.3. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WKH ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY INJURY AND/OR DAMAGE TO CUSTOMER'S, AUTHORIZED USERS' OR ANY THIRD PARTY'S PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY CUSTOMER (OR ANY OF ITS AUTHORIZED USERS) OF ANY OF THE LICENSED MATERIALS, CONTENT OR SERVICES.

7.4. THE ALLOCATIONS OF LIABILITY IN THIS SECTION 7 REPRESENT THE AGREED, BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND WKH'S COMPENSATION HEREUNDER REFLECTS SUCH ALLOCATIONS. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## 8. CONFIDENTIALITY; PERSONAL DATA.

### 8.1. Confidentiality.

8.1.1. Nonuse and Nondisclosure. Except as otherwise provided herein or as expressly permitted under this Agreement, Customer and WKH agree that all Confidential Information shall be held in strict confidence by the other party and will not be made available or disclosed to any third party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those Affiliates, employees, third-party consultants, subcontractors, or service providers, who have a legitimate need to know such Confidential Information for purposes of this Agreement or as otherwise expressly permitted hereunder and who are bound by obligations of confidentiality with respect to the Confidential Information similar to those contained herein; provided that each party shall remain liable for any unauthorized disclosure of the other party's Confidential Information by such third parties. Each party will be deemed to have fulfilled its confidentiality obligations hereunder if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

8.1.2. Exceptions. Notwithstanding the above restrictions, neither party will have any restriction on use or disclosure of Confidential Information which: (i) is now or subsequently enters the public domain through means other than disclosure by a party hereto in breach of the terms and conditions of this Agreement, (ii) is lawfully obtained from a third party without an obligation of confidentiality, (iii) is independently developed by such party without any use of or reliance upon any Confidential Information of the other party, or (iv) is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party free of any obligation of confidence to the other party.

8.1.3. Disclosure Required by Law. If the receiving party is required to disclose Confidential Information by law, by court order or by order of any governmental entity or administrative tribunal having jurisdiction over the receiving party, then the receiving party must, to the extent legally permitted, notify the disclosing party of any such requirement prior to disclosure in order to afford the disclosing party an opportunity to seek a protective order to prevent or limit disclosure, and the receiving party will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

### 8.2. Data Privacy.

8.2.1. Privacy Policy. If and to the extent Authorized Users provide any personal data to WKH via the Licensed Materials or by other means, such personal data will be subject to and treated by WKH in accordance with the applicable Licensed Materials' online privacy policy. WKH may collect information regarding queries submitted through the Services, Licensed Materials, Content reviewed, and other uses of the Licensed Materials by Authorized Users. WKH shall own such information (including any such information that is considered personal data) and may use it in any manner it chooses, including to improve its Services, Licensed

Materials and to offer customizations to Authorized Users, and may share any such information collected with its Affiliates and licensors, all in accordance with its online privacy policy.

8.2.2. FERPA. WKH is not an "educational institution" subject to the Family Educational Rights and Privacy Act of 1974 ("FERPA"). If and to the extent WKH (a) creates or maintains on behalf of Customer Education Records (as such term is defined in 34 CFR § 99.3) of any students of Customer or (b) receives from Customer any personally identifiable information ("PII") associated with such Education Records, WKH agrees to protect the confidentiality of such Education Records and PII as required by FERPA. Nothing in this Agreement prohibits WKH from de-identifying any PII in any Education Records in accordance with FERPA requirements and using such de-identified information outside the scope of the Licensed Materials for its own purposes.

## 9. General Provisions.

9.1. Governing Law. This Agreement, the use of the Licensed Materials, Content and Services permitted hereunder, and any disputes arising out of or related thereto, is governed by and enforced in accordance with the laws of the State of New York, including its statutes of limitations, without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The courts located in New York County (borough of Manhattan), New York, will have exclusive jurisdiction over any dispute relating to this Agreement, the Licensed Materials or the Services, and each party consents to the exclusive jurisdiction of those courts.

9.2. Jury Trial Waiver . **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL FOR ANY CLAIM OR DISPUTED RELATING TO THIS AGREEMENT.**

9.3. Amendments. Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement.

9.4. Assignment. Customer shall not assign or transfer this Agreement, nor delegate any of its duties, in whole or in part, without the prior written consent of WKH. In no event shall WKH's consent be construed as discharging or releasing Customer in any way from the performance of its obligations under this Agreement. WKH may freely assign this Agreement to any Affiliate or successor of WKH or in connection with any sale transaction or change of control transaction involving any of the Licensed Materials and may delegate its duties, in whole

or in part, in each case without any consent of Customer. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

9.5. Compliance with Laws. Customer shall comply with all applicable federal, state or provincial, and local laws, rules, and regulations in conjunction with its performance pursuant to this Agreement.

9.6. No Competitive Products or Services. Notwithstanding anything herein to the contrary, under no circumstances shall Customer use the Services, Licensed Materials or information contained therein or results derived therefrom to develop any products or services that could be competitive with the Services, Licensed Materials or any other products or services provided by WKH or its Affiliates.

9.7. Public Disclosures. Neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, WKH will have the right to issue public statements pertaining to the existence of the business relationship between WKH and Customer, including the right to limited use of Customer's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials. WKH will not claim Customer's endorsement of WKH's Licensed Materials or services without Customer's prior written consent.

9.8. Audit. During the Agreement Term and for a period of three (3) years thereafter, Customer shall maintain complete and accurate records with respect to its Cohort Rosters. If WKH believes in good faith that Customer has provided any inaccurate Cohort Rosters during the Agreement Term that under-reports the total number of students in the applicable Cohort, WKH may request, and Customer shall promptly provide, such information, records and make knowledgeable personnel available to WKH reasonably necessary for WKH to confirm (i) the accuracy of any Cohort Roster response, (ii) that the Fees assessed to Customer and paid to WKH are correct, and (iii) Customer has complied with this Agreement. If a review uncovers errors or variations resulting in an under-assessment of Fees invoiced or underpayment of amounts due and payable for the period subject to the review, Customer shall, in addition to promptly reimbursing WKH for any underpayment, pay to WKH the reasonable costs of the review incurred by WKH.

9.9. Entire Agreement. This Agreement, which includes all Exhibits, Order Forms, addenda, attachments, amendments and all documents expressly referred to in the foregoing, constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes all prior and contemporaneous agreements, understandings, representations, warranties, proposals and communications, whether oral or written, between the parties relating to such subject matter. Any purchase order, requisition, request for proposal or



other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by WKH. For the avoidance of doubt, WKH may execute separate agreements with Customer for different products and services, which shall not supersede and replace this Agreement unless expressly stated otherwise.

9.10. Precedence. In the event of any inconsistency or conflict between the terms and conditions of the documents comprising this Agreement, including the body of this Agreement, any Order Forms, any other exhibits to any of the foregoing documents, and any other terms or conditions referenced in this Agreement, including the End User Terms, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable exhibits or other attachments to this Agreement; then, Order Forms; then any applicable exhibits or other attachments to any Order Forms; then any other terms or conditions referenced in this Agreement.

9.11. Force Majeure. Except for Customer's obligation to pay Fees that are due and payable, neither party will be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault, including but not limited to acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, natural disasters, pandemics, epidemics, labor strikes (other than those involving the party's employees), computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or Internet services providers (a "Force Majeure Event"). The party affected by the Force Majeure Event will use reasonable efforts after the start of the Force Majeure Event to notify the other party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under this Agreement.

9.12. Injunctive Relief. Each party agrees that the other party may, in addition to any other remedies available at law, be entitled to seek immediate injunctive or other equitable relief restraining such actual or threatened breach, without the need to post any bond or show proof of any monetary damages.

9.13. Notices. Each party providing any notice (including any request, demand or other communication) pursuant to this Agreement or any Order Form shall give the notice in writing and use one of the following methods of delivery: personal delivery, registered or certified mail return receipt requested and postage prepaid, or nationally recognized overnight courier with all fees prepaid. Each party giving a notice shall address the notice to the appropriate person at the receiving party as listed on the signature page hereto. Except as provided elsewhere in this Agreement, a notice is effective only if the party giving or making the notice has complied with the provisions of this notice Section, and if the addressee of the notice has received the notice.

9.14. Independent Parties. The parties are independent contracting parties and nothing in this Agreement shall be deemed to make any party an agent, employee, or joint venturer of another party. No party shall be entitled to any benefits that another party provides for its own

employees, including, without limitation, workers' compensation, and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions or other conditions.

9.15. No Third-Party Beneficiary. WKH's licensors and suppliers of Third-Party Materials are intended third-party beneficiaries to this Agreement (including Order Forms entered into hereunder) and shall have the right to enforce or assert on its own behalf the provisions of the Agreement and any Order Form. Subject to the foregoing, no third party is intended to be, nor will be, a third-party beneficiary of any provision under this Agreement, and WKH and Customer will be the only parties entitled to enforce the rights and terms and conditions set out in this Agreement.

9.16. Survival. The following Sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1.3, 2.1 (to the extent of unpaid Fees), 3.3 and 4 through 9.

9.17. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same Agreement. Photocopies, facsimile transmissions and other reproductions of the executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. Electronic signatures and electronically transmitted documents are binding.

9.19. Severability. If any provision of this Agreement or its application to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

9.20. Waivers. No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.



IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

**MiraCosta College**

**WOLTERS KLUWER HEALTH, INC.**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Its:

Its:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

Address for notice purposes under Section 9.14: Address for notice purposes under Section 9.14:

MiraCosta College  
One Barnard Drive  
Oceanside, CA 92056-3820  
Attention: Alison Phinney

Wolters Kluwer Health, Inc.  
Two Commerce Square  
2001 Market Street, Philadelphia, PA 19103  
Attention: Contracts Management  
With a copy to (which shall not constitute notice):  
Wolters Kluwer Health, Inc.  
28 Liberty Street  
New York, NY 10005  
Attention: Legal Department

## **DEFINITION OF TERMS**

In addition to any definitions set forth in the body of this Agreement, Proposal or an Order Form, the parties agree to the following definitions:

1. "Access" means access and use of the Licensed Materials through the Methods of Access.
2. "Access Codes" means unique identification numbers that each allow one Authorized User to access the applicable Licensed Materials.
3. "Affiliate" of a party means any other person or entity which, directly or indirectly, controls, is controlled by or is under common control with such first party, where control means the ability to direct the affairs of another person or entity through ownership of voting interest, contract rights or otherwise.
4. "Agreement" means this Master Subscription Agreement, including any Exhibits, Order Forms, addenda, attachments, and amendments thereto and all documents expressly referred to therein.
5. "Authorized Users" means currently Enrolled Students, faculty and staff of a Customer, solely to the extent such Enrolled Students, faculty and staff are accessing and using the Licensed Materials in accordance with the Permitted Use. Any individual users of institutions, associations or organizations (i) related or Affiliated with Customer, or (ii) acquired by or merged with Customer during the Agreement Term, will not be deemed "Authorized Users" without WKH's express written consent or unless expressly provided for in the applicable Order Form.
6. "Confidential Information" means, with respect to a party hereto or its Affiliates, all information or material that (i) is of a proprietary nature and the disclosing party identifies in writing as confidential, or (ii) from all the relevant circumstances should reasonably be understood to be confidential, proprietary, or generally not available to the public. Confidential Information of WKH includes, but is not limited to, the Licensed Materials, the Services and the terms of this Agreement.
7. "Content" means the medical, nursing, drug information and other related content, including without limitation, any concepts, data, recommendations, instructions, alternatives, methods, techniques, procedures or other information supplied by WKH hereunder and made available through the Licensed Materials. Content may include Third Party Material.
8. "Customer" has the meaning set forth in the preamble.
9. "Effective Date" means the date last set forth in the signature page hereto.

10. "Feedback" means any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer and/or its Authorized Users relating to any Licensed Materials and Services.
11. "Fees" means the license fees, service fees, usage fees, and any other fees due to WKH set forth in any Order Form or amendment thereto.
12. "Licensed Materials" means the application or data file identified as "Licensed Materials" in the applicable Order Form, including any proprietary content therein. Licensed Materials do not include an LMS licensed from a third party provider.
13. "LMS" means a learning management system licensed from a third party provider.
14. "Methods of Access" has the meaning set forth in the applicable Order Form.
15. "Order Form/Proposal" means a document entered into by WKH and Customer that complies with, and is made part of, this Agreement and is substantially in the form set forth in the template Order Form
16. "Order Form/Proposal Effective Date" has the meaning set forth in the applicable Order Form.
17. "Order Form/Proposal Term" has the meaning set forth in the applicable Order Form.
18. "Permitted Use" has the meaning set forth in the applicable Order Form, subject to the prohibited uses in Section 1.3. The term "Permitted Use" also includes any relevant terms and conditions applicable to Authorized Users included in the terms and conditions governing Access to the Licensed Materials.
19. "Services" means all services to be performed by WKH, including all resulting work product and deliverables, pursuant to an Order Form.
20. "Third Party Material" means any: (a) content and software supplied or licensed to WKH by third parties and made available as part of the Licensed Materials; and (b) applications provided through a third-party platform, including mobile and virtual and augmented reality applications. Third Party Material does not include an LMS licensed from a third party provider.
21. "Updates" means all revisions, enhancements, modifications, improvements and corrected versions of the Licensed Materials and Services.



## **EXHIBIT B**

### **ACCESS TO AND USE OF THE LICENSED MATERIALS THROUGH AN LMS**

- General Requirements.** In order for Customer to access and use the Licensed Materials and Content through an LMS, Customer must: (i) have a current and valid license to use the LMS from a third party provider; (ii) perform initial implementation procedures that either provide links in the LMS to the Licensed Materials and Content (generally applicable to course Content) or upload Content to the LMS (generally applicable to test Content); and (iii) perform periodic review and maintenance to ensure that Licensed Materials and Content are accessible through the LMS. WKH recommends that Customer include in any license agreement with an LMS provider terms that ensure the LMS provider will not block or impede access to and use of third party content, provided that Customer has the right or license to use the content, and at the time the license is signed, the content is compatible with the LMS and not disruptive to the LMS provider's system. Customer is responsible for obtaining the information necessary to access and use the Licensed Materials and Content through an LMS. Such information is generally available through the LMS documentation or from publicly available sources. WKH is not responsible for providing such information to Customer or ensuring that Customer has ongoing access to such information. Customer understands that the Licensed Materials and Content are designed to work with LMS technology that complies with current E-Learning Standards. WKH makes no representation or warranty (a) that the Licensed Materials and Content are or will continue to be compatible with any particular LMS or any future E-Learning Standards, (b) that Customer has any right or license to access or use any Third Party Material through an LMS, (c) or that access to and use of the Licensed Materials and Content in an LMS will not be interrupted by factors outside of WKH's control. Customer agrees that a change in an LMS's functionality or compatibility with the Licensed Materials or Content or any other limitation on access to or use of the Licensed Materials and Content by an LMS provider does not provide a basis for terminating this Agreement.
- WKH Support.** As part of this Agreement, WKH will provide implementation, maintenance and update support to Customer with respect to the Licensed Materials (and not, for purposes of clarity, the LMS) at no additional cost through WKH's customer service team. Customer understands, however, that WKH makes no additional express or implied representations or warranties in connection with providing such support and ultimate responsibility rests with Customer to make sure that Content is properly implemented, maintained and updated.
- Updating Content.** Customer understands that certain Content (generally applicable to course Content) can be accessed in an LMS through internet links to WKH controlled systems, and that such Content will be automatically updated by WKH and available to Customer as long as the links are working correctly. Customer further understands that certain other Content (generally applicable to test Content) can be accessed in an LMS only by uploading that Content to the LMS provider's server, and that WKH will provide Customer with updated Content when it becomes available, but it is Customer's responsibility to upload updated Content to the LMS as soon as it is received from WKH.

4. **Responsibility for Content Uploaded to an LMS.** Customer agrees that it is solely responsible for ensuring that any Content that it uploads or otherwise transmits to an LMS provider is protected from misuse, misappropriation or redistribution. WKH recommends that Customer include in any license agreement with an LMS provider terms that limit the LMS provider's access to and use of any Content that Customer uploads or transmits to the LMS.

CUSTOMER AGREES THAT: (I) WKH MAY SUSPEND OR TERMINATE CUSTOMER'S RIGHTS UNDER THIS AGREEMENT AS A RESULT OF MISUSE, MISAPPROPRIATION, OR REDISTRIBUTION OF LICENSED MATERIALS OR CONTENT THAT HAVE BEEN UPLOADED OR TRANSMITTED TO AN LMS PROVIDER; AND (II) CUSTOMER WILL INDEMNIFY WKH FOR ANY LOSSES OR DAMAGES SUFFERED BY WKH AND ARISING FROM MISUSE, MISAPPROPRIATION, OR REDISTRIBUTION OF LICENSED MATERIALS OR CONTENT THAT HAVE BEEN UPLOADED OR TRANSMITTED TO AN LMS PROVIDER BY CUSTOMER.

## MiraCosta Community College District Item Report

**Item:** VIII.S.

**Meeting Date:** May 14, 2026

<b>Subject:</b>	Approve Naming of Access Road North of Building 13
<b>Category:</b>	Consent Items
<b>Institutional Goal Supported:</b>	Goal 4
<b>Recommended:</b>	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
<b>Approved for Consideration:</b>	Sunita V. Cooke, Ph.D., Superintendent/President
<b>Attachments:</b>	None

### **Background:**

The MiraCosta College Foundation, working in accordance with Board Policy and Administrative Procedure 3820 – Gifts and 6620 – Naming of Facilities, has initiated fundraising efforts to secure funds to support students and campus programs. 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. Sunita V. Cooke has served with distinction as Superintendent/President of MiraCosta College for over a decade, providing transformative leadership and advancing the college's mission, student success efforts, and community engagement throughout her tenure. In recognition of her enduring contributions to the institution and lasting impact on the college community, the MiraCosta College Foundation has also documented her longstanding philanthropic support, including more than \$40,000 in personal contributions since 2015 and an additional \$15,000 directed to the Foundation through presidential engagements.

With the Board's approval, the college proposes to name the access road located north of Building 13 as "Cooke Court" in honor of Dr. Cooke's leadership, service, and commitment to MiraCosta College. Signage will be installed accordingly, and the name will be incorporated into all official college materials, maps, and directories.

### **Recommended Action:**

Approve the naming of Cooke Court, as detailed above.

## MiraCosta Community College District Item Report

**Item:** VIII.T.

**Meeting Date:** May 14, 2026

**Subject:** Authorize Engineering Services Contract for Pavement Repair and Overlay at Oceanside Campus to NV5

**Category:** Consent Items

**Institutional Goal Supported:** Goal 4

**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** None

### Background:

This infrastructure project addresses the critical need for the repair and replacement of asphalt across Oceanside's main campus. The scope of work is specifically defined by Volume I ("Asphalt and Roadways") of the 2016 Facilities Plan. To ensure the construction phase is properly executed, professional engineering is required to survey current conditions, provide technical reporting, and establish the necessary design directions.

### Status:

The District currently has a Master Service Agreement (MSA) with NV5 stemming from RFP 02-24 that developed a pool of suppliers for engineering services that was approved by the board. This allows the use of a Project Assignment Amendment (PAA) to move forward without additional bidding.

In accordance with Administrative Procedure 6340, which requires board approval for items exceeding the statutory bid threshold, NV5 has proposed Civil and Geotechnical engineering services for pavement repair and overlay on Barnard Drive (entire loop), Track Road, Glaser Drive, and Parking Lot 4C.

The proposed fees are listed as follows:

#### Civil Engineering Fees

Task 1	Final Design and Contract Documents	\$128,700.00
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Task 2	Bid Support	\$9,500.00
Task 3	Construction Administration	\$25,100.00
	<b>Total Civil Engineering Fees</b>	<b>\$163,300.00</b>

Geotechnical

Investigation Fees

Task A	Subsurface Investigation	\$37,000.00
Task B	Laboratory Testing	\$5,000.00
Task C	Engineering Analysis/Report Preparation	\$8,500.00
Task D	Plan/Specification Review & Design Support	\$2,500.00
	<b>Total Geotechnical Fees</b>	<b>\$53,000.00</b>

The total contract value is \$216,300.00, to be funded by Measure

MM Bond interest proceeds.

**Recommended Action:**

Authorize engineering services contract for the Oceanside Campus pavement repair and overlay project to NV5 in an amount not to exceed \$216,300.

## MiraCosta Community College District Item Report

**Item:** VIII.U.

**Meeting Date:** May 14, 2026

**Subject:** Ratify Budget Transfers and Revisions  
**Category:** Consent Items  
**Institutional Goal Supported:** Goal 3  
**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services  
**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President  
**Attachments:** 1. Summary of Budget Revisions Q3-2026

### Background:

In accordance with Title 5 of the California Code of Regulations and the California Community Colleges Budget and Accounting Manual, the total amounts budgeted in the final district budget serve as the maximum expenditure limit for each major account classification. Any expenditures exceeding these classifications for the fiscal year must be specifically authorized by the Board of Trustees.

Title 5 requires board approval by a majority of members for transfers between major account classifications (1000 through 7000 series) as defined by the California Community Colleges Budget and Accounting Manual:

1000	Academic Salaries
2000	Classified Salaries
3000	Employee Benefit
4000	Supplies (small tangible items)
5000	Contract Services (intangibles)
6000	Capital Outlay
7000	Transfer Out, Student Financial Aid, Contingencies

Furthermore, any transfers from the reserve for contingencies require approval by a

two-thirds majority of the board members. These regulations ensure fiscal oversight and alignment with the district's long-term financial sustainability goals.

**Status:**

The attached report reflects the third quarter budget transfers and revisions, after budget adoption, between major account classifications for all funds for the quarter period ending March 31, 2026.

- The third quarter budget transfer was \$579,000 with a net \$0 impact. Transfers between ledger accounts are performed to meet the needs of the department and district. See notables for highlights.
- The third quarter budget revision was \$11.27M in addition to the original adopted budget. See notables for highlights.

**Budget Transfer Notables:**

- **Fund 11, General Fund:** \$349,000 was transferred from interfund transfer to 184\_CC Admin Services to cover for the presidential search/recruitment. There was no impact on the bottom line.
- **Fund 12, 190190\_GR STA SWP Regional CTE Researchers:** \$59,000 was transferred between different ledger accounts to contract services to fund a research contract. There was no impact on the bottom line.
- **Fund 41, Capital Outlay Project Fund:** \$200,000 was transferred from 115\_CC Security to 109\_CC Technology Support Services to cover for upcoming technology upgrade and there was no impact on the bottom line.

**Budget Revision Notables:**

- **Fund 12, Grants:** \$1.26M net budget added. \$800,000 was for Regional Centers of Excellence, \$83,000 for CAEP Adult Education Program AB1491, \$150,000 for Student Services Block Grant, \$50,000 for the Credit for Prior Learning (One-Time Funds), \$179,000 from Emergency Aid for CADAA Filers (One-Time Funds).
- **Fund 43, General Obligation Bond Fund:** \$10M from Measure MM Interest was moved to 1313\_DG to start spending down bond interest.

**Recommended Action:**

Ratify the third quarter budget transfers and revisions for Fiscal Year 2025/26 as presented.

**SUMMARY OF BUDGET TRANSFERS – ALL FUNDS  
 QUARTER ENDING March 31, 2026 (3Q FY2025-26)**

The schedule listed below summarizes the net impact of budget transfers between major account classifications for all funds.

Fund	1 Aca Sal	2 Cl Sal	3 Benefits	4 Supplies	5 Services	6 Equipment	7 Contingent/ Transfers/ Fin Aid	Grand Total
11_FD Unrestricted General Fund	\$11,404	(\$82,388)	\$1,959	(\$41,636)	\$477,514	(\$16,067)	(\$350,786)	\$0
12_FD Restricted General Fund	(\$6,000)	(\$16,763)	(\$67,061)	\$17,992	\$110,111	\$2,187	(\$40,466)	\$0
41_FD Capital Outlay Projects Fund					(\$200,000)	\$200,000		\$0
<b>Grand Total</b>	<b>\$5,404</b>	<b>(\$99,151)</b>	<b>(\$65,102)</b>	<b>(\$23,644)</b>	<b>\$387,625</b>	<b>\$186,120</b>	<b>(\$391,252)</b>	<b>\$0</b>
<b>NET TRANSFER- IN</b>								<b>\$579,149</b>
<b>NET TRANSFER- OUT</b>								<b>(\$579,149)</b>

DRAFT

**SUMMARY OF BUDGET *REVISIONS* – ALL FUNDS  
 QUARTER ENDING March 31, 2026 (3Q FY2025-26)**

The schedule listed below summarizes the net impact of budget revisions for all account classifications for all funds.

Fund	1 Aca Sal	2 Cl Sal	3 Benefits	4 Supplies	5 Services	6 Equipment	7 Contingent/ Transfers/ Fin Aid	Grand Total
11_FD Unrestricted General Fund				\$3,000	\$8,035			\$11,035
12_FD Restricted General Fund	\$80,782	\$560,063	\$275,053	\$43,692	\$44,046	(\$54,881)	\$316,971	\$1,265,727
43_FD General Obligation Bond Fund				\$500,000	\$500,000	\$8,000,000	\$1,000,000	\$10,000,000
<b>Grand Total</b>	<b>\$80,782</b>	<b>\$560,063</b>	<b>\$275,053</b>	<b>\$546,692</b>	<b>\$552,081</b>	<b>\$7,945,119</b>	<b>\$1,316,971</b>	<b>\$11,276,762</b>

DRAFT



## MiraCosta Community College District Item Report

**Item:** VIII.V.

**Meeting Date:** May 14, 2026

**Subject:** Ratify and Approve Contracts and Purchase Orders

**Category:** Consent Items

**Institutional Goal Supported:** Goal 3

**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:**

1. RATS\_District\_032426-042026
2. RATS\_MM\_032426-042026

### Background:

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2026 = \$119,100.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

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

### Status:

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

**Recommended Action:**

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

**Contract and Purchase Order Ratification List**  
**March 24, 2026 - April 20, 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.

<b>CUPCCAA POs from \$5,000 – \$200,000</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
26001334_PO	Maurice Gannon	SAN 1100 Ramp & PIV Pads (Fac)	\$23,400.00
26001333_PO	Maurice Gannon	4200 Drainage Collection Upper Yard (Fac)	\$22,000.00
26001308_PO	Maurice Gannon	T500 Conex Yard Storm Drain and Grading (Fac)	\$21,400.00
26001198_PO	Maurice Gannon	4C Reclamation Storage Yard Completion (Fac)	\$19,400.00
26001478_PO	Maurice Gannon	4C CMU Storage Bin Extension (Fac)	\$17,550.00
26001115_PO	AO Reed & Co	Art Plant EM repairs (Fac)	\$10,925.64
26001197_PO	Maurice Gannon	1C to Student Services Storm Drain Repair (Fac)	\$9,000.00
26001114_PO	AO Reed & Co	AHU-1 BLDG 1000 replacement motor (Fac)	\$7,821.64
26001195_PO	Frontier Fence Company Inc	Backflow and PRV Cages (Fac)	\$5,600.00

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.

<b>Emergency Repair Contracts Without Bid</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	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.

<b>POs from \$25,000 - \$119,100</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
26001594_PO	Open Biopharma Training Institute, Inc.	NSF ExLENT Grant Internship Agreement (Biotec)	\$95,850.00
26001360_PO	Open Biopharma Training Institute, Inc.	Contract Services (Biotec)	\$54,000.00
26001315_PO	Cart Mart Inc	Equipment (Fac)	\$48,317.41
26001621_PO	Outfront Media Inc	Advertising (PIO)	\$35,646.73
26001469_PO	Open Biopharma Training Institute, Inc.	Contract Services (Biotec)	\$34,450.00
26001412_PO	Laerdal Medical Corporation	Equipment (Nurs)	\$34,165.50
26001565_PO	CDW Government Inc	Software (ITS)	\$31,590.00
26001634_PO	Advantage Mailing Inc	Advertising (PIO)	\$29,864.39
26001598_PO	Power Plus Productions	Commencement AV Rental (Grad)	\$26,781.75

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.

<b>POs from \$10,000 - \$24,999</b>			
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PO #	Vendor	Description	Amount
26001159_PO	SAGE Publications, Inc.	Library E-Resources (Lib)	\$21,844.00
26001324_PO	CDW-G	Equipment Technology (ITS)	\$21,561.15
26001637_PO	Hudson Printing	Printing (PIO)	\$20,335.20
26001148_PO	OverDrive	E-Resources (Lib)	\$20,000.00
26001546_PO	Artic Wolf Networks, Inc	Contract Services (ITS)	\$19,175.00
26001535_PO	CDW-G	Software Renewal (ITS)	\$18,225.00
26001173_PO	Southwest Offset Printing	Printing (Community Ed)	\$18,141.55
26001646_PO	4imprint	Supplies (Std Eqty)	\$17,626.44
26001585_PO	Parron Hall Office Interiors	Furniture (Rsk Mgmt)	\$17,380.00
26001456_PO	Biocom Institute	Contract Services (Biotec)	\$17,000.00
26001339_PO	Advantage Mailing Inc	Printing (Comm Ed)	\$16,863.66
26001617_PO	Hit Labs, Inc.	Software Renewal (ITS)	\$14,793.75
26001129_PO	Hudson Printing	Advertising (PIO)	\$14,733.53
26001579_PO	CASAS	Instructional Supplies (Comm Ed)	\$14,103.14
26001385_PO	Waxie	Supplies, Office or Other (Fac)	\$13,683.86
26001440_PO	Eppendorf North America Inc	Equipment and Supplies (Biotec)	\$13,382.95
26001210_PO	Intelligent Marking USA Inc.	Services/Repairs Facilities (Fac)	\$12,990.00
26001104_PO	Cambridge University Press	Instructional Supplies (ESL)	\$12,640.76
26001147_PO	ITHAKA HARBORS INC	E-Resources (Lib)	\$12,250.00
26001248_PO	BSN Sports	Supplies (Athletics)	\$11,124.11
26001314_PO	ReproMagic	Printing (Found)	\$10,867.00
26001537_PO	Dell	Equipment (ITS)	\$10,092.75
26001441_PO	Univision Receivables Co. LLC	Advertising (PIO)	\$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
26001432_PO	Doing Good Works	Promotional (Vet)	\$9,683.30
26001454_PO	Mango Technologies, Inc.	Software Renewal (PIO)	\$9,402.00
26001286_PO	County of San Diego Auditor & Controller	Contract Services (Fiscal)	\$8,900.00
26001411_PO	Felix's BBQ With Soul	Food (EOPS)	\$8,303.47
26001212_PO	Henry Schein	Equipment (Fac)	\$8,232.41
26001354_PO	AAC&U	Membership (Pres)	\$8,100.00
26001241_PO	Hudson Printing	Bulk Mail (TCI)	\$7,889.70
26001191_PO	Airborne Athletics Inc.	Equipment (Athletics)	\$7,483.90
26001317_PO	Herff Jones Inc	Printing (Admin & Rec)	\$7,410.80
26001366_PO	Laerdal Medical Corporation	Equipment & Supplies (Nurs)	\$7,373.20
26001389_PO	CDW-G	Equipment (ITS)	\$7,314.48
26001500_PO	L+L Printers	Tidepools Printing (VP Off)	\$7,100.12
26001641_PO	Carolina Biological Supply Co	Supplies (Chem)	\$7,084.96
26001590_PO	Young Gods LLC	Supplies (Std Eqty)	\$7,000.00
26001176_PO	Larry Martinson	Supplies (EOPS)	\$6,328.24
26001522_PO	Inside Higher Ed, Inc.	Library E-Resource (Lib)	\$5,997.00

26001560_PO	Encinitas Chamber Of Commerce	Advertising (PIO)	\$5,781.00
26001250_PO	BSN Sports	Supplies (Athletics)	\$5,723.84
26001274_PO	Summerland Bags LLC	Promotional Items (EOPS)	\$5,631.83
26001209_PO	Sonocent	Software (DSPS)	\$5,500.00
26001318_PO	Community Playthings	Supplies & Equipment (Child Dev)	\$5,487.33
26001233_PO	Hudson Printing	Printing (Found)	\$5,483.46
26001609_PO	Academic Senate for California Community Colleges	Curriculum Institute Registration (IS)	\$5,275.00
26001247_PO	Desert NewCo, LLC	Contract Services (Career Ed)	\$5,085.74
26001526_PO	Critical Media	Subscription (PIO)	\$5,000.00
26001644_PO	Eppendorf North America Inc	Contract Services (BioTech)	\$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.

<b>Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	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.

<b>Construction Contract Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	No Entries at this time		

<b>Total Contract Expenditures: \$1,064,148.69</b>
<b>Ratify MCC purchase orders 260001101 through 26001664</b>

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.

<b>MOUs / Grants / Instructional / Miscellaneous Agreements</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
26000051_SCON	San Diego Workforce Partnership, Inc.	SD Workforce EMS-Fire Pilot Pathways	\$168,132.00
26000056_SCON	Open Biopharma Training Institute, Inc.	Open Biopharma Pre-Apprenticeship Grant Program	\$34,450.00
26000052_SCON	Biocom Institute	Biocom Life Science Fellowship Program	\$17,000.00
26000049_SCON	County of San Diego Auditor & Controller	MCC Auditors MOU	\$0.00
26000057_SCON	University of California San Diego	UC Cooperative Extension SD County	\$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.

<b>Facilities Use Agreements</b>			
<b>Contract #</b>	<b>Licensee</b>	<b>Description</b>	<b>Amount</b>
26000050_SCON	Before After School Enrichment, Inc.	Civic Center: BASE training for OUSD	\$2,860.00
26000054_SCON	California Interscholastic Federation	Civic Center - CIF Volleyball Tournament	\$1,727.00



26000048_SCON	Vista Unified School District	Civic Center - Beach Volleyball Practice	\$625.00
26000043_SCON	Rotary International, Oceanside	Civic Center - Concert	\$605.00
26000044_SCON	Saint Constantine & Helen Greek Church	Co-Sponsorship - Parking Overflow	\$0.00
26000053_SCON	County of San Diego	Civic Center - Voting Center	\$0.00
26000055_SCON	Albert Torres	Partnership - Homeless Court & Resource Fair at CLC	\$0.00

**Capital Improvement Program Contract and Purchase Order Ratification List  
March 24, 2026 - April 20, 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
26001136_PO	Parron Hall Office Interiors	04244 T100 Office Furniture (OC)	\$112,511.21
26001298_PO	Dellyn Design LLC	04237 FFE & Move Management Services for 4500 Reno. (OC)	\$110,650.00
26001299_PO	Division of the State Architect	04204 DSA Plan/Field Review Fee (OC)	\$103,771.48
26001306_PO	Dellyn Design LLC	04213 FF&E consulting services (OC)	\$98,900.00
26001301_PO	Division of the State Architect	04215 Arts Media DSA Invoice (Plan/Field Review). (OC)	\$52,788.80
26001304_PO	NV5 Inc	04237 Geotechnical Observations and Soils Testing Services (OC)	\$34,641.83
26001430_PO	Pathway Communications, Ltd	04205 Extron Equipment for AV Lecterns. (OC)	\$32,345.10
26000353_PO	Communication Wiring Specialists Inc	04202 Provide and install new emergency speakers at Building 13. (OC)	\$25,573.00

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
26001302_PO	Causey Public Finance, LLC	03722 Arbitrage analysis for all three-bond series	\$20,000.00
26001123_PO	Parron Hall Office Interiors	04205 Office Furniture for 31114 (OC)	\$11,350.61
26001303_PO	Eide Bailly LLP	03722 Performance audit of Measure MM. (OC)	\$10,200.00

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

**POs from \$0 - \$9,999**

PO #	Vendor	Description	Amount
26001429_PO	Division of the State Architect	04006 Plan/Field Review Fee (CLC)	\$6,214.73
26001631_PO	CDW Government Inc	04205 Power Cords for 3000 Series IDF (OC)	\$1,172.08

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.

<b>Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
25004116_PO	UES Professional Solution, Inc.	04205 – Additional Material testing & Inspection – CO #2	\$44,615.00
26000159_PO	Lord Architecture Inc	04232 – Additional Scope – CO #1	\$40,480.00
25004259_PO	NV5 Inc.	04205 – Additional services for soil observation – CO #2	\$36,286.40
25003836_PO	Rudolph and Sletten	04205 – Landscaping removal & replacement	\$19,612.00
25002744_PO	Communication Wiring Specialists Inc	Installation of room schedulers and AV hardware in SSB (OC)	\$1,727.38
26000353_PO	Communication Wiring Specialists Inc	04202 Provide and install new emergency speakers at Building 13. (OC)	\$1,265.73

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.

<b>Construction Contract Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
25003836_PO	Rudolph and Sletten	04205 – Adding Windows Bldg 3000 – CO #21	\$170,998.00

<b>Total Contract Expenditures: \$ 935,103.35</b>			
<b>Ratify Purchase Orders –</b>			
<b>2600:0353,1123,1136,1298,1299,1301,1302,1303,1304,1306,1429,1430,1631</b>			

## MiraCosta Community College District Item Report

**Item:** IX.A.

**Meeting Date:** May 14, 2026

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

**Category:** Action Items

**Institutional Goal Supported:** Goal 3

**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. Resolution 17-2526 Education Protection Account

### **Background:**

Proposition 55, the California Children's Education and Health Care Protection Act of 2016 is an extension of Proposition 30 (expired on December 31, 2018), extending the personal income tax increase from January 1, 2019, through December 31, 2030, for upper-income earners (over \$250,000 for single filers; over \$500,000 for joint filers; over \$340,000 for heads of households), but did not extend the sales and use tax, which expired on January 1, 2017. The Education Protection Account (EPA) is created in the general fund to receive and disburse these temporary tax revenues.

### **Status:**

Districts have sole authority to determine how the moneys received from the EPA are spent, provided a governing board adopts a plan to expend EPA funds in open session of a public meeting of the board of trustees.

### **Recommended Action:**

Adopt Resolution No. 17-25/26: Education Protection Account, establishing a plan to expend estimated EPA funds in the unrestricted general fund in accordance with guidelines issued by the chancellor's office.

**MiraCosta Community College District**

**Resolution No. 17-25/26  
Education Protection Account**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012, adding Article XIII, section 36 to the California Constitution and establishing the Education Protection Account (EPA); and

**WHEREAS**, the voters approved Proposition 55 on November 8, 2016, extending the EPA through 2030 without changes to its reporting or spending requirements; and

**WHEREAS**, Article XIII, section 36 provides that revenues derived from temporary tax increases are deposited into the EPA and continuously appropriated for allocation to school districts, county offices of education, charter schools, and community college districts; and

**WHEREAS**, a community college district has sole authority to determine how EPA funds are spent within its jurisdiction, provided such determinations are made by the governing board in open session of a public meeting; and

**WHEREAS**, EPA funds may not be used for salaries or benefits of administrators or for other administrative costs, except that costs incurred to comply with required audit provisions are not considered administrative costs under Article XIII, section 36; and

**WHEREAS**, each community college district is required to annually publish on its Internet website an accounting of EPA funds received and expended, and such expenditures are subject to verification through the district's annual independent financial and compliance audit;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the MiraCosta Community College District finds the foregoing recitals to be true and correct and incorporates them herein by reference; and

**BE IT FURTHER RESOLVED**, that in compliance with Article XIII, section 36 of the California Constitution, the Board of Trustees hereby determines, in open session, the manner in which the Education Protection Account funds received by the District shall be expended; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees approves the expenditure of EPA funds for instructional purposes in accordance with the allocation plan attached to and incorporated by reference into this Resolution; and

**BE IT FURTHER RESOLVED**, that the Superintendent/President is directed to ensure compliance with all reporting, posting, and audit requirements applicable to EPA funds.

**DATED, SIGNED AND APPROVED this 14th day of May 2026.**

BOARD OF TRUSTEES OF THE  
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Frank Merchat  
President, Board of Trustees







## MiraCosta Community College District Item Report

**Item:** IX.B.

**Meeting Date:** May 14, 2026

**Subject:** Delegate Authority to Assistant Superintendent/Vice President, Administrative Services to Award and Execute Construction Contract for Oceanside B4100 Modernization Project

**Category:** Action Items

**Institutional Goal Supported:** Goal 4

**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** None

### **Background:**

Given the decrease of student and staff presence on campus, district staff and the Program Management Office (“PMO”) have recognized a need to efficiently utilize the summer session months to move forward with a fast-paced construction project, the Oceanside B4100 Modernization project (“Project”), which is a component of the Modernization for all Campuses project previously approved by the Board of Trustees (“Board”). In late May 2026, the PMO and district staff plan to receive and open bids for the Project. As the Board’s meeting schedule does not timely coincide with the Project bid opening date to allow the PMO and district staff to obtain contract award approval from the Board in time for the Project to commence and complete during the summer, a delegation of authority is required to meet the project schedule.

### **Status:**

The requested delegation follow established district practice. On March 14, 2019, the Board approved Consent Item No. VII G. entitled “Approve Authorization for the Vice President for Administrative Services to Execute Change Orders and Contract Amendments for Measure MM Bond Program and Other District Facilities Contracts” based on recommendations from District staff and outside legal counsel. The Board’s action was based on the authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656. The district operated without incident since this approval. After March 14, 2019, the position of “Vice President Administrative Services” changed to “Assistant Superintendent/Vice President, Administrative Services”. Thus, on December 14, 2023, and based on

authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656, the Board approved Consent Item No. VIII. H. entitled “Approve Position Title Change on Prior Authorization Approval” transferring this authority to the position of Assistant Superintendent/Vice President, Administrative Services. The district has operated without incident since this approval.

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

The delegation of authority being requested is only to the extent of a portion of the Modernization for all Campuses project’s Board approved project budget of \$2,585,073 and is not to exceed \$800,000, unless the Board subsequently approves an increase.

**Recommended Action:**

Delegate authority to the Assistant Superintendent/Vice President, Administrative Services to award and execute a construction contract for the Oceanside B4100 Modernization project (“Project”) to the lowest responsive and responsible bidder for an amount not to exceed \$800,000, with the contract to be brought to the board for ratification within sixty (60) days of awarding and executing the construction contract for the Project.

## MiraCosta Community College District Item Report

**Item:** IX.C.

**Meeting Date:** May 14, 2026

- Subject:** Adopt Resolution No. 18-25/26 Delegating Authority to the Superintendent/President to Declare an Emergency and Ratifying Emergency Actions Related to the Oceanside Campus Power Outage
- Category:** Action Items
- Institutional Goal Supported:** Goal 2  
Goal 3  
Goal 4
- Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. Resolution 18-2526 Delegate Superintendent/President to Declare Emergency and Take Emergency Actions in Response for Oceanside Power Outage

### Background:

The district adopted the California Uniform Construction Cost Accounting Act (CUPCCAA) by Board Resolution No. 13-10/11, and approved Resolution No. 6-23/24, which amends Resolution No. 13-10/11 to authorize the superintendent/president to declare an emergency and to take emergency actions. In accordance with Public Contract Code §22050, the board may declare that an emergency exists and authorize the immediate procurement of necessary goods and services without the requirement for formal bidding or competitive proposals ("Emergency Actions"). Public Contract Code §22050(b) further authorizes the board to delegate the authority to take Emergency Actions to designated district staff. When this delegation is made, district staff must report the nature of the emergency and the actions taken to the board at its next regularly scheduled meeting, and at all subsequent meetings until the emergency has been resolved.

On the afternoon of April 23, 2026, the Oceanside campus experienced a power outage when a contractor, digging new fence post holes, hit an unforeseen and unmarked medium voltage electrical line. This incident caused a significant disruption of instruction and support services, resulting in the closure of the campus. Although a third-party company had been engaged to mark utilities prior to the work, this specific line, which was encased in concrete, was not detected or known to district staff.



**Status:**

Pursuant to the authority delegated by the board under Resolution No 6-23/24 and in accordance with Public Contract Code §22050 (CUPCCAA), district staff took immediate action to address the electrical outage at the Oceanside campus and restore power

. Although power has been restored, the outage resulted in damage to one of the main medium voltage lines that now requires replacement.

To respond to this emergency, the following vendors and contractors were engaged without the requirement for advertising or competitive bidding, as permitted under emergency procurement provisions:

**Vendor/Contractor Work/Goods/Services Description**

**Sunbelt Rental** Emergency Generator required power buildings 4200, 4300, T-600 (facilities, maintenance, grounds and custodial services) as well as building 6100 (shipping and receiving warehouse) until the new medium voltage electrical line is replaced

**Southern Electric** Electrical testing and medium voltage line replacement. The total project cost is unknown at this time, and staff is getting estimates to get the repair completed.

The total project cost is unknown at this time; staff is currently obtaining estimates to complete the necessary repairs.

**Recommended Action:**

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

## MiraCosta Community College District

### Resolution No. 18-25/26

#### Delegating Authority to the Superintendent/President to Declare an Emergency and Ratifying Emergency Actions Related to the Oceanside Campus Power Outage

**WHEREAS**, by Resolution No. 6-23/24, the Board of Trustees delegated authority to the District's Superintendent/President to declare an emergency and to procure goods and services necessary to respond to such emergency without advertising for bids or competitive proposals; and

**WHEREAS**, on or about April 23, 2026, MiraCosta College experienced a sudden and unexpected power outage at the Oceanside Campus, resulting in the closure of the campus for the remainder of the day and disruption of instruction and essential support services; and

**WHEREAS**, the Superintendent/President determined that the circumstances constituted an emergency posing a clear and imminent danger to life, health, property, or essential public services, requiring immediate action to prevent or mitigate harm; and

**WHEREAS**, pursuant to the authority granted under Resolution No. 6-23/24, the Superintendent/President authorized the immediate procurement of goods and services necessary to address the emergency without advertising for bids or competitive proposals ("Emergency Actions"); and

**WHEREAS**, the Emergency Actions included, without limitation, rental of emergency generators from Sunbelt Rentals to provide temporary power to Buildings 4200, 4300, T-600, and 6100, and electrical testing and replacement of a damaged medium-voltage electrical line by Southern Electric; and

**WHEREAS**, Resolution No. 6-23/24 requires the Superintendent/President to report the status of Emergency Actions to the Board of Trustees at each regular meeting until such actions are complete;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the MiraCosta Community College District finds the foregoing recitals to be true and correct and incorporates them herein by reference; and

**BE IT FURTHER RESOLVED**, that the actions taken by the Superintendent/President in declaring an emergency and authorizing the Emergency Actions are consistent with the authority granted under Resolution No. 6-23/24 and are hereby affirmed; and

**BE IT FURTHER RESOLVED**, that the contracts awarded to the vendors identified in connection with the Emergency Actions are hereby ratified with costs to be reported to the Board upon receipt of final invoices; and

**BE IT FURTHER RESOLVED**, that the Superintendent/President shall report the status of the Emergency Actions to the Board of Trustees through written informational agenda items at each regular Board meeting until the emergency has been resolved and related work completed; and

**BE IT FURTHER RESOLVED**, that any additional contracts awarded by the Superintendent/President as part of ongoing Emergency Actions shall be subject to ratification by the Board of Trustees; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon adoption.

**ADOPTED, SIGNED, AND APPROVED this 14<sup>th</sup> day of May 2026.**

BOARD OF TRUSTEES OF THE  
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Frank Merchat  
President, Board of Trustees

Attest:

By: \_\_\_\_\_  
Sunita V. Cooke, Ph.D.,  
Secretary, Board of Trustees

STATE OF CALIFORNIA )  
  )ss  
SAN DIEGO COUNTY     )

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 18-25/26, which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 14<sup>th</sup> day of May 2026, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By \_\_\_\_\_  
Sunita V. Cooke, Ph.D., Superintendent / President

## MiraCosta Community College District Item Report

**Item:** IX.D.

**Meeting Date:** May 14, 2026

**Subject:** Ratify Inadvertent Destruction of Class 3 Records

**Category:** Action Items

**Institutional Goal Supported:** Goal 4

**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** None

### **Background:**

Since 2015, the district has maintained manual key checkout logs to document the physical release of vehicles for tracking and accountability. To better secure and preserve records in accordance with district retention practices, an electronic key checkout log was developed in SharePoint and replaced the manual process in 2025. Additionally, since January 13, 2023, the district transitioned to managing and tracking reservations for district vehicle use through the Facilitron software system.

In February 2026, during routine office organization, the manual logs were inadvertently destroyed under the mistaken assumption that the digital Facilitron reservation system provided sufficient documentation of vehicle usage. While Facilitron reservation records exist electronically and extend beyond the required three-year retention period, they do not consistently verify that vehicle keys were physically picked up by the requestor. Therefore, the destroyed manual logs represented the only definitive record of key issuance for the affected time period.

This report is presented to notify the Board of Trustees of the premature destruction of these records and to outline the corrective measures implemented to ensure future compliance with records management standards.

### **Status:**

Administrative Procedure 3310 (Records Management) and Title 5 of the California Code of Regulations classify manual key checkout logs as Class 3 (disposable) records, which must be retained for a minimum of three years. Destruction of such records is only permitted

within six months of their eligibility date following board notification. The inadvertent destruction in February 2026 resulted in the loss of approximately two years of records that had not yet met their 2026 expiration date.

The district's transition to a secure electronic key checkout log using SharePoint prevents recurrence and ensures secure maintenance going forward. These records are now securely maintained, preserved, and managed electronically in full alignment with district retention practices and Administrative Procedure 3310.

The following records were inadvertently destroyed and are designated as Class 3 records:

<b>Department</b>	<b>Document Type</b>	<b>Original Class</b>	<b>Start Date</b>	<b>End Date</b>	<b>Expiration Year</b>
Facilities	Vehicle Maintenance and Checkout Records	3	2023	2024	2026

**Recommended Action:**

Ratify the inadvertent destruction of the identified Class 3 records and acknowledge the corrective actions taken to restore and maintain compliance with Administrative Procedure 3310.



## MiraCosta Community College District Item Report

**Item:** IX.E.

**Meeting Date:** May 14, 2026

- Subject:** Approve Resolution No. 19-25/26 Authorize Procurement of Oracle ERP PeopleSoft Software and Services for FY 2026-2027 Without Competitive Bidding
- Category:** Action Items
- Institutional Goal Supported:** Goal 4
- Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:**
1. Resolution 19-2526 Authorize Procurement of Oracle ERP PeopleSoft Software and Services for FY 2026-2027 Without Competitive Bidding
  2. Support Service #P-98-144-00-000-32
  3. Support Service #6295269
  4. Support Service #2760043
  5. Support Service# 14606691
  6. Support Service #6292530
  7. PaaS and IaaS

### Background:

The district initially established its foundational partnership with Oracle (formerly PeopleSoft) in 1998 to support core technology needs. Over the subsequent decades, the district has continued to utilize the Student Information System (SIS), which serves as a mission-critical application supporting all primary instructional functions and student records. Maintaining the integrity and availability of the SIS is essential to the district's core mission and is required to ensure daily academic operations remain uninterrupted.

In alignment with ongoing efforts to modernize technology infrastructure and enhance service reliability, the district has evolved its use of the Oracle ERP PeopleSoft modules. This evolution includes a strategic transition from an on-premise environment to a cloud-based solution. In February 2026, the Board of Trustees approved an increase to Oracle ERP services to include Platform-as-a-Service (PaaS) and Infrastructure-as-a-Service (IaaS) to support this migration. This shift to a consumption-based cloud model is intended to improve system stability, strengthen disaster recovery

capabilities, and ensure reliable performance during peak operational periods such as student registration.

The continued use of these Oracle modules is necessary to ensure uninterrupted system operation and to maintain a consistent environment for students and the district. Because the SIS is deeply integrated into the district’s instructional and administrative workflows, the ongoing renewal of licensing and technical support services is required to avoid operational disruption while the district completes its migration to the cloud platform.

**Status:**

The district has identified a compliant and cost-effective cooperative purchasing method for this procurement under California Public Contract Code section 20652. This provision allows the district to "piggyback" on the Midwestern Higher Education Compact (MHEC) Master Agreement #US-OMA-FEC-80499687, effective February 5, 2025, through February 5, 2030. Staff has determined that utilizing this competitively awarded agreement provides the lowest cost and best overall value to the district.

Due to the district’s reliance on these mission-critical enterprise systems, transitioning to an alternative platform would result in significant operational disruption and financial impacts, and competitive bidding would be impractical and would not provide an economic advantage, pursuant to Public Contract Code section 3400(c)(2) and established judicial precedent in Meakin v. Steveland and Los Angeles Dredging Company v. Long Beach.

For fiscal year 2026–2027, the total cost for Oracle software update licensing, maintenance, technical support services, and cloud services is \$1,051,350.95, as detailed below:

<b>Oracle Modules</b>	<b>Start/End Dates</b>	<b>Amount</b>
Student Admin eBenefits - 14606691	7/01/26 – 6/30/27	\$12,926.40
Student Admin Campus Directory - 6292530	7/01/26 – 6/30/27	\$3,083.93
PeopleSoft Enterprise eBenefits – 6295269	7/01/26 – 6/30/27	\$968.22
Student Administration - P-98-144-00-000-32	7/01/26 – 6/30/27	\$384,350.02
Database - 2760043	7/01/26 – 6/30/27	\$398,083.38
PaaS and IaaS	7/01/26 – 6/30/27	\$251,939.00
<b>Total Contract Value</b>		<b>\$1,051,350.95</b>

The Information Technology Services budget includes funds for renewing software update licensing, maintenance, and technical support services.

The request for adoption of Resolution No. 19-25/26 would authorize the district to utilize the MHEC cooperative agreement through its expiration date of February 5, 2030; however, as Oracle establishes pricing on an annual basis, actual costs will be

presented to the board for approval each fiscal year in accordance with Administrative Procedure 6340.

**Recommended Action:**

Approve Resolution No. 19-25/26 Authorize Procurement of Oracle ERP PeopleSoft Software and Services for FY 2026-2027 Without Competitive Bidding in an amount not to exceed \$1,051,350.95.

**MiraCosta Community College District**

**Resolution No. 19-25/26**

**Authorize Procurement of Oracle ERP PeopleSoft Software and Services for FY 2026-2027 Without Competitive Bidding**

**WHEREAS**, the MiraCosta Community College District (“District”) has utilized Oracle’s Enterprise Resource Planning (ERP) PeopleSoft system since 1998, and has expanded its utilization to support a broad spectrum of operational and instructional needs; and

**WHEREAS**, the District’s continued use of Oracle ERP PeopleSoft—including its Student Information System (SIS)—supports mission-critical academic, financial, human resources, and student services operations; and

**WHEREAS**, replacement of the District’s existing ERP PeopleSoft system would result in significant operational disruption, cost, and risk, rendering competitive bidding impractical and without economic advantage; and

**WHEREAS**, pursuant to California Public Contract Code section 3400(c)(2), the Board may specify a particular product when necessary to match existing systems or ensure continuity of service, and that competitive bidding would be impractical and would not provide an economic advantage to the District; and

**WHEREAS**, this finding is consistent with judicial precedent established in *Meakin v. Steveland* (1977) 68 Cal.App.3d 490 and *Los Angeles Dredging Company v. Long Beach* (1930) 210 Cal. 348; and

**WHEREAS**, California Public Contract Code section 20652 permits public agencies to utilize competitively awarded contracts of other public agencies, commonly known as “piggybacking”, through cooperative purchasing arrangements; and

**WHEREAS**, the Midwestern Higher Education Compact (MHEC) Master Agreement #US-OMA-FEC-80499687, effective February 5, 2025 through February 5, 2030, was competitively procured and provides pricing and terms that represent the lowest cost and best overall value to the District; and

**WHEREAS**, Administrative Procedure 6340 requires Board approval of contracts exceeding the statutory bid threshold;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Trustees of the MiraCosta Community College District finds the foregoing recitals to be true and correct and incorporates them herein by reference; and

**BE IT FURTHER RESOLVED**, that the Board finds procurement of Oracle ERP PeopleSoft software and services without competitive bidding to be justified pursuant to Public Contract Code section 3400(c)(2); and

**BE IT FURTHER RESOLVED**, that the Board authorizes use of the MHEC Master Agreement No. US-OMA-FEC-80499687 pursuant to Public Contract Code section 20652 through its expiration date of February 5, 2030; and

**BE IT FURTHER RESOLVED**, that the Board approves procurement of Oracle ERP PeopleSoft software update licensing, maintenance, technical support, and cloud services for Fiscal Year 2026–27 in an amount not to exceed \$1,051,350.95, plus applicable taxes; and

**BE IT FURTHER RESOLVED**, that future renewals and associated costs shall be presented to the Board annually in accordance with Administrative Procedure 6340; and

**BE IT FURTHER RESOLVED**, that the Board delegates authority to the Assistant Superintendent/Vice President of Administrative Services to negotiate, execute, and deliver all documents necessary to effectuate this procurement; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon adoption.

**ADOPTED, SIGNED AND APPROVED this 14<sup>th</sup> day of May 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







10-Apr-26

Dear MCC Licensing

**Your technical support services are due for renewal.**

**Support Service Number:** P-98-144-00-000--32

**Support Start Date:** 1-Jul-26

**Customer Reference:** Student Administration

**Amount Due:** USD 384,350.02 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 1-Jun-26.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



## Technical Support Services Renewal Order

### General Information

**Customer:** MIRA COSTA COMMUNITY COLLEGE

**Support Service Number:** P-98-144-00-000--32

**Customer Reference:** Student Administration

**Offer Expires:** 30-Jun-26

**Oracle:** Oracle America, Inc.

**Oracle Contact Information:**

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

#### Customer Quote To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States

760 795 6637

licensing@miracosta.edu

#### Customer Bill To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States of America

1-760 795 6637

licensing@miracosta.edu

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

## Service Details

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Directory Interfac - Student Count Perpetual	14479218	800		FULL USE	1-Jul-26	30-Jun-27	1,057.02

**Program Technical Support Fees: USD 1,057.02**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Self Service - Student Count Perpetual	14479218	800		FULL USE	1-Jul-26	30-Jun-27	2,198.19

**Program Technical Support Fees: USD 2,198.19**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Academic Advisement - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,319.87
PeopleSoft Enterprise Admissions - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,319.87
PeopleSoft Enterprise Campus Community - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,319.87
PeopleSoft Enterprise Community Directory - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,319.87
PeopleSoft Enterprise Financial Aid - Nonstandard User	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,319.87
PeopleSoft Enterprise Student Financials - Nonstandard User	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,319.87

**Program Technical Support Fees: USD 13,919.22**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Academic Advisement - Student Count Perpetual	14486721	1312		FULL USE	1-Jul-26	30-Jun-27	4,778.90

**Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Admissions - Student Count Perpetual	14486721	1312		FULL USE	1-Jul-26	30-Jun-27	4,778.90
PeopleSoft Enterprise Campus Community - Student Count Perpetual	14486721	1312		FULL USE	1-Jul-26	30-Jun-27	4,778.90
PeopleSoft Enterprise Financial Aid - Student Count Perpetual	14486721	1312		FULL USE	1-Jul-26	30-Jun-27	4,778.90
PeopleSoft Enterprise Student Financials - Student Count Perpetual	14486721	1312		FULL USE	1-Jul-26	30-Jun-27	4,778.90
PeopleSoft Enterprise Student Records - Student Count Perpetual	14486721	1312		FULL USE	1-Jul-26	30-Jun-27	4,778.90

**Program Technical Support Fees: USD 28,673.40****Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Academic Advisement - Student Count Perpetual	14486721	6564	VALUE		1-Jul-26	30-Jun-27	33,269.38
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Budget Perpetual	14486721	30000000	VALUE		1-Jul-26	30-Jun-27	10,918.24
PeopleSoft Enterprise Accts Receivable For The Public Sector - Reported Budget Perpetual	14486721	30000000	VALUE		1-Jul-26	30-Jun-27	14,042.96
PeopleSoft Enterprise Admissions - Student Count Perpetual	14486721	6564	VALUE		1-Jul-26	30-Jun-27	33,269.38
PeopleSoft Enterprise Asset Management For Public Sector - Reported Budget Perpetual	14486721	30000000	VALUE		1-Jul-26	30-Jun-27	9,374.26
PeopleSoft Enterprise Billing For Public Sector - Reported Budget Perpetual	14486721	30000000	VALUE		1-Jul-26	30-Jun-27	10,918.24
PeopleSoft Enterprise Budgets For Public Sector - Reported Budget Perpetual	14486721	30000000	VALUE		1-Jul-26	30-Jun-27	10,918.24
PeopleSoft Enterprise Campus Community - Student Count Perpetual	14486721	6564	VALUE		1-Jul-26	30-Jun-27	33,269.38
PeopleSoft Enterprise Financial Aid - Student Count Perpetual	14486721	6564	VALUE		1-Jul-26	30-Jun-27	33,269.38
PeopleSoft Enterprise Flexible Spending Accounts For - Employee Count Perpetual	14486721	383	VALUE		1-Jul-26	30-Jun-27	3,124.76
PeopleSoft Enterprise General Ledger For The Public Sector- Reported Budget Perpetual	14486721	30000000	VALUE		1-Jul-26	30-Jun-27	15,586.99



**Program Technical Support Services**

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Human Resources For Public Sector - Employee Count Perpetual	14486721	383	VALUE		1-Jul-26	30-Jun-27	12,498.99
PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual	14486721	383	VALUE		1-Jul-26	30-Jun-27	12,498.99
PeopleSoft Enterprise Payroll Interface For Public Sector - Employee Count Perpetual	14486721	383	VALUE		1-Jul-26	30-Jun-27	6,249.47
PeopleSoft Enterprise Project Costing For Public Sector - Reported Budget Perpetual	14486721	3000000 0	VALUE		1-Jul-26	30-Jun-27	15,586.99
PeopleSoft Enterprise Purchasing For Public Sector - Reported Budget Perpetual	14486721	3000000 0	VALUE		1-Jul-26	30-Jun-27	17,167.78
PeopleSoft Enterprise Student Financials - Student Count Perpetual	14486721	6564	VALUE		1-Jul-26	30-Jun-27	33,269.38
PeopleSoft Enterprise Student Records - Student Count Perpetual	14486721	6564	VALUE		1-Jul-26	30-Jun-27	33,269.38
Conversion Only - lbn Was - Nonstandard User	14486722	1			1-Jul-26	30-Jun-27	0.00

**Program Technical Support Fees: USD 338,502.19**

**Total Price: USD 384,350.02**

Excluding applicable tax

**Notes**

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

## **Technical Support Services Terms**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, MIRA COSTA COMMUNITY COLLEGE represents that Customer has authorized MIRA COSTA COMMUNITY COLLEGE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. MIRA COSTA COMMUNITY COLLEGE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. MIRA COSTA COMMUNITY COLLEGE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of MIRA COSTA COMMUNITY COLLEGE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2796731 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

## Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization and is not an U.S. federal government entity, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, credit card, or other acceptable form of payment.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, check, credit card or other acceptable form of payment.

## Payment Details

### Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: P-98-144-00-000--32
- Total Price: USD 384,350.02 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

### eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

**Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: P-98-144-00-000--32
- Total Price: USD 384,350.02 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, MIRA COSTA COMMUNITY COLLEGE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 884471  
Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- MIRA COSTA COMMUNITY COLLEGE does not issue purchase orders.
- MIRA COSTA COMMUNITY COLLEGE does not require a purchase order for the services ordered hereto.

MIRA COSTA COMMUNITY COLLEGE certifies that the information provided above is accurate and complies with MIRA COSTA COMMUNITY COLLEGE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms MIRA COSTA COMMUNITY COLLEGE's commitment to pay for the services ordered in accordance with the terms of this renewal order.


MIRA COSTA COMMUNITY COLLEGE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title





---

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



10-Apr-26

Dear MCC Licensing

**Your technical support services are due for renewal.**

**Support Service Number:** 6295269

**Support Start Date:** 1-Jul-26

**Customer Reference:** eBenefits

**Amount Due:** USD 968.22 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 1-Jun-26.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



## Technical Support Services Renewal Order

### General Information

**Customer:** MIRA COSTA COMMUNITY COLLEGE

**Support Service Number:** 6295269

**Customer Reference:** eBenefits

**Offer Expires:** 30-Jun-26

**Oracle:** Oracle America, Inc.

**Oracle Contact Information:**

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

#### Customer Quote To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States

760 795 6637

licensing@miracosta.edu

#### Customer Bill To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States of America

1-760 795 6637

licensing@miracosta.edu

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

## Service Details

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	15153573	240		FULL USE	1-Jul-26	30-Jun-27	968.22

**Program Technical Support Fees: USD 968.22**

**Total Price: USD 968.22**

Excluding applicable tax

### Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

## **Technical Support Services Terms**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, MIRA COSTA COMMUNITY COLLEGE represents that Customer has authorized MIRA COSTA COMMUNITY COLLEGE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. MIRA COSTA COMMUNITY COLLEGE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. MIRA COSTA COMMUNITY COLLEGE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of MIRA COSTA COMMUNITY COLLEGE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2796731 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.



## **Renewal Processing Details**

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization and is not an U.S. federal government entity, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, credit card, or other acceptable form of payment.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, check, credit card or other acceptable form of payment.

## **Payment Details**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 6295269
- Total Price: USD 968.22 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### **PayPal**

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

### **eCheck**

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

**Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 6295269
- Total Price: USD 968.22 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, MIRA COSTA COMMUNITY COLLEGE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 884471  
Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- MIRA COSTA COMMUNITY COLLEGE does not issue purchase orders.
- MIRA COSTA COMMUNITY COLLEGE does not require a purchase order for the services ordered hereto.

MIRA COSTA COMMUNITY COLLEGE certifies that the information provided above is accurate and complies with MIRA COSTA COMMUNITY COLLEGE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.


The signature below affirms MIRA COSTA COMMUNITY COLLEGE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

MIRA COSTA COMMUNITY COLLEGE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



---

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



10-Apr-26

Dear MCC Licensing

**Your technical support services are due for renewal.**

**Support Service Number:** 2760043

**Support Start Date:** 1-Jul-26

**Customer Reference:** Server Database

**Amount Due:** USD 398,083.38 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 1-Jun-26.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).





## Technical Support Services Renewal Order

### General Information

**Customer:** MIRA COSTA COMMUNITY COLLEGE

**Support Service Number:** 2760043

**Customer Reference:** Server Database

**Offer Expires:** 30-Jun-26

**Oracle:** Oracle America, Inc.

**Oracle Contact Information:**

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

#### Customer Quote To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States

760 795 6637

licensing@miracosta.edu

#### Customer Bill To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States of America

1-760 795 6637

licensing@miracosta.edu

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

## Service Details

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Directory Interfac - Student Count Perpetual	14479218	1600		FULL USE	1-Jul-26	30-Jun-27	2,177.47

**Program Technical Support Fees: USD 2,177.47**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	15153573	800		FULL USE	1-Jul-26	30-Jun-27	3,938.46
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15153573	1		FULL USE	1-Jul-26	30-Jun-27	0.00

**Program Technical Support Fees: USD 3,938.46**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Directory Interfac - Student Count Perpetual	15799863	800		FULL USE	1-Jul-26	30-Jun-27	1,151.88
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	15799863	8000000		FULL USE	1-Jul-26	30-Jun-27	3,205.04

**Program Technical Support Fees: USD 4,356.92**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Self Service - Student Count Perpetual	14479218	1600		FULL USE	1-Jul-26	30-Jun-27	4,528.31

**Program Technical Support Fees: USD 4,528.31**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Community Access - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,461.14
PeopleSoft Enterprise Community Directory - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,461.14
PeopleSoft Enterprise Learner Services - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,461.14
PeopleSoft Enterprise Outreach - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,461.14
PeopleSoft Enterprise Personal Portfolio - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,461.16
PeopleSoft Higher Education Faculty Management - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	2,461.14

**Program Technical Support Fees: USD 14,766.86**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Conversion Only - lbn Was - Nonstandard User	14479218	1	VALUE		1-Jul-26	30-Jun-27	0.00
PeopleSoft Enterprise Campus Directory Interfac - Student Count Perpetual	14479218	8000	VALUE		1-Jul-26	30-Jun-27	17,049.15
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479218	8000000		FULL USE	1-Jul-26	30-Jun-27	3,120.18
PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual	14479218	80000000	VALUE		1-Jul-26	30-Jun-27	22,997.74

**Program Technical Support Fees: USD 43,167.07**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	17691156	3000		LIMITED USE SPECIFIED APP	1-Jul-26	30-Jun-27	28,385.60
Oracle Diagnostics Pack - Named User Plus Perpetual	17691156	3000		LIMITED USE SPECIFIED APP	1-Jul-26	30-Jun-27	2,987.99
Oracle Real Application Clusters - Named User Plus Perpetual	17691156	3000		LIMITED USE SPECIFIED APP	1-Jul-26	30-Jun-27	13,744.60

**Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Tuning Pack - Named User Plus Perpetual	17691156	3000		LIMITED USE SPECIFIED APP	1-Jul-26	30-Jun-27	2,987.93

**Program Technical Support Fees: USD 48,106.12****Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Rocket Software Visual COBOL for Windows for PeopleSoft	14577975	1		FULL USE	1-Jul-26	30-Jun-27	12,587.04
PeopleSoft Enterprise Campus Self Service - Student Count Perpetual	14579531	8000		FULL USE	1-Jul-26	30-Jun-27	26,173.56
PeopleSoft Enterprise Contributor Relations - Funds Raised Perpetual	14579531	1		FULL USE	1-Jul-26	30-Jun-27	14,104.99
PeopleSoft Enterprise Campus Self Service - Student Count Perpetual	15804858	800		FULL USE	1-Jul-26	30-Jun-27	2,388.92

**Program Technical Support Fees: USD 55,254.51****Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Named User Plus Perpetual	15288314	6912		LIMITED USE OTHER	1-Jul-26	30-Jun-27	126,654.54
Oracle Diagnostics Pack - Named User Plus Perpetual	15288314	6912		LIMITED USE OTHER	1-Jul-26	30-Jun-27	4,860.45
Oracle Real Application Clusters - Named User Perpetual	15288314	6912		LIMITED USE SPECIFIED APP	1-Jul-26	30-Jun-27	25,744.39
Oracle Tuning Pack - Named User Plus Perpetual	15288314	6912		LIMITED USE OTHER	1-Jul-26	30-Jun-27	4,861.50
Oracle Database Enterprise Edition - Named User Plus Perpetual	15906549	3088		LIMITED USE OTHER	1-Jul-26	30-Jun-27	26,179.85
Oracle Diagnostics Pack - Named User Plus Perpetual	15906549	3088		LIMITED USE OTHER	1-Jul-26	30-Jun-27	1,963.50
Oracle Real Application Clusters - Named User Plus Perpetual	15906549	3088		LIMITED USE OTHER	1-Jul-26	30-Jun-27	13,089.92
Oracle Tuning Pack - Named User Plus Perpetual	15906549	3088		LIMITED USE OTHER	1-Jul-26	30-Jun-27	1,963.50
Oracle Database Enterprise Edition - Named User Plus Perpetual	16878311	261		FULL USE	1-Jul-26	30-Jun-27	9,718.35

**Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Diagnostics Pack - Named User Plus Perpetual	16878311	261		FULL USE	1-Jul-26	30-Jun-27	1,022.99
Oracle Real Application Clusters - Named User Plus Perpetual	16878311	261		FULL USE	1-Jul-26	30-Jun-27	4,705.72
Oracle Tuning Pack - Named User Plus Perpetual	16878311	261		FULL USE	1-Jul-26	30-Jun-27	1,022.95

**Program Technical Support Fees: USD 221,787.66****Total Price: USD 398,083.38**

Excluding applicable tax

**Notes**

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.



## **Technical Support Services Terms**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, MIRA COSTA COMMUNITY COLLEGE represents that Customer has authorized MIRA COSTA COMMUNITY COLLEGE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. MIRA COSTA COMMUNITY COLLEGE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. MIRA COSTA COMMUNITY COLLEGE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of MIRA COSTA COMMUNITY COLLEGE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2796731 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

## **Renewal Processing Details**

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization and is not an U.S. federal government entity, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, credit card, or other acceptable form of payment.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, check, credit card or other acceptable form of payment.

## **Payment Details**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 2760043
- Total Price: USD 398,083.38 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### **PayPal**

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

### **eCheck**

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

**Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 2760043
- Total Price: USD 398,083.38 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, MIRA COSTA COMMUNITY COLLEGE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 884471  
Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- MIRA COSTA COMMUNITY COLLEGE does not issue purchase orders.
- MIRA COSTA COMMUNITY COLLEGE does not require a purchase order for the services ordered hereto.

MIRA COSTA COMMUNITY COLLEGE certifies that the information provided above is accurate and complies with MIRA COSTA COMMUNITY COLLEGE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.


The signature below affirms MIRA COSTA COMMUNITY COLLEGE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

MIRA COSTA COMMUNITY COLLEGE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



---

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.





10-Apr-26

Dear MCC Licensing

**Your technical support services are due for renewal.**

**Support Service Number:** 14606691

**Support Start Date:** 1-Jul-26

**Customer Reference:** Student Admin\_eBenefits

**Amount Due:** USD 12,926.40 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 1-Jun-26.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



## Technical Support Services Renewal Order

### General Information

**Customer:** MIRACOSTA COLLEGE  
**Support Service Number:** 14606691  
**Customer Reference:** Student Admin\_eBenefits  
**Offer Expires:** 30-Jun-26

**Oracle:** Oracle America, Inc.  
**Oracle Contact Information:**  
 Oracle Premier Support Renewal Center  
 Call 1-888-545-4577  
[Chat on My Support Renewals](#)  
[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

<b>Customer Quote To</b>	<b>Customer Bill To</b>
MCC Licensing MIRACOSTA COLLEGE 1 Barnard Dr OCEANSIDE CA 92056 United States 760 795 6637 licensing@miracosta.edu	MCC Licensing MIRA COSTA COMMUNITY COLLEGE 1 BARNARD DR OCEANSIDE CA 92056 United States of America 1-760 795 6637 licensing@miracosta.edu

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

## Service Details

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Student Administration - Student Count Perpetual	14486721	656		FULL USE	1-Jul-26	30-Jun-27	12,339.95
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	15153573	160		FULL USE	1-Jul-26	30-Jun-27	586.45

**Program Technical Support Fees: USD 12,926.40**

**Total Price: USD 12,926.40**

Excluding applicable tax

### Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

## **Technical Support Services Terms**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, MIRACOSTA COLLEGE represents that Customer has authorized MIRACOSTA COLLEGE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. MIRACOSTA COLLEGE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. MIRACOSTA COLLEGE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of MIRA COSTA COMMUNITY COLLEGE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2796731 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

## **Renewal Processing Details**

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If MIRACOSTA COLLEGE is a tax exempt organization and is not an U.S. federal government entity, a copy of MIRACOSTA COLLEGE's tax exemption certificate must be submitted with MIRACOSTA COLLEGE's purchase order, credit card, or other acceptable form of payment.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If MIRACOSTA COLLEGE is a tax exempt organization, a copy of MIRACOSTA COLLEGE's tax exemption certificate must be submitted with MIRACOSTA COLLEGE's purchase order, check, credit card or other acceptable form of payment.

## **Payment Details**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 14606691
- Total Price: USD 12,926.40 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, MIRACOSTA COLLEGE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.


### **PayPal**

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

### **eCheck**

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please





contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

**Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 14606691
- Total Price: USD 12,926.40 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, MIRACOSTA COLLEGE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 884471  
Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- MIRACOSTA COLLEGE does not issue purchase orders.
- MIRACOSTA COLLEGE does not require a purchase order for the services ordered hereto.

MIRACOSTA COLLEGE certifies that the information provided above is accurate and complies with MIRACOSTA COLLEGE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, MIRACOSTA COLLEGE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.


The signature below affirms MIRACOSTA COLLEGE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

MIRACOSTA COLLEGE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



10-Apr-26

Dear MCC Licensing

**Your technical support services are due for renewal.**

**Support Service Number:** 6292530

**Support Start Date:** 1-Jul-26

**Customer Reference:** Campus Directory

**Amount Due:** USD 3,083.93 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 1-Jun-26.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



## Technical Support Services Renewal Order

### General Information

**Customer:** MIRA COSTA COMMUNITY COLLEGE

**Support Service Number:** 6292530

**Customer Reference:** Campus Directory

**Offer Expires:** 30-Jun-26

**Oracle:** Oracle America, Inc.

**Oracle Contact Information:**

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

#### Customer Quote To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States

760 795 6637

licensing@miracosta.edu

#### Customer Bill To

MCC Licensing

MIRA COSTA COMMUNITY COLLEGE

1 BARNARD DR

OCEANSIDE

CA 92056

United States of America

1-760 795 6637

licensing@miracosta.edu

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.



## Service Details

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Directory Interfac - Student Count Perpetual	14479218	800		FULL USE	1-Jul-26	30-Jun-27	1,001.41

**Program Technical Support Fees: USD 1,001.41**

### Program Technical Support Services

**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Campus Self Service - Student Count Perpetual	14579531	800		FULL USE	1-Jul-26	30-Jun-27	2,082.52

**Program Technical Support Fees: USD 2,082.52**

**Total Price: USD 3,083.93**

Excluding applicable tax

### Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

## **Technical Support Services Terms**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, MIRA COSTA COMMUNITY COLLEGE represents that Customer has authorized MIRA COSTA COMMUNITY COLLEGE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. MIRA COSTA COMMUNITY COLLEGE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. MIRA COSTA COMMUNITY COLLEGE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of MIRA COSTA COMMUNITY COLLEGE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2796731 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

## **Renewal Processing Details**

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If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization and is not an U.S. federal government entity, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, credit card, or other acceptable form of payment.

**Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If MIRA COSTA COMMUNITY COLLEGE is a tax exempt organization, a copy of MIRA COSTA COMMUNITY COLLEGE's tax exemption certificate must be submitted with MIRA COSTA COMMUNITY COLLEGE's purchase order, check, credit card or other acceptable form of payment.

## **Payment Details**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 6292530
- Total Price: USD 3,083.93 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.


### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### **PayPal**

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

### **eCheck**



If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

**Check**

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 6292530
- Total Price: USD 3,083.93 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, MIRA COSTA COMMUNITY COLLEGE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 884471  
Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- MIRA COSTA COMMUNITY COLLEGE does not issue purchase orders.
- MIRA COSTA COMMUNITY COLLEGE does not require a purchase order for the services ordered hereto.

MIRA COSTA COMMUNITY COLLEGE certifies that the information provided above is accurate and complies with MIRA COSTA COMMUNITY COLLEGE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, MIRA COSTA COMMUNITY COLLEGE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms MIRA COSTA COMMUNITY COLLEGE's commitment to pay for the services ordered in accordance with the terms of this renewal order.


MIRA COSTA COMMUNITY COLLEGE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title





---

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

Marathon College

Payment/Check Reference

Table with columns: Product, Name, Units, Quantity, Price, Total, Status. Includes rows for various products like 'Cable TV Service' and 'Cable TV Service - 100'.

Summary table with columns: Product, Price, Amount, Payment. Shows totals for different product categories.

The prices are subject to change without notice. This page is the property of Marathon College. It is not to be used for any other purpose without the express written consent of Marathon College. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Marathon College. All rights reserved.

100

Table with columns: Product, Name, Units, Quantity, Price, Total, Status. Includes rows for 'Cable TV Service' and 'Cable TV Service - 100'.

Summary table with columns: Product, Price, Amount, Payment. Shows totals for different product categories.

101

Table with columns: Product, Name, Units, Quantity, Price, Total, Status. Includes rows for 'Cable TV Service' and 'Cable TV Service - 100'.

Summary table with columns: Product, Price, Amount, Payment. Shows totals for different product categories.

102

Table with columns: Product, Name, Units, Quantity, Price, Total, Status. Includes rows for 'Cable TV Service' and 'Cable TV Service - 100'.

Summary table with columns: Product, Price, Amount, Payment. Shows totals for different product categories.

103

Table with columns: Product, Name, Units, Quantity, Price, Total, Status. Includes rows for 'Cable TV Service' and 'Cable TV Service - 100'.

Summary table with columns: Product, Price, Amount, Payment. Shows totals for different product categories.

104

Table with columns: Product, Name, Units, Quantity, Price, Total, Status. Includes rows for 'Cable TV Service' and 'Cable TV Service - 100'.

Summary table with columns: Product, Price, Amount, Payment. Shows totals for different product categories.





## MiraCosta Community College District Item Report

**Item:** IX.F.

**Meeting Date:** May 14, 2026

**Subject:** Approve Employment Contracts and Salary Schedule for Assistant Superintendents/Vice Presidents, Vice President, Associate Vice President and Chief Inclusion, Diversity, Equity, and Accessibility Officer

**Category:** Action Items

**Institutional Goal Supported:** Goal 3

**Recommended:**

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. HR - 2026-2027 TEMPLATE\_Employment\_Contract\_VP

### **Background:**

Board Policy 7140 – Collegial Negotiations and Collective Bargaining specifies the process for negotiation of employment contracts and salaries for the Assistant Superintendents/Vice Presidents, Vice Presidents, and the Chief Inclusion, Diversity, Equity, Accessibility Officer.

### **Status:**

The following Assistant Superintendents/Vice Presidents are recommended for three-year contracts, with the following annual salaries for July 1, 2026 to June 30, 2027, conditioned on the administrator's most recent evaluation being satisfactory:

Dr. Alketa Wojcik, Assistant Superintendent/Vice President, range 2, step 7 – \$316,031

K. Denée Pescarmona, Assistant Superintendent/Vice President, range 2, step 6 – \$306,827

Hayley Schwartzkopf, Assistant Superintendent/Vice President, range 2, step 3 – \$280,790

Elba Gomez, Assistant Superintendent/Vice President, range 2, step 3 – \$280,790



The following vice president is recommended for a three-year contract, with the following annual salary for July 1, 2026 to June 30, 2027, conditioned on the administrator's most recent evaluation being satisfactory:

Shannon Stubblefield, Vice President, range 1, step 5 – \$254,271

The following Associate Vice President and Chief Inclusion, Diversity, Equity, and Accessibility Officer is recommended for a three-year contract, with the following annual salary for July 1, 2026 to June 30, 2027, conditioned on the administrator's most recent evaluation being satisfactory:

Dr. Wendy Stewart, Associate Vice President and Chief Inclusion, Diversity, Equity, Accessibility Officer, step 7 – \$269,754

In addition to salary, it is recommended Assistant Superintendent / Vice Presidents, Vice President, and Associate Vice President and Chief Inclusion, Diversity, Equity, and Accessibility Officer receive a \$550 monthly auto allowance, a \$525 monthly expense allowance, a \$125 monthly cell phone allowance, and a doctoral stipend of \$3,200 per year, if applicable.

To streamline the salary schedule for the Assistant Superintendent / Vice Presidents, Vice President, and Associate Vice President and Chief Inclusion, Diversity, Equity, and Accessibility Officer and the Interim Chief Information Systems Officer, it is recommended that the Board adopt a single Executive salary schedule to encompass all executive positions for the college.

**Recommended Action:**

Approve employment contracts and salary schedule for the Assistant Superintendents/Vice Presidents, Vice President, and Associate Vice President and Chief Inclusion, Diversity, Equity, and Accessibility Officer, as stated above.

# MIRACOSTA COMMUNITY COLLEGE DISTRICT ADMINISTRATOR EMPLOYMENT AGREEMENT

This agreement (“Agreement”) is made July 1, 2026, by and between the MiraCosta Community College District (“District”) in San Diego County, California, and «Name», «Title», «Division» (“Administrator”).

## 1.0 DUTIES

The Administrator agrees to be and act as «Title», «Division», of MiraCosta College, performing duties specified in the position description adopted by the Board of Trustees for this position.

## 2.0 TERM

This Agreement is for a «M\_\_Term»-year term commencing on «Term\_Start\_Date», and ending on «Term\_End\_Date». Upon the recommendation of the Superintendent/President, the Board of Trustees may renew this Agreement in accordance with board policy provided that the employee's most recent performance evaluation has been “satisfactory.”

## 3.0 SALARY

The Administrator shall be paid according to Vice President «Range», step «Step», \$«Annual\_Salary» annually on the 2026 – 2027 Executive Annual Salary Schedule. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

Administrators who have attained a doctoral degree from an accredited institution of higher education, shall be eligible for an annual doctoral stipend in the amount of Three Thousand Two Hundred Dollars (\$3,200). This stipend shall be paid in equal installments in accordance with the District’s regular payroll schedule and shall be in addition to the Administrator’s base salary and other benefits as outlined in this Agreement.

If the Administrator works for less than a full fiscal year, the initial or final checks will be adjusted for the number of contract days actually worked. For this purpose only, the daily rate is calculated by dividing the annual salary by the number of contract days. It is further the express understanding of the parties that the Board of Trustees reserves the right to modify at any time the existing policy as it relates to compensation of the Administrator provided that the Administrator's actual compensation shall not be reduced absent mutual agreement.

The Administrator’s placement on the salary schedule shall increase by one-step each succeeding July 1, up to the maximum step on the salary schedule, upon the condition that the Administrator’s most recent evaluation is satisfactory and the Administrator has served in the assignment for at least seventy-five percent (75%) of the preceding year.

## 4.0 HEALTH-AND-WELFARE BENEFITS

The District agrees to provide the Administrator an annual health-and-welfare benefit package identical to that provided to all other faculty and administrative personnel in the

## **5.0 RETIREMENT BENEFITS**

Administrator shall be eligible to participate in the health-and-welfare benefits for early retirees upon meeting all of the requirements thereof.

5.1 To be eligible for the health and welfare benefit program described in this section, the Administrator must retire from the District, have reached age fifty-five (55) by June 30 of the fiscal year in which their retirement is effective, and have completed ten (10) years of service as a Vice President, Associate Vice President, Chief Inclusion, Diversity, Equity, Accessibility Officer, or Chief Information Systems Officer with the District.

5.2 The District will provide health and welfare coverage for the retired Administrator and any eligible dependents at the same level and on the same basis as that of an active Administrator (with the exception of disability and accident insurance) from the age of retirement from the District until the retiree reaches age sixty-five (65). Once eligible, the Administrator is assured of program continuation until age sixty-five (65), full length of the program, or death, whichever occurs first. At the age of sixty-five (65), the retired Administrator will transition to the "Post 65" Benefit Program.

5.3 The Post 65 Benefits Program provides for the reimbursement of healthcare premiums and/or Medicare supplement payments for the retired Administrator and their spouse/domestic partner. The retired Administrator and their spouse/domestic partner will be eligible to receive a healthcare premium reimbursement not to exceed \$5,000 each for the retiree and their spouse until the retiree dies.

## **6.0 SABBATICAL**

6.1 Requirements: The Administrator shall submit a request for sabbatical leave to the Superintendent/President. The Superintendent/President may make a recommendation to the Board of Trustees based on a satisfactory means of covering the Administrator's assignment during the period of leave and availability of funds. Approval of sabbatical leave is within the discretion of the Board of Trustees. The sabbatical leave may be for one or more of the following: travel, study, research, or writing.

6.2 Eligibility: As a condition precedent to the submission of a request for sabbatical leave, the Administrator shall meet the following criteria:

- a. Shall have rendered at least six (6) consecutive years of service in the position of Vice President, Associate Vice President, Chief Inclusion, Diversity, Equity, Accessibility Officer, or Chief Information Systems Officer for the District preceding the granting of leave.

Not more than one such leave shall be granted in each six (6) year period. (Ed. Code Section 87768).

- b. Shall agree to render service to the District equal to twice the period of leave upon return from sabbatical leave. (Ed. Code Section 87770).
- c. Shall furnish a suitable bond to the Governing Board upon approval of a sabbatical leave application. (Ed. Code Section 87770).

6.3 Compensation: Compensation during sabbatical leave approved by the Board of Trustees for up to 17 weeks shall be at full salary compensation.

- a. Sabbatical leave shall count toward retirement (full benefits for up to 17 weeks).
- b. Upon return to regular service, salary shall be that of the step on the schedule the Administrator would have received had sabbatical leave not been taken.
- c. Compensation shall be paid to the Administrator while on leave in the same manner as if the Administrator were on duty in the District.

6.4 Report on Activities While on Leave: The Administrator shall file a report for the Board of Trustees within ninety (90) days of their return summarizing the sabbatical experience.

6.5 Application for Sabbatical Leave: Discussion with the board about the sabbatical period should occur within a one-year timeframe prior to the start of the sabbatical. Availability of funding and plans for appropriate coverage should be a part of that discussion.

6.6 Length of Leave: A sabbatical leave may be granted for periods of up to 17 weeks (the equivalent of an academic semester) which may be taken during any portion of a year to presumably coincide with a period of relatively lower activity.

## **7.0 EXPENSES**

In lieu of any provisions provided by District policies and procedures for expense reimbursements for transportation or expenses incurred within San Diego County, Administrator will be given the following monthly allowances: five hundred twenty-five dollars (\$525) for expenses; five hundred fifty dollars (\$550) for automotive expenses and traveling expenses within the county. Administrator shall also be eligible to be reimbursed for parking in San Diego County and mileage and parking expenses related to approved business travel out of the county. The Administrator will be provided an additional monthly allowance for the purchase of a mobile communication device and service plan acceptable to the District, as per Board Administrative Procedure 6450, currently one hundred twenty-five dollars (\$125) per month as an exceptional heavy user. Administrator acknowledges and agrees that the preceding expense considerations are currently considered as taxable compensation by the United States and State of California governments. Reimbursements for expenses for attending meetings, conferences, or other activities outside of San Diego County that are required for the performance of the Administrator's duties shall otherwise be in accordance with District policies and procedures.

## **8.0 DAYS OF SERVICE**

This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave available in

accordance with District policy. Prior to the start of each fiscal year, the Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

## **9.0 EVALUATION**

The Administrator is subject to regular evaluations as provided in the District's policies and procedures. An interim evaluation may be initiated at any time by the Administrator's supervisor or by the Administrator.

## **10.0 REASSIGNMENT**

The Administrator may be reassigned to another position for which they have the necessary qualifications, in accordance with District policies and procedures governing reassignment and retreat rights.

## **11.0 TERMINATION**

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

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

11.3 Dismissal or Imposition of Penalty for Cause During Contract: If the Administrator has tenure as a faculty member, dismissal or imposition of penalty for cause during this contract shall be in accordance with District policy provisions applicable to faculty members. If the Administrator does not have tenure as a faculty member, dismissal or the imposition of penalties for cause during the term of this contract shall be in accordance with applicable District policies and procedures for other administrators.



## **12.0 Provisions of Government Code Sections 53243.3-53243.4.**

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

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

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

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

- a. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- b. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

## **13.0 OTHER PROVISIONS**

13.1 This Agreement does not confer tenure.

13.2 This Agreement contains the entire agreement and understanding between the parties. There are not oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

13.3 This Agreement may be modified or terminated by mutual consent of the parties, provided, however, that the party seeking such modification or termination shall give not less than 45 calendar days' written notice to the other party, unless otherwise mutually agreed in writing.

13.4 This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties after a vote in an open session of the Board of Trustees.

13.5 The Administrator may not assign or transfer any rights granted or obligations assumed under this Agreement.

13.6 This contract is subject to and incorporates by reference as if fully set forth herein provisions of the laws of the State of California and policies, rules, and regulations of the District.

13.7 Upon execution and adoption by the Governing Board of this Agreement, all prior employment contracts between the District and Administrator are hereby terminated.

**14.0 Representations and Warranties.**

Administrator represents and warrants that they:

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

MiraCosta Community College District

\_\_\_\_\_  
Sunita V. Cooke, Ph.D.  
Superintendent/President and  
Secretary to the Board of Trustees

Date:\_\_\_\_\_

\_\_\_\_\_  
«Name»  
«Title»  
«Division»

Date:\_\_\_\_\_

## MiraCosta Community College District Item Report

**Item:** IX.G.

**Meeting Date:** May 14, 2026

**Subject:** Approve Employment Contract for Superintendent/President

**Category:** Action Items

**Institutional Goal Supported:** Goal 4

**Recommended:** Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. HR - 7.1.2026-8.3.2026 Employment Contract for Supt-President

### **Background:**

Board Policy 7140 Collegial Negotiation and Collective Bargaining specifies the process for negotiation of an employment contract for the superintendent/president, and Board Policy 2435 outlines the process for an annual evaluation by the Board of Trustees.

### **Status:**

The Board of Trustees has reviewed the results of its superintendent/president evaluation survey. The Board has provided direction to staff to prepare a contract with an expiration date of August 3, 2026, the day prior to Dr. Sunita V. Cooke's retirement date, and to place Dr. Cooke on step 7. All other elements of the Superintendent/President's contract continue in full effect and remain unchanged.

The 202/27 recommended compensation is \$401,115 per year, which includes a 2.5% cost of living adjustment. The Superintendent/President also receives a \$750 monthly allowance for use of a personal vehicle for district business, \$750 monthly allowance for special expenses incurred in the course of performing the official duties, \$125 per month for mobile communication service, and a doctoral stipend of \$3,200 per year.

### **Recommended Action:**

Approve employment contract for superintendent/president, effective July 1, 2026.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**  
**TENTH AMENDMENT TO AGREEMENT FOR THE EMPLOYMENT OF**  
**SUPERINTENDENT/PRESIDENT**

This Tenth Amendment (“Amendment”) is entered into by and between the Governing Board of the MiraCosta Community College District (hereinafter referred to as “Board” or “District”) and Dr. Sunita Cooke (hereinafter referred to as “Cooke”), effective July 1, 2026.

**RECITALS**

- A. The parties have entered into an Agreement for the Employment of the Superintendent/President dated July 1, 2016, as amended by that certain First Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2017, and as amended by that certain Second Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2018, and as amended by that certain Third Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2019, and as amended by that certain Fourth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2020, and as amended by that certain Fifth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2021, and as amended by that certain Sixth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2022, and as amended by that certain Seventh Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2023, and as amended by that certain Eighth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2024, and as amended by that certain Ninth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2025 (collectively, the “Agreement”);
- B. It is the desire of the parties to modify the Agreement as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES as follows:

Section 1. The last sentence of Paragraph 2.0 of the Agreement, relating to its term, is hereby amended to read in its entirety as follows: “The expiration date of this Agreement shall be August 3, 2026.”

Section 2. Paragraph 3.0 of the Agreement is hereby amended to read in its entirety as follows:

**3.0 SALARY**

For services rendered to the District as Superintendent/President, Cooke shall be compensated by the District on a salary basis through the expiration date of this Agreement in the annual amount of Four Hundred and One Thousand, One Hundred Fifteen Dollars (\$401,115.00). This salary represents a placement on Step 7 of the 2026-2027 Executive Annual Salary Schedule. Cooke’s placement on the Executive Annual Salary Schedule shall increase in accordance with the appropriate salary schedule increase each succeeding July 1, up to the maximum step on the salary schedule, conditioned on Cooke having received an overall satisfactory evaluation from the Board for the prior year of service and Board

approval. The annual salary shall be paid according to District's customary payroll practices, in twelve (12) installments, which shall be as nearly equal as practical. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

In recognition of Cooke's attainment of a doctoral degree from an accredited institution of higher education, the District shall provide the Superintendent/President with an annual doctoral stipend in the amount of Three Thousand Two Hundred Dollars (\$3,200). This stipend shall be paid in equal installments in accordance with the District's regular payroll schedule and shall be in addition to the Superintendent/President's base salary and other benefits as outlined in this Agreement.

If Cooke works for less than a full fiscal year, the initial or final checks will be adjusted for the number of contract days actually worked in the fiscal year. For this purpose only, the daily rate is calculated by dividing the annual salary by the number of contract days worked in the fiscal year. It is further the express understanding of the parties that the Board reserves the right to modify at any time the existing policy as it relates to compensation of Cooke provided that Cooke's actual compensation shall not be reduced absent mutual agreement.

Section 3. Except as expressly amended by this Amendment, the Agreement and each of its unamended provisions shall remain in full force and effect as provided for therein.

In witness whereof, the Parties have entered into this Amendment as of the date and year noted below.

BOARD OF TRUSTEES

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

SUPERINTENDENT/PRESIDENT

\_\_\_\_\_  
Sunita V. Cooke, Ph.D.



## MiraCosta Community College District Item Report

**Item:** IX.H.

**Meeting Date:** May 14, 2026

**Subject:** Approve Employment Contract for Interim Chief Information Systems Officer

**Category:** Action Items

**Institutional Goal Supported:** Goal 4

**Recommended:** Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. HR - 2026-2027  
TEMPLATE\_Employment\_Contract\_Acting CISO

### **Background:**

Title 5, Section 53021(c) authorizes the district to fill a permanent vacancy on an interim basis pending a permanent appointment. Any interim appointment, or series of appointments, may not exceed a period of two years.

### **Status:**

The district has selected Mark Stramaglia to serve full-time as the Interim Chief Information Systems Officer while the district seeks a permanent incumbent. Mr. Stramaglia has the training, education, and experience to serve as an administrator and meets the minimum qualifications of the Chief Information Systems Officer position. Mr. Stramaglia will be paid an annual salary of \$210,111, which is Chief Information Systems Officer, step 2 on the 2025/26 Executive Salary Schedule, prorated for the number of days worked, effective April 1, 2026 to June 30, 2026. Mr. Stramaglia will be paid an annual salary of \$215,364, which is Chief Information Systems Officer, step 2 on the 202/027 Executive Salary Schedule, prorated for the number of days worked, effective July 1, 2026 to June 30, 2027.

In addition to salary, it is recommended Interim Chief Information Systems Officer receive a \$550 monthly auto allowance, a \$525 monthly expense allowance, a \$125 monthly cell phone allowance, and a doctoral stipend of \$3,200 per year, if applicable.

### **Recommended Action:**

Ratify execution of employment contract for the Interim Chief Information Systems Officer, as stated above.

**MiraCosta Community College District  
CONTRACT OF EMPLOYMENT  
«Title»**

**AGREEMENT**

This contract (“Agreement”) is made between the MiraCosta Community College District (“District”) and «First\_Name» «Last\_Name» (“«Last\_Name»”), an individual.

**Recitals**

A. The District desires to engage the services of «Last\_Name» as the «Title» as described in this Agreement. The «Title» is an administrator as defined by Education Code section 87002(a) and a management employee as defined by Government Code section 3540.1(g).

B. «Last\_Name» warrants and represents that they are competent to perform the duties and responsibilities required by this Agreement and by all applicable laws and regulations.

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

D. This Agreement is entered into pursuant to Title 5, Section 53021(c) of the California Code of Regulations.

**Terms and Conditions**

1. **Position**: The District hereby agrees to employ «Last\_Name» and «Last\_Name» hereby accepts employment as «Title» under the terms and conditions set forth in this Agreement. «Last\_Name» has the responsibilities and authority that are associated with the «Position» position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

2. **Term**: The term of this Agreement is from «Term\_Start\_Date» to «Term\_End\_Date», unless terminated pursuant to the terms of this Agreement.

3. **Days of Service**: This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave available in accordance with District policy. Prior to the start of each fiscal year, the «Title»'s non-contract days, if any, will be approved by the «Title»'s supervisor and reported to the District’s payroll office.

4. **No Automatic Renewal of Agreement:** The term of this Agreement shall not be automatically renewed and shall expire without further notice.

5. **Salary:** «Last\_Name» shall be employed as a full-time employee of the District with an annual salary of \$«Annual\_Salary» based upon placement on the 2026-27 Executive salary schedule, «Position», Step «Step». The salary will be prorated for service performed of less than one year. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

6. **Benefits:** The District agrees to provide «Last\_Name» an annual health-and-welfare benefit package identical to that provided to all other faculty and administrative personnel in the District.

«Last\_Name» shall also be eligible to receive a doctoral stipend applicable to all executive-level administrators, if they meet the eligibility criteria and are approved by the Vice President of Human Resources. Changes in the benefits outlined above provided to other administrators shall apply to the «Title» and do not constitute a violation of the terms of this Agreement.

7. **Expenses:** In lieu of any provisions provided by District policies and procedures for expense reimbursements for transportation or expenses incurred within San Diego County, «Last\_Name» will be given the following monthly allowances: five hundred twenty-five dollars (\$525) for expenses; five hundred fifty dollars (\$550) for automotive expenses and traveling expenses within the county. «Last\_Name» shall also be eligible to be reimbursed for parking in San Diego County and mileage and parking expenses related to approved business travel out of the county. «Last\_Name» will be provided an additional monthly allowance for the purchase of a mobile communication device and service plan acceptable to the District, as per Board Administrative Procedure 6450, currently one hundred twenty-five dollars (\$125) per month as an exceptional heavy user. «Last\_Name» acknowledges and agrees that the preceding expense considerations are currently considered as taxable compensation by the United States and State of California governments. Reimbursements for expenses for attending meetings, conferences, or other activities outside of San Diego County that are required for the performance of the «Title» duties shall otherwise be in accordance with District policies and procedures.

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

9. **Evaluation:** The District reserves its right whether to evaluate «Last\_Name» during the term of this Agreement. Any such evaluation shall be conducted pursuant to current Board policies and procedures, and may include

evaluation of the «Title» based upon: 1) the job description for the position; 2) any other duties prescribed by the Superintendent/President and/or the Board; and 3) «Last\_Name»'s effectiveness in this administrative position, including leadership and communication skills, rapport with subordinates, ability to identify and address subordinates' strengths and weaknesses, and «Last\_Name»'s working relationships with colleagues. This evaluation shall not constitute a precondition to a decision to terminate this Agreement. The failure to evaluate the «Title» shall not constitute a material breach of the Agreement and shall not constitute a basis to challenge any termination of this Agreement.

10. **Indemnity**: As provided in Government Code sections 825 and 995 et seq.

11. **Termination**:

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

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



c) Termination Upon Hiring Chief Information Systems Officer: When the Board employs a new «Position», this Agreement shall terminate automatically on the day before such new «Position» assumes the position. No further notice to the «Title» shall be required. «Last\_Name» shall not be entitled to any sums outlined above in section 11(a) of this Agreement.

12. **Provisions of Government Code Sections 53243.3-53243.4.**

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

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

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

d) “Abuse of office or position” is defined in Government Code section 53243.4 to mean either of the following:

- i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- ii. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

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

14. **Severability:** If any term or provision of this Agreement is to any extent held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions of the Agreement shall continue in effect.

15. **No Assignment:** This is a contract for personal services, and «Last\_Name» may not assign or transfer any rights granted or obligations assumed under this Agreement.

16. **Other Provisions:** All terms and condition of employment not specifically provided for by this Agreement shall be in accordance with the policies, rules and regulations of the Board.

17. **Advice of Counsel:** The parties acknowledge that they each have the right to obtain independent legal advice regarding the terms of this Agreement before accepting its terms. By their signatures below, «Last\_Name» and the District accept that they have obtained such advice or expressly and voluntarily have waived their right to do so. This Agreement shall be construed and interpreted under the laws of the State of California.

18. **Governing Law and Venue:** This Agreement is subject to the applicable laws of the State of California and any dispute arising out of this Agreement shall be heard in the County of San Diego.

19. **Ratification:** «Last\_Name» and the District agree that this Agreement, and any amendment thereto, is not binding or enforceable unless it is in writing and ratified by the Board at an open meeting of the Board.

20. **Representations and Warranties:**

«Last\_Name» represents and warrants that they:

- a) have read this Agreement and understand its provisions; and
- b) is freely and voluntarily signing this Agreement.

MiraCosta Community College District

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

\_\_\_\_\_ «First\_Name» «Last\_Name»

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MiraCosta Community College District Item Report

**Item:** X.A.

**Meeting Date:** May 14, 2026

**Subject:** Board Policy 2200 – Board Duties and Responsibilities

**Category:** Second Read – Board Policies (Action Required)

**Institutional Goal Supported:** Goal 1  
Goal 2  
Goal 3  
Goal 4

**Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Attachments:** 1. 2200 BP - Board Duties and Responsibilities - Working Copy-Jan2026

### **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 second read and adoption by the Board of Trustees.

### **Recommended Action:**

Adopt Board Policy 2200 - Board Duties and Responsibilities.

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



~~F. To the extent authorized by law, determine and monitor the district's operational and capital outlay budget. Assure that public funds are spent prudently and legally. Determine, if appropriate, the need for elections for override tax levies and bond measures and authorize the calling of such elections.~~

~~I. To the extent authorized by law, determine and control the district's operational and capital outlay budget. Assure that public funds are spent prudently and legally. Determine, if appropriate, the need for elections for override tax levies and bond measures and authorize the calling of such elections.~~

~~J.G.~~ Manage and ~~oversee~~~~control~~ district property; contract for the procurement of goods and services as authorized by law.

~~K.H.~~ Establish procedures that are consistent with minimum standards adopted by the Board of Governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level and to ensure that these opinions are given every reasonable consideration, and the right to participate effectively in district and college governance.

~~L.I.~~ ~~Oversee~~~~Establish~~ rules and regulations governing student conduct.

~~M.J.~~ Establish student fees that are required by law and, in its discretion, fees it is authorized by law to establish.

~~N.K.~~ Receive gifts, grants, and scholarships on behalf of the college and its students.

~~O.L.~~ Within the framework provided by law, determine the district's academic calendar, including holidays it will observe.

~~P.M.~~ Hold and convey property for the use and benefit of the district. Acquire by eminent domain any property necessary to carry out the powers or functions of the district.

~~Q.N.~~ Annually review and approve the district's deferred maintenance plan and five-year capital outlay plan.

~~R.O.~~ Participate in the consultation process established by the Board of Governors for the development and review of policy proposals.

~~S.P.~~ Provide policy direction for the district while delegating administrative authority to the superintendent/president as chief executive officer.

~~T.Q.~~ Review and evaluate the performance of the superintendent/president on an annual basis pursuant to Board Policy 2435, Evaluation of Superintendent/President.

~~U.R.~~ Review and evaluate its own performance on an annual basis.

In accordance with the provisions and limitations of the Education Code, the student member of the board of trustees shall be elected by the students enrolled in the MiraCosta Community College District, and that person shall be designated as the student trustee. Normally, an election will be held in the spring semester so that the office is filled by June 1 of each year for a one-year term. The election process and term of service shall be clearly stated in the constitution and bylaws of the Associated Student Government of MiraCosta College.

The student trustee has the same general responsibilities as all trustees to represent the interests of the entire community; however, they also provide a student perspective on the issues facing the board. Student votes are advisory and nonbinding.

The student trustee is expected to attend all board meetings, interact regularly with college officials, maintain regular contact with the Associated Student Government, and attend statewide meetings as necessary.

The student trustee has the right to:

- A. Attend all meetings of the board of trustees, with the exception of closed sessions.
- B. Participate in discussions, ask questions, and be seated with the board. As an official member of the board, the student trustee is entitled to receive materials furnished to regular board members with the exception of materials related to closed sessions.
- C. Be reimbursed for mileage to the same extent and under the same policies as other board members.
- D. Cast an advisory opinion, which will be reported in the official minutes. This advisory vote will not count in determining if an item passes.

The board of trustees will review procedures outlining the privileges, compensation, and travel arrangements accorded to the student trustee by May 15 of each year. Such procedures will be effective June 1 to May 31 of each year and shall be contained in Administrative Procedures 2015.

The superintendent/president, or their appointed designee, shall act as the mentor to the student trustee. Training for new student trustees will be conducted as outlined in Administrative Procedure 2740, Board Education.

#### **MiraCosta Community College District**

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Adoption History: 9/15/09, 4/20/10, 4/12/11, 4/24/12, 4/23/13, 4/16/14, 4/22/15, 5/11/16,  
4/20/17, 5/12/18, 2/21/19, 5/14/20, 3/18/21, 3/24/22, 4/20/23, 4/18/24,  
xx/xx/xx

Reference Update: 4/24

References: Education Code §72023.5

CCLC Update: #20, 3/12; #44, 4/24

Steering: VPSS / N/A

The superintendent/president is authorized to establish prerequisites, corequisites, and advisories on recommended preparation for courses in the curriculum. All such prerequisites, corequisites, and advisories shall be established in accordance with the standards set out in Title 5. Any prerequisites, corequisites, or advisories shall be necessary and appropriate for achieving the purpose for which they are established. The procedures shall include a way in which a prerequisite or corequisite may be challenged by a student on grounds permitted by law. Prerequisites, corequisites, and advisories shall be identified in district publications available to students.

See Administrative Procedure 4260.

## MiraCosta Community College District Item Report

**Item:** XII.A.

**Meeting Date:** May 14, 2026

- Subject:** Board Policy 4025 - Philosophy and Criteria for Associate Degrees and General Education
- Category:** First Read – Board Policies
- Institutional Goal Supported:** Goal 1  
Goal 2  
Goal 3  
Goal 4
- Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. 4025 BP - Philosophy and Criteria for Associate Degrees and General Education\_updated 3-12-26

### **Background:**

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

### **Status:**

A review of edits made to Board Policy 4025 - Philosophy and Criteria for Associate Degrees and General Education has been completed and approved by College Council. The policy is now presented for a first read by the Board of Trustees.

### **Recommended Action:**

For information only.

The MiraCosta Community College District’s associate degree and general education programs are consistent with the college’s mission, vision, and core values.

The associate degree at MiraCosta College provides a framework within which students complete patterns of learning experiences designed to develop certain capabilities and insights to support their academic and career goals. Among these capabilities and insights are skills and competencies that comprise a general education curriculum. In addition, students graduating with an associate degree shall possess sufficient depth in some field of knowledge to contribute to lifetime interest and career pursuit.

The MiraCosta College general education program introduces students to the variety of means through which people comprehend the modern world by providing opportunities for students to engage with the arts and humanities, sciences, mathematics, and social sciences. It ensures students who receive their degrees have mastered principles, concepts, and methodologies both unique to and shared by the various disciplines.

All courses designated for general education (GE) at MiraCosta College must fulfill the following universal criteria:

- Level: Each GE course is baccalaureate-level and may be introductory or integrative. Integrative courses draw broad connections between multiple perspectives and methodologies and demonstrate relationships within or between disciplines.
- Rigor: Each GE course treats subject matter with a level of intellectual intensity that requires independent study.
- Scope: Each GE course introduces the student to a wide range of principles, perspectives, and knowledge within the discipline.
- Autonomy: Each GE course is a whole unto itself and not primarily part of a sequence of courses; i.e., each course provides exposure to foundations and fundamental tenets of the discipline.

Adoption History:	4/7/09, 5/16/24, <a href="#">xx/xx/xx</a>
Periodic Review:	11/18/15, 7/20/23
Reference Update:	11/14
References:	Title 5, §55060 <a href="#">and 55090 et seq.</a> ACCJC Accreditation Standard 2.1, 2.3
CCLC Update:	#14, 2/08; #25, 11/14; <a href="#">#47, 10/25</a>
Steering:	CPC / AS



- Breadth: Each GE course provides a generalizing rather than specializing experience within the subject matter of the discipline. It relates knowledge within the discipline to other fields and disciplines, as well as to contemporary society.
- Critical thinking: Each GE course develops the student's aptitude for conceptualizing, applying, analyzing, synthesizing, and evaluating information.
- Communication and literacy: Each GE course provides opportunities for the student to develop and demonstrate both orally and in writing the ability to read, comprehend, and evaluate college-level material.
- Relevancy: Each GE course relies upon current knowledge, technology, and instructional materials to achieve its objectives, as appropriate.

In modifying its general education program, the MiraCosta Community College District will continue to seek coherence and integration among the separate requirements and to establish a general education program that actively involves students in examining values inherent in proposed solutions to major social problems.

The superintendent/president shall establish procedures to ~~assure~~ ensure that courses used to meet general education and associate degree requirements meet the standards in this policy. These procedures shall provide for appropriate Academic Senate involvement.

## MiraCosta Community College District Item Report

**Item:** XII.B.

**Meeting Date:** May 14, 2026

- Subject:** Board Policy 4025B - Philosophy and Criteria for Baccalaureate Degrees and General Education
- Category:** First Read – Board Policies
- Institutional Goal Supported:** Goal 1  
Goal 2  
Goal 3  
Goal 4
- Recommended:** Sunita V. Cooke Ph.D. - Superintendent/President
- Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President
- Attachments:** 1. 4025B BP - Philosophy and Criteria for Baccalaureate Degree and General Education\_update 3-12-26

### **Background:**

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

### **Status:**

A review of edits made to Board Policy 4025B - Philosophy and Criteria for Baccalaureate Degrees and General Education has been completed and approved by College Council. The policy is now presented for a first read by the Board of Trustees.

### **Recommended Action:**

For information only.

MiraCosta Community College District baccalaureate degree program is consistent with the college mission, vision, and core values.

The baccalaureate program provides a framework within which students complete patterns of learning experiences designed to develop progressively higher-level capabilities and insights to support their academic and career goals while addressing unmet local and regional workforce needs. Among these capabilities and insights are skills and competencies that comprise a general education curriculum.

- A. Lower-division general education courses introduce students to the variety of means through which people comprehend the modern world by providing opportunities for students to engage with the arts and humanities, sciences, mathematics, and social sciences. It ensures students who receive their degrees have mastered principles, concepts, and methodologies both unique to and shared by the various disciplines.
- B. Upper-division general education courses integrate biotechnology concepts within at least two disciplines outside the major. These courses are intended only for students enrolled in the baccalaureate program.

Students in the MiraCosta College baccalaureate program must complete 37-to-41 semester units of lower-division and 9 semester units of upper-division general education coursework in accordance with Board Policy 4100B: Graduation Requirements for the Baccalaureate Degree.

Students graduating with a baccalaureate degree shall also possess sufficient depth in the field of applied biomanufacturing to contribute to entry-level career positions within the region. This depth is provided through the completion of 24 lower-division and 34 upper-division semester units in the major in accordance with Board Policy 4100B: Graduation Requirements for the Baccalaureate Degree. Upper-division courses in the major require lower-division knowledge and apply that knowledge as demonstrated measures of critical thinking through writing, oral communication, or computation.

The superintendent/president shall establish procedures to assure-ensure that courses used to meet upper-division general education and baccalaureate degree requirements meet the standards in this policy. These procedures shall provide for appropriate Academic Senate involvement.

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**MiraCosta Community College District**
**Page 1 of 1**

Adoption History: 6/22/16, 7/18/24  
 Periodic Review: 6/22/23  
 References: Title 5, §§55009, 55060, and 55090 et seq.  
 ACCJC Standard 2.1, 2.3  
 CCLC Update: #47, 10/25-  
 Steering: CPC / AS

## MiraCosta Community College District Item Report

**Item:** XIII.A.

**Meeting Date:** May 14, 2026

**Subject:** Third Quarter Fiscal Report (03/31/2026)  
**Category:** Information  
**Institutional Goal Supported:** Goal 3  
**Recommended:** Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services  
**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President  
**Attachments:** 1. Quarterly Report on Cash and Investments Q32026

### **Background:**

Regular fiscal reporting ensures institutional stewardship and sustainability by enabling the board to monitor budget performance and manage resources effectively to support instructional programs. Title 5, section 58310 of the California Code of Regulations, requires the chief executive officer or other designee to report to the governing board the district's financial condition at least once every three months.

The quarterly fiscal report is a summary overview report that includes information from the CCFS-311Q (applicable for 1Q, 2Q, and 3Q) and Report of Investments and is to be prepared on forms provided by the Community College System Office and submitted to the appropriate county offices and system office no later than forty-five days following the completion of each quarter. The certified report is to be reviewed by the district governing board at a regularly scheduled meeting and entered into the minutes of the meeting.

### **Status:**

The March 31, 2026, report details all district funds within the County Pooled Investments as well as district-held proprietary and fiduciary funds.

1. The total year revenue projection is \$177.2 million, the same as the adopted budget. Revenue through March 31<sup>st</sup> was \$109.8 million, 62 percent of budget; the next major property tax revenue will be received in April 2026.
2. The total year expense projection is \$177.2 million, the same as the adopted budget. Expenses through March 31<sup>st</sup> were \$131.7 million, 74.3 percent of the

adopted budget, with 75 percent through the year.

3. The Unrestricted General Fund balance (Reserves) fiscal year-end projection remains the same as adopted budget at 24.0 percent (2.9 months) of annual expenses, above the 17 percent reserves (2 months) policy.
4. The cash balance for period end March 31, 2026, held at the San Diego County Treasury, was \$145.46 million from the following funds:
  - \$34.86 million for General Funds, Fund 11 (unrestricted) Fund 12 (restricted)
  - \$42.91 million for the Capital Outlay Fund 41
  - \$60.74 million for the General Obligation Bond Fund 43
  - \$5.15 million of Debt Service, Fund 29
  - \$1.8 million for Fund 61-Self Insurance and fund 73-Student Center Fees
5. The cash balances for the period ending March 31, 2026, held at local banks were \$2.2 million for financial aid & scholarships, cash clearing, auxiliary funds (bookstore, cafeteria) and student accounts (ASG and clubs).
6. The OPEB (Other Post Employment Benefit) trust balance for the period ending March 31, 2026, was \$41.73 million, with a funded liability ratio of 141.8 percent. The OPEB Total liability from June 30, 2025, Interim Valuation report was \$29,435,126.

**Recommended Action:**

For information only.



FROM: Elba Gomez, Assist Superintendent/Vice President, Administrative Services  
 DATE: May 14, 2026  
 TO: Dr. Sunita Cooke, Superintendent/President  
 SUBJECT: District's Cash and Investment Report status, March 31, 2026

The district's total cash and investment status report. The Other Post-Employment Benefit (OPEB) Trust Investment account is an irrevocable trust and can only be used for the Retiree Health benefit costs. The 2023 LRB Trust Fund is for the capital projects defined in the LRB.

**Actual-to-Budget, CCFS Quarterly Financial Status Report** **Amount**

Revenues	
• FY26 Adopted Budget	\$177,214,965
• FY26 Projected Budget	\$177,214,965
• FY26 Actual as of March 31, 2026	\$109,812,229
• FY26 Actual YTD to Projected Budget	62.0%
Expenses	
• FY26 Adopted Budget	\$177,214,965
• FY26 Projected Budget	\$177,214,965
• FY26 Actual as of March 31, 2026	\$131,712,744
• FY26 Actual YTD to Projected Budget	74.3%

**Cash Deposits and Investments, Quarterly Report of Investments** **Balance,**  
**03/31/2026**

• Total Cash in the County pooled investment fund (combined funds)	<b>\$145,460,823</b>
Detail by Fund below:	
○ General Fund 11 & 12	\$34,859,809
○ Capital Outlay Fund 41	\$42,909,094
○ General Obligation Bond Fund 43	\$60,737,506
○ Debt Service Fund 29	\$5,147,119
○ All Other Funds (Fund 61-Self Ins, Fund 73-Student Ctr)	\$1,807,295
Fees)	
○ Rate of Return Fiscal YTD	2.87%
• Cash in bank deposits	\$2,226,147
○ Rate of Return	NA
• Cash in Money Market instruments (Bookstore Fund)	\$0
○ Rate of return	0.05%

**OPEB Irrevocable Trust Fund (For Retiree Health Benefits)**

• Balanced Fund Portfolio	\$41,734,639
○ Rate of Return Fiscal YTD (Annual Target 5.5%)	6.40%
○ Funded Accrued Liability	141.8%

**2023 Lease Revenue Bond (LRB) Trust Fund**

• Capital Outlay Fund 41 for LRB defined projects (Statement as of 03/31/2026)	\$54,594,311
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**TOTAL ALL FUNDS** **\$244,035,086**



## Quarterly Data

MIRACOSTA

Fiscal Year: 2025-2026

Quarter Ended: (Q3) March 31, 2026

### I. Unrestricted General Fund Revenue, Expenditure and Fund Balance

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Projected 2025-2026
<b>A.</b>	<b>Revenues</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	153,199,038	164,981,716	171,571,101	177,154,965
A.2	Other Financing Sources (Object 8900)	1,776,173	52,406	70,030	60,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	154,975,211	165,034,122	171,641,131	177,214,965
<b>B.</b>	<b>Expenditures</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	133,009,771	143,071,487	158,989,642	170,644,129
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	20,026,029	20,332,833	9,999,444	6,570,836
B.3	Total Unrestricted Expenditure (B.1 + B.2)	153,035,800	163,404,320	168,989,086	177,214,965
C.	Revenues Over (Under) Expenditures (A.3 - B.3)	1,939,411	1,629,802	2,652,045	0
D.	Fund Balance, Beginning	36,455,581	38,394,992	39,861,228	42,513,273
D.1	Prior Year Adjustments + (-)	0	-163,566	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	36,455,581	38,231,426	39,861,228	42,513,273
E.	Fund Balance, Ending (C. + D.2)	38,394,992	39,861,228	42,513,273	42,513,273
F.	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	25.1 %	24.4 %	25.2 %	24.0 %

### II. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	Amount as of the Specified Quarter Ended			
		2022-2023	2023-2024	2024-2025	2025-2026
H.1	Cash, excluding borrowed funds	54,415,564	43,828,106	41,550,063	35,808,811
H.2	Cash, borrowed funds only	0	0	0	0
H.3	Total Cash (H.1+ H.2)	54,415,564	43,828,106	0	35,808,811

### III. Unrestricted General Fund Revenue, Expenditure and Fund Balance

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
<b>I.</b>	<b>Revenues</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	177,154,965	177,154,965	109,789,646	62.0 %
I.2	Other Financing Sources (Object 8900)	60,000	60,000	22,583	37.6 %
I.3	Total Unrestricted Revenue (I.1 + I.2)	177,214,965	177,214,965	109,812,229	62.0 %

J. Expenditures					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	170,644,129	170,644,129	125,664,569	73.6 %
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,570,836	6,570,836	6,048,175	92.0 %
J.3	Total Unrestricted Expenditure (J.1 + J.2)	177,214,965	177,214,965	131,712,744	74.3 %
K.	Revenues Over (Under) Expenditures (I.3 - J.3)	0	0	-21,900,515	
L.	Fund Balance, Beginning	170,644,129	42,513,273	42,513,273	
L.1	Prior Year Adjustments + (-)	6,570,836	0	0	
L.2	Adjusted Fund Balance, Beginning (D + L.1)	177,214,965	42,513,273	42,513,273	
M.	Fund Balance, Ending (K. + L.2)	177,214,965	42,513,273	20,612,758	
N.	Percentage of GF Fund Balance to GF Expenditures (M. / J.3)	100.0 %	24.0 %		

**IV. Has the district settled any employee contracts during this quarter?**

For first quarter reporting, has the district settled any employee contracts during the fourth quarter of the prior fiscal year or during the first quarter of the current year?

- Yes  No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?**

- Yes  No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

**VI. Does the district have significant fiscal problems that must be addressed?**

This year?

- Yes  No

Next year?

- Yes  No

**Describe the problem(s) and action(s) to be taken. If the district is projecting deficit spending (a negative value for line C above) or an ending unrestricted general fund balance less than 10% of annual expenditures (line F above), please identify the primary factors contributing to deficit spending and/or describe the district's reserve balance management strategy. Provide additional information as needed to [CCFS311admin@cccco.edu](mailto:CCFS311admin@cccco.edu).**

**Item: XIV.A.**

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Trustees Activities

**Category:** College-Related Reports

**Institutional Goal  
Supported:**

**Approved for  
Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Item: XIV.C.**

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Classified Employees

**Category:** College-Related Reports

**Institutional Goal Supported:**

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Item: XIV.D.**

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Faculty

**Category:** College-Related Reports

**Institutional Goal Supported:**

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President



**Item: XIV.E.**

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Assistant Superintendent/Vice Presidents

**Category:** College-Related Reports

**Institutional Goal Supported:**

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**MiraCosta Community College District Item Report**

**To:** Board of Trustees  
**From:** Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services  
**Meeting Date:** May 14, 2026  
**Subject:** Instructional Services  
**Category:** College-Related Reports  
**Institutional Goal Supported:** Goal 3  
**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

Instructional Services and Library (Zhenya Lindstrom, Sarah Carpenter, Lauren McFall, Michelle Ohnstad, Amy Paopao)

Guided Pathways (GP)

Planning is underway for the 2026 Light the Fire professional development institute to support faculty teaching shortened-term courses (e.g., 8-week formats). In February 2026, the GP team hosted a Student-Centered Scheduling Summit with 108 participants to examine scheduling practices and identify opportunities to better meet student needs through data analysis, panel discussions, and facilitated dialogue.

In spring 2026, ACP success teams hosted or collaborated on 16 events, with an additional five planned. Programming emphasized career exploration and sense of belonging by pathway, serving more than 400 students to date. Success teams also provide case management for adult learners enrolled in 8-week accelerated certificates and degree programs and are supporting the rebranding and expansion of FastTrack programs. In partnership with Outreach, teams presented at local high schools and strengthened coordination with Community Learning Centers (CLC) to support noncredit-to-credit transitions. This work currently serves approximately 50 students, with continued growth anticipated.

Early College Credit (Dual Enrollment and Credit by Exam)

Dual Enrollment participation increased 30% from last spring, with 867 unduplicated students and 1,244 total enrollments. The program was selected as one of eight California community colleges to participate in the \$3 million Gates Foundation grant focused on advancing equity in partnership with the Oceanside Unified School District (OUSD), including targeted student support through embedded advising. The program also secured \$240,000 in K–16 Border Region Talent Pipeline partnership grants to align horticulture and business pathways with school districts in the region. Additionally, the MiraCosta College and OUSD biomanufacturing pathway project received a 2025 Excellence in North County Economic Development award.

In fall 2025, 1,009 high school students enrolled in Career Technical Education (CTE) courses with credit by exam agreements, with 711 students earning college credit. CTE enrollment expanded significantly in spring 2026, serving approximately 4,920 students across 21 high schools in nine school districts. Despite overall K–12 enrollment declines, participation in CTE pathways continues to grow.

**Learning Commons: The Learning Centers (TLC) and Library**

During spring 2026, the Library operations team provided laptop and mobile hotspot loans to over 1,000 students. The Library's newest in-person collection, *Diverse Voices: For Students, By Students* Collection, developed in partnership with the Academic Success and Equity (ASE) programs and students to highlight student-selected books and graphic novels. In addition, the Hawaiian Sovereignty exhibit currently on display shares information and virtual artifacts related to the illegal overthrow of the Hawaiian Kingdom in 1893 and the subsequent Hawaiian Sovereignty movement.

Supplemental Instruction supported students across thirteen course sections with 1,663 student contacts. TLC also hosted its first Learning Centers Knowledge Exchange Student Conference, with over 50 attendees, providing an opportunity for employees to share practices that support student success.

**School of Arts, International Languages and Ethnic Studies (Jonathan Fohrman, Phillip Boland, Leigh Cotnoir, Dan Siegel, Xuchi Eggleton, Emiko Kiyochi, Dave Massey, Olivia Quintanilla)**

In early February, drama students and faculty participated in the American College Theater Festival, where students competed at the highest level with peers from colleges and universities from across Region 8, which encompasses California, Hawaii, Arizona, Utah, and Wyoming. MiraCosta students achieved strong results, with finalists in the Stage Management and Musical Theatre Initiative competitions for both singing and dance. In the acting competition, four of 252 participants advanced to the semi-finals (top 62), with two students reaching the finals (top 16). In addition, one student received the region's Innovation in Dramaturgy Award.

Across spring 2026, Arts, Ethnic Studies, International Languages, and related academic success teams strengthened outreach and community engagement through a robust slate of interdisciplinary, publicly connected activities. Faculty and students engaged with regional partners through symposia, exhibits, and workshops exploring the intersections of social justice and the arts; campus and community-facing performances and exhibitions at partner institutions; and co-curricular events linking creative practice to career pathways, including industry-led workshops.

**School of Continuing and Community Education (John Makevich, Bea Aguilar, Erica Duran, Angela Senigaglia, Mariana Silva, Tom Tubon)**

**Continuing Education**

Continuing Education hosted a campus Reading Festival that engaged approximately 200 students representing more than 20 noncredit classes. Students participated in a shared reading experience centered on a common text and attended a culminating event featuring the author of the selected book (our own Mitra De Souza!), who met with

students and discussed the writing process. The event supported literacy development, student engagement, and a sense of academic community across multiple programs and instructional levels.

Continuing Education hosted an Affordable Housing Job Fair connected to the Affordable Housing Management pathway. Approximately seven employers from the affordable housing sector participated, meeting directly with about 50 students currently enrolled in or completing coursework in the field. Students had the opportunity to apply for jobs aligned with their program of study and engage in direct conversations with employers about career pathways, hiring timelines, and industry expectations. Continuing Education hosted the Next Steps to Executive Administrative Careers hyflex (Zoom and in-person) event on April 22, 2026, welcoming 37 students interested in advancing into administrative and executive support roles. The event introduced MiraCosta's Executive Administrative Professional credit certificate and highlighted pathways to high-wage career opportunities.

Continuing Education, in partnership with the Department of Rehabilitation, hosted the "Surf Into Employment" Job and Work Experience Fair at the Community Learning Center on May 6. The event brought employers to the CLC to engage with students and connect them to jobs and work experience and provides students with information and guidance on transitioning to credit coursework or learning opportunities at our Technology Career Institute (TCI).

#### Community Education and Workforce Development

In April 2026, the Technology Career Institute recognized 21 graduates who completed workforce skills training certificates through the Engineering Technology Program and the Uniquely Abled CNC Machinist Program. These completions represent the 33rd cohort of the Engineering Technology Program and the 5th cohort of the Uniquely Abled CNC Machinist Program, reflecting sustained program growth and long-term impact.

Additionally, the Aquaculture Technician Program is scheduled to graduate 14 students this spring. These graduates are prepared to enter or advance within aquaculture and related marine industries, supporting the region's Blue Economy and sustainable workforce needs.

During spring 2026, TCI secured significant external funding to support student access and program sustainability totally almost \$350,000.

TCI hosted a 7-week Heavy Equipment Operator Academy in partnership with Caltrans, awarding 20 certificates of completion to participants preparing for employment in highway construction and public works. The academy supports entry into skilled, high-demand infrastructure careers and reflects strong collaboration with public sector workforce partners.

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

### Nursing and Allied Health (NAAH)

By the end of the spring 2026 semester, 37 students will complete the Certified Nursing Assistant (CNA) Program. Except for those who plan to begin a nursing program the following semester, the program has maintained a 92.5% retention rate and reached an 88% employment rate upon course completion. Continued support from the Rupe Foundation has strengthened student success by providing essential learning materials through grant funding. The CNA program continues to maintain a 100% state exam pass rate. The Home Health Aide (HHA) program achieved a 100% retention rate and will have 29 students complete the program in spring 2026.

The Medical Assistant (MA) program continues to show strong momentum and growth, with certified billing and coding and clinical medical assistant. Due to an exceptionally high volume of applications, the program closed its application process early and will maintain a full cohort for the second consecutive year. The MA program will also continue its scholarship and clinical partnership with TrueCare for a fourth year, further strengthening student support and workforce connections.

The Registered Nursing (RN) program continues to demonstrate strong student outcomes and meaningful progress toward statewide workforce priorities. In spring 2026, the California Board of Registered Nursing (CA BRN) approved program growth, increasing enrollment by 10 additional Traditional RN students annually (Track I) and eight additional LVN-to-RN students annually (Track II). This represents a 33% overall program expansion, significantly increasing access to nursing education and helping address regional workforce needs. The CA BRN approved the launch of the first LVN-to-RN apprenticeship cohort, which is scheduled to begin in summer 2026. The program is actively expanding clinical partnerships with healthcare agencies to participate in the LVN-to-RN apprenticeship pathway. The Accreditation Commission for Education in Nursing (ACEN) and the CA BRN site visits are scheduled for fall 2026. The spring RN pinning ceremony is scheduled for May 20 at 1 p.m. in the Concert Hall (OC2406).

### Kinesiology, Health, and Nutrition (KHAN)

The Kinesiology, Health, and Nutrition (KHAN) department has made significant updates to enhance student learning and success, including revising the kinesiology, health, and nutrition curriculum to improve articulation, transfer pathways, and alignment with Cal-GETC requirements. Through discussions with the Advisory Board Committee and local employers, the KHAN faculty have ensured that certification curriculum is aligned with employer's needed skill sets for employment. The Personal Fitness Trainer (PFT) certification was redesigned to allow students to complete the program in one semester, increasing accessibility and efficiency. The department actively participated in campus and community events such as the Health Expo and the STREAM Festival, promoting health education and program visibility.

School of Business and Technology (Dr. Annie Ngo, Paul Clarke, Claudia Flores, Ruben Gomez, Steve Isachsen, Nate Scharff, Nery Chapeton-Lamas, Cheryl Brown, Traci Cole)

Automotive Technology Department

The Automotive Technology program is in the final phase of its five-year National Institute for Automotive Service Excellence (ASE) accreditation renewal, with completion anticipated in May 2026, ensuring continued alignment with industry standards.

#### Business Administration Department

The Business Department continues to advance equity-focused practices by embedding culturally responsive content and expanding the use of Zero Textbook Cost (ZTC) materials across courses, improving accessibility and reducing financial barriers for students. In fall 2025, the Accounting program strengthened regional partnerships by collaborating with the California Society of CPAs (CalCPA), California State University San Marcos (CSUSM), and Palomar College to host a career workshop at CSUSM. Building on this momentum, a spring 2026 workshop, This Way to Accounting Careers, was delivered in partnership with the Business and Technology Academic and Career Pathway (ACP) at MiraCosta.

#### Computer Science

The Computer Science Department has expanded its ZTC offerings across Introduction to Computer Science I and II: Java and 8 other courses. The department created additional pathways through Advancing San Diego internships (workforce development) and teaching pathways (through departmental internships).

#### Computer Studies and Information Technology (CSIT)

The CSIT Department continues to demonstrate strong growth, with enrollment increasing from 1,798 to 1,949 students, representing an 8.4% increase. Building on the successful launch of the Artificial Intelligence (AI) pathway in fall 2024, the department anticipates its first cohort of students earning the Associate Degree and Certificate of Achievement in AI to graduate in spring and summer 2026.

#### Child Development

A significant achievement this year for the Child Development Department is the Spanish-language cohort developed in partnership with Child Care Providers United (CCPU), which demonstrated strong engagement and high completion rates. Building on this success, a Memorandum of Understanding (MOU) has been executed to formalize and expand the partnership, including the establishment of a dedicated support team at the College to manage the cohort. In addition, faculty have completed the development of a new Certificate of Achievement in Family Child Care Entrepreneurship, with launch planned for fall 2026.

#### Design

The Design Department hosted an Open House for students, faculty, and community members to explore programs in design, engineering graphics, and architecture. The event supported student recruitment and pathway awareness by strengthening connections with regional high schools and community partners, while showcasing student work and the capabilities of the MakerLab.



### Child Development Center

The Child Development Center (CDC) staff presented at the National Association for the Education of Young Children annual conference, showcasing professional leadership in the field. The CDC expanded full-day programming to better serve children, practicum students, service learners, and student observers. The center also increased access for student parents in CalWORKs, EOPS, as well as families in third-party support programs.

### Small Business Development Center

The North San Diego Small Business Development Center (SBDC) supported the launch of 246 new businesses and contributed to the creation and retention of 38,144 jobs, including 1,032 new jobs. Clients realized more than \$192 million in capital infusion through loans and equity, an \$86 million increase in sales, and over \$10.5 million in government contracts awarded. SBDC served nearly 6,000 clients, providing more than 20,000 hours of individualized advising and delivering 796 training events attended by more than 12,000 participants.

The SBDC also expanded strategic partnerships with Banner Bank/Escondido Chamber, the cities of Oceanside and Carlsbad, Palomar College, California State University San Marcos, and MiraCosta College. Through the MiraCosta College Foundation, the SBDC secured funding from the San Diego Foundation's El Camino Fund to support the Latina/o Entrepreneur Advancement & Contracting Initiative (LEACI). Additional partnerships included collaboration with SDG&E to deliver the Level Up Program and the award of an additional project through the California Office of the Small Business Advocate's Small Business Opportunity Program (SBOP).

### Veterans Business Outreach Center

The SoCal Veterans Business Outreach Center (VBOC) exceeded program goals by delivering 148 training events, including 59 Boots to Business sessions, and facilitating 190 counseling referrals. These efforts directly supported the launch of 22 veteran-owned businesses and helped secure \$2.295 million in funding for program participants.

In December 2025, Kaiser Permanente awarded a \$50,000 grant to the SoCal VBOC through the MiraCosta College Foundation to support a three-event series designed to assist veteran entrepreneurs. The series emphasizes networking, education, and access to resources in key areas such as funding, artificial intelligence, and personal wellness, while fostering community and peer support.

Career Education (Benjamin Gamboa, Stacey Mathis, Viviana Rodriguez, Molly Ash) Career Services held its annual Job and Internship Fair on April 14 at the Oceanside Campus, connecting 30 local employers and 10 campus departments with nearly 300 students. Post-event survey results indicated strong outcomes, with more than 90% of participating students reporting increased confidence and readiness to pursue employment opportunities. Students arrived well prepared, with resumes, professional attire, and a clear intent to engage with employers, and were also able to obtain professional headshots to further support career readiness.

The Apprenticeship team continues to advance program development and employer engagement across multiple sectors, currently serving 62 apprentices and pre-apprentices. Pre-apprenticeship standards for the Pharmacy Technician program have been submitted to California's Division of Apprenticeship Standards for approval. Through the Rebuilding Nursing Infrastructure grant, two Licensed Vocational Nurses (LVNs) from Continuing Life have applied to participate in the LVN-to-RN apprenticeship program beginning in fall 2026. In addition, the team is partnering with the San Diego Housing Federation to develop a first-of-its-kind Affordable Housing Property Manager apprenticeship, providing students enrolled in the existing noncredit Affordable Housing Property Management program with paid, work-based learning opportunities.

School of Natural and Social Sciences (Dr. Mike Fino, Megan Allison, Suzie Bailey, Dr. Robert Bond, Steve Eso, Bruce Hoskins, Wally Perez, Paul Katson, Kent McCorkle, Dr. Erika Peters, John Phillips, Jessica Perez-Corona, Dr. Terri Quenzer, Keau Wong)  
Horticulture

On April 3, the Horticulture Department hosted a Perkins-funded Future Farmers of America Field Day for 38 students from five high schools. The department received a \$10,000 grant from the Rancho Santa Fe Garden Club for the purchase and installation of new hydroponic systems. Hydroponic lettuce and other crops will be grown by student interns and sold through the Horticulture Plant Sales nursery during weekly Fresh Friday sales.

#### History

The History Department hosted an event in collaboration with the Encinitas Historical Society on March 24th entitled Public Goods: The Hidden Foundation of Our Daily Lives. In 2026, Encinitas marks a rare convergence of anniversaries: 250 years of El Camino Real in California, 100 years of Highway 101, and 40 years of the City of Encinitas. A packed room of students learned about the importance of public goods through an engaging lecture and discussion about our local highway and freeway systems.

#### Physical Sciences

In January, Geography Professor Taya Lazootin and students presented to the Board on proposed strategies to reduce or eliminate single-use plastics at the college. This work has continued through collaboration with the Vice President of Administrative Services, Elba Gomez, faculty and staff who established The Blue Group. The Blue Group is a Sustainability Committee-affiliated working group advancing the adoption of reusable materials.

#### Social Sciences

Anthropology began participation in dual enrollment this year and the inaugural section of Biological Anthropology at Oceanside High School filled at 100% enrollment capacity. The department continued participation in the UCSD Quarterly Conversations in Global Health Conference and the Dia de Los Muertos Community Ofrenda at our Oceanside Campus.

### Bioscience Workforce Development Hub

The Bioscience Workforce Development Hub (the Hub) secured a grant from the National Science Foundation to implement the Business & Industry Leadership Team (BILT) Advisory for community college bioscience programs. Dr. Terri Quenzer, as a leader in shaping efforts to build and strengthen biotechnology ecosystems in California, participated in an invitation-only symposium in Washington, DC for the National Security Commission for Emerging Biotechnology (NSCEB), where she shared best practices including the statewide BILT, experiential learning (internships and apprenticeships), and faculty professional development. Quenzer also joined the CEO and policy experts from Biocom to meet with California Representatives on Capitol Hill to advocate for recommendations from the [NSCEB 2025 Report](#) and continued funding for federal grants that support community college bioscience CTE programs.

The Hub continues to explore partnership and funding opportunities with the California Institute for Regenerative Medicine (CIRM), including new opportunities which will help strengthen pathways from high school and continue to provide paid experiential learning opportunities for biotechnology students. Hub director Keau Wong was selected to serve on the steering committee for the annual CIRM meeting, which will be held in Sacramento this summer.

School of Humanities, Communication Studies and Math (Lauren Halsted, Jade Hidle, Leola Powers, Dr. Leila Safaralian, Jeff Murico)

### Letters

The Glassless Minds Open Mic Night Series and writing workshops continued this semester. The series organizer, associate faculty member and award-winning poet Karla Cordero, presented and signed at the LA Times Festival of Books in mid-April. Jade Hidle traveled to Oregon State University with a group of Mana students to attend and present at the Pacific Islander Student Alliance conference.

The PUENTE program has two full cohorts this semester in ENGL 201 and offered the following extracurricular experiences for students: an author talk with writer Reyna Grande at the Oceanside campus, a field trip to Northern California to tour universities, and a bowling community building night.

### Communication Studies

Communication Studies faculty members Eric Robertson and Katharine Ortiz were honored with the ASG 2026 Outstanding Full-Time faculty award and Outstanding Associate-Faculty awards, respectively.

### Philosophy and Religious Studies

Jeff Murico will be teaching in Japan this summer for the Study Abroad program with Letters faculty member Chad Tsuyuki, and they will offer an innovative program in Eastern Religion and Creative Writing.

### Math

The MiraCosta Math Department hosted the HWY 78 Competition on Saturday, March 7, where 60 students from MiraCosta College, Palomar College, CSUSM, and local high schools participated and competed. Each year, MiraCosta students participate in the American Mathematical Association of Two-Year College's (AMATYC) annual Student Mathematics League. MiraCosta had 30 students in spring 2026.

The Math Department will host its annual Math Scholarship Award Ceremony on Friday, May 8. During this special occasion, the department will celebrate the achievements and successes of the mathematics students.

Item: XIV.E.2.

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Student Services

**Category:** College-Related Reports

**Institutional Goal  
Supported:**

**Approved for  
Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

Item: XIV.E.3.

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Administrative Services

**Category:** College-Related Reports

**Institutional Goal  
Supported:**

**Approved for  
Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President



**Item: XIV.E.4.**

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Human Resources

**Category:** College-Related Reports

**Institutional Goal Supported:**

**Approved for Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President

**Item: XIV.F.**

**MiraCosta Community College District Item Report**

**To:** Board of Trustees

**From:**

**Meeting Date:** May 14, 2026

**Subject:** Office of the President

**Category:** College-Related Reports

**Institutional Goal  
Supported:**

**Approved for  
Consideration:** Sunita V. Cooke, Ph.D., Superintendent/President