

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING

July 14, 2021

Cougar Room
(Access Through the Library Entrance)

In accordance with COVID-19 protocol masks will be required.

5:00 p.m.

29 Cougar Court
Taft, California 93268

A. Accessibility. *In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Sarah Criss at (661) 763-7711. Notification at least 48 hours prior to the meeting will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.*

B. Obtaining Public Records. *A copy of the Board packet, including documents relating to any open session item are available to members of the public on the District website and also at the District Office. Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 29 Cougar Ct., Taft, California, during normal business hours. These documents will be made available to the public at the same time that they are made available to a majority of the Board.*

C. Language Assistance. *The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call Sarah Criss at (661) 763-7711 forty-eight (48) hours in advance of the meeting so that arrangements can be made for an interpreter. El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretacion llame al (661) 763-7711 (48) horas antes de la junta, para poder hacer arreglos de interpretacion.*

D. Addressing the District Board. *The Board encourages public participation and involvement. Community members will therefore have several opportunities to address the Board. However, please respect the Board's time and the need for efficient board meetings. The Board also requests that comments be respectful and professional.*

- 1. Agenda Items.** *If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of five (5) minutes. Time limitations are at the discretion of the Board President.*
- 2. Non-Agenda Items.** *Individuals have an opportunity to address the Board during the period set aside for Public Comment on Items of General Interest on topics within the subject matter jurisdiction of the Board **not** listed on the agenda. Presentations will be limited to a maximum of five (5) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.*

E. Questions for the Board. *Individuals with questions on District issues may submit them in writing. The Board will refer such requests to the Superintendent, who will endeavor to respond to your questions after the meeting.*

F. Placing issues on the Board Agenda. *Items from the public pertaining directly to College business may be placed on the Board agenda by submitting the request in writing to the Office of the Superintendent. The proposed agenda item will be reviewed and placed, if appropriate, on the Board's agenda within a reasonable period of time. Please contact the Office of the Superintendent at (661) 763-7711 for further information.*

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION

- A. Public Employee Appointment/Employment, Government Code Section 54957
- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
- D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
- E. Conference with Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
- F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)

4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION

5. FLAG SALUTE

6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS

7. GENERAL COMMUNICATIONS

8. APPROVAL OF MINUTES – Regular Meeting Held June 9, 2021 and Special Meeting Held June 3, 2021

9. NEW BUSINESS:

Collective Bargaining – Public Hearing and Request for Approval (A-D):

- A. Second Presentation and Request for Approval – Taft College Faculty Association CTA/NEA, Reopener for FY 2021/22
- B. Second Presentation and Request for Approval – Taft College CSEA Chapter #543, Reopener for FY 2021/22
- C. Second Presentation and Request for Approval – Taft College Faculty Association CTA/NEA Reopener with WKCCD for FY 2021/22
- D. Second Presentation and Request for Approval – Taft College CSEA Chapter #543 Reopener with WKCCD for FY 2021/22
- E. Request for Approval – Resolution 2021/22-01 – Declaring a State of Emergency and Delegating Authority to the Superintendent/President to Close District Centers, Campus, and Offices, and to Otherwise Respond to the Novel Coronavirus (COVID-19)
- F. Request for Ratification – Interim Administrative Employment Agreement with Dr. Damon Bell

- G. Request for Approval – Final Project Proposal (FPP) – Taft College Vocational Center
 - H. Request for Approval – WKCCD 2023-2027 Five Year Capital Outlay Plan
 - I. First Presentation – Tentative Agreement Between Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District – Dual Enrollment Pilot Program High School Instruction
10. CONSENT AGENDA (Items A –P)
- A. Request for Approval – Declaration of Surplus Personal Property and Authorization for Sale
 - B. Request for Ratification – Strong Workforce Program and Regional Allocation Round 5 Agreement; 7/1/21 – 6/30/22; Allocation of \$413,541.00
 - C. Request for Approval – Resolution No. 2021/22-02 and Agreement with California Department of Education to Provide Services Under the Migrant Child Care Program, Contract #CMIG-1005; 7/1/21 – 6/30/22; Allocation of \$781,197.00
 - D. Request for Approval – Resolution No. 2021/22-03 and Agreement with California Department of Education to Provide Services Under the Migrant Specialized Services, Contract #CMSS-1005; 7/1/21 – 6/30/22; Allocation of \$110,580.00
 - E. Request for Approval – Resolution No. 2021/22-04 and Agreement with California Department of Education to Provide Services Under the General Child Care and Development Programs, Contract #CCTR-1057; 7/1/21 – 6/30/22; Allocation of \$3,535,022.00
 - F. Request for Approval – Off Campus Rentals for TIL Program
 - G. Request for Approval – WESTEC Cabling Project; \$69,155.00
 - H. Request for Approval – WKCCD 2021-2022 Accident Insurance Renewal for Students/Intercollegiate Athletes; 8/1/21 – 7/31/22; \$53,052.00
 - I. Request for Approval – CCCApply Process Review Project; \$25,000.00
 - J. Request for Ratification – Purchase of Taft College Centennial Logo Banners; \$26,945.49
 - K. Request for Approval – AMS.Net Annual Support Coverage Quote #Q-00053192, Cisco Network Hardware; \$16,952.27

- L. Request for Ratification – Master Service Order Form Master Licensing Agreement with UKG, Inc.; 36 Months; \$10,000.00 Implementation Fee and \$7.00 per Employee Monthly Subscription
- M. Request for Approval – Cisco Umbrella Insights Annual License Renewal; 7/26/21 – 7/25/22; \$4,212.00
- N. Request for Ratification – ChildPilot Agreement; Effective 6/2/21; \$180.00 per Month and \$200.00 Activation/Training Fee
- O. Request for Approval – SSD Alarm Burglar Alarm Monitoring Agreement for Taft College Bookstore; 6/28/21 – 6/28/26; \$99.00 Installation Fee and \$59.95 per Month
- P. Ratification of the June 2021 Vendor Check & Purchase Order Registers

11. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

12. EMPLOYMENT (Action)

- A. Academic Employment (Appendix I)
- B. Classified/Management Employment (Appendix II)
- C. Resignations/Retirements (Appendix II)

13. REPORTS:

- A. Financial Reports (For Information)
 - 1. Revenue Accounts (Account Level 1) FY 2020/21
 - 2. Expenditure Accounts (Account Level 1) FY 2020/21
 - 3. Expenditure Detail of \$10,000.00 or Greater, June 2021
 - 4. Student Organization and Special Accounts, June 2021
 - 5. Funds Deposited in County Treasury, June 2021
 - 6. Employee Travel Report – June 2021
- B. Trustee Reports
- C. Academic Senate Report
- D. Reports from Staff and Student Organizations

14. REPORT OF THE SUPERINTENDENT/PRESIDENT

15. NEXT MEETING DATE

The next regular meeting is tentatively scheduled for Wednesday, July 14, 2021, at 5:00 p.m.

16. ADJOURNMENT

Date: June 28, 2021
Submitted by: Ruby Payne, Faculty Association President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: July 14, 2021

Title of Board Item:

Presentation of the Taft College Faculty Association CTA/NEA, Reopener for FY 2021/22

Background:

This item represents the Taft College Faculty Association's reopener proposal for FY 2021/22. The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2021/22 academic year.

The Taft College Faculty Association is committed to the utilization of the Interest Based Bargaining process used by the Taft College Faculty Collective Bargaining Committee (TCFCBC) to reach an agreement.

The Reopener Proposal Letter is attached.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: 

Dr. Debra Daniels, Superintendent/President

June 2021

To: Board of Trustees
West Kern Community College District

From: Taft College Faculty Association

Subject: Re-Opener Proposal for 2021/22 Collective Bargaining Agreement

The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2021/22 academic year.

The Taft College Faculty Association is committed to the utilization of the Interest Based Bargaining process used by the Taft College Faculty Collective Bargaining Committee (TCFCBC) to reach an agreement.

Date: July 7, 2021
Submitted by: Greg Hawkins, CSEA President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Presentation of the Taft College CSEA Chapter #543, Reopener for FY 2021/22

Background:

This item represents the Taft College CSEA Chapter #543 reopener proposal for FY 2021/22. The Taft College CSEA Chapter #543 plans to open Articles 1-24 for the purpose of negotiating the collective bargaining agreement for the 2021/22 academic year.

The Taft College CSEA Chapter #543 is committed to the utilization of the Interest Based Bargaining process used by the Taft College Classified Collective Bargaining Committee (TCCCBC) to reach an agreement.

The Reopener Proposal Letter is attached.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: 
Dr. Debra Daniels, Superintendent/President

California School Employees Association
Taft College Chapter 543


Date: June 1, 2021
To: Board of Trustees
West Kern Community College
From: Greg Hawkins
Re: Successor Agreement to the 2020-2023 Collective Bargaining Agreement

Taft College California School Employees Association (CSEA), Chapter #543 is requesting negotiation of the successor agreement to the 2020-2023 Collective Bargaining Agreement.

The Association would like to address Articles 1 through 24.

Thank you for your consideration of this request. Please contact me should you have any questions.

Thank you,


Greg Hawkins (Jun 2, 2021 07:20 PDT)

Greg Hawkins
Jun 2, 2021

Date: June 28, 2021
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Second Reading and Proposed Public Hearing - Taft College Faculty Association CTA/NEA Reopener with WKCCD for FY 2021-22.

Background:

This item represents the Taft College Faculty Association's re-opener proposal for FY 2021-22. The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2021-22 academic year.

The Taft College Faculty Association is committed to the utilization of the Interest Based Bargaining process used by the Taft College Faculty Collective Bargaining Committee (TCFCBC) to reach an agreement.

Terms (if applicable):


N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: 
Dr. Debra Daniels, Superintendent/President

Date: June 28, 2021
Submitted by: Heather del Rosario Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Second Reading and Proposed Public Hearing - WKCCD Re-opener Proposal with the Taft College CSEA, Chapter #543, for FY 2021-22

Background:

The law requires that initial proposals, including re-opener proposals, be presented to the Board of Trustees in open session, and that subsequently a public hearing is held regarding the proposal in order to allow the public to comment before bargaining begins.

This item represents the District's re-opener proposal for FY 2021-22 to the Board, and announces that a public hearing has been scheduled for the July 14, 2021 Board of Trustees meeting.

Article 21 of the current agreement states that the parties may reopen any provision of this Agreement by mutual agreement.

As always, the District is committed to the utilization of the Interest Based Bargaining process to reach agreement during negotiations.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

The fiscal implications will be identified as consensus is reached over various components of the contract.

Approved: 

Dr. Debra Daniels, Superintendent/President



RESOLUTION 2021/22-01

**BOARD OF TRUSTEES
WEST KERN COMMUNITY COLLEGE DISTRICT**

Declaring a State of Emergency and Delegating Authority to the Superintendent/President to Close District Centers, Campus, and Offices, and to Otherwise Respond to the Novel Coronavirus (COVID-19)

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, it is imperative that the District implement measures to prepare for and respond to the potential further spread of COVID-19; and

WHEREAS, under Education Code Section 70902(a)(1), a governing board of a community college district “may initiate and carry on any program, activity, or may otherwise act in any manner that is not in conflict with or inconsistent with, or preempted by, any law and that is not in conflict with the purposes for which community college districts are established”; and

WHEREAS, Education Code Section 70902(d) allows governing boards to delegate this authority, except when an authority is expressly non-delegable; and

WHEREAS, federal, state, and local public health authorities have determined thresholds for college closures based on evidence of exposure, potential spread, and confirmed cases of COVID-19.

WHEREAS, that the Board determines that the circumstances surrounding the outbreak and potential further spread of COVID-19 threatens the health, safety, and welfare of District students and employees, and accordingly, the Board hereby declares a State of Emergency.

BE IT FURTHER RESOLVED, that the Board authorizes the Superintendent/President, in her discretion, to order closed, if necessary, District and College centers, campus, offices, and facilities, all or in part, to ensure the safety of the students and employees of the District.

AND BE IT FURTHER RESOLVED that the Board authorizes the Superintendent/President to take any other action that she deems necessary during this Emergency, including excluding students and employees from District and College facilities, and to keep the Board and the District community informed of all actions taken pursuant to this Resolution.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the West Kern Community College District authorizes the Superintendent/President the power to respond as necessary to the COVID-19 outbreak.

IN WITNESS of the adoption of the foregoing Resolution 2021/22-01 at a duly called regular meeting of the West Kern Community College Board of Trustees held the 14th day of July, 2021; the following members of he said Board have affixed their signatures.

BOARD OF TRUSTEES OF THE WEST KERN COMMUNITY COLLEGE DISTRICT

Dawn Cole, President

Dr. Kathy Orrin, Trustee

Emmanuel Campos, Secretary

Billy White, Trustee

Michael Long, Trustee

Dr. Debra Daniels
Superintendent/ President

BOARD AGENDA ITEM

Date: July 8, 2021

Submitted by: Dr. Debra Daniels, Superintendent/President

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification

Board Meeting Date: July 14, 2021

Title of Board Item:

Interim Administrative Employment Contract with Dr. Damon Bell

Background:

Dr. Damon Bell will serve as the Interim Vice President of Student Services.

Terms (if applicable):

N/A

Expense (if applicable):

See attached contract for details.

Fiscal Impact Including Source of Funds (if applicable):

Expenses will be paid for by District funding.

Approved: _____
Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR INTERIM ADMINISTRATIVE EMPLOYMENT
2021-22 ACADEMIC YEAR**

This Agreement for Interim Administrative Employment (“Agreement”) is made and entered into by and between the West Kern Community College District (“District”) and Damon Bell. (“Administrator”).

RECITALS

A. District desires to hire Administrator in the position of Interim Vice President of Student Services and Administrator hereby accepts such employment on the terms and conditions set forth in this Agreement.

B. Administrator represents and warrants that Administrator possesses the following degree(s) authorizing service in a California Community College and that Administrator possesses minimum qualifications for the position as established by the Board of Governors (See 5 CCR Section 53420): Doctor of Education – Educational Leadership.

C. Administrator and District acknowledge that Administrator is employed in a management position as an Interim Educational Administrator in accordance with Education Code section 87002. Accordingly, Administrator acknowledges that Administrator serves in this administrative assignment at the pleasure of the Governing Board and that Administrator does not possess a property interest in this administrative position.

D. The purpose of this Agreement is to define the terms and conditions of Administrator’s employment with the District.

AGREEMENT

1. **Recitals**. The recitals set forth above are true and accurate, and are hereby incorporated by reference as material terms of this Agreement.

2. **Term**. District hereby employs Interim Vice President of Student Services for a period beginning on July 1, 2021 and ending on June 30, 2022, unless earlier terminated in accordance with section 10, however, that this Agreement shall automatically terminate without further action on the date when a permanent Vice President of Student Services begins his/her duties.

3. **Duties**. Administrator agrees to satisfactorily perform the duties of the position as described in the relevant job description, if any, and as requested by the Superintendent/President and/or the Governing Board.

4. **Evaluation**. Administrator shall be evaluated by the Superintendent/President in the manner and in accordance with the timelines established by the Superintendent/President. District Board Policies regarding evaluation shall not

govern the Interim Vice President of Student Services' evaluation. Any failure to complete these evaluation procedures, or to complete them in a timely manner, shall not extend this Agreement or have any other impact on this Agreement.

5. **Management Hours**. Interim Vice President of Student Services shall provide forty (40) hours per work week, consistent with the daily schedule as a full-time employee under this Agreement. It is understood by Interim Vice President of Student Services and District that the demands of the position of Interim Vice President of Student Services may require more than eight (8) hours a day and/or forty (40) hours per work week. Interim Vice President of Student Services is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

6. **Compensation**. District shall provide Interim Vice President of Student Services with the salary and benefits specified below.

- a. **Salary**. Administrator shall be compensated for services rendered at a rate of \$14,634.67 per month, up to and not to exceed a maximum of \$175,616 dollars for the term of the Agreement. To comply with Section 541.600 of the FLSA Regulations, the Interim Vice President of Student Services shall be credited and paid for at least eight (8) hours of service during any week in which he renders services to the District under this Agreement. Interim Vice President of Student Services' salary shall be payable monthly, less applicable taxes and deductions.
- b. **Fringe Benefits**. Administrator shall receive the same health and welfare, benefits afforded to other management employees. These benefits shall not be considered "vested" and may be changed from time-to-time for administrators as well as all management employees.
- c. **Expense Reimbursement**. District shall reimburse Administrator for actual and necessary expenses incurred within the course and scope of Administrator's employment, including mileage expenses, so long as such expenses are consistent with this Agreement and District policy.
- d. **Temporary Housing**. District shall provide temporary housing, valued at \$1000.00 per month, for the Interim Vice President of Student Services for the term of this agreement. The value of this benefit is considered taxable and will be taxed by the District on a monthly basis through payroll.
- e. **Vacation and Sick Leave**. Administrator shall accrue vacation and sick leave in his employment as the Interim Vice President of Student Services.

- f. **Holidays.** Administrator shall be entitled to observe holidays as specified on the District's Educational, Confidential and Classified Administrator salary schedule which shall be non-duty days.

7. **Termination.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Administrator.

b. **Fourteen (14) Day Notice.** Either party may terminate this Agreement by providing the other party with at least fourteen (14) calendar days advance written notice.

c. **Non-Renewal of Agreement.** The District and Administrator acknowledge and agree that this Agreement shall expire at the end of the 2021-22 year, and that this provision constitutes notice of non-renewal of this Agreement according to Section 72411 of the Education Code. The District and Administrator expressly acknowledge and agree that this contract expires on June 30, 2022 and will not renew absent a written modification of this contract.

d. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Administrator engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Administrator solely upon written notice to Administrator and Administrator shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

8. **Tax/Retirement/STRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement.

9. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.

10. **Integration.** This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

11. **Severability.** If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

By: _____ Dated: _____
Dr. Debra S. Daniels
Superintendent/President

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school or college district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: 6-11-21

Damon A Bell
Dr. Damon Bell

Date: June 22, 2021
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval



Board Meeting Date: July 14, 2021

Title of Board Item:

Final Project Proposal (FPP) – Taft College Vocational Center

Background:

The State Chancellor's Office has requested colleges to submit updated FPP's pending potential funding. The Vocational Center project is a high priority project pending available funding sources per our Master Facilities Plan and Five Year Capital Outlay Plan. The Vocational Center Project is comprised of 22,807 assignable square feet (ASF) consisting of 20,037 ASF laboratory space, 2,037 ASF office space, and 400 ASF meeting space. The Center will provide permanent space for vocational programs as well as our current Dental Hygiene Program. The building is planned to be constructed at the current site of the existing cafeteria/veterans center/ testing facility.

Terms (if applicable):

Not applicable.

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

The total estimated budget for this project is \$25,881,568, comprised of \$1,698,056 in local funds and \$24,183,512 in state funds.

Approved: _____


Dr. Debra Daniels, Superintendent/President

Approval Page
Final Project Proposal
Budget Year 2021-22

District: West Kern Community College District

Project Location: Taft College
(College or Center)

Project: Vocational Center

The district proposes funds for inclusion in the state capital outlay budget (check items):

Preliminary Plans Working drawings Construction Equipment

District Certification

Contact Person: Richard Treece, Director of Facilities & Planning Telephone: 661.763.7768

E-Mail Address: rtreece@taftcollege.edu Fax: 661.763.7769

Approved for submission: _____ Date: _____
(Chancellor/President/Superintendent Signature)

District Board of Trustees Certification

The Governing Board of the District approves the submission of this application to the Board of Governors of the California Community Colleges and promises to fulfill the succeeding list of Project Terms and Conditions.

President of the Board of Trustees signature *date* _____
Secretary of the Board of Trustees signature *date*

Attach a copy of the Board Resolution which substantiates approval of the application and promises to fulfill the Project Terms and Conditions.

Chancellor's Office Certification

Submit proposal to:
Facilities Planning and Utilization
Chancellor's Office
California Community Colleges
1102 Q Street, 4th Floor(Ste. 6549)
Sacramento, CA 95811-6549

Reviewed by: _____

Date Completed: _____

FUSION

Cost Estimate Summary

DISTRICT West Kern Community College District			CAMPUS Taft College		
Project: Vocational Center	Date Prepared: 7/3/2021	Estimate CCI: 7120	CFIS Ref. #:		
Prepared By: Richard Treece		Estimate EPI: 3843			
	Total Cost	State Funded	District Funded		
			Supportable	Non Supportable	
2. PRELIMINARY PLANS	\$1,125,063	\$1,125,063	\$0	\$0	\$0
2 - A. Architectural Fee for Preliminary Plans	\$561,405				\$0
2 - B. Project Management Services	\$200,502				\$0
2 - C. Division of the State Architect Plan Check Fee	\$160,871				\$0
2 - D. Preliminary Test (Soils Tests & Geotechnical Report)	\$91,253				\$0
2 - E. Other Costs (Special Consultants, Printing, Legal, Etc.)	\$111,032				\$0
3. WORKING DRAWINGS	\$698,892	\$698,892	\$0	\$0	\$0
3 - A. Architectural Fee for Working Drawings	\$641,606				\$0
3 - B. Project Management Services	\$0				\$0
3 - C. Division of the State Architect Plan Check Fee	\$0				\$0
3 - D. Community Colleges Plan Check Fee	\$57,286				\$0
3 - E. Other Costs (Special Consultants, Printing, Legal, Etc.)	\$0				\$0
4. CONSTRUCTION - HARD COSTS	\$20,050,185	\$20,050,185	\$0	\$0	\$0
4 - A. Utility Service	\$1,746,386				\$0
4 - B. Site Development - Service	\$992,360				\$0
4 - C. Site Development - General	\$1,394,863				\$0
4 - D. Site Development - Other	\$91,865				\$0
4 - E. Reconstruction	\$0				\$0
4 - F. New Construction	\$15,502,199				\$0
4 - G. Board of Governor's Energy Policy Allowance	\$310,044				\$0
H. Other	\$12,469				\$0
5. CONTINGENCY	\$1,002,509	\$1,002,509	\$0	\$0	\$0
5. Contingency	\$1,002,509				\$0
6. ARCHITECTURAL AND ENGINEERING OVERSIGHT	\$401,004	\$401,004	\$0	\$0	\$0
6. Architectural and Engineering Oversight	\$401,004				\$0
7. TESTS AND INSPECTIONS	\$504,855	\$504,855	\$0	\$0	\$0
7. Tests and Inspections	\$504,855				\$0
8. CONSTRUCTION MANAGEMENT	\$401,004	\$401,004	\$0	\$0	\$0
8. Construction Management & Labor Compliance Program	\$401,004				\$0
9. TOTAL CONSTRUCTION (Items 4 through 8)	\$22,359,557	\$22,359,557	\$0	\$0	\$0
Total construction Costs	\$22,359,557				\$0
10. FURNITURE AND GROUP II EQUIPMENT	\$1,698,056	\$0	\$1,698,056	\$0	\$0
10 - A. Furniture and Group II Equipment	\$1,698,056				\$0
Total Project Costs	\$25,881,568	\$24,183,512	\$1,698,056	\$0	\$0
12. Project Data	Gross Square Feet	Assignable Square Feet	ASF:GSF Ratio	Unit Cost Per ASF	Unit Cost Per GSF
New Construction	0	22,807	0%	\$680	\$0
Reconstruction	0	0	0%	\$0	\$0
13. Anticipated Time Schedule					
Start of preliminary plans	7/15/2023	Bid advertisement for construction	4/14/2025		
Start of working drawings	1/15/2024	Award of construction contract	7/14/2025		
Completion of working drawings	9/14/2024	Bid advertisement for equipment	7/15/2026		
Complete DSA approval	3/14/2025	Complete project and activate facilities	3/15/2027		
14	State Funded	District Funded		District Funded Total	
		Supportable	Non Supportable		
Acquisition	\$0	\$0	\$0	\$0	
Preliminary Plans	\$1,125,063	\$0	\$0	\$0	
Working Drawings	\$698,892	\$0	\$0	\$0	
Construction	\$22,359,557	\$0	\$0	\$0	
Equipment	\$0	\$1,698,056	\$0	\$1,698,056	
Total Costs	\$24,183,512	\$1,698,056	\$0	\$1,698,056	
% of SS Costs	93.44%	6.56%	SS Total	\$25,881,568	
Points % Calc	93.36%	6.64%			

Report Generated: 07/03/2021

Date: June 22, 2021
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services **B**
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Request for Approval of West Kern Community College District 2023-2027 Five Year Capital Outlay Plan.

Background:

Authorization is sought to submit the 2023-2027 Capital Outlay Plan.

The governing board of each community college district is required to prepare and submit to the California Community College Chancellor's Office a plan for capital construction for a five-year period commencing with the next proposed year of funding. The Five-Year Construction Plan is an annual summary of current and proposed capital outlay projects. The plan gives the Chancellor's Office a complete picture of the capital improvement projects for the District, enabling the Chancellor's Office to make informed decisions regarding project priorities for State funding. The projects outlined in the Five-Year Construction Plan are consistent with the District's Facilities Master Plan. Please see the attached District Projects Priority Order from the Five-Year Construction Plan for your review.

Terms (if applicable):

2023 to 2027

Expense (if applicable):

Not applicable

Fiscal Impact Including Source of Funds (if applicable):

Not applicable

Approved: 

Dr. Debra Daniels, Superintendent/President

FY2023 - FY2027 FIVE YEAR CAPITAL OUTLAY PLAN
(FY2023 - 2024) FIRST YEAR FUNDING

West Kern Community College District

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed _____
 Dr. Debra S. Daniels
 (Chief Executive Officer or their designee)

Title _____ President /Superintendent

Date _____ 07/06/2021

Contact _____ Richard Treece

Telephone _____ 661-763-7768

Date Received at Chancellor's Office:

Chancellor's Office Reviewed by:

Notice of Approval

District Report for West Kern Community College District (690)

FUSION

Inventory of Land

Planning

West Kern Community College District (690)

List the address and acreage of every land unit owned by the district (Education Code 81821(e)). Please identify all locations, both on-campus and off-campus, grouped according to their "parent" institution. In the event the list is long or complicated, please substitute copies of college bulletins or other notices to the public which display similar information. The list should be current as of October the prior year.

Address	Acres
North Kern Training Center	5.4
Lerdo Highway Shafter, CA	
Taft College Campus	37
29 Cougar Court Taft, CA 93218	
Total Acreage:	42.4

Legislative Districts

Campus	Assembly	Senate	House
Taft College	34	16	21

FUSION

Instructional Delivery Load

Planning

West Kern Community College District (690)

Address

Taft College Campus

29 Cougar Court

Taft, CA 93218

Taft Correctional Institution

1500 Cadet Road

Taft, CA 93218

Welding Facility

809 Black Gold Court

Taft, CA 93218

FUSION

District Projects Priority Order (2021-2027)

Planning

West Kern Community College District (690)

No. Project		Schedule of Funds							
Campus	Source	Total Cost	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
2 Science Modernization									
Taft College									
Occupancy: 2006-07	STATE:	\$0							
Net ASF: -1,436	DISTRICT:	\$0							
3 TIL Center									
Taft College									
Occupancy: 2012-13	STATE:	\$0							
Net ASF: 14,104	DISTRICT:	\$0							
4 Student Center									
Taft College									
Occupancy: 2021-22	STATE:	\$0							
Net ASF: 0	DISTRICT:	\$17,672,260							
5 Vocational Center									
Taft College									
Occupancy: 2026-27	STATE:	\$24,183,512			Phases P,W	Phases C,E			
Net ASF: 13,588	DISTRICT:	\$1,698,056			\$1,823,955	\$22,359,557			
					\$0	\$1,698,056			
6 Institutional Support Spaces									
Taft College									
Occupancy: 2027-28	STATE:	\$0			Phases P,W	Phases C,E			
Net ASF: -11,739	DISTRICT:	\$913,809			\$46,528	\$867,281			
7 Field Sports									
Taft College									
Occupancy: 2028-29	STATE:	\$38,298,553				Phases P,W	Phases C,E		
Net ASF: 7,845	DISTRICT:	\$12,166,151				\$2,498,442	\$35,800,111		
						\$1,324,397	\$10,841,754		
8 Technology Center									
Taft College									
Occupancy: 2029-30	STATE:	\$30,270,341					Phases P,W	Phases C,E	
Net ASF: 8,812	DISTRICT:	\$537,157					\$2,209,313	\$28,061,028	
							\$0	\$537,157	
GRAND TOTALS			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	STATE:	\$92,752,406	\$0	\$0	\$1,823,955	\$22,359,557	\$2,498,442	\$38,009,424	\$28,061,028
	DISTRICT:	\$32,987,433	\$0	\$0	\$0	\$1,744,584	\$2,191,678	\$10,841,754	\$537,157

FUSION

District Capacity/Load Ratios

Planning

West Kern Community College District (690)

District Lecture Capacity/Load Ratio

No. Project	Lect ASF	WSCH	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
2 Science Modernization										
	-101	-160	2006-07							
Taft College										
3 TIL Center										
	0	0	2012-13							
Taft College										
5 Vocational Center										
	-2,553	-4,046	2026-27					22,930		
Taft College								80%		
6 Institutional Support Spaces										
	-1,598	-2,532	2027-28						20,398	
Taft College									70%	
8 Technology Center										
	1,494	2,368	2029-30							
Taft College										
Lecture Summary / Totals				2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Lecture ASF	Actual*/Projected WSCH			26,376	26,914	27,466	28,027	28,597	29,057	29,522
17,123	Cumulative Capacity			26,976	26,976	26,976	26,976	26,976	22,930	20,398
	Capacity/Load Ratio			102%	100%	98%	96%	94%	79%	69%

FUSION

District Capacity/Load Ratios

Planning

West Kern Community College District (690)

District Lab Capacity/Load Ratio

No.	Project	Lab ASF	WSCH	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
2	Science Modernization	-3,267	-1,373	2006-07							
	Taft College										
3	TIL Center	0	0	2012-13							
	Taft College										
5	Vocational Center	17,387	6,618	2026-27					10,310		
	Taft College								80%		
6	Institutional Support Spaces	-1,131	-315	2027-28						9,995	
	Taft College									77%	
8	Technology Center	10,850	4,634	2029-30							
	Taft College										
Lab Summary / Totals					2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Lab ASF	Actual*/Projected WSCH			11,830	12,072	12,319	12,571	12,827	13,033	13,241
	13,218	Cumulative Capacity			3,692	3,692	3,692	3,692	3,692	10,310	9,995
		Capacity/Load Ratio			31%	31%	30%	29%	29%	79%	75%

FUSION

District Capacity/Load Ratios

Planning

West Kern Community College District (690)

District Office Capacity/Load Ratio

No.	Project	Off ASF	FTE	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
2	Science Modernization	159	1	2006-07							
	Taft College										
3	TIL Center	3,090	15	2012-13							
	Taft College										
5	Vocational Center	1,180	7	2026-27					149		
	Taft College								72%		
6	Institutional Support Spaces	-3,169	-16	2027-28						133	
	Taft College									63%	
7	Field Sports	675	4	2028-29							137
	Taft College										65%
8	Technology Center	-2,921	-17	2029-30							
	Taft College										
Office Summary / Totals					2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Office ASF	Actual*/Projected FTE			199	201	203	206	208	210	210
	25,233	Cumulative Capacity			142	142	142	142	142	149	133
		Capacity/Load Ratio			71%	71%	70%	69%	68%	71%	63%

FUSION

District Capacity/Load Ratios

Planning

West Kern Community College District (690)

District Library Capacity/Load Ratio

No.	Project	Lib ASF	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
5 Vocational Center										
		-286	2026-27					12,049		
	Taft College							71%		
6 Institutional Support Spaces										
		-286	2027-28						11,763	
	Taft College								68%	
Library Summary / Totals				2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Library ASF	Actual*/Projected ASF		16,431	16,610	16,705	16,892	17,082	17,272	17,468
	12,335	Cumulative Capacity		12,335	12,335	12,335	12,335	12,335	12,049	11,763
		Capacity/Load Ratio		75%	74%	74%	73%	72%	70%	67%

FUSION

District Capacity/Load Ratios

Planning

West Kern Community College District (690)

District AV/TV Capacity/Load Ratio

No. Project	AV/TV ASF Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
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2 Science Modernization

73 2006-07

Taft College

AV/TV Summary / Totals		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
AV/TV ASF	Actual*/Projected ASF	8,254	8,293	8,314	8,356	8,398	8,440	8,483
96	Cumulative Capacity	169	169	169	169	169	169	169
	Capacity/Load Ratio	2%	2%	2%	2%	2%	2%	2%

FUSION

Load Distribution & Staff Forecast

Planning

West Kern Community College District (690)

District Load Distribution

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory
Actual							
2019	192	38,385	383	38,002	575	26,869	10,939
2020	194	37,622	376	37,246	564	26,147	10,910
Projected							
2021	196	38,394	384	38,010	576	26,492	11,326
2022	199	39,180	392	38,788	588	26,642	11,950
2023	201	39,979	400	39,579	600	27,186	12,194
2024	203	40,799	408	40,391	612	27,743	12,444
2025	206	41,632	416	41,216	624	28,310	12,698
2026	208	42,479	425	42,054	637	28,886	12,956
2027	210	43,162	432	42,730	647	29,350	13,164

FUSION

Load Distribution & Staff Forecast

Planning

West Kern Community College District (690)

Instructional Load by Campus

WSCH Distributed to Campuses or Other Locations

	Actual			Projected						
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Taft College	37,541	38,385	37,622	38,394	39,180	39,979	40,799	41,632	42,479	43,162
Total	37,541	38,385	37,622	38,394	39,180	39,979	40,799	41,632	42,479	43,162

FUSION

Load Distribution & Staff Forecast

Planning

**West Kern Community College District (690)
Total District Library Load**

(a)	Total Day-Graded (b)	Number of Campuses (c)	Initial ASF (3,795/Camp) (d)	First 3,000 Day Graded (3.83/DG) (e)	Between 3k - 9k (3.39/DG) (f)	Above 9,000 (2.94/DG) (g)	Total ASF (d+e+f+g)
Projected							
2021	3,285	1	3,795	11,490	966	0	16,251
2022	3,338	1	3,795	11,490	1,146	0	16,431
2023	3,391	1	3,795	11,490	1,325	0	16,610
2024	3,419	1	3,795	11,490	1,420	0	16,705
2025	3,474	1	3,795	11,490	1,607	0	16,892
2026	3,530	1	3,795	11,490	1,797	0	17,082
2027	3,586	1	3,795	11,490	1,987	0	17,272

FUSION

Load Distribution & Staff Forecast

Planning

Library Load by Campus or Location

	Projected						
	2021	2022	2023	2024	2025	2026	2027
Taft College	16,251	16,431	16,610	16,705	16,892	17,082	17,272
	100%	100%	100%	100%	100%	100%	100%
Total	16,251	16,431	16,610	16,705	16,892	17,082	17,272

FUSION

Load Distribution & Staff Forecast

Planning

West Kern Community College District (690)

Total District AV, Radio, TV Load

(a)	Total Day-Graded (b)	Number of Campuses (c)	Initial ASF (3,500/Camp) (d)	First 3,000 Day Graded (1.50/DG) (e)	Between 3k - 9k (0.75/DG) (f)	Above 9,000 (0.25/DG) (g)	Total ASF (d+e+f+g)
Projected							
2021	3,285	1	3,500	4,500	214	0	8,214
2022	3,338	1	3,500	4,500	254	0	8,254
2023	3,391	1	3,500	4,500	293	0	8,293
2024	3,419	1	3,500	4,500	314	0	8,314
2025	3,474	1	3,500	4,500	356	0	8,356
2026	3,530	1	3,500	4,500	398	0	8,398
2027	3,586	1	3,500	4,500	440	0	8,440

FUSION

Load Distribution & Staff Forecast

Planning

AV, Radio, TV Load by Campus or Location

	Projected						
	2021	2022	2023	2024	2025	2026	2027
Taft College	8,214	8,254	8,293	8,314	8,356	8,398	8,440
	100%	100%	100%	100%	100%	100%	100%
Total	8,214	8,254	8,293	8,314	8,356	8,398	8,440

Campus Reports for Taft College (691)

FUSION

Campus Capacity/Load Ratios

Planning

West Kern Community College District (690) Taft College (691)

Campus Lecture Capacity/Load Ratio

No. Project	Lect ASF	WSCH	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
2 Science Modernization										
	-101	-160	2006-07							
Taft College										
3 TIL Center										
	0	0	2012-13							
Taft College										
5 Vocational Center										
	-2,553	-4,046	2026-27					22,930		
Taft College										
								80%		
6 Institutional Support Spaces										
	-1,598	-2,532	2027-28						20,398	
Taft College										
									70%	
8 Technology Center										
	1,494	2,368	2029-30							
Taft College										
Lecture Summary / Totals				2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Lecture ASF	Actual*/Projected WSCH			26,376	26,914	27,466	28,027	28,597	29,057	29,522
17,123	Cumulative Capacity			26,976	26,976	26,976	26,976	26,976	22,930	20,398
	Capacity/Load Ratio			102%	100%	98%	96%	94%	79%	69%

FUSION

Campus Capacity/Load Ratios

Planning

West Kern Community College District (690)

Taft College (691)

Campus Lab Capacity/Load Ratio

No. Project	Lab ASF	WSCH	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
2 Science Modernization										
	-3,267	-1,373	2006-07							
Taft College										
3 TIL Center										
	0	0	2012-13							
Taft College										
5 Vocational Center										
	17,387	6,618	2026-27					10,310		
Taft College										
								80%		
6 Institutional Support Spaces										
	-1,131	-315	2027-28						9,995	
Taft College										
									77%	
8 Technology Center										
	10,850	4,634	2029-30							
Taft College										
Lab Summary / Totals				2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Lab ASF	Actual*/Projected	WSCH		11,830	12,072	12,319	12,571	12,827	13,033	13,241
13,218	Cumulative Capacity			3,692	3,692	3,692	3,692	3,692	10,310	9,995
	Capacity/Load Ratio			31%	31%	30%	29%	29%	79%	75%

FUSION

Campus Capacity/Load Ratios

Planning

West Kern Community College District (690)

Taft College (691)

Campus Office Capacity/Load Ratio

No. Project	Off ASF	FTE	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
2 Science Modernization										
	159	1	2006-07							
Taft College										
3 TIL Center										
	3,090	15	2012-13							
Taft College										
5 Vocational Center										
	1,180	7	2026-27					149		
Taft College										
								72%		
6 Institutional Support Spaces										
	-3,169	-16	2027-28						133	
Taft College										
									63%	
7 Field Sports										
	675	4	2028-29							137
Taft College										
										65%
8 Technology Center										
	-2,921	-17	2029-30							
Taft College										
Office Summary / Totals				2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Office ASF	Actual*/Projected FTE			199	201	203	206	208	210	210
25,233	Cumulative Capacity			142	142	142	142	142	149	133
	Capacity/Load Ratio			71%	71%	70%	69%	68%	71%	63%

FUSION

Campus Capacity/Load Ratios

Planning

West Kern Community College District (690)

Taft College (691)

Campus Library Capacity/Load Ratio

No. Project	Lib ASF	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
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5 Vocational Center

-286 2026-27 12,049

Taft College

71%

6 Institutional Support Spaces

-286 2027-28 11,763

Taft College

68%

Library Summary / Totals		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Library ASF	Actual*/Projected ASF	16,431	16,610	16,705	16,892	17,082	17,272	17,468
12,335	Cumulative Capacity	12,335	12,335	12,335	12,335	12,335	12,049	11,763
	Capacity/Load Ratio	75%	74%	74%	73%	72%	70%	67%

FUSION

Campus Capacity/Load Ratios

Planning

West Kern Community College District (690)

Taft College (691)

Campus AV/TV Capacity/Load Ratio

No. Project

AV/TV ASF	Occupancy	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
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2 Science Modernization

73 2006-07

Taft College

AV/TV Summary / Totals		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
AV/TV ASF	Actual*/Projected ASF	8,254	8,293	8,314	8,356	8,398	8,440	8,483
96	Cumulative Capacity	169	169	169	169	169	169	169
	Capacity/Load Ratio	2%	2%	2%	2%	2%	2%	2%

FUSION

Load Distribution & Staff Forecast

Planning

West Kern Community College District (690)

Taft College (691)

Campus Load Distribution

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory
Actual							
2019	192	38,385	383	38,002	575	26,869	10,939
2020	194	37,622	376	37,246	564	26,147	10,910
Projected							
2021	196	38,394	384	38,010	576	26,492	11,326
2022	199	39,180	392	38,788	588	26,642	11,950
2023	201	39,979	400	39,579	600	27,186	12,194
2024	203	40,799	408	40,391	612	27,743	12,444
2025	206	41,632	416	41,216	624	28,310	12,698
2026	208	42,479	425	42,054	637	28,886	12,956
2027	210	43,162	432	42,730	647	29,350	13,164

FUSION

Load Distribution & Staff Forecast

Planning

West Kern Community College District (690) Taft College (691)

FTE Instruction Staff Worksheet - Fall 2021

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	183	1	182
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	6	0	6
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2021 Totals	197	1	196

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

**West Kern Community College District (690)
Taft College (691)**

FTE Instruction Staff Worksheet - Fall 2022

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	185	1	184
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	7	0	7
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2022 Totals	200	1	199

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

**West Kern Community College District (690)
Taft College (691)**

FTE Instruction Staff Worksheet - Fall 2023

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	187	1	186
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	7	0	7
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2023 Totals	202	1	201

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

West Kern Community College District (690) Taft College (691)

FTE Instruction Staff Worksheet - Fall 2024

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	189	1	188
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	7	0	7
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2024 Totals	204	1	203

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

**West Kern Community College District (690)
Taft College (691)**

FTE Instruction Staff Worksheet - Fall 2025

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	191	1	190
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	8	0	8
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2025 Totals	207	1	206

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

**West Kern Community College District (690)
Taft College (691)**

FTE Instruction Staff Worksheet - Fall 2026

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	193	1	192
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	8	0	8
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2026 Totals	209	1	208

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalent devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

**West Kern Community College District (690)
Taft College (691)**

FTE Instruction Staff Worksheet - Fall 2027

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	195	1	194
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	8	0	8
Department Administrator	0	0	0
Librarian Include certificated director of audio/visual, et. al.	1	0	1
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	7	0	7
Projected 2027 Totals	211	1	210

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Cumulative Sum of Existing & Proposed Space (2022-2028)

Planning

**West Kern Community College District (690)
Taft College (691)**

Priority & Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530-535 (f)	P.E. 520-525 (g)	Assembly 610 & 615 (h)	Inactive 050-070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	17,123	13,218	25,233	12,335	96	16,730	3,042	14,888	80,886	183,551
5	2026	Vocational Center								
	-2,553	17,387	1,180	-286	0	0	0	-1,739	-401	13,588
	14,570	30,605	26,413	12,049	96	16,730	3,042	13,149	80,485	197,139
6	2027	Institutional Support Spaces								
	-1,598	-1,131	-3,169	-286	0	0	0	-1,739	-3,816	-11,739
	12,972	29,474	23,244	11,763	96	16,730	3,042	11,410	76,669	185,400
7	2028	Field Sports								
	0	0	675	0	0	4,281	0	0	2,889	7,845
	12,972	29,474	23,919	11,763	96	21,011	3,042	11,410	79,558	193,245
Total Existing and Proposed Space										
	12,972	29,474	23,919	11,763	96	21,011	3,042	11,410	79,558	193,245

FUSION**Capacity of Net Existing On-Campus ASF**

Planning

West Kern Community College District (690)**Taft College (691)****Classrooms, Classroom Service (Room Use Code 100s)**

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Classroom Space	17,123	63.1	27,136

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH
0109 - Horticulture	1,259	492.0	256
0201 - Architecture and Architectural Technology	863	257.0	336
0401 - Biology, General	1,703	235.0	725
0701 - Information Technology, General	850	171.0	497
0860 - Educational Technology	1,373	321.0	428
0900 - Engineering & Industrial Technologies	850	321.0	265
1001 - Fine Arts, General	2,288	257.0	890
1240 - Dental Occupations	1,277	214.0	597
1900 - Physical Sciences	2,755	257.0	1,072
Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Lab Space	13,218	261.0	5,065

Office & Office Service Areas (Room Use Code 300s)

Summary	Total Net ASF	ASF per FTE	Total Capacity FTE
Office Space	25,233	200.0	126

FUSION

Project Intent & Scope

Planning

**West Kern Community College District (690)
Taft College (691)**

District Priority & Project: **2 Science Modernization**

Project Type: Reconstruction

Total Estimated Cost: \$0

Anticipated Source(s) of Funds: State and Non-State

Type of Construction:

Seismic Retrofit:

If Existing - Age:

If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2005	2005	2005	2005	2006-07
Estimated Cost	\$0	\$0	\$0	\$0	\$0	

Explain why this project is needed:

The science facility at Taft College was constructed in 1966. There have been no modifications to this building or the programs since its original construction. The existing building is not adaptable to current technologies in its current state. The services to the science labs are in disrepair and their replacement would require major construction. The laboratories are not designed to allow for student to student learning and each of the spaces were constructed to meet a specific curriculum. The science labs also need to be designed to accommodate multiple disciplines in each space. Due to the remoteness of the campus and the demands on facility efficiency, a full-time chemistry lab would negatively impact the laboratory cap/load ratio. The science labs need to be modernized to take advantage of current teaching methodologies and future delivery methods. This alternative proposes to remodel the existing facilities and maintain the same general use of the existing building by reconstructing 9,344 asf along with minimal related site construction.

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: 2 Science Modernization

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	1,614	3,464	1,146	0	1,381	1,739	9,344
Project Secondary	-1,715	-6,731	-987	0	-1,308	-39	-10,780
Project Net ASF	-101	-3,267	159	0	73	1,700	-1,436

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	-101	63.1	-160

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	-3,267	-1,373

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	159	200.0	0.80

FUSION

Project Intent & Scope

Planning

**West Kern Community College District (690)
Taft College (691)**

District Priority & Project: **3 TIL Center**

Project Type: Equipment, New, Replacement

Total Estimated Cost: \$0

Anticipated Source(s) of Funds: State and Non-State

Type of Construction:

Seismic Retrofit:

If Existing - Age:

If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2007	2007	2007	2007	2012-13
Estimated Cost	\$0	\$0	\$0	\$0	\$0	

Explain why this project is needed:

Taft College is nationally recognized for providing Transition to Independent Living instruction to disabled students. The program has grown ad hoc over the years that his project will provide a proper instructional facility to support this important component of the College.

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: 3 TIL Center

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	3,090	0	0	11,014	14,104
Project Secondary	0	0	0	0	0	0	0
Project Net ASF	0	0	3,090	0	0	11,014	14,104

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	3,090	200.0	15.45

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: **4 Student Center**

Project Type: Equipment, New
 Total Estimated Cost: \$17,672,260
 Anticipated Source(s) of Funds: Non-State
 Type of Construction:
 Seismic Retrofit:
 If Existing - Age:
 If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2013	2014	2016	2016	2021-22
Estimated Cost	\$0	\$252,000	\$655,026	\$16,265,234	\$500,000	

Explain why this project is needed:

This project proposes to construct a new Student Union Building approximately 21,100 OGSF and associated site work to include and path of travel improvements. Several facilities (Bldg's #07, #14, #18, #19, #20, and #58) will be demolished at the site of this new facility and the existing Student Center building (#13), Food Storage (#33), Institutional Research dev (#32), and Institutional Research Off (#35) will become inactive. The I.T. Office (#10), Institutional Research dev (#32), and Institutional Research Off (#35) will all be relocated to the vacated ASO Student Center (#13).

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: 4 Student Center

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	0	0	0	0	0
Project Secondary	0	0	0	0	0	0	0
Project Net ASF	0	0	0	0	0	0	0

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	0	0.0	0.00

FUSION

Project Intent & Scope

Planning

**West Kern Community College District (690)
Taft College (691)**

District Priority & Project: **5 Vocational Center**

Project Type: Equipment, Replacement, New

Total Estimated Cost: \$25,881,568

Anticipated Source(s) of Funds: State and Non-State

Type of Construction:

Seismic Retrofit:

If Existing - Age:

If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2023	2023	2024	2024	2026-27
Estimated Cost	\$0	\$1,125,063	\$698,892	\$22,359,557	\$1,698,056	

Explain why this project is needed:

This project will provide for needed vocational space on the campus. Much of the existing vocation instruction takes place in modular buildings that are not Field Act compliant. This project provides for the removal of several modular buildings (#10 #32, #33, #35, #45, #46) and moves vocational spaces into a permanent facility; as well as bringing the Welding program onto campus..

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: 5 Vocational Center

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	20,037	2,370	0	0	400	22,807
Project Secondary	-2,553	-2,650	-1,190	-286	0	-2,540	-9,219
Project Net ASF	-2,553	17,387	1,180	-286	0	-2,140	13,588

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	-2,553	63.1	-4,046

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	17,387	6,618

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	1,180	175.0	6.74

FUSION

Project Intent & Scope

Planning

**West Kern Community College District (690)
Taft College (691)**

District Priority & Project: **6 Institutional Support Spaces**

Project Type: Reconstruction
 Total Estimated Cost: \$913,809
 Anticipated Source(s) of Funds: Non-State
 Type of Construction:
 Seismic Retrofit:
 If Existing - Age:
 If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2024	2024	2025	2025	2027-28
Estimated Cost	\$0	\$28,178	\$18,350	\$825,468	\$41,813	

Explain why this project is needed:

Re-allocation of vacated spaces to effectively increase institutional support services. This project will impact several building on campus as a result of the Vocational Center (FPP). This project will be completed in several small phases due logistics, space availability and the need to vacate spaces prior to construction (Bldg #10, #13, #32, #33, #35) of the Vocational Center. The removal of the exiting Dental buildings (#45, #46) and the re-assignment of the spaces in the ETEC building(s) (Bldg #28, #29, #30, #89) which will be vacated by the programs that were moved into the Vocational Center.

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: 6 Institutional Support Spaces

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	759	0	0	0	0	759
Project Secondary	-1,598	-1,890	-3,169	-286	0	-5,555	-12,498
Project Net ASF	-1,598	-1,131	-3,169	-286	0	-5,555	-11,739

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	-1,598	63.1	-2,532

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	-1,131	-315

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	-3,169	200.0	-15.85

FUSION

Project Intent & Scope

Planning

**West Kern Community College District (690)
Taft College (691)**

District Priority & Project: **7 Field Sports**

Project Type: Equipment, New
 Total Estimated Cost: \$50,464,704
 Anticipated Source(s) of Funds: State and Non-State
 Type of Construction:
 Seismic Retrofit:
 If Existing - Age:
 If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2025	2025	2026	2026	2028-29
Estimated Cost	\$0	\$2,266,511	\$1,556,328	\$46,493,651	\$148,214	

Explain why this project is needed:

Taft College is missing a key component of the Physical Education program which is Field Sports. There is one ad-hoc baseball field but it is of non-standard design. The instructional components of Field Sports is held in relocatable buildings that are not DSA approved. This project will construct a proper Field Sports facility that not only provides for equality but for a full program of instruction.

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690) Taft College (691)

District Priority & Project: 7 Field Sports

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	1,415	0	0	24,700	26,115
Project Secondary	0	0	-740	0	0	-17,530	-18,270
Project Net ASF	0	0	675	0	0	7,170	7,845

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	675	175.0	3.86

FUSION

Project Intent & Scope

Planning

**West Kern Community College District (690)
Taft College (691)**

District Priority & Project: **8 Technology Center**

Project Type: Equipment, New
 Total Estimated Cost: \$30,807,498
 Anticipated Source(s) of Funds: State and Non-State
 Type of Construction:
 Seismic Retrofit:
 If Existing - Age:
 If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2026	2026	2027	2027	2029-30
Estimated Cost	\$0	\$914,178	\$1,295,135	\$26,857,837	\$1,740,348	

Explain why this project is needed:

This project will increase instructional capacity of the campus, primarily in laboratory but also lecture space. There will also be relate office space. Also included is related site and utility development costs.

FUSION

Project Intent & Scope

Planning

West Kern Community College District (690)

Taft College (691)

District Priority & Project: **8 Technology Center**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	8,320	12,090	500	0	0	0	20,910
Project Secondary	-6,826	-1,240	-3,421	0	0	-611	-12,098
Project Net ASF	1,494	10,850	-2,921	0	0	-611	8,812

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	1,494	63.1	2,368

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Primary Effect			Secondary Effect		
	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	10,850	4,634

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	-2,921	175.0	-16.69

FUSION

District Projects Priority Order (2021-2027)

Planning

West Kern Community College District (690)

No. Project	Campus	Source	Total Cost	Schedule of Funds						
				2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
2 Science Modernization										
Taft College										
Occupancy: 2006-07		STATE:	\$0							
Net ASF: -1,436		DISTRICT:	\$0							
3 TIL Center										
Taft College										
Occupancy: 2012-13		STATE:	\$0							
Net ASF: 14,104		DISTRICT:	\$0							
4 Student Center										
Taft College										
Occupancy: 2021-22		STATE:	\$0							
Net ASF: 0		DISTRICT:	\$17,672,260							
5 Vocational Center										
Taft College										
Occupancy: 2026-27		STATE:	\$24,183,512			Phases P,W \$1,823,955	Phases C,E \$22,359,557			
Net ASF: 13,588		DISTRICT:	\$1,698,056			\$0	\$1,698,056			
6 Institutional Support Spaces										
Taft College										
Occupancy: 2027-28		STATE:	\$0			Phases P,W \$0	Phases C,E \$0			
Net ASF: -11,739		DISTRICT:	\$913,809			\$46,528	\$867,281			
7 Field Sports										
Taft College										
Occupancy: 2028-29		STATE:	\$38,298,553			Phases P,W \$2,498,442	Phases C,E \$35,800,111			
Net ASF: 7,845		DISTRICT:	\$12,166,151			\$1,324,397	\$10,841,754			
8 Technology Center										
Taft College										
Occupancy: 2029-30		STATE:	\$30,270,341			Phases P,W \$2,209,313	Phases C,E \$28,061,028			
Net ASF: 8,812		DISTRICT:	\$537,157			\$0	\$537,157			
GRAND TOTALS				2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
		STATE:	\$92,752,406	\$0	\$0	\$1,823,955	\$22,359,557	\$2,498,442	\$38,009,424	\$28,061,028
		DISTRICT:	\$32,987,433	\$0	\$0	\$0	\$1,744,584	\$2,191,678	\$10,841,754	\$537,157

Date: June 22, 2021
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: July 14, 2021

Title of Board Item:

First Presentation: Dual Enrollment Pilot Program High School Instruction

Background:

As part of the continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus on the details of instruction within the Dual Enrollment Program with Taft Union High School in the event that Taft College instructors are needed to teach a Dual Enrollment course on the Taft Union High School campus.

Terms (if applicable):

Agreement would become effective after ratification by the TCFA/CTA/NEA and once approved by the WKCCD Board of Trustees.

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 
Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
Taft College Faculty Association (TCFA/CTA/NEA)
And
West Kern Community College District

DUAL ENROLLMENT PILOT PROGRAM H.S. INSTRUCTION

This Tentative Agreement (“Agreement”) is made by and between the Taft College Faculty Association (“TCFA/CTA/NEA”) and the West Kern Community College District (“District”) (collectively referenced as the “parties”) for the 21-22 academic year and can be renewed annually with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus on the details of instruction within the Dual Enrollment Program.

Now, therefore, TCFA/CTA/NEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. Instructors who teach classes for Taft College (TC) in the Taft Union High School (TUHS) facility may be adjunct instructors, or full-time instructors.
3. Instructors will not be mandated or compelled to accept a teaching assignment at TUHS; this assignment is voluntary.
4. Instructors will meet the Course Outline of Record (COR) for the TC course taught at TUHS.
5. Hours related to DE course that fall outside of the TC academic calendar required due to TUHS schedules will be compensated at the adjunct rate.
6. Dual Enrollment assignments will count towards Taft College’s 67% unit load if assigned to an adjunct instructor.
7. Except as set forth in this Agreement, as with all TC courses all other terms and conditions of the CBA shall remain unchanged, including evaluation procedures. Similarly, all board policies will be followed, and all federal regulations, including FERPA, will be maintained.
8. Faculty members will be held harmless for any inadvertent violation of this agreement.
9. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District’s Governing Board.

Dawn Cole, President
Board of Trustees
West Kern Community College District

Ruby Payne, President
Taft College Faculty Association/CTA/NEA

Dated: August _____, 2021

Dated: August _____, 2021

Board Approval:
First Presentation: July 14, 2021
Second Presentation/Approval: August 11, 2021

Date: July 6, 2021
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval



Board Meeting Date: July 14, 2021

Title of Board Item:

Request for Approval – Declaration of Surplus Personal Property and Authorization for Sale

Background:

Board Policy 6550 allows for the Board of Trustees to declare as surplus such personal property of the District as is no longer useful for District purposes and to establish a procedure for disposing of such property in accordance with applicable law. Administrative Procedure 6550 provides that any District personal property authorized for sale as surplus may be disposed of by way of a public auction conducted by employees of the District. Such property is to be sold or transferred to the highest responsible bidder upon completion of the auction and after payment has been received by the District.

The items on the attached list are no longer useful for District purposes. It is my recommendation that the Board declare the items on the attached list as surplus personal property and authorize their sale in accordance with AP 6550 at a public auction conducted by employees of the District.

Terms (if applicable):

None.

Expense (if applicable):

None.

Fiscal Impact Including Source of Funds (if applicable):

The sale of surplus personal property would result in revenues to be used for capital outlay or deferred maintenance in accordance with AP 6550.

Approved: 

Dr. Debra Daniels, Superintendent/President

TC SURPLUS 2021 Lot # 001 - 066

Lot#	Qty	Description
LOT#21-001	2	Small Book Shelves
	1	2-Drawer Lateral Rolling Bookshelf
LOT#21-002		3-Drawer Lateral Cabinet with Shelf
LOT#21-003	1	Small 3-Drawer Lateral Cabinet with Shelf
	1	3-Drawer Lateral
	1	Rolling Chair
LOT#21-004	1	Library Book Shelves
LOT#21-005	1	Library Book Shelves
LOT#21-006	1	Double Pedestal L-shaped Desk
LOT#21-007	2	Blueprint Filing Cabinets
LOT#21-008	1	Office Chair
	1	L-Shaped Desk
LOT#21-009	1	Magazine Holder
	2	Rolling Chairs
	1	Cabinet with Shelf
LOT#21-010		Desk Set with Hutch
LOT#21-011	1	Parts bin (Circular)
LOT#21-012	1	Plastic Computer Desk with Back
LOT#21-013	2	Chairs
	1	3-Drawer Lateral Cabinet
	1	Wooden Stool
	1	Wooden Shelf
LOT#21-014	10	Cooling Units
LOT#21-015	1	Epoxy Work Table (54 in x 30 in)
LOT#21-016	1	Epoxy Work Table (54 in x 21 in)
LOT#21-017	1	Epoxy Work Table (7 ft x 21 in)
LOT#21-018	15	Vacuums
LOT#21-019	7	Rolling Stools
LOT#21-020	6	Rolling Stools
LOT#21-021	1	Gray Stool
	1	Small Table
LOT#21-022	1	Brown Rolling Desk Chair
	4	Black Reception Chairs
LOT#21-023	3	Misc. Reception Chairs
	1	Dorm Chair
LOT#21-024	1	Portable Café Station
LOT#21-025	2	Wall Magazine Holders
	1	Round Table
LOT#21-026	5	Cream Color Wall Shelves
LOT#21-027	7	Sinks
LOT#21-028	5	Blue Chairs
LOT#21-029	6	Blue Chairs
LOT#21-030	5	Blue Chairs
LOT#21-031	6	Blue Chairs
LOT#21-032	6	3 Trapezoid Tables
LOT#21-033	2	Black Shelves
LOT#21-034	2	Silver Shelves

LOT#21-035	4	Small Rectangular Tables
LOT#21-036	2 1	Large Rectangular Tables Medium Rectangular Table
LOT#21-037	1	Small Money Desk
LOT#21-038	10	Misc. Chairs
LOT#21-039	3	Red Waiting Room Chairs w/Table
LOT#21-040	1 6	Conference Table Rolling Chairs
LOT#21-041	1	Conference Table
LOT#21-042	1 1	Medium Rolling Table 4-Drawer Filing Cabinet
LOT#21-043	1	Large Computer Desk
LOT#21-044	5	Slender Workshop Cabinets
LOT#21-045	2 1	5-Drawer Filing Cabinet 1-Drawer Rolling File Cabinet with Lift Top Drawer
LOT#21-046	1	Library Book Shelf
LOT#21-047	4	Misc. Chairs
LOT#21-048	1 1 1	Food Warmer Food Holder Cooler Rolling Deli Cart
LOT#21-049	1 1	Small Table Globe w/Table
LOT#21-050	4	Welding Machines
LOT#21-051	2	4-Drawer Lateral Filing Cabinet
LOT#21-052	1	Rolling Cooler
LOT#21-053	1	Library Book Shelf
LOT#21-054	1 1	Single-Tier Desk Table
LOT#21-055	1	Adjustable Computer Desk
LOT#21-056	1	2-Station Art Table
LOT#21-057	1	Computer Desk
LOT#21-058	1 1	Desk Hutch 2-Door Cabinet
LOT#21-059	1	Library Shelf
LOT#21-060	1 1	Easel Rolling Clothes Rack
LOT#21-061	2	Tables w/Cabinets
LOT#21-062	1	Large Book Shelf
LOT#21-063	1	Pre-Wired Computer Station
LOT#21-064	1 1	Metal Book Shelf Metal Work Station w/Chair
LOT#21-065	23	Thermostat Control Panels
LOT#21-066	9	Blue Chairs

Date: June 30, 2021
Submitted by: Jessica Grimes
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: July 14, 2021

Title of Board Item:
Strong Workforce Program Regional Allocation Round 5 Agreement

Background:
The West Kern Community College District (WKCCD) is one of 16 colleges in the Central Mother Lode Regional Consortium where State Center Community College District (SCCCD) oversees the regional allocation for the Strong Workforce Program.

The Strong Workforce Program Agreement provides the terms by which WKCCD can invoice SCCC for the total allocation amount of \$413,541 for the duration of the grant.

Terms (if applicable):
July 1, 2021 – June 30, 2022

Expense (if applicable):

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President

AGREEMENT

Strong Work Force Regional Program Funds

**CENTRAL/MOTHER LODE REGIONAL CONSORTIUM
BETWEEN
STATE CENTER COMMUNITY COLLEGE DISTRICT
and
WEST KERN COMMUNITY COLLEGE DISTRICT**

JULY 1, 2020-June 30, 2022

RECITALS

WHEREAS, the Strong Workforce Program (SWP) was initiated with the 2020-2021 state budget to improve the quality and increase the quantity of career technical education (CTE) provided by California community colleges for uses outlined in the budget language; AND

WHEREAS, additional funds have been appropriated for the SWP; AND

WHEREAS, the goals of the SWP include: providing career pathways that prepare underemployed students with pathways to employment and livable wages; and meeting increased demand for middle skills workforce with industry-valued credentials; and closing equity gaps in program access, completion, job placement, and earnings of underserved demographic groups; AND

WHEREAS, the SWP legislation established performance accountability measures which shall "to the extent possible, align with the performance accountability measures of the federal Workforce Innovation and Opportunity Act (Public Law 113-128); outcome measures shall include, to the extent possible, demographic data, to allow policymakers and the general public to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups" AND

WHEREAS, the California Community College Chancellors Office (CCCCO) has approved allocation of the funds per region according to a formula that factors in the total number of full-time equivalent students in career technical education programs, regional job openings and the regional unemployment rate (Exhibit B);

WHEREAS, 40% (Regional Share) of the SWP funds were allocated directly to the regions for the purpose of funding regionally prioritized projects and programs that meet the needs of local and regional economies, as identified in regional plans and Workforce Innovation and Opportunity Act (Public Law 113-128) regional plans [Ed Code 88824 (c)(2)] (Exhibit C); and the CCCCCO directed, in consultation with community colleges within each region, to designate either the district now serving as the Fiscal Agent for the Regional Consortia or an alternative district to serve as the Fiscal Agent for these Regional Share funds; and the Fiscal Agent shall be allotted two percent of the 15% regional set-aside for direct administrative costs; AND

WHEREAS, the total SWP Regional Share allocation to the Central/Mother Lode Region equals \$12,113,250 (see Exhibit C). The State Center Community College District is currently the Fiscal Agent for the Central/Mother Lode Regional Consortium (Region C) and, in consultation with all colleges/districts in the region, has been designated a Fiscal Agent for Region C for the SWP Regional Funds (Exhibit D). The districts/colleges in Region C consist of: San Joaquin Delta Community College District (San Joaquin Delta College); Yosemite Community College District (Modesto Junior College and Columbia College); Merced Community College District (Merced College); Sequoias Community College District (College of the Sequoias); West Hills Community College District (West Hills College Lemoore and West Hills College Coalinga); Kern Community College District (Porterville College, Bakersfield College and Cerro Coso College); West Kern Community College District (Taft College); and SCCCCD (Clovis Community College, Fresno City College, Reedley College and Madera Community College); AND

WHEREAS, all districts party to this agreement are entering into an agreement for their proportionate share of the region's allocation of SWP Regional funding; per the allocation agreement ratified by the CEOs of all colleges/districts in the region in Exhibit E; and all districts/colleges in the region will be allocated their a portion of the 40 percent of the

SWP Regional Fund according to Exhibit E for regional projects in alignment with SWP legislation AND approved by both the Steering Committee and the CEOs of all colleges/districts in the region; AND

WHEREAS, the State Center Community College District agrees to fulfill all requirements of the Fiscal Agent for SWP Regional Funds as delineated in Exhibits F.

THEREFORE: This Agreement ("Agreement") is between State Center Community College District ("District"), a California Community College District and political subdivision of the State of California, and West Kern Community College District ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party." In consideration of these mutual needs, the Parties agree as follows:

AGREEMENT:

I. A. District: State Center Community College District

B. Contractor: West Kern Community College District

C. Scope of Work: Guidance for the Strong Workforce Regional Program are attached hereto as Exhibits A-F: These following exhibits are incorporated into and made part of this Agreement.

EXHIBIT A – Strong Workforce Program Guidance and metrics per Chancellor’s Office Memorandum Date August 4, 2020

EXHIBIT B – Chancellor’s Office Memorandum Dated September 14, 2016: Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment (Local and Regional Share)

EXHIBIT C – Chancellor’s Office Memorandum Dated August 4, 2020: Strong Workforce Program College and Regional Allocations for 2020-21

EXHIBIT D - Chancellor’s Office Memorandum Dated October 20, 2020: Regional Fiscal Agent Notification

EXHIBIT E – Central/Mother Lode Regional Consortium Strong Workforce Program – Regional Share (40%) Allocations

EXHIBIT F – Chancellor’s Office Memorandum Dated August 25, 2016: Regional Share Fiscal Agent Roles and Responsibility

II. **TERM OF AGREEMENT.**

Effective Date of Agreement: **July 1, 2020**

Expiration Date of Agreement: **June 30, 2022**

III. **RULES FOR FUNDING**

District shall identify a Project Director who will be tasked with the following:

- A. Provide a single-point of contact to act as an embedded member of the Regional Consortium (RC) Team to account for financial operation and control associated with the Regional Share and to interface with the Regional Consortium colleges/districts to ensure proper vetting of applications and that each application ensures the following:
 - 1. Proposed expenditures are allowable under the terms of the Agreement, criteria and requirements as stipulated in the Strong Workforce legislation and SWP guidelines,
 - 2. Proposed expenditures are properly classified,
 - 3. All budget calculations are correct.
- B. Setting a timeline for submission of online applications,
- C. Setting a timeline for disbursing funds that provides sufficient time for District to exercise due diligence in review of the applications and provides sub-contractors with sufficient time to execute their work plans and

budgets, and issuing funds to recipient colleges upon certification of application,

- D. Determining the documentation required to ensure funds are properly accounted and determining where this documentation will be maintained,
- E. Developing systems for tracking each contract or sub-grant and sharing the status with Regional Consortia and the Chancellor's Office grant monitors.
- F. Maintaining communications and the Regional Consortium website for transparent sharing of information.
- G. Receiving and reviewing claims for funds from Contractor and issuing payments as well as verifying that payments have been received,
- H. Receiving and verifying quarterly and final reports and reporting to Chancellor's Office as required.

IV. **PARTICIPATION AGREEMENT PAYMENTS AND INVOICING.**

- A. Allocations from District to Contractor will be utilized in accordance with the terms and conditions of this Agreement and as vetted by the Regional Consortium and adhering to allocation articulated in Exhibit C. These funds are subject to reduction by the District should the District experience a reduction in funding from the Chancellor's Office. District reserves the right to adjust the scope of work and funding accordingly and decisions will be made transparent to the Contractors.
- B. In consideration of the performance by Contractor, District shall make payments to Contractor of up to **\$413,541** which totals the Regional SWP Share allocated to West Kern Community College District, to be paid no more frequently than monthly. These payments will be made after the submission of a detailed invoice, within 30 days. These invoices shall be sent to the Project Director as listed in the Participation Agreement, or such people designated by him/her.
- C. District must receive final invoices within 30 days of signing the agreement.

- V. **REPORTING.** Contractor shall prepare and submit to District Project Director/manager program narratives, listing the deliverables as specified in its Local Share application, and expenditures for all required quarterly and final reports no later than one week prior to reporting date(s) specified by the Chancellor's Office.

VI. **SUBCONTRACTS.**

- A. In any event, if the Contractor wishes to enter into an additional subcontract agreement for performance of any part of the activities listed in the Contractor's Application and this Agreement, Contractor shall disclose the intended purpose of the activities and amount of additional subcontracting and identify the proposed additional subcontractor. The Contractor as listed in this Participation Agreement shall be responsible to pay the additional subcontract and submit all supporting documentation to the District Project Director/manager.
- B. Contractor agrees to be as fully responsible to the District for the acts and omissions of its additional subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directing employed by the Contractor. Contractor's obligation to pay its additional subcontractors is independent from the obligation by the District to make payments to the Contractor. As a result, the District shall have no obligation to pay or enforce the payment of any moneys to any additional subcontractor.

VII. **RECORDS/AUDITS.**

- A. **Records.** Contractors must maintain records regarding the use of Participation Allocation, progress made towards objectives/performance, and placement and use of equipment purchased, for a period of three (3) years after the ending date of this agreement.
- B. **Audit.** Contractors agree that the District, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractors agree to maintain such records for possible audit for a minimum of three (3)

years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Contractors agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractors agree to include a similar right of the District, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

- C. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later;
- D. All records must be retained throughout the project. The three (3) year period of retention starts on June 30, 2022.

VIII. **NOTICES.**

Any Party may give notice to the other Party by sending certified mail properly addressed, postage fully prepaid to the other Party's address as specified below. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed twenty-four (24) hours for each such intervening day.

District: State Center Community College District
Attn: Janice Offenbach, Project Director
Address: 390 W. Fir Avenue, Building A Suite 204E
City, State, Zip: Clovis, CA 93611
Telephone: 559-324-6444
email: janice.offenbach@reedleycollege.edu

District: West Kern Community College District
Attn: X
Address: X
City, State, Zip: X
Telephone: X
Email: X

- A. All notices or demands to be given under this Agreement should be directed to the address and person listed in this Section VIII.
- B. Contractor will inform the District of all personnel changes.

IX. **TERMINATION.**

- A. Without Cause. A Party may suspend or terminate this Agreement upon thirty (30) days advance written notice to the other Party prior to the requested termination date. Termination of this Agreement, however, will not invalidate commitments or obligations entered into on a Participation Agreement prior to the date of termination that cannot be cancelled.
- B. With Cause. Each Party may terminate this Agreement upon the other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least 30 days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period, and if the

breaching Party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the Parties. Termination of this Agreement, however, will not invalidate commitments or obligations entered into on a Participation Agreement prior to the date of termination that cannot be cancelled.

- X. **UNENFORCEABLE PROVISION.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.
- XI. **DISPUTES.** All claims, disputes, and other matters in question between the District and Contractors arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit. Should it be necessary for a Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to Contractor, or otherwise, Contractor agrees that it will not directly or indirectly stop or delay the work directed by District, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.
- XII. **INDEMNIFICATION.** Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. The total liability of the State Center Community College District under this agreement shall not exceed the total amount of money Distributed to Contractor under the current term of this Agreement as of the time the dispute, claim, suit, cost, or expense arises.
- XIII. **INSURANCE.** Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
- Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.
- XIV. **FEDERAL, STATE, AND LOCAL TAXES.** Except as may be otherwise provided in this Agreement, the Contractor price includes all applicable Federal, State, and local taxes and duties.

XV. **LAW.** It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Agreement shall be in Fresno, California.

XVI. **INDEPENDENT CONTRACTOR.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due.

XVII. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

- A. By executing this contractual instrument, Contractors agree to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- B. By executing this contractual instrument, Contractors certify to the best of their knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B.(2) above, of this certification;
 4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.

XVIII. **GENERAL TERMS**

- A. This Agreement represents the entire agreement between the parties concerning the subjects addressed in this Agreement and supersedes all other verbal or written agreements between the parties concerning the same subjects.
- B. This Agreement may be amended only in writing upon written agreement of the parties.
- C. If any term or provision of this Agreement is unenforceable, the rest of the terms and provisions of the Agreement shall remain in full force and effect.
- D. The District's waiver of or decision not to enforce any term or provision of this Agreement shall not be construed as a continuing wavier regarding that term or provision, or a wavier of any other term or provision.
- E. The parties will comply with all applicable laws regarding the execution of this Agreement and the operation of activities funded under this Agreement, including but not limited to all federal and state nondiscrimination and anti-discrimination laws, and where applicable 29 U.S.C. § 3101 et seq.

IN WITNESS WHEREOF, all Parties agree.

STATE CENTER COMMUNITY COLLEGE DISTRICT

BY: *CJ Sullivan*

Authorized Representative

Print

Name Cheryl Sullivan

Print

Title Vice Chancellor

Date Jun 30, 2021

Board Meeting
Date of Approval

WEST KERN COMMUNITY COLLEGE DISTRICT

BY: _____

Authorized Representative

Print

Name _____

Print Title: _____

Date



MEMORANDUM

August 4, 2020

20-015 | Via Email

TO: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Chief Business Officers
Regional Consortia Chairs

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

CC: Eloy Oakley, Chancellor
Daisy Gonzales, Deputy Chancellor
Sandra Sanchez, Assistant Vice Chancellor
Alejandro Sandoval, Associate Program Manager
CCCCO Staff

RE: Updates to 20-21 Strong Workforce Program

Dear Strong Workforce Program Colleagues,

The importance of the Strong Workforce Program to the state is clear with the preservation of FY 20-21 funding in the budget process. There is high expectation for these funds to support the economic recovery of the State by putting people back to work. Increased efforts to focus on student outcomes and impact with SWP funds in our local and regional economies, and for our system to make targeted investments in achieving the intended student outcomes and impact is even greater.

The Chancellor’s Office is responsible for implementation of performance accountability outcome measures for the program. FY 20-21 is the first year of a new four-year cycle for the Strong Workforce Program. With field input and prior year outcomes, modifications are being made to the program beginning with FY 20-21, designed to improve overall program outcomes. These changes are as follows:

1. Prior guidance on First In First Out Accounting for expenditure of Strong Workforce Program Investments will be discontinued and will no longer apply. Accounting of each funding cycle must be maintained and reported separately.
2. Beginning with the 20-21 Allocation the Strong Workforce Program allocation dollars must be expended within an 24-month period.

3. Beginning with Allocation Year 20-21 and going forward for this four-year cycle, all expenditures must be entered in NOVA by allocation year and project funding must be tied to an allocation year. The Chancellor's Office NOVA system will be updated by November 1, 2020 to allow colleges to enter their projects and expenditures by allocation year.
4. Please note that new Local and Regional Applications must be submitted into the NOVA system no later than December 30, 2020.
5. For the 2020-21 Allocation, colleges have until **June 30, 2022**. These funds will expire and no extensions will be granted.
6. Starting in FY 19-20, colleges that have utilized SWP funds, to offer certificates or degrees related to allied health professionals should prepare to meet the legislative reporting requirements under EC§ 88826.5
7. For Allocation Year 20-21, the Local 60% Share and Regional 40% Share will continue to be calculated based on the following criteria:
 - 1/3rd CTE full-time equivalent students
 - 1/3rd Unemployment Rate
 - 1/6th Job openings
 - 1/6th Strong Workforce outcomes
8. To ensure SWP funds are being fully invested to achieve student success and outcomes, and in closing employment gaps, colleges may not have more than two funding cycles active at any one time.

New Trailer Bill Language for Strong Workforce Program

Due to the economic crisis from Covid-19, additional flexibility has been included in the budget for the Strong Workforce Program beginning with FY 20-21. Colleges are encouraged to utilize SWP funds to provide short term workforce training (including not-for-credit offerings) to return individuals to employment expeditiously.

Section 88821(g) of the Education Code is amended to read:

(g) Community college districts are encouraged to expedite the development of targeted credit or noncredit short-term workforce training programs, in accordance with all of the following:

- (1) Short-term workforce training programs that focus on economic recovery and result in job placement.*
- (2) Short-term workforce training programs that focus on the reskilling and upskilling of individuals.*

- (3) (A) *Short-term workforce training programs that have at least one proven employer partner, demonstrate job vacancies, and submit verification to the chancellor's office.*
- (B) *For purposes of subparagraph (A), verification includes the projected number of individuals served, completion rates, and job placement rates.*
- (4) *It is the intent of the Legislature that, where possible, short-term noncredit workforce training programs should be utilized to be responsive to the workforce training needs of employers, with the ability to transition to credit or noncredit courses and programs upon successful completion of a program established pursuant to this subdivision. Colleges are encouraged to develop workforce training that utilizes competency-based approaches, and applies credit for prior learning where possible.*

Please note that subsidization of existing career education contract education or community education with SWP funds are not allowed. However, SWP funds may be used to support any not-for-credit activities that meet the requirements of *Section 88821(g) (1) to (4) as stated above.*

Additionally, use of SWP funds to pay student internships or subsidize any on-the-job-training is also not allowed.

Lastly, we would like to remind colleges that funds appropriated to community college districts for local or regional share investment **shall supplement, not supplant**, existing funding of community college career technical education programs as specified in EC§88824(e).

WEDD Webinars

The Chancellor's Office will be holding a webinar on August 26th, 2020 from 9 a.m. to 10 a.m. to discuss these new changes to the Strong Workforce Program. If you would like to attend the webinar, please register on the California Community Colleges Strong Workforce Program web site.

If you have any additional questions, please email them to strongworkforcehelpdesk@cccco.edu

EXHIBIT B – Chancellor's Office Memorandum Dated September 14, 2016: Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment (Local and Regional Share)

STATE OF CALIFORNIA

ERIK SKINNER, ACTING CHANCELLOR

CALIFORNIA COMMUNITY
COLLEGES
CHANCELLOR'S OFFICE

1102 Q STREET, SUITE 4554
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



DATE: September 14, 2016

TO: Chief Executive Officers
Regional Consortia Chairs

FROM: Matthew Roberts Ed.D., Dean
Workforce and Economic Development Division
CC: Van Ton-Quinlivan, Vice Chancellor
Workforce and Economic Development Division

SUBJECT: Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment (Local and Regional Share) – Revision 09-14-2016

Synopsis: Guided by Strong Workforce Program legislation, the intent of the funding introduces outcome/performance based variables for success. It is therefore the intent of the California Community College Chancellor's Office (CCCCO) to allow for maximum flexibility in the use of the funds as long as the intent meets the requirements of Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines, follows a reasonable standard, does not supplant and does not include expenditures that would not survive the "front-page of the newspaper" test.

The attachment is a guideline to the funding requirements listed above for local 60% and regional 40% shares of this investment. Additional technical assistance documents that are designed to inform in the development of these investments can be found at:

<http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

Contact: If you have any questions, please contact Matthew Roberts at (916) 445-7690 or mroberts@ccco.edu.

cc: Administrators of Occupational Education
WED Leadership & Staff
Mario Rodriguez

Guidelines, Definitions and Reasonable Standards for Strong

Workforce Funding Investment

(Local and Regional Share)

Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. *[EC§88824(e)]*
- **Funding CTE Only:** Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. *[EC§88824(d)(5)(A-C)]*
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. *[EC§88821(4)(d)]*
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.
- **Non-Allowable Activities:**
 - Entertainment* – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
 - Alcoholic Beverages* – Costs of alcoholic beverages are unallowable.
 - Contingency* (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

Goods and Services for Personal Use – Cost of goods and services for Personal use is unallowable.

Lobbying – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

Contributions or Donations – Cash or property contributions or donations are unallowable.

Fund Raising and Investment Costs – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Indirect Cost Rates Allowed

Allocation	Indirect Cost Rate (Total Direct Costs)
<i>60% Local Share</i>	4%
<i>40% Regional Share</i>	No Indirect Allowed

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at:

<http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

Recipients of Local or Regional Share Funding Shall	Plans for Local or Regional Share Funding Shall Address
Be a member of a consortium [EC§88824(d)(1)] (Career Technical Education Regional Consortium," or "consortium," means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor's office for the purpose of coordination and joint planning within regions, as defined in subdivision [EC88822§(c)])	Increasing the number of student in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. [EC§88824(d)(5)(A)]

<p>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017 [EC§88824 (d)(2)], for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Increasing the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)]</p>
<p>Collaborate: [EC§88821(a-e)] All Community College Districts participating in local or regional investments are required to follow collaboration requirements as specified in these sections.</p>	<p>Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.cccco.edu/portals/6/docs/sw/201611%20Workforce_Task_Force_Implementation%20Recommendations%20Version%201.pdf</p>
<p>LMI Data: [EC§88824(d)(4)] Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Local Investment Shall: Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> <input type="checkbox"/> Identify geography and occupations targeted <input type="checkbox"/> Identify demand and supply and gap Cite source of Labor Market Information

<p>Local Investment Planning Efforts: [EC§88823(f)] Community College Districts participating in a consortium shall utilize their region's plan to inform local campus planning efforts to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.</p>	<p>Regional Investment Shall -- [EC 88823(b)(3-7)] review for the following:</p> <ul style="list-style-type: none"> Investments by Sector Summary of Local Share Labor Market Information Regional/Sub Regional with Living Wage Occupations Supply & Demand Table Other Establish Questions & Agenda for Collaborative Regional Planning Are priority and emergent sectors for the region still the same? What more must be done for students to move through the region's career pathways in the sectors? How will job placement, internships, and regional industry engagement be coordinated? How can industry inform and co-invest in CTE?
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<p>Certifications: [EC§88824(d)(5)(A-C)]Community College Districts will certify that the use of funds will meet the intent of the program to accomplish all of the following:</p> <p>(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.</p> <p>(B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes.</p> <p>(C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning.</p>	<p>Regional Share Plan [EC §88823 (h)]</p> <p>Each region’s plan shall be for the primary purpose of informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region’s plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.</p>
<p>Regional Share Consortium Shall:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [EC§88824(c)(1) & §88823(b)(1)] each consortium shall select a CCD to be fiscal agent. <input type="checkbox"/> [EC§88824(f)] a consortium shall allocate funds only to CCDs. <input type="checkbox"/> [EC§88823(b)(2)] a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium. 	

EXHIBIT C – Chancellor's Office Memorandum Dated August 4, 2020: Strong Workforce
Program College and Regional Allocations for 2020-21



California
Community
Colleges

MEMORANDUM

August 4, 2020

Memo 20-016 | Via Email

TO: Chief Executive Officers
Chief Executive Instructional Officers
Chief Business Officers
Chief Student Services Officers
Regional Consortia Chairs

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

CC: Sandra Sanchez, Associate Vice Chancellor
Alejandro Sandoval, Associate Program Manager
CCCCO Staff

RE: 20-21 Strong Workforce Program Allocation Base Funding

Dear Colleagues,

This memo is to provide the field with the 20-21 Strong Workforce Program Base allocations.

Please see Appendix A for the 20-21 Allocation Dollars for the Local Share and Appendix B for the revised 20-21 Allocation Dollars for the Regional Share.

Please note that the 20-21 17% Allocation amounts will be released on November 1, 2020.

If you have any additional questions, please email us at strongworkforcehelpdesk@cccco.edu

Appendix A:



District	District Allocation	District	District Allocation	District	District Allocation	District	District Allocation	District	District Allocation
Allan Hancock	\$1,073,757	Foothill-DeAnza	\$1,839,694	Monterey Peninsula	\$625,944	San Francisco	\$2,177,861	State Center	\$4,290,256
Antelope Valley	\$1,608,273	Gavilan	\$590,374	Mt. San Antonio	\$1,924,391	San Joaquin Delta	\$2,309,360	Ventura County	\$2,813,773
Barstow	\$178,874	Glendale	\$691,447	Mt. San Jacinto	\$1,826,405	San Jose-Evergreen	\$2,026,629	Victor Valley	\$1,070,178
Butte-Glenn	\$2,536,722	Grossmont-Cuyamaca	\$1,361,238	Napa Valley	\$427,918	San Luis Obispo County	\$941,660	West Hills	\$537,231
Cabrillo	\$1,008,418	Hartnell	\$1,084,139	North Orange County	\$3,190,349	San Mateo County	\$2,024,237	West Kern	\$182,917
Cerritos	\$1,213,859	Imperial	\$1,257,432	Ohlone	\$648,906	Santa Barbara	\$1,069,146	West Valley-Mission	\$1,166,863
Chabot-Las Positas	\$1,664,515	Kern	\$3,726,662	Palo Verde	\$176,249	Santa Clarita	\$1,423,722	Yosemite	\$1,968,496
Chaffey	\$1,845,228	Lake Tahoe	\$216,115	Palomar	\$1,966,749	Santa Monica	\$879,088	Yuba	\$1,367,720
Citrus	\$648,530	Lassen	\$263,609	Pasadena Area	\$1,082,237	Sequoias	\$1,456,621		
Coast	\$2,399,647	Long Beach	\$1,188,536	Peralta	\$1,895,193	Shasta-Tehama-Trinity	\$2,165,933		
Compton	\$472,487	Los Angeles	\$9,304,135	Rancho Santiago	\$2,677,883	Sierra Joint	\$1,643,723		
Contra Costa	\$2,810,444	Los Rios	\$6,615,026	Redwoods	\$1,289,560	Siskiyou Joint	\$466,947		
Copper Mountain	\$154,970	Marin	\$482,401	Rio Hondo	\$946,890	Solano	\$1,098,223		
Desert	\$1,257,406	Mendocino-Lake	\$750,101	Riverside	\$2,980,683	Sonoma County	\$1,761,099		
El Camino	\$1,193,742	Merced	\$1,077,028	San Bernardino	\$1,832,794	South Orange County	\$2,370,914		
Feather River	\$ 354,268	MiraCosta	\$962,903	San Diego	\$3,730,632	Southwestern	\$1,532,640	Total	\$117,800,000



Appendix B:

Region	Regional Allocation
Bay Area	\$15,555,239
Central Valley	\$10,365,714
Inland Empire & Desert	\$7,548,524
Los Angeles	\$13,030,228
Orange County	\$7,092,528
North Far North	\$11,779,816
San Diego & Imperial	\$7,207,729
South Central	\$5,953,554
TOTAL	\$78,533,333

EXHIBIT D - Chancellor's Office Memorandum Dated October 20, 2020: Regional
Fiscal Agent Notification



California
Community
Colleges

MEMORANDUM

October 30, 2020

20-020 | Via Email

TO: Regional Consortium Chairs
Chief Executive Instructional Officers
Chief Student Services Officers
Chief Business Officers

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

CC: Sandra Sanchez, Associate Vice Chancellor
Alejandro Sandoval, Program Manager
CCCCO Staff

RE: Strong Workforce Program 20-21 Incentive Funding Allocation

Dear Strong Workforce Program Colleagues,

Below, please find the incentive dollars allocated to your Districts in Appendix A and the incentive dollars allocated to the Regions in Appendix B.

Appendix A:

17% Incentive Fund Local Share Strong Workforce Program 2020-21 Dollars:

District/College	Allocation	District/College	Allocation	District/College	Allocation	District/College	Allocation	District/College	Allocation	District/College	Allocation
Allan Hancock CCD	\$ 246,275	Citrus CCD	\$ 205,759	El Camino College	\$ 313,381	Kern CCD	\$ 534,511	Los Angeles Southwest College	\$ 68,709	Monterey CCD	\$ 156,025
Allan Hancock College	\$ 246,275	Citrus College	\$ 205,759	Feather River CCD	\$ 48,903	Bakersfield College	\$ 344,777	Los Angeles Trade-Tech College	\$ 328,763	Monterey Peninsula College	\$ 156,025
Antelope Valley CCD	\$ 201,950	Coast CCD	\$ 642,368	Feather River College	\$ 48,903	Cerro Coso Community College	\$ 112,844	Los Angeles Valley College	\$ 182,284	Mt. San Antonio CCD	\$ 446,655
Antelope Valley College	\$ 201,950	Coastline Community College	\$ 181,820	Foothill-Deanza CCD	\$ 92,616	Porterville College	\$ 76,890	West Los Angeles College	\$ 241,017	Mt. San Antonio College	\$ 446,655
Barstow CCD	\$ 50,674	Golden West College	\$ 168,712	De Anza College	\$ 308,956	Lake Tahoe CCD	\$ 84,659	Los Rios CCD	\$ 1,423,862	Mt. San Jacinto CCD	\$ 199,186
Barstow College	\$ 50,674	Orange Coast College	\$ 291,836	Foothill College	\$ 383,660	Lake Tahoe Community College	\$ 84,659	American River College	\$ 729,698	Mt. San Jacinto College	\$ 199,186
Butte CCD	\$ 249,203	Compton CCD	\$ 83,411	Gavilan CCD	\$ 141,951	Lassen CCD	\$ 40,751	Cosumnes River College	\$ 247,078	Napa Valley CCD	\$ 104,569
Butte College	\$ 249,203	Compton College	\$ 83,411	Gavilan College	\$ 141,951	Lassen College	\$ 40,751	Folsom Lake College	\$ 113,834	Napa Valley College	\$ 104,569
Cabrillo CCD	\$ 178,963	Contra Costa CCD	\$ 484,718	Glendale CCD	\$ 226,331	Long Beach CCD	\$ 306,751	Sacramento City College	\$ 333,252	North Orange CCD	\$ 600,089
Cabrillo College	\$ 178,963	Contra Costa College	\$ 82,949	Glendale Community College	\$ 226,331	Long Beach City College	\$ 306,751	Marin CCD	\$ 58,954	Cypress College	\$ 201,645
Cerritos CCD	\$ 424,022	Diablo Valley College	\$ 264,726	Grossmont-Cuyamaca CCD	\$ 307,556	Los Angeles CCD	\$ 1,821,200	College of Marin	\$ 58,954	Fullerton College	\$ 274,345
Cerritos College	\$ 424,022	Los Medanos College	\$ 137,043	Cuyamaca College	\$ 122,901	East Los Angeles College	\$ 406,504	Mendocino-Lake CCD	\$ 79,757	North Orange Adult	\$ 124,099
Chabot-Las Positas CCD	\$ 385,018	Copper Mountain CCD	\$ 28,638	Grossmont College	\$ 184,655	Los Angeles City College	\$ 175,974	Mendocino College	\$ 79,757	Ohlone CCD	\$ 120,231
Chabot College	\$ 236,743	Copper Mountain College	\$ 28,638	Hartnell CCD	\$ 209,992	Los Angeles Harbor College	\$ 89,457	Merced CCD	\$ 216,218	Ohlone College	\$ 120,231
Las Positas College	\$ 148,275	Desert CCD	\$ 176,423	Hartnell College	\$ 209,992	Los Angeles ITV	\$ 86	Merced College	\$ 216,218	Palo Verde CCD	\$ 61,952
Chaffey CCD	\$ 288,607	College of the Desert	\$ 176,423	Imperial CCD	\$ 137,787	Los Angeles Mission College	\$ 116,039	Mira Costa CCD	\$ 192,560	Palo Verde College	\$ 61,952
Chaffey College	\$ 288,607	El Camino CCD	\$ 313,381	Imperial Valley College	\$ 137,787	Los Angeles Pierce College	\$ 212,367	MiraCosta College	\$ 192,560	Palomar CCD	\$ 343,152

District/College	Allocation	District/College	Allocation	District/College	Allocation	District/College	Allocation	District/College	Allocation	District/College	Allocation
Palomar College	\$ 343,152	Norco College	\$ 130,370	San Jose City College	\$ 139,058	Sierra CCD	\$ 278,676	Ventura CCD	\$ 450,649	Yuba CCD	\$ 191,506
Pasadena CCD	\$ 375,036	Riverside City College	\$ 298,652	San Luis Obispo CCD	\$ 161,122	Sierra College	\$ 278,676	Moorpark College	\$ 168,122	Woodland Community College	\$ 62,036
Pasadena City College	\$ 375,036	San Bernardino CCD	\$ 319,786	Cuesta College	\$ 161,122	Siskiyou CCD	\$ 108,781	Oxnard College	\$ 110,696	Yuba College	\$ 129,470
Peralta CCD	\$ 374,988	Crafton Hills College	\$ 67,599	San Mateo CCD	\$ 392,706	College of the Siskiyous	\$ 108,781	Ventura College	\$ 171,831		
Berkeley City College	\$ 49,223	San Bernardino Valley College	\$ 252,187	Cañada College	\$ 75,568	Solano CCD	\$ 161,668	Victor Valley CCD	\$ 178,935		
College of Alameda	\$ 63,661	San Diego CCD	\$ 1,295,750	College of San Mateo	\$ 133,031	Solano Community College	\$ 161,668	Victor Valley College	\$ 178,935		
Laney College	\$ 139,970	San Diego Adult	\$ 338,140	Skyline College	\$ 124,107	Sonoma CCD	\$ 400,405	West Hills CCD	\$ 135,222		
Merritt College	\$ 122,134	San Diego City College	\$ 225,007	Santa Barbara CCD	\$ 289,542	Santa Rosa Junior College	\$ 400,405	West Hills College Coalinga	\$ 64,138		
Rancho Santiago CCD	\$ 753,021	San Diego Mesa College	\$ 280,200	Santa Barbara City College	\$ 289,542	South Orange CCD	\$ 477,977	West Hills College Lemoore	\$ 71,084		
Santa Ana College	\$ 477,131	San Diego Miramar College	\$ 452,403	Santa Clarita CCD	\$ 290,779	Irvine Valley College	\$ 130,562	West Kern CCD	\$ 94,240		
Santiago Canyon College	\$ 275,890	San Francisco CCD	\$ 511,693	College of the Canyons	\$ 290,779	Saddleback College	\$ 347,415	Taft College	\$ 94,240		
Redwoods CCD	\$ 96,812	City College of San Francisco	\$ 413,019	Santa Monica CCD	\$ 346,598	Southwestern CCD	\$ 238,704	West Valley-Mission CCD	\$ 243,367		
College of the Redwoods	\$ 96,812	San Francisco Centers	\$ 98,674	Santa Monica College	\$ 346,598	Southwestern College	\$ 238,704	Mission College	\$ 139,031		
Rio Hondo CCD	\$ 289,682	San Joaquin Delta CCD	\$ 344,325	Sequoias CCD	\$ 221,115	State Center CCD	\$ 721,806	West Valley College	\$ 104,336		
Rio Hondo College	\$ 289,682	San Joaquin Delta College	\$ 344,325	College of the Sequoias	\$ 221,115	Clovis Community College	\$ 80,752	Yosemite CCD	\$ 353,866		
Riverside CCD	\$ 591,050	San Jose-Evergreen CCD	\$ 239,988	Shasta-Tehama-Trinity CCD	\$ 174,577	Fresno City College	\$ 461,825	Columbia College	\$ 55,356		
Moreno Valley College	\$ 162,028	Evergreen Valley College	\$ 100,930	Shasta College	\$ 174,577	Reedley College	\$ 179,229	Modesto Junior College	\$ 298,510	Grand Total	\$ 23,560,000

Appendix B:

17% Incentive Fund Regional Share Strong Workforce Program 20-21 Dollars:

Region	Region 17%
Bay Area	\$3,198,567
Central/Mother Lode	\$1,747,536
Inland Empire/Desert	\$1,263,501
Los Angeles	\$3,225,884
North/Far North	\$1,851,658
Orange	\$1,648,969
San Diego/Imperial Counties	\$1,677,005
South Central Coast	\$1,093,547
Total	\$15,706,667

EXHIBIT E – Central/Mother Lode Regional Consortium Strong Workforce Program – Regional Share (40%) Allocations



Central/Mother Lode Regional Consortium Strong Workforce Program				
\$12,113,250: Regional Share (40%)				
Regional Share Allocation per District (SW5, FY 2020-21: 7/1/20-6/30/22) - Approved by the CRC Steering Committee & CRC CEOs:				
DISTRICT	SW5/PY5 Modified REGIONAL Funding Scenario Approved by CRC CEOs	SWP SW5/PY5 REGIONAL (83% of Base) (8/4/20 CCCCC Revised)	SW5/PY 5 Incentive/17% Allocation (10/30/2020)	Total Regional (100% of 40%)
Kern	22%	\$1,945,904	\$328,571.89	\$2,274,476
Merced	7%	\$619,151	\$104,545.60	\$723,697
San Joaquin Delta	13%	\$1,149,852	\$194,156.12	\$1,344,009
Sequoias	8%	\$707,602	\$119,480.69	\$827,082
State Center	24%	\$2,122,805	\$358,442.06	\$2,481,247
West Hills	8%	\$707,602	\$119,480.69	\$827,082
West Kern	4%	\$353,801	\$59,740.34	\$413,541
Yosemite	14%	\$1,238,303	\$209,091.20	\$1,447,394
SWP Regional District Allocation Subtotal	100.00%	\$8,845,019	\$1,493,509	\$10,338,528
Regional-Wide Regional Projects/ Projects in Common	15% Setaside (1) 10% of 40%	\$1,036,571	\$174,754	\$1,211,325
CRC Admin:3%	(2) 3% of 40%	\$310,971	\$52,426	\$363,398
Fiscal Agent: 2% (max. \$200k total)	(3) 2% of 40%	\$173,152	\$26,848	\$200,000
SWP Regional Setaside Subtotal		\$ 1,520,695	\$ 254,027	\$1,774,723
Total Regional SWP SW4/PY4 (100% of 40%)				\$12,113,250
Notes of approval: Approved by Selection Committee on 11/19/2020 to forward for approval from CEOs. Approved by email for all CEOs (12/2/2020-1/11/2021): Bakersfield College, Cerro Coso Community College, Clovis Community College, Madera Community College, Reedley Community College, Fresno City College, Columbia College, College of the Sequoias, Modesto Jr College, Merced College, Porterville College, Taft College, West Hills - Coalingia, West Hills -Lemoore and Delta College				

Central/Mother Lode Regional Consortium Strong Workforce Program			
\$18,169,874: Local Share (60%)			
LOCAL Share Allocation per District (SW5, FY 2020-21: 7/1/20-6/30/22)			
DISTRICT	SWP SW5 Local (Base/83%) (8/4/20 CCCCC revised)	SWP SW5 Local (Incentive/17%) (10/30/20 CCCCC)	Total Local (100% of 60%)
Kern	\$3,726,662	\$ 534,511	\$ 4,261,173.00
Merced	\$1,077,028	\$ 216,218	\$ 1,293,246
San Joaquin Delta	\$2,309,360	\$ 344,325	\$ 2,653,685
Sequoias	\$1,456,621	\$ 221,115	\$ 1,677,736
State Center	\$4,290,256	\$ 721,806	\$ 5,012,062.00
West Hills	\$537,231	\$ 135,222	\$ 672,453
West Kern	\$182,917	\$ 94,240	\$ 277,157
Yosemite	\$1,968,496	\$ 353,866	\$ 2,322,362
Subtotal	\$ 15,548,571	\$ 2,621,303	\$ 18,169,874

Total Local & Regional SWP SW5/PY5	\$	30,283,124
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EXHIBIT F – Chancellor's Office Memorandum Dated August 25, 2016: Regional Share Fiscal Agent Roles and Responsibility

STATE OF CALIFORNIA

ERIK E. SKINNER, ACTING CHANCELLOR

CALIFORNIA COMMUNITY COLLEGES

CHANCELLOR'S OFFICE

1102 Q STREET, SUITE 4550
SACRAMENTO, CA 95811-8549
(916) 445-8752
<http://www.cccco.edu>



August 25, 2016

To: Regional Consortium Chairs

From: Matt Roberts, Ed.D. Dean of Field Operations
Workforce and Economic Development Division

Subject: Guidance on use of funds for strong workforce program

This memorandum provides guidance on the use of funds for the strong workforce program.

August 24, 2016 – Scope of Work

Roles and Responsibility

Regional Share Fiscal Agent

The fiscal agent has no authority over decisions on the use of funding, rather the fiscal agent role is to dispense, monitor and audit sub-grants once spending decisions have been authorized by the CTE Regional Consortia as stipulated in Strong Workforce legislation. The district designated as the fiscal agent shall perform the following roles and responsibilities:

- Provide a single-point of contact to act as an embedded member of the CTE Regional Consortium (RC) Team to account for financial operation and control associated with the Regional Share.
- Review sub-awardee applications for compliance with grant terms and requirements. Work with sub-awardees to resolve issues that arise.
- Review sub-award application budgets to ensure that expenditures are allowable under the grant terms and conditions, are properly classified, and that the calculations are correct. Work with sub-awardees to resolve any issues that arise.
- Develop policies, procedures, systems and timelines for disbursement of funds.
- Determine the documentation required to ensure funds are properly accounted for
- Develop systems to track each of the contracts/grants and their status that can be shared with the RCs, the CCCCCO grant monitors, and sub-awardees.
- Develop sub-award agreements with each of the sub-awardees that incorporate the contracting requirements of the CCCCCO and the Fiscal Agent.
- Provide information, guidelines and technical assistance to sub-awardees.
- Manage the flow of funds to sub-awardees by receiving, reviewing and approving claims for funds and ensure that proper documentation has been received to verify that what was requested conforms to what was approved when discrepancies occur.
- Issue payments and verify that payments have been received.
- Fulfill reporting requirements by receiving and monitoring quarterly reports and final reports from the sub-awardees.
- Follow-up on missing or incorrect reports. Work with sub-awardees to resolve issues.
- Consolidate reports and report up to the RC/CCCCO as required and upon request.
- Conduct sub-recipient monitoring and audits, in accordance with grant requirements and OMB Uniform Guidelines.
- Field questions on allowable expenditures in accordance with any CCCCCO guidance
- Review sub-awardees' requests for approval of contracts and sub-agreements, prior to forwarding requests to CCCCCO for final approval. Provide guidance and direction to the colleges to ensure compliance and facilitate CCCCCO review and approval, as needed.
- Collaborate with RCs to standardize Strong Workforce related fiscal related and reporting processed, procedures and to develop recommendations and responses to CCCCCO.





WEST KERN SW5 Agreement

Final Audit Report

2021-06-30

Created:	2021-06-29
By:	Brina Harwood (brina.harwood@scccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQiPnMz_brmqBK2vSINKGq86xCWMteOw1

"WEST KERN SW5 Agreement" History

-  Document created by Brina Harwood (brina.harwood@scccd.edu)
2021-06-29 - 9:32:11 PM GMT - IP address: 209.129.240.120
-  Document emailed to Cheryl Sullivan (cheryl.sullivan@scccd.edu) for signature
2021-06-29 - 9:34:08 PM GMT
-  Document e-signed by Cheryl Sullivan (cheryl.sullivan@scccd.edu)
Signature Date: 2021-06-30 - 5:38:30 PM GMT - Time Source: server- IP address: 209.129.240.192
-  Agreement completed.
2021-06-30 - 5:38:30 PM GMT

BOARD AGENDA ITEM

Date: June 29, 2021
Submitted by: Meghan Hall-Silveira, Director of Child Care Development Center
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Resolution No. 2021/22-02 and Agreement with California Department of Education to Provide Services Under the Migrant Child Care Program, Contract #CMIG - 1005, 7/1/21 - 6/30/22, \$781,197.00

Background:

This on-going agreement with the state of California is to provide migrant child care services.

Terms (if applicable):

July 1, 2021 - June 30, 2022

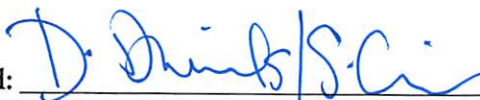
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

This grant is in the amount of \$781,197.00

Approved: _____



Dr. Debra Daniels, Superintendent/President



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CMIG-1005

PROGRAM TYPE: MIGRANT CHILD CARE

PROJECT NUMBER: 15-6386-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the MIGRANT CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$781,197.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 246 15,769.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition

Form with fields for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, titles, and financial details like AMOUNT ENCUMBERED BY THIS DOCUMENT (\$781,197) and PROGRAM/CATEGORY (Child Development Programs).

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p>	<p><i>Federal ID Number</i></p>
<p><i>By (Authorized Signature)</i></p>	
<p><i>Printed Name and Title of Person Signing</i></p>	
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p>

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____, 2021, by the Governing Board of _____ of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of _____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA ITEM

Date: June 29, 2021
Submitted by: Meghan Hall-Silveira, Director of Child Care Development Center
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Resolution No. 2021/22-03 and Agreement with California Department of Education to Provide Services Under the Migrant Specialized Services, Contract #CMSS - 1005, 7/1/21 - 6/30/22, \$110,580.00

Background:

This on-going agreement with the state of California is to provide migrant specialized services.

Terms (if applicable):

July 1, 2021 - June 30, 2022

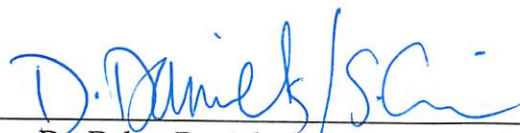
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

This grant is in the amount of \$110,580.00

Approved: _____


Dr. Debra Daniels, Superintendent/President



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CMSS-1005

PROGRAM TYPE: MIGRANT SPECIALIZED SERVICES

PROJECT NUMBER: 15-6386-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the MIGRANT CHILDCARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$110,580.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager or Agent for CDSS		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 110,580 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 110,580	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
	(OPTIONAL USE) 0656 23360-6386				
	ITEM 30.10.020.004 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6070 Rev-8530				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p>	<p><i>Federal ID Number</i></p>
<p><i>By (Authorized Signature)</i></p>	
<p><i>Printed Name and Title of Person Signing</i></p>	
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p>

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2021, by the Governing Board of _____ of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of _____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

BOARD AGENDA ITEM

Date: June 29, 2021

Submitted by: Meghan Hall-Silveira, Director of Child Care Development Center

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Resolution No. 2021/22-04 and Agreement with California Department of Education to Provide Services Under the General Child Care and Development Programs, Contract #CCTR - 1057, 7/1/21 - 6/30/22, \$3,535,022.00

Background:

This on-going agreement with the state of California is to provide general child care and development programs.

Terms (if applicable):

July 1, 2021 - June 30, 2022

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

This grant is in the amount of \$3,535,022.00

Approved: _____
Dr. Debra Daniels, Superintendent/President



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1057

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 15-Y320-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: COMMUNITY ACTION PARTNERSHIP OF KERN

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$3,535,022.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 246 71,357.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

Contract form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, financial details (Amount Encumbered: \$3,535,022), program information (Child Development Programs), and certification statements.

CONTRACTOR'S NAME: COMMUNITY ACTION PARTNERSHIP OF KERN

CONTRACT NUMBER: CCTR-1057

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 600,085	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-Y320	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 600,085	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 275,855	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-Y320	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 275,855	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,659,082	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-Y320			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,659,082	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check [] if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

BOARD AGENDA ITEM

Date: July 14, 2021
Submitted by: Aaron Markovits
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item: Off Campus Rents for TIL Program

Background: Taft College has leased off campus for use by students in the TIL Program. This is done for several reasons, most important of which to be able to enforce TC Residential Dorm Rules consistently for all students in the TIL Program.

Terms (if applicable): Leases are negotiated with landlords for 12 months payable in 11 months. A sample generic lease is attached for your review. This year two leases will begin August 1st rather than July 1st due to properties being remodeled. See off Campus Landlord/Rental Information.

Expense (if applicable): Leases are paid from the TIL Program budget and reimbursed. Students pay rent for the rooms and this offsets the costs.

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President

Off Campus Landlord/Rental Information

108 Buchannan	\$1,400	Taft College
717 Center Street	\$1,500	DK&M Property
523-A Lucard St. 525 & 525 A Lucard St.	\$1,875	Dominique Strand
319 & 319 ½ Kern St.	\$1,650	West Valley Real Estate
111-A Taylor St.	\$700	MJ Breedada De Duclos

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (“Lease”) dated as of August 1st, 2021, is entered into between **ENTER NAME** (“Landlord”) and West Kern Community College District (“Tenant” or “District”).

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Lease

Tenant leases from Landlord the premises located at **ENTER ADDRESS, consisting of 3 bedrooms, 2 bathrooms and detached garage**, on the terms and conditions contained in this Lease (collectively, “Leased Premises”).

Section 2. Term

The term of this Lease shall commence on August 1st, 2021, and continue for a period of 12 months.

Section 3. Deposit

Concurrent the execution of this Lease, Tenant shall deliver to Landlord a deposit in the amount of **\$ENTER DEPOSIT** in the form of a District warrant, personal check, cashier’s check, or cash (“Deposit”). The Deposit shall be held as security for the performance of Tenant’s obligations under this Lease pursuant to Section 14.

Section 4. Rent

Rent shall be **\$ENTER RENT** per month (“Monthly Rent”), payable in advance, on the first day of each calendar month to Landlord or Landlord’s authorized agent, at the following address: **ENTER MAILING ADDRESS HERE** or at any other place designated by Landlord in writing from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month prorated on the basis of a thirty-day month (Monthly Rent/30 = daily rent). Rent that equals the amount due for 12 months shall be paid over an 11-month period.

Section 5. Utilities, Services, and Yard Care

Tenant shall be responsible for securing accounts in Tenant’s name for and the payment of all utilities and services to the Leased Premises, except for the gardener, which shall be paid by Landlord.

Section 6. Use and Subletting/Licensing

Landlord acknowledges that Tenant intends to use the Leased Premises as a part of Tenant’s Transition to Independent Living (“TIL”) program, which consists primarily of housing TIL

program students in the Leased Premises as a private dwelling. The use of the Leased Premises will also include District staff and related parties regularly meeting with TIL program students in the Leased Premises as a component of the TIL program, and other TIL related activities. As a necessary component of the District's use of the Leased Premises, District intends to enter into subletting or licensing agreements with TIL program students ("Students") for the use and occupancy of the Leased Premises for TIL program purposes. Landlord unconditionally consents to such subletting or licensing of all or a portion of the Leased Premises, provided that such subletting or licensing shall not alter Tenant's responsibility for the obligations under this Lease.

Without Landlord's prior written consent, Tenant and Students may not use or maintain a waterbed on the Leased Premises. Tenant and Students may not repair any automobiles or any other motor vehicles, heavy machinery, or equipment, anywhere on the Leased Premises or in or around the building of which the Leased Premises are a part, including the parking area, garage, and driveway. Tenant and Students may not keep or maintain any pets on the Leased Premises without the prior written consent of Landlord, which Landlord may withhold in Landlord's sole discretion.

Section 7. Compliance with Law

Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Leased Premises, and shall require the same of the Students.

Section 8. Maintenance and Alterations

Except as set forth in this Lease, Tenant agrees that as of the delivery of possession the Leased Premises are in good working order and repair. Landlord shall, at Landlord's own expense and at all times, maintain the Leased Premises in good working order and repair, including all equipment, appliances, furniture, fixtures, and furnishings. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, subtenants, licensees, and guests. Tenant shall not paint, wallpaper, or otherwise make permanent alterations to the Leased Premises without the prior written consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Leased Premises. Tenant shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall require Students to comply with this Section.

Section 9. Entry

Landlord shall have the right to enter the Leased Premises for the purposes of making necessary or agreed repairs and for showing the Leased Premises to prospective tenants, purchasers, or mortgagees, provided that, except in the case of an emergency, such entry shall be made during normal business hours and upon at least thirty-six (36) hours' prior notice to Tenant. Tenant may not change the locks to the Leased Premises without the prior consent of Landlord.

Section 10. Indemnification

Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Leased Premises or any part of the Leased Premises or in common areas, unless the damage is caused by the negligent, willful, or intentional act or omission to act of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability, costs (including reasonable attorneys' fees), or claims for personal injuries or property damage that is the proximate result of the gross negligence or willful misconduct of Tenant or Tenant's guests or invitees. Each party waives the right of subrogation against the other party.

Section 11. Delay of Possession

Tenant may terminate this Lease if possession is not delivered within five (5) days of the commencement of the Term.

Section 12. Default and Time to Cure

If Tenant fails to pay rent when due, or to perform any term of this Lease, after not less than seven (7) days' written notice of default given to Tenant in the manner required by law, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless Tenant, within the time specified, cures the default.

Section 13. Remedies

If Tenant defaults, Landlord may elect to:

(a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due, or

(b) at any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the lease, including the cost of recovering the Leased Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that Tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§ 1951.2 and 1951.4.

Section 14. Security Deposit

Tenant is placing a Deposit with Landlord in the sum set forth in Section 3. Landlord shall not be obligated to pay interest on the Deposit. Landlord will hold the deposit for the full and timely performance by Tenant of Tenant's obligations under this Lease, including payment of rent and cleaning, maintaining, and repairing the Leased Premises after surrender. If all or any portion of Tenant's security deposit is applied by Landlord during the term of this Lease, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount

within seven (7) days after written demand will constitute a breach of this Lease. The balance of all deposits shall be refunded no later than twenty-one (21) calendar days from the date possession of the Leased Premises is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the deposits by Landlord.

Section 15. Waiver

No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.

Section 16. Termination of Lease

This agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

Section 17. Notices

Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid at the address shown below, or at any other place designated in writing by the parties from time to time.

IF TO LANDLORD:

ENTER NAME AND ADDRESS

IF TO TENANT:

Attn: Superintendent-President
WEST KERN COMMUNITY COLLEGE DISTRICT
29 Cougar Court
Taft, California 93268

Section 18. Successors and Assigns

This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

Section 19. Time

Time is of the essence in this Lease.

Section 20. Holding Over

Any holding over after expiration of the Lease, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable. No holding over or extension of this Lease shall extend the time for the exercise of the option unless agreed upon in writing by Landlord.

Section 21. Late Charges

If Tenant fails to pay the Monthly Rent within five (5) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a late charge of \$25.00. The amounts due under this Section are in addition to and not in lieu of any other remedies of Landlord.

Section 22. Construction

Headings at the beginning of each section of this Lease are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

Section 23. Further Assurances

Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents reasonably requested to carry out the intent and purpose of this Lease.

Section 24. Third Party Rights

Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease. Tenant shall not assign this Lease without Landlord's advance written approval.

Section 25. Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 26. Amendment

This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

Section 27. Partial Invalidity

Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

Section 28. Governing Law and Venue

The validity, meaning, and effect of this Lease shall be determined in accordance with California law, and any disputes concerning the subject matter of this Lease shall have proper venue in the Superior Court for the County of Kern.

IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above written.

LANDLORD:

TENANT:

ENTER LANDLORD

WEST KERN COMMUNITY COLLEGE
DISTRICT

By: _____
[ENTER NAME]

By: _____
Dr. Debra Daniels
Superintendent-President

Date: June 21, 2021
Submitted by: Xiaohong Li, VP of Information & Institutional Effectiveness
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:
WESTEC Cabling Project

Background:

The cabling infrastructure at the WESTEC facility, including classrooms, needs to be expended and data drops need to be installed to maintain a virtual/hybrid environment due to COVID. The District conducted a job walk with technology firms and solicited proposals from them for new installation of the select rooms within the WESTEC facility. The project consists of equipment installation, test and certify all new plants, and label and return drawings.

Four vendors conducted the project Job Walk on March 30, and two proposals were submitted in response to the project, and Burt Electric & Communication submitted the lowest priced proposal for the base scope of work.

Terms (if applicable):

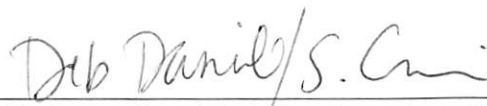
This scope of work is expected to be completed by September 1, 2021.

Expense (if applicable):

The total cost for to complete the project will be \$69,155.00.

Fiscal Impact Including Source of Funds (if applicable):

Funding for this project is expected to be covered by the COVID relief funds.

Approved: 
Dr. Debra Daniels, Superintendent/President

FIELD SERVICES CONTRACT

BONDS/NO DSA/DIR

This Field Services Contract is made and entered into on June 21, 2021 by and between **West Kern Community College District** ("District") and **Burt Electric & Communication, Inc.** ("Contractor"). In consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

Project Scope of Work. The Project is described as WESTEC Cabling Project.

The Contractor shall provide all work, labor, materials, equipment and services necessary to perform and complete its obligations under this Contract, including the scope of Work described in the Contractor's proposal dated April 27, 2021, responding for the following rooms:

Classrooms: LC01-LC05 & LD06-LC010,

Building 64: LB01, LB06, LB07, and LB08,

Administration Building: LI06, LI09, and LI011,

MPR/LA 02; and

Corrections & Court Reporting Data drops: LHO1-LHO6, LHO3A

- Contract Price.** The Contract Price for completion of the Work and the Contractor obligations under the Contract Documents is the fixed price lump sum of Sixty-Nine One Hundred Fifty-Five Dollars (\$69,155.00). The Contract Price is subject to adjustment only in accordance with the Contract Documents.
- Contract Time and Liquidated Damages.** Contractor shall commence Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work by September 1, 2021 ("Contract Time"). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of Two Hundred Fifty Dollars (\$250) until the Work is completed.
- Insurance Minimum Coverage Limits.** Minimum coverage limits for policies of insurance the Contractor and Subcontractors are required to maintain under the Contract Documents are:

Policy of Insurance	Minimum Coverage Limit
Workers' Compensation Insurance	In accordance with Laws
Employer's Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance.	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance	One Million Dollars (\$1,000,000)

- District Representative.** The District Representative for the Work is Brock McMurray.
- Architect/Design Professional.** The Architect or Design Professional for the Work is N/A.
- Contract Documents.** The Contract Documents consists of this Contract, the accompanying Contract Terms and Conditions, and the documents identified below.

Contract Terms and Conditions
Subcontractors List
Labor and Materials Payment Bond
Performance Bond
Certificate of Workers Compensation Insurance

Verification of Certified Payroll Records Submittal to Labor Commissioner
Contractor Certification of Subcontractor Claim
WESTEC Cabling Project
Informal Bid Response

[CONTINUED NEXT PAGE]

7. **Notices.** Notices of the District and Contractor to the other shall be transmitted *via e-mail and U.S. Mail*, postage pre-paid, as set forth below. The effective date of notices shall be the day after the date of the e-mail transmission. Notices shall be addressed as follows:

<p>If to the District: West Kern Community College District 29 Cougar Court Taft, CA 93268 Attn: Executive Vice President Administrative Services (661) 336-5100 Email: bmc Murray@taftcollege.edu</p>	<p>If to the Contractor: Burt Electric & Communications, Inc 28102 Highway, 119 Taft, CA 93268 Email: pburt@burtelectric.com</p>
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8. **Entire Agreement.** The Contract Documents constitute the entire contract and understanding between District and Contractor relating to the subject matter hereof. The Contract Documents shall not be modified except in accordance with the terms of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STARE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

The Contractor and District have executed this Contract as of the date set forth above.

District
 West Kern Community College District

Debra Daniels, Superintendent/President

Contractor
 Burt Electric & Communications

By _____
 (Signature)

Title _____

Street Address _____

City, State and Zip Code _____

Telephone: _____

Email: _____

Contractors' License	Number	944569
	Classification(s)	C-10 - ELECTRICAL
	Expiration Date	03/31/2022
	DIR Contractor Registration Number	1000372125
Federal Tax ID	_____	

FIELD CONTRACT FOR SERVICES; TERMS AND CONDITIONS

1. CONTRACTOR RESPONSIBILITIES

1.1. LABOR, MATERIALS, EQUIPMENT AND SERVICES. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, services and materials necessary to complete the Work in accordance with the Contract Documents. Except for existing utility services at the Site made available to the Contractor by the District, the Contractor shall furnish all utilities necessary to complete the Project, including temporary utility distributions. The Work shall be completed in a workmanlike manner, in accordance with requirements of the Contract Documents and within the Contract Time. If there are portions of the Contract Documents designate differing Work, the Contractor shall furnish and install the more stringent or higher quality requirements. All Work shall conform to the requirements of applicable laws, ordinances, rules and regulations ("the Laws") and Governmental Authorities with jurisdiction over any portion of the Work.

1.2. CONTRACTOR SUPERVISION.

1.2.1. CONTRACTOR SUPERINTENDENT. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be at the Site at all times during performance of Work at the Site. The Superintendent is the Contractor's Representative for the Project; directions, instructions or other communications to and with the Contractor's Superintendent are directions, instructions or communications to or with the Contractor.

1.2.2. EMPLOYEE COMPETENCY AND DISCIPLINE. The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws or District Policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform assigned tasks. Identification badges are required for Site access. Personnel providing or performing any Work at the Site will be permitted access to the Site only if District-issued identification badges are worn.

1.2.3. DISTRICT POLICIES; NOISE, DRUGS, TOBACCO, AND ALCOHOL. Use, possession, consumption or work under the influence of alcohol or illegal drugs at the Site is prohibited. District Board Policies prohibit the use of any form of tobacco products at the Site. Use of music/audio devices, including radios or wearing any headphone devices for entertainment while performing Work at the Site is prohibited. The Contractor shall implement measures to: (i) notify all personnel at the Site of such prohibitions and (ii) prevent violations of such prohibited conduct. The District expressly reserves the right to remove construction personnel violating the foregoing.

1.3. LABOR CODE REQUIREMENTS.

1.3.1. DIR REGISTRATION. The Contractor and all Subcontractors must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

1.3.2. PREVAILING WAGE RATES; HOURS OF WORK:

The Contractor and all Subcontractors shall: (i) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate requirements or hours of work limits. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1.3.3. APPRENTICES. Apprentices, if any, engaged in performing the Work shall be in strict conformity with applicable the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

1.4. SUBCONTRACTORS. The Contractor is responsible for the acts, omissions and other conduct of Subcontractors and their employees, agents and representatives. Subcontracts between the Contractor and Subcontractors shall incorporate the Contract as far as such terms are applicable to the Subcontractor's work, including, without limitation, all indemnification, insurance, and warranty requirements. Subcontracts shall be made available to the District for review upon request of the District. All Subcontractors must comply with Labor Code §§ 1725.5 and 1771.1 and must be currently registered contractors with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. Any Subcontractor who is not a DIR registered contractor shall be substituted in accordance with Labor Code §1771.1. Contractor shall submit a Subcontractors List for the Project on the form included in the Contract Documents. Subcontractors identified in the Subcontractors List shall not be replaced except in strict conformity with requirements of Public Contract Code §4107. The Contractor is responsible for all fees, costs or expenses (including attorneys' fees) incurred by the District to review, evaluate and respond to the Contractor's request to replace a listed Subcontractor. Subcontractors must be a California licensed contractor in the classification(s) required for the portions of the Project completed by the Subcontractor.

1.5. PROPERTY DAMAGE. The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems.

2. PROJECT SITE

2.1. SITE EXAMINATION AND SITE CONDITIONS. The Contractor has examined the Site and accepts conditions at the Site affecting the completion of the Project. By submitting a Proposal for the Project, the Contractor warrants and represents to the District that the Contractor has made all Site examinations that it deems necessary and that the pricing proposed in the Proposal is not subject to adjustment for conditions at the Site.

2.2. SAFETY AND SECURITY; PROTECTION OF WORK AND PROPERTY. The Contractor is solely responsible for safety at the Site, including compliance with Laws pertaining to safety at the Site. Contractor shall comply with all District rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including all personal property items situated at the Site) to prevent theft, loss or damage. The District and District employees, officers, agents or representatives are not liable for loss, theft, damage or destruction of personal property items. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

2.3. CONTRACTOR ENVIRONMENTAL/ HAZARDOUS MATERIALS RESPONSIBILITIES. The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder. Upon completion of the Project, the Contractor shall complete, execute and submit to the District the form of Asbestos and Hazardous Materials Certification included with the Contract Documents.

2.4. CLEAN-UP. The Contractor shall remove and legally dispose of all waste materials and other debris from the Site. The Site shall be maintained in a neat, orderly and "broom clean" condition. At completion of the Project, the Contractor shall: (i) remove all temporary facilities and installations; and (ii) clean all surfaces, fixtures, equipment at the Site. If the Contractor fails to complete clean up responsibilities, the District may do so, and all costs shall be charged to the Contractor; the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

2.5. OCCUPANCY. The District reserves the right to occupy existing facilities and improvements in, at or about the Site at any time before completion of the Project. The District's occupancy does not constitute acceptance or approval of any part of the Project and will not extend the Contract Time nor relieve the Contractor of any duties or responsibilities under this Contract.

2.6. EMERGENCIES. In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.

3. PROJECT REQUIREMENTS

3.1. DISTRICT SITE ACCESS. The District and the District's employees, agents or representatives shall at all times have access to the Site and the Project. The Contractor shall provide safe and proper facilities for such access.

3.2. CONSTRUCTION SCHEDULE. If the Contract Time is more than thirty (30) calendar days, the Contractor shall prepare a Construction Schedule in such form and format required by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of Project progress. The Contractor's Construction Schedule shall be submitted to the District for review and acceptance. The Contractor shall complete Project Work in accordance with the District accepted Construction Schedule.

3.3. SUBSTITUTIONS. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than seven (7) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution is final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the Specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District is deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

3.4. CONTRACTOR WARRANTY. If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond is liable to the District for correction, repair or replacement of defective/non-conforming parts of the Project or workmanship if the Contractor fails or refuses to perform in accordance with the preceding.

3.5. MANUFACTURER WARRANTIES. The Contractor shall, prior to the release of retention, provide the District Representative with hard copies of all manufacturer warranties for all equipment and materials furnished, installed and incorporated into the Project.

3.6. CONSTRUCTION MATERIALS TESTS/INSPECTIONS. If required by the Contract Documents, materials incorporated into the Project are subject to tests/inspections for compliance with applicable standards of such tests/inspections. The Contractor shall cooperate with the District and consultants retained by the District for conducting such tests/inspections to schedule and coordinate such tests/inspections with the progress of Work. The Contractor is responsible for costs and expenses resulting from the Work not

being ready for tests/inspections when scheduled. The District is responsible for initial costs of tests/inspections. If the results of the initial test/inspection are not in conformity with applicable standards, all costs, fees and expenses for subsequent test/inspection shall be borne by the Contractor. The District may deduct such costs, fees and expenses from the Contract Price then or thereafter due the Contractor.

4. CONTRACT PRICE.

4.1. CONTRACT TIME LESS THAN SIXTY (60) DAYS. If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Project, the Contractor's full performance of all other obligations under the Contract Documents and the Contractor's submission of a properly itemized invoice and duly executed Verification of Certified Payroll Records Submittal to Labor Commissioner. Upon receipt of thereof, the District Representative will promptly verify that the Project has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price.

4.2. CONTRACT TIME MORE THAN SIXTY (60) DAYS. If the Contract Time is sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Project Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to **ninety-five percent (95%)** of the value of the Work performed (as verified by the District and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Within sixty (60) days of completion of all Project Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors.

4.3. CERTIFIED PAYROLL RECORDS. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall maintain Certified Payroll Records for labor employed by them to complete Project Work including: name, address, social security number, wage rates, work classification/trades, straight time and overtime hours worked each day and week, actual per diem wages paid. The Contractor and Subcontractors shall furnish copies of Certified Payroll Records to the District and others in accordance the Laws.

4.4. CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER. Certified Payroll Records of the Contractor and Subcontractors, in the form, format and within the times established by the Labor Commissioner, shall be submitted to the Labor Commissioner as required by the Laws. The District's disbursement of any portion of the Contract Price is expressly conditioned on the Contractor's completion and execution of the form of Verification of

Certified Payroll Records Submittal to Labor Commissioner for the payment requested.

4.5. DISTRICT DEDUCTS AND WITHHOLDS FROM CONTRACT PRICE. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (ix) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (x) any other sums which the District is entitled or required to withhold from the Contractor the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. If the deductions from the Contract Price pursuant to the foregoing exceed the then remaining Contract Price, the Surety issuing the Performance Bond shall be jointly and severally liable with the Contractor for payment of such excess to the District.

5. CHANGES

5.1. DISTRICT AUTHORITY. The District may direct Changes within the general scope of Project Work. Changes authorized or directed by the District shall be reduced to a written Change Order in the form and content prepared by or on behalf of the District. Adjustments to the Contract Price for District authorized Changes shall be limited to the actual costs of labor, materials, equipment or services necessary to complete the Change. All other costs associated with a Change, including without limitation profit, overhead/administrative costs and impacts are fully compensated by the mark-up established in the Contract Documents on direct costs of a Change. The Contractor shall provide the District with all information requested to substantiate the cost of a Change. The Contractor shall submit, prior to approval of a Change Order, its request for adjustment of the Contract Time (if any) along with data substantiating the Contractor's right to adjustment of the Contract Time and the extent of such adjustment. If Contractor fails to strictly comply with the preceding the Contractor shall be deemed to have waived any right to adjustment of the Contract Time.

5.2. CONSTRUCTION CHANGE DIRECTIVE ("CCD"). The District may direct a Change prior to and without issuance of a Change Order by a Construction Change Directive ("CCD"). The Contractor shall: (i) promptly commence and complete changes incorporated into a CCD; and (ii) maintain detailed contemporaneous records of labor, materials and equipment incorporated into or consumed in completing a CCD. Adjustment of the Contract Price or Contract Time on account of a CCD shall be determined in accordance with the Contract Documents and incorporated into a Change Order.

5.3. MARK-UPS ON CHANGES. The mark-up on direct costs for a Change directed or authorized by the District for all overhead (including home and field office overhead), general conditions costs, impacts of the Change and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

5.3.1. SUBCONTRACTOR PERFORMED CHANGES. For the portion of a Change performed by Subcontractors, the mark-up on actual direct labor and materials costs incurred the Subcontractors is Ten Percent (10%). In addition, the Contractor may add an amount equal to Five Percent (5%) of the Subcontractors actual direct labor and materials costs; the Contractor's mark-up shall not be applied to the Subcontractors mark-up.

5.3.2. CONTRACTOR PERFORMED CHANGES. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change is Fifteen Percent (15%).

5.3.3. EXCLUSIONS FROM MARK-UP OF ACTUAL COSTS. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

6. INSURANCE AND INDEMNITY

6.1. INDEMNIFICATION. To the furthest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and its governing board, officers, employees, agents, and volunteers ("Indemnified Parties") from and against any and all liabilities, demands, claims, actions, causes of action (including cost of defense, settlement, and reasonable attorneys' fees) (collectively "Claims") which arise out of the negligent, grossly negligent or willful conduct of the Contractor, Subcontractors or the employees, agents or representatives of the Contractor or Subcontractors, including without limitation, Claims for bodily injuries (including death) to any person, damage (including theft or loss of use) to any property, Stop Payment Notice claims and other economic losses, damages or injuries. The Contractor's obligations hereunder shall survive completion of the Work or termination of the Contract until barred by the applicable statute of limitations. The obligations of the Performance Bond Surety include assumption of the Contractor's obligations hereunder if the Contractor fails or refuses to do so.

6.2. INSURANCE. The Contractor and Subcontractors shall maintain in force during performance of the Work the following policies of insurance:

6.2.1. WORKERS COMPENSATION. The Workers Compensation insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work.

6.2.2. EMPLOYERS' LIABILITY. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

6.2.3. COMMERCIAL GENERAL LIABILITY INSURANCE. The General Liability insurance policies shall cover personal injury, bodily injury, death, other injury and property damage losses.

6.2.4. CONTRACTOR'S POLLUTION LIABILITY. The Contractor Pollution Liability policy shall cover losses for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from

contracting operations performed by or on behalf of the Contractor, except for fungus/spore coverage.

6.2.5. AUTOMOBILE LIABILITY. The Automobile Liability insurance shall cover losses for bodily injury, death or property damage arising out of use or operation of owned, non-owned and hired vehicles.

6.2.6. BUILDERS RISK. If required by the Contract Documents, the Builders' Risk insurance shall cover all risks of direct physical loss basis, or an amount equal to the full completed value the Project Work. The Builders Risk policy deductible shall not exceed \$250,000 for each loss.

6.2.7. MINIMUM COVERAGE LIMITS. Each required policy of insurance shall be in at least the minimum coverage limit set forth in the Contract.

6.2.8. CERTIFICATES OF INSURANCE. Before commencing the Work, the Contractor and its Subcontractors shall provide to the District Representative certificate(s) of insurance and endorsements establishing conformity to insurance coverage requirements. No Work is permitted at the Site until the Contractor delivers Certificates of Insurance to the District Representative evidencing insurance policies/coverages required by the Contract. The Contract Time is not subject to extension for the Contractor's delayed delivery of Certificates of Insurance to the District Representative.

6.3. POLICY REQUIREMENTS. The policies of insurance obtained by the Contractor and Subcontractors shall not be amended or modified and the coverage amounts shall not be reduced without at least thirty (30) days advance written notice to the District. Except for workers compensation insurance, the District must be named as an additional insured on all policies. The Contractor's policies are primary; any insurance carried by the District are only secondary and supplemental. All endorsements must waive any right to subrogation against any of the named additional insureds. All policies must be written on an occurrence form.

6.4. PAYMENT BOND AND PERFORMANCE BOND. The Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond issued by a California Admitted Surety Insurer, each in a penal sum equal to the Contract Price. The form and content of Bonds are incorporated into the Contract Documents. The Contract Time is not subject to adjustment for Contractor delay in submitting the Bonds to the District Representative.

7. TERMINATION AND SUSPENSION

7.1. TERMINATION FOR CONTRACTOR DEFAULT. The Contractor's failure to fully and timely perform its obligations under the Contract Documents or to strictly comply with terms and conditions of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. The District may, in the sole discretion of the District, afford the Contractor an opportunity to cure its default. If the District affords the Contractor an opportunity to cure, unless the Contractor commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), the Contract is deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District

terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety are liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Project Work which exceeds the remaining Contract Price at the time of termination.

7.2. DISTRICT TERMINATION FOR CONVENIENCE. The District may terminate the Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Project Work.

7.3. SUSPENSION. The District may by written directive to the Contractor, suspend the Project Work, in whole or in part, for such time as determined by the District. Upon issuance of such directive, the Contractor shall take action as directed to protect work in place, materials/equipment at the Site and other actions relating to Project Work in place, in progress, in storage, in transit or in fabrication ("Contractor Suspension Activities"). The Contractor shall resume Project Work as directed by the District. The District's suspension of Project Work shall not result in adjustment of the Contract Price, except for the direct costs of Contractor Suspension Activities. The Contract Time will be equitably adjusted for District directed suspension of Project Work.

8. MISCELLANEOUS

8.1. CLAIMS RESOLUTION.

8.1.1. CONTRACTOR CONTINUATION OF WORK.

Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents or the Project Work, the Contractor shall continue to diligently prosecute and perform the Work, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

8.1.2. PUBLIC CONTRACT CODE §9204 CLAIMS RESOLUTION PROCEDURES. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

8.1.2.1. CONTRACTOR CLAIMS. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

8.1.2.2. SUBCONTRACTOR CLAIMS. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any

request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

8.1.3. CONTRACTOR COMPLIANCE WITH GOVERNMENT CODE CLAIMS PROCEDURES. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of Section 20104.4 Dispute Resolution Procedures or Small Claims Court proceedings is the Contractor's compliance with the Government Code Claims Process.

8.1.4. DISPUTED CLAIMS. Claims not resolved by the Section 9204 Procedures are subject to Small Claims Court proceedings or binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

8.1.4.1. CLAIMS WITHIN SMALL CLAIMS COURT JURISDICTION. The exclusive tribunal for binding resolution of Disputed Claims valued at or less than the then current jurisdictional limits of the Small Claims Court. Venue for any Small Claims Court proceeding shall be the Small Claims Court designated for the geographic area of the Site.

8.1.4.2. SECTION 20104.4 DISPUTE RESOLUTION PROCEDURES; CLAIMS LESS THAN \$375,000. Disputed Claims of \$375,000 or less and more than the then current Small Claims Court jurisdictional limits shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

8.1.4.3. LIMITATION ON SPECIAL/ CONSEQUENTIAL DAMAGES. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor are limited to general damages directly caused by the breach or default and shall exclude any and all special or consequential damages, if any. The Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

8.1.4.4. ATTORNEYS' FEES: Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder

8.2. AUDIT. The District shall have the right to review, audit, and to copy records and supporting documentation of the Contractor and Subcontractors relating to performance of the Contract. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or required by the Laws. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees 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.

8.3. GOVERNING LAW; INTERPRETATION; VENUE. This Contract is governed by the laws of the state of California and shall be interpreted as a whole and not in favor of the District or the Contractor. Venue for any legal proceeding shall be the Superior Court for the County in which the Site is situated at the Superior Court branch situated closest to the Site.

8.4. FORCE MAJEURE. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, 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.

8.5. SUCCESSORS: This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign by this Contract, any right or obligation hereunder or any portion thereof.

8.6. DAYS: Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.

8.7. TIME: Time is of the essence in performance and completion of obligations under the Contract.

8.8. NO ORAL MODIFICATIONS: The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. No term or condition of the Contract shall be modified or amended except by a subsequent writing executed by the District and Contractor and approved or ratified by the District's Board. Verbal or oral modifications to the Contract are not enforceable.

8.9. NO DISTRICT WAIVER. District's waiver or delayed enforcement of any term, condition, covenant or obligation of the Contractor under the Contract Documents shall not: (i) constitute the District's waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the District's enforcement of such term, condition, covenant or obligation.

8.10. PROVISIONS REQUIRED BY THE LAWS DEEMED INSERTED. Provisions required by the Laws to be incorporated into the Contract Documents are deemed incorporated herein and the Contract Documents shall be read and enforced as though such provisions are incorporated herein.

8.11. CONFLICTS/INCONSISTENCIES. In the event of conflict or inconsistency between the Contract and these Terms and Conditions ("Contract") and the terms of Contractor's Proposal, the terms of the Contract shall prevail over the Contractors Quote. It is further agreed that District's attachment of the Contractors Quote/Proposal shall not constitute a modification, amendment or limitation of any term or condition of the Contract unless such term or condition is expressly set forth in writing in this Contract.

8.12. SEVERABILITY. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

8.13. INDEPENDENT CONTRACTOR STATUS. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

8.14. DISABLED ACCESSIBILITY AND ELECTRONIC INFORMATION TECHNOLOGIES. Consultant hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Contract Documents 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. The Contractor shall 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. The 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 Contract for Contractor default. The Contractor 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.

8.15. NON-DISCRIMINATORY EMPLOYMENT PRACTICES. The Contractor and Subcontractors shall comply with District Policies prohibiting discriminatory practices against employees or prospective employees based on race, color, ancestry, national origin, religious creed, sex, age, sexual preference, marital status or other classification protected by the Laws. Contractor agrees to abide by this policy and to comply with Laws prohibiting discriminatory employment practices, including the California Fair Employment Practice Act.

8.16. ENTIRE CONTRACT. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.

[END OF SECTION]

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the _____ for _____ in _____
(Superintendent/Project Manager) (Contractor)

connection with the WESTEC Cabling Project.

1. This Verification is submitted to West Kern Community College District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application for Progress Payment No. _____ ("the Pay Application") for the Project identified above.
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work _____ for the Project performed between _____, 20__ and _____, 20__.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____, 20__ at _____
(City and State)

By: _____

(Typed or Printed Name)

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO: WEST KERN COMMUNITY COLLEGE DISTRICT

RE: WESTEC Cabling Project,

(Name of Contractor)

Claim

(Name of Subcontractor)

This Contractor Certification of Subcontractor Claim is submitted by _____
(Contractor)

relating to WESTEC Cabling Project, to the District on behalf of _____
(Subcontractor)

I am the _____ of the Contractor in connection with the above-described Project.

The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.

1. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
2. The Subcontractor Claim is made by the Subcontractor in good faith.
3. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et. seq.).
5. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.
6. I have personal first-hand knowledge of all of the foregoing.

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

Executed at _____, California, on _____, 20__.

(Signature)

(Print Name)

(Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and **Burt Electric & Communications Inc.**, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **WEST KERN COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of **Sixty-Nine One Hundred Fifty-Five Dollars (\$69,155.00)**. in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee has awarded to the Principal a Contract for the Work described as **WESTEC Cabling Project**.

WHEREAS, the Principal, has entered into a Contract with the Obligee for performance of the Work; the Contract and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted.

The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

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In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____ day of _____, 20____ by their duly authorized agent or representative.

 (Contractor-Principal Name)

By: _____
 (Signature)

 (Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

 (Surety Name)

By: _____
 (Signature of Attorney-In-Fact for Surety)

 (Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

 (Contact Name)

 (Street Address)

 (City, State & Zip Code)

Telephone (____) _____

Fax (____) _____

 (Email address)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as **Surety and Burt Electric & Communications Inc**, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **WEST KERN COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of **Three Hundred Thirty-Nine Thousand Seven Hundred Ninety-One Dollars and Six Cents (\$339,791.06)** in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee has awarded to the Principal a Contract for the Work described as **WESTEC Cabling Project**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Unemployment Insurance Code §13020 with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

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IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

(Contractor-Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

Telephone (_____) _____

Fax (_____) _____

(Email address)

Date: June 15, 2021
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

WKCCD 2021-2022 Accident Insurance Renewal for Students/Intercollegiate Athletes

Background:

Student Insurance provides accidental insurance coverage with ANTHEM Blue Cross and AIG for all TC students, athletes, managers, student trainers, and dependent children of students in the TC day care facility on campus.

Terms (if applicable):


August 1, 2021 to July 31, 2022

Expense (if applicable):

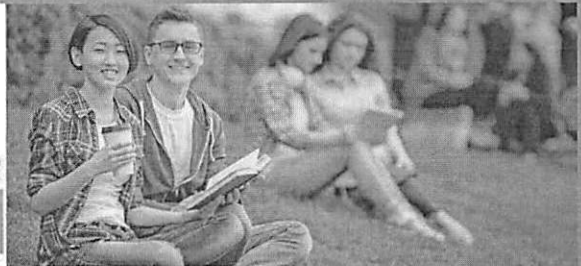
\$53,052.00

Fiscal Impact Including Source of Funds (if applicable):

\$53,052.00 has been budgeted for fiscal year 2021-2022 EVP Administrative Services Budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



2021-2022 Student and Athlete Accident Medical Insurance

Presented By:

Student Insurance

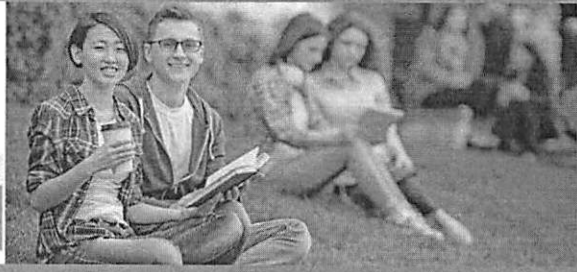
6320 Canoga Avenue, 12th Floor, Woodland Hills, CA 91367

CA License 0386216 | (310) 826-5688

Prepared For:

West Kern CCD

29 Cougar Court, Taft, CA 93268



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All data and information contained herein and provided by Student Insurance is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed to, or for, any third parties without the express prior written consent of Student Insurance.

Please direct inquiries and questions to:

Kimberly Rowan
Executive Account Manager
CA License 0M86198
kimberly@studentinsuranceusa.com

Gaby Ambriz
Senior Account Manager
gaby@studentinsuranceusa.com



CERTIFICATE OF INSURANCE BINDER: 2021-2022

INSURED: TAFT COLLEGE
29 Cougar Court
Taft, CA 93268

BASIC COVERAGE: 1 Year Incurring Period
COMPANY: ANTHEM SAIN – Plan B
TYPE/COVERAGE: Students/Intercollegiate Athletes
PREMIUM: \$48,215.00

EFFECTIVE DATE:
8/01/2021 - 7/31/2022

CATASTROPHIC COVERAGE: Intercollegiate Athletes
COMPANY: Philadelphia
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATE: 8/01/2021 - 7/31/2022

DEDUCTIBLE: \$25,000.00
PREMIUM: \$2,069.00

CATASTROPHIC COVERAGE: Students Only
COMPANY: Philadelphia
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATES: 8/01/2021 - 7/31/2022

DEDUCTIBLE: \$50,000.00
PREMIUM: \$2,768.00

BASIC COVERAGE LIMITS

Per Accident Deductibles:	\$ 50.00	Students
	\$100.00	Class I Athletes
	\$ 50.00	Class II Athletes
Co-Insurance Percentage:	100%	PPO
	50%	Non-PPO
Per Accident Maximum:	\$25,000.00	Athletes
	\$50,000.00	Students
	\$ 500.00	Emergency Illness Benefit
	\$ 2,000.00	Dental Maximum
	\$ 2,000.00	Rental Durable Medical Equipment
	\$25,000.00	Expanded Medical/Intercollegiate Athletes
AD&D Benefits:	Loss of Life	\$10,000.00
	Dismemberment	Single: \$1,000.00/Double: \$5,000.00

ANTHEM Blue Cross CLASS I SPORTS: Football, Gymnastics, Skiing (snow), Soccer, Surfing and Wrestling Physical Therapy: Limited to 24 visits per calendar year per injury; additional visits available if approved by ANTHEM Blue Cross.

NON-PPO: Benefit will not exceed \$25.00 per visit.

*Non-Duplication of Benefits Exercised on ALL CLAIMS.
THIS IS A BRIEF DESCRIPTION OF BENEFITS. THE MASTER POLICY CONTAINS COMPLETE DETAILS OF THE PROVISIONS, LIMITATIONS, EXCLUSIONS AND WILL PREVAIL AT ALL TIMES.*



June 15, 2021

Dr. Debra Daniels, Superintendent/President
WEST KERN CCD
29 Cougar Court
Taft, CA 93268

Re: WEST KERN CCD / 2021-2021 Accident Insurance Renewal

Dear Dr. Daniels:

Thank you for renewing the accident coverage for the year 2021-2022. We sincerely appreciate your business. In order to bind coverage with ANTHEM Blue Cross and Philadelphia, please review, sign and return the document to our office.

BENEFITS AS PER CERTIFICATE OF INSURANCE BINDER – Plan B

- 1) All Students
- 2) Athletes, managers, and student trainers
- 3) All Registered Students and dependent children in a day care facility on campus

BASIC Coverage Accident Maximum:	\$25,000.00	Athletes
	\$50,000.00	Students/Child of Student in Child Care Facility
AD&D Benefits	Loss of Life	\$10,000.00
	Dismemberment	[Single: \$1,000.00/Double: \$5,000.00]
CATASTROPHIC Coverage Maximum:	\$1,000,000.00	Athletes and Students

Sports Included:

Men's Sports: Baseball, Golf, Soccer

Women's Sports: Basketball, Soccer, Softball, Volleyball

Policy Term: 8/1/2021 – 7/31/2022

Premium: \$53,052.00

Termination: This is a *pooled* plan. Notice of withdrawal from the S.A.I.N pool must be provided by Taft College to: S.A.I.N. c/o STUDENT INSURANCE in writing no less than 90 (ninety) days prior to the termination date of July 31, 2022.

Signature of Authorized School Representative

Print Name / Date

Title of Authorized School Representative



INVOICE

Customer	Taft College
Acct #	76066
Date	06/15/2021
Customer Service	Kimberly Rowan Antonia Villarreal
Page	1 of 1

Taft College
 29 Cougar Court
 Taft, CA 93268

Payment Information	
Invoice Summary	\$ 48,215.00
Payment Amount	
Payment for:	Invoice#270436
1157TK	

Thank You

Please detach and return with payment



Customer: Taft College

Invoice	Effective	Transaction	Description	Amount
270436	08/01/2021	Renew policy	Policy #1157TK 08/01/2021-08/01/2022 Anthem-Blue Cross Basic - Renew policy Due Date: 8/11/2021	48,215.00

Total

\$ 48,215.00

Thank You

Student Insurance, CA. Lic #0386216
 6320 Canoga Avenue 12th Floor
 Woodland Hills, CA 91367

Date

06/15/2021



INVOICE

Customer	Taft College
Acct #	76066
Date	06/15/2021
Customer Service	Kimberly Rowan Antonia Villarreal
Page	1 of 1

Taft College
 29 Cougar Court
 Taft, CA 93268

Payment Information	
Invoice Summary	\$ 4,837.00
Payment Amount	
Payment for:	Invoice#270437
PHPC003164	

Thank You

Please detach and return with payment



Customer: Taft College

Invoice	Effective	Transaction	Description	Amount
270437	08/01/2021	Renew policy	Policy #PHPC003164 08/01/2021-08/01/2022 Philadelphia Insurance Companies Catastrophic - Renew policy Due Date: 8/11/2021	4,837.00
Total				\$ 4,837.00

Thank You

Student Insurance, CA. Lic #0386216 6320 Canoga Avenue 12th Floor Woodland Hills, CA 91367	Date 06/15/2021
--	---------------------------

Date: June 23, 2021

Submitted by: Xiaohong Li, VP of Information & Institutional Effectiveness

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:
CCCApply Process Review Project

Background:

Due to COVID, the volume of College's data generated from various sources increased rapidly, which resulted in the College heavily relying on auto processes to process the data. The data loading from CCCApply to Banner system process is outdated and constantly causes issues including incorrectly flag first-time student status, mess up priority registration group coding, and unable to filter out fraudulent applications. In order to best serve students, the District is seeking consultants to help with reviewing and optimizing the data loading process.

Terms (if applicable):

Expense (if applicable):

The total cost for to complete the project will be \$25,000.00.

Fiscal Impact Including Source of Funds (if applicable):

Funding for this project is expected to be covered by the COVID relief funds.

Approved:  _____
Dr. Debra Daniels, Superintendent/President



Strata Information Group, Inc.
Statement of Work
(TAFTCOLLEGE-SOW119-WESTEKINTEGRATION)
June 22, 2021 (replaces previous version dated June 21, 2021)

Taft College	Westek Consulting and Support
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Under the terms of the Agreement dated January 5, 2009, and last amended July 1, 2019, Strata Information Group, Inc. (SIG) will provide consulting services for the staff of Taft College (Taft) as directed, to perform the following work.

Description of Work:

Taft has requested a proposal for consulting support on Westek integration and application setup. Additional details are listed on page 2.

Proposed Services:

Tasks	Remote Hours	On-site Hours	# of Trips
Functional and technical consulting: <ul style="list-style-type: none"> • Westek/Banner® integration and setup • Travel expenses 	150	0	0
Totals:	150	0	0

Summary of Estimated Costs:

Remote Labor:	On-site Labor:	Travel Expenses:	Total Cost:
\$25,500	\$0	\$0	\$25,500

Notes:

- Rate: \$170/hour for on-site and remote delivered services.
- SIG will invoice monthly for the consulting hours provided.
- The hours estimate includes project management, preparation time, remote labor, and the development of engagement reports.
- Travel expenses, if applicable:
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,800 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach fares and the use of the client's recommended lodging.
 - Actual travel expenses may be lower or higher than estimated. Costs may be adjusted between the labor and travel expense categories to accommodate this as long as the total cost is not exceeded.
 - SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$61 per full on-site day \$45.75 per partial day.
- Costs exclude all state taxes, if applicable.

For Taft College:

For Strata Information Group, Inc.:

 Signature Date

DocuSigned by:

 420EAC60C4C2492...

 Henry A. Eimstad
 President

Jun-22-2021 DS
MC

 Date

 (Please print name and title)

General Outline of Services

These services are subject to change depending on Taft's priorities, needs, and availability of staff and systems.

Detail tasks:

- Configure baseline Admissions to allow for data load of external admissions applications.
- Review and test catalog year/expected graduation/veteran/first time student status updates via CCCApply and ensure first time student status are loaded correctly into Banner® tables.
- Review and test registration group assignments.
- Fix student status
 - This will also fix some of the problems with priority registration.
 - Provide support for analysis, coding changes, and testing as needed (*not to exceed the scope of this engagement*).
- Provide support for expected grad date, add calculation, and testing.
- Make sure veteran status loads to correct Banner® tables - tables are required as some tables already are included such as spppers.

Date: June 23, 2021
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: May 26, 2021

Title of Board Item:
Purchase of Taft College Centennial Logo Banners

Background:
The purchase of these banners will commemorate and communicate the College's centennial year. The banners will be displayed on campus and in the community.

Terms (if applicable):
N/A

Expense (if applicable):
\$26,945.49

Fiscal Impact Including Source of Funds (if applicable):
Expenses will be paid for by District funding.

Approved: 
Dr. Debra Daniels, Superintendent/President

ESTIMATE

EST-341

Payment Terms: Cash Customer

3232 Rio Mirada, Suite C2
Bakersfield, CA 93308
(661) 379-6545



TM SIGNS & GRAPHICS
Be Visible
TMSignsAndGraphics.com

DESCRIPTION: Anniversary Banners - Ver 2 (updated 6/23/21 to reflect increased quantities)

Created Date: 6/14/2021

Pickup At: TM Signs and Graphics
29 Cougar Ct
Taft, CA 93268
US

Bill To: Taft College
29 Cougar Ct
Taft, CA 93268
US

Salesperson: Mike Moore

Requested By: Susan Groveman
Email: sgvoveman@taftcollege.edu
Cell Phone: (626) 818-4143

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	30" x 60" Double-sided, full color banner (Black Version)	74	\$136.9728	\$10,135.99
1.1	Banner - 18oz - Double-sided 22oz printed banner			
	Part Qty: 1			
	Width: 30.00"			
	Height: 60.00"			
	Pole Mounting Bracket - for banners - Mounting brackets (1 kit per banner)			
	Part Qty: 1			
1.2	30" x 60" Double-sided, full color banner (White Version)	74	\$136.9728	\$10,135.99
2.1	Banner - 18oz - Double-sided 22oz printed banner			
	Part Qty: 1			
	Width: 30.00"			
	Height: 60.00"			
	Pole Mounting Bracket - for banners - Mounting brackets (1 kit per banner)			
	Part Qty: 1			
2.2	18" x 36" Double-sided, full color banner (Cougar+100 Years)	53	\$84.6411	\$4,485.98
3.1	Banner - 18oz - Double-sided 22oz printed banner			
	Part Qty: 1			
	Width: 18.00"			
	Height: 36.00"			
	Pole Mounting Bracket - for banners - Mounting brackets (1 kit per banner)			
	Part Qty: 1			
3.2	Picture of bracket materials	1	\$0.00	\$0.00
4				

4.1	Miscellaneous - This "part" is here to allow us to post a photo of the bracket assembly - Retail Price: \$0.00			
5	Schematic of bracket	1	\$0.00	\$0.00
5.1	Miscellaneous - This "part" is here to allow us to post a photo of the bracket schematic - Retail Price: \$0.00			

- THIS IS AN ESTIMATE. As such, an estimate is subject to alteration if new details are brought to light. Changes to size, layout or design will likely result in changes in estimated pricing.
- A 50% deposit is required for any invoice greater than \$500 BEFORE an estimate/order can be put into production. If the amount is less than \$500, full payment is required.
- Any balance of payment is due at the completion/installation of the project.

Base Subtotal:	\$24,757.96
Shipping:	\$145.00
Subtotal:	\$24,902.96
Taxes:	\$2,042.53
Grand Total:	\$26,945.49
Deposit Required:	\$13,472.75

Signature: _____ **Date:** _____

Date: June 22, 2021
Submitted by: Xiaohong Li, Interim VP of Information & Institutional Effectiveness
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

AMS.Net Annual Support Coverage Quote #Q-00053192, Cisco Network Hardware

Background:

The Taft College network infrastructure was built using Cisco network equipment. Working with AMS.Net, Taft College is able to maintain the bulk of the college network equipment under one maintenance support contract.

Terms (if applicable):

Terms vary as they are determined by the contract components as indicated on the contract.

Expense (if applicable):

Total cost is \$16,952.27.

Fiscal Impact Including Source of Funds (if applicable):

This contract cost is included in the 2021-2022 ITS budget.

Approved: _____



Dr. Debra Daniels, Superintendent/President



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

West Kern Community College District
 29 Cougar Court
 Taft CA, 93268 US
 ATTN: Mark Gibson

Ship To

West Kern Community College District
 29 Cougar Court
 Taft, CA 93268
 ATTN: Mark Gibson

Quote Description

Renewals 21-22

Quote #	#Q-00053192
Project #	94381
Modified	4/12/2021
Account Mgr.	Sean Harrington
AM Phone	(925) 245-4769
AM Email	sharrington@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	7/11/2021

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco Renewals. Support through 7/29/22					
1	CON-SNT-CT5508HA SMARTNET 8X5XNBD Cisco 5508 Series Wi Serial Numbers: FCW1804L04X	Cisco Systems Inc.	1.00	\$1,301.76	\$1,301.76
2	CON-SNT-FMC1000K SNTC-8X5XNBD Cisco Firepower Management Center 1000 C Serial Numbers: FCH2130V0H0	Cisco Systems Inc.	1.00	\$2,583.81	\$2,583.81
3	CON-SNT-FPR2130W SNTC-8X5XNBD Cisco Firepower 2130 NGFW Appliance, 1U, Serial Numbers: JMX2135Y01R	Cisco Systems Inc.	1.00	\$1,728.00	\$1,728.00
4	L-AC-APX-1Y-S1 Cisco AnyConnect Apex License, 1YR, 25-99 Users	Cisco Systems Inc.	25.00	\$8.24	\$206.00
5	CON-SNT-ISR4351V SNTC-8X5XNBD Cisco ISR 4351 UC Bundle, PVD4-64, UC L Serial Numbers: FLM232213P4	Cisco Systems Inc.	1.00	\$1,067.70	\$1,067.70



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

6	L-FPR2130T-TMC-1Y Cisco FPR2130 Threat Defense Threat, Malware and URL 1Y Subs	Cisco Systems Inc.	1.00	\$7,956.00	\$7,956.00
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Singlewire Renewal. Coverage Dates: 8/17/21-8/16/22

7	IPTA-M 300 Perpetual Endpoint Maintenance Subscription for TERM 1 Year(s)	Informacast	1.00	\$2,109.00	\$2,109.00
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Order Summary

Subtotal	\$16,952.27
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$16,952.27



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/
8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



BOARD AGENDA ITEM

Date: June 29, 2021
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: July 14, 2021

Title of Board Item:

Master Service Order Form Master Licensing Agreement with UKG Inc.

Background:

West Kern Community College District is implementing a Human Capital Management System UKG Ready through UKG Inc. This master agreement covers the implementation support, initial implementation and launch fees, monthly rate and grants licensing rights for District users.

Terms (if applicable):

36 months, renewal terms 12 months

Expense (if applicable):

\$10,000.00 One Time Implementation and Launch Fee
\$7.00 per employee monthly subscription

Fiscal Impact Including Source of Funds (if applicable):

Approved: _____


Dr. Debra Daniels, Superintendent/President



ORDER FORM

Effective Date: June 29, 2021

Customer Address: 29 Cougar Ct
Taft, CA 93268

Customer Legal Name: West Kern Community College District
Customer Name: West Kern Community College District
AR or Contract#:
UKG Representative: Patrick Dolabany
UKG Division: SMB West

Contact Name: Heather DelRosario
Contact Title: VP HR
Contact Email: hdelrosario@taftcollege.edu
Contact Phone: 661-763-7700

Initial Term: thirty six (36) months from Commencement Date
Commencement Date: four (4) months
from Effective Date of this Order Form

Renewal Term: 12 months
Subscription Offering fee increase per Renewal
Term: 5%
Payment Term: Net 30 Days
Subscription Offering Billing Frequency: Monthly in
Arrears

1. Subscription Offering

Product	Minimum Quantity	Employee Type	Subscription Fee
Ready HR	500	Active Employee	USD 7.00
Ready ACA Manager			
Ready Talent Acquisition			
Ready Performance Management			
Ready Integration Hub			

The monthly subscription amount (number of employees multiplied by the Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity above.

To reconcile for actual employee counts vs. the monthly Minimum Quantity, promptly following the end of each quarter term starting from the Commencement Date, UKG will invoice Customer for the actual number of employees in each month of the previous quarter term that exceeded the Minimum Quantity ("Incremental Quantity").

Services	Launch Quantity	Total Price
Launch	500	USD 10,000.00

In addition, Customer shall be invoiced an additional Launch fee at the rate of USD100.00 per employee, for each employee in existence as of the live date that exceeds 110% of the Launch Quantity as set forth above. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the live date for such product and Customer shall not be charged for any additional Launch fees subsequent to that date.

The Launch Services shall be provided to Customer for only the services as set forth in the Professional Services Engagement Overview document which is made a part hereof and incorporated by reference as Attachment 1. Launch Services outside of the scope of the Professional Services Engagement Overview document shall be quoted to Customer and provided upon a work order or similar document executed by both parties.

2. Payment Terms

The Subscription Fees are due monthly in arrears based upon the actual number of employees, subject to the minimums as set forth in this Agreement, and invoiced on or about five (5) days following the end of each month commencing on the Commencement Date.

Customer agrees that UKG Inc shall direct debit its designated bank account for the applicable invoice amount on or about the twenty first (21) day of Customer's receipt of invoice. Customer shall provide UKG Inc with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Agreement.

The Launch Fee of USD 10,000.00 is due on the Effective Date of this Order Form.

3. This Order Form and the Attachments, attached hereto and made a part of this Order Form, represents the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the parties about its subject matter.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Order Form may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Order Form but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Order Form by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Order Form.

Unless otherwise indicated above, this Order Form is subject to the terms and conditions of that certain UKG Ready Agreement between the parties with an effective date of June 29, 2021 (the "Agreement"). All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Order Form. In the event of a conflict between the terms of this Order Form and the Agreement, the terms of this Order Form will govern.

This Order Form is subject to applicable taxes. The actual tax amount to be paid by Customer will be show on Customer's invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate".

West Kern Community College District

UKG Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

Attachment 1
Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by UKG for the Setup Fees indicated on the applicable Order Form, to West Kern Community College District ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The UKG Ready Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your UKG Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your UKG Ready SaaS Solution

Customer and UKG are deploying the following UKG Ready modules with 1 location(s) and 0 collective bargaining agreement(s).

Core Modules	Employees	Deployments	Estimated Duration *from project kickoff	
UKG Ready HR	500	1	75	Days
Value Add Modules				
UKG Ready ACA Manager	500	1	15	Days
UKG Ready Performance Management	500	1	30	Days
UKG Ready Talent Acquisition	500	1	30	Days

Customer and UKG Collaboration

A successful Professional Services Engagement will require close collaboration between Customer and UKG. The UKG Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, West Kern Community College District Facilities Corporation and UKG will deploy the following core modules and functionality in 75 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

UKG Ready Core UKG Delivered Value

HR Module core functionality	<p>UKG Ready HR core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through:</p> <ul style="list-style-type: none"> • Core employee demographics • Onboarding • Checklists <ul style="list-style-type: none"> ◦ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed • Personnel management • Benefits administration • Open enrollment / life event • Work Flows <ul style="list-style-type: none"> ◦ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed • HR documents & forms <ul style="list-style-type: none"> ◦ Up to 10 custom forms will be configured by the UKG project team, however the Customer can configure as many as needed • Incident tracking • Certification / Credential • Asset management • Compliance reporting • Standard reporting • One-Time data load using customer-supplied data for current year in a standard UKG-supplied format • Interface bundle using customer supplied data in standard file formats • HR Admin Training
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Integration Hub	<p>UKG Ready Integration Hub enables data to flow between UKG Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard UKG Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. UKG will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (To/From) any 3rd party system and UKG is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with UKG and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. UKG will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and UKG to provide the data in the UKG format for imports. UKG will create a report from standard UKG Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> • HR Interface bundle using customer supplied data in standard file formats <ul style="list-style-type: none"> ◦ Benefit enrollment export ◦ Employee benefit deduction import ◦ Standard employee demographic export
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Value-Add Functionality Deliverables

Once your core functionality is deployed, UKG will work in close collaboration with Customer to deploy the following Value-Add modules and/or functionality over time in in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	UKG Delivered Value
ACA Manager Module	<p>UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability* • Settings for minimum value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard UKG-supplied format <p>*ACA Function requires UKG Ready Payroll **ACA Function requires UKG Ready HR</p> <p>Please Note: Maximum value when used with UKG Ready Time, HR & Payroll</p>

Performance Management	<p>UKG Ready PM provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Full Performance Configuration <ul style="list-style-type: none"> ◦ Up to 3 review profiles will be configured by the UKG project team, however the Customer can configure as many as needed • Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customer will be responsible for the setup of each development area. <p>Please note: UKG Ready PM requires UKG Ready HR</p>
Talent Acquisition	<p>UKG Ready TA provides proactive administration of your Recruitment strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> • Applicant Configuration • Job Requisitions • Work Flows <ul style="list-style-type: none"> ◦ Up to 5 will be configured by the UKG project team, however the Customer can configure as many as needed • Applicant Administration • Checklists <ul style="list-style-type: none"> ◦ Up to 5 will be configured by the UKG project team, however the Customer can configure as many as needed • Tracking/recruitment custom forms <ul style="list-style-type: none"> ◦ Up to 5 custom forms will be configured by the UKG project team, however the Customer can configure as many as needed • Talent tracking – training, skills, certifications • Communication and Notification templates <ul style="list-style-type: none"> ◦ Up to 5 will be configured by the UKG project team, however the Customer can configure as many as needed • Standard reporting <p>Please Note: UKG Ready TA requires UKG Ready HR</p>

Administrator and Super User Training

Included in each Customer's software subscription, UKG will provide the following training:

WR Core Training	UKG Delivered Value
Administrator and Super User Training	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> • UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: <ul style="list-style-type: none"> ◦ Interactive self-paced, on-demand modules ◦ "How to" videos and snippets ◦ Printable job aids • Recommended learning plan(s) aligned to each user's roles within UKG Ready <ul style="list-style-type: none"> • Online, public instructor-led class(es) • "Train the Trainer" enablement and materials <ul style="list-style-type: none"> ◦ Editable templates and tools to be leveraged by the administrators to deliver manager and employee training ◦ Manager and employee-focused job aids for common tasks within UKG Ready
Change Management and User Adoption Training	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

Assumptions and Notes

UKG has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
 - Please note that in the event that Customer requests UKG to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by UKG.
 - Such expenses shall be subject to the then-current standard UKG travel and expense policies, which UKG will provide to Customer upon request.

- o UKG shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a UKG Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
 - o Completing all required, UKG supplied templates used to complete the Discovery process
 - o Physical installation and/or mounting of all time clocks associated with this project.
 - UKG will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
 - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
 - o Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by UKG
 - o Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
 - o Providing all required data imports in the approved UKG format
 - o Providing all required specifications for any exports from UKG to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the UKG Ready Professional Services Discovery process.
- UKG will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- UKG will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by UKG.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the UKG implementation team.

PROJECT DELAYS

Should the need arise to place a project on hold due to issues not controlled by UKG, UKG will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, UKG reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project UKG will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re- engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your UKG Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

UKG will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. UKG will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the UKG Ready Order Form The Customer may provide approval in writing via email or an alternative agreed upon method.

UKG READY SOFTWARE AS A SERVICE AGREEMENT

West Kern Community College District, a California corporation, (“Customer”) and UKG Inc., a Delaware corporation, (“UKG”) agree that effective as of June 29, 2021 the terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Ready SaaS Applications in UKG’s hosting environment and the services related thereto, specified on a UKG Order Form. The Applications described on the Order Form shall be delivered by means of Customer’s permitted access to the infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND UKG.

1. DEFINITIONS

“**Agreement**” means these terms and conditions and the Order Form(s).

“**Application(s)**” or “**SaaS Application(s)**” means those UKG software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“**Billing Start Date**” means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer’s then-existing Services shall be the date the applicable Order Form is executed by UKG and Customer.

“**Confidential Information**” means any non-public information of a party or its Suppliers relating to such entity’s business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

“**Customer Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

“**Documentation**” means technical publications published by UKG relating to the use of the Services.

“**Educational Content**” has the meanings ascribed in Section 7.3.

“**Initial Term**” means the initial term of the Services as indicated on the Order Form.

“**Monthly Service Fee(s)**” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“**Order Form**” means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Renewal Term**” means the renewal term of the Services as indicated on the Order Form.

“**Services**” means accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a UKG website, and all such services, items and offerings accessed by Customer therein

“**Supplier**” means any contractor, subcontractor or licensor of UKG providing software and/or services to UKG which are incorporated into or otherwise related to the Services.

“**Term**” means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, UKG may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 14 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other

party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for services not delivered by UKG;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;

(c) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and

(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Unless otherwise mutually agreed to by the parties, Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Content. UKG will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT

3.1 Customer shall pay UKG the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 15.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, UKG will bill Customer for all implementation services in advance. All payments and fees due under this Agreement shall be due thirty (30) days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege.

3.2 Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net thirty (30) days following date of invoice. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. UKG will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") or compensated employee (herein "Compensated Employee") per month usage basis; (c) per transaction basis (e.g. pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee or Compensated Employee, as applicable on an Order Form, during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of UKG's delivery of the Services on a variable fee basis, Customer agrees to pay UKG each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by UKG based the amounts identified on all Order Forms for Customer's Usage of the Services. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by UKG for non-payment or otherwise terminated by UKG for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees through the then-current Term.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such amounts are paid in full. UKG will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.5 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Monthly Service Fee rates in an amount as set forth in an Order Form. The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, UKG will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of UKG and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of UKG's licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of UKG who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 UKG will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. UKG also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or as otherwise set forth in this Agreement.

4.5 UKG reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after UKG posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

4.6 Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at <https://www.kronos.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to UKG that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to UKG that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the UKG systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software and third party services); and (b) provide UKG and UKG's representatives with such physical or remote access to Customer's computer and network environment as UKG deems

reasonably necessary in order for UKG to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for UKG to perform its obligations under the Agreement. UKG is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee or Compensated Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. UKG will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and workflows obtained from Customer during the discovery portion of the implementation. Customer shall provide UKG with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. UKG and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.

7.3 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by UKG. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

Technical Account Manager. Customers purchasing a UKG Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. UKG acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants UKG permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services UKG offers to customers. In addition, UKG may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. SERVICE LEVEL AGREEMENT

UKG SHALL: (A) PROVIDE BASIC SUPPORT FOR THE SERVICES AT NO ADDITIONAL CHARGE, (B) USE COMMERCIALY REASONABLE EFFORTS TO MAKE THE SERVICES AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, EXCEPT FOR: (I) PLANNED DOWNTIME IN ACCORDANCE WITH UKG'S STANDARD MAINTENANCE WINDOWS, OR (II) ANY UNAVAILABILITY CAUSED BY CIRCUMSTANCES BEYOND UKG'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF NATURE, ACTS OF GOVERNMENT, FLOODS, FIRES, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING UKG EMPLOYEES), INTERNET SERVICE PROVIDER FAILURES OR DELAYS, OR DENIAL OF SERVICE ATTACKS, AND (C) PROVIDE SERVICES IN ACCORDANCE WITH APPLICABLE LAWS AND GOVERNMENT REGULATIONS.

10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

10.1 UKG represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

10.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing, and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

EXCEPT AS PROVIDED FOR IN THIS SECTION 10, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH

A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES OR THE SAAS APPLICATIONS NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

11. DATA SECURITY AND PRIVACY

11.1 As part of the Services, UKG shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular UKG supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and UKG, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to UKG is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by UKG and UKG's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for UKG to carry out UKG's duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on UKG as a result of provision of the Services. Customer will ensure that: (a) the transfer to UKG and storage of any Personally Identifiable Data by UKG or UKG's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

11.4 UKG will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

11.5 Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by UKG to carry out processing activities on Customer Content on behalf of Customer can be made available to Customer upon Customer's written request.

12. INDEMNIFICATION

12.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

12.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to UKG or Suppliers, UKG's maximum liability will be to assign to Customer UKG's or Supplier's recovery rights with respect to such infringement claims, provided that UKG or UKG's Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

12.3 Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "UKG Indemnified Parties") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or

information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

12.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

13.3 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UKG DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, SAAS APPLICATIONS OR SYSTEMS OR MACHINE ERROR.

14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

14.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 14, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 14, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

14.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

15. GENERAL

15.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which UKG is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

15.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

15.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

15.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

15.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

15.6 No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

15.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

15.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

15.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

15.10 No third-party beneficiaries exist under this Agreement.

15.11 This Agreement and any information expressly incorporated by reference herein, together with the addenda, exhibits, attachments, and schedules attached hereto and applicable Order Form(s), constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

West Kern Community College District

UKG Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

Date: June 22, 2021

Submitted by: Xiaohong Li, VP of Information & Institutional Effectiveness

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval

Board Meeting Date: July 14, 2021

Title of Board Item:

Cisco Umbrella Insights Annual License Renewal

Background:

The Cisco Umbrella Insights is a DNS service that checks URLs to make sure that they are not blacklisted. Reports are received daily informing IT about blocked URLs. This service, renewed annually, continues to be an additional layer of protections from Malware and other security issues.

Terms (if applicable):

Software license renewal term dates are July 26, 2021 - July 25, 2022

Expense (if applicable):

The total cost of the annual renewal is \$4,212.00.

Fiscal Impact Including Source of Funds (if applicable):

This cost is included in the 2021 - 2022 IT Budget.

Approved: _____



Dr. Debra Daniels, Superintendent/President



PRICE QUOTE

QUOTE ID: 545988
 Revision: 1
 CUSTOMER ID: 7476449
 QUOTE DATE: 04/27/2021
 QUOTE EXPIRES: 05/28/2021
 PAYMENT TERMS: Net 30 Days
 FOB: Port of Origin

230 N Milwaukee Ave
 Vernon Hills, IL 60061
 847-371-5600

Project: Cisco Umbrella Insights
 Attention: Dana Hicks
 Prepared for: West Kern Community College
 Dist.
 29 Cougar Court
 Taft, CA
 93268

Sales Person: Brett Bradford
 Phone: (312) 705-3294
 Fax: (312) 705-7631
 Email: brelbra@cdwg.com
 ISR: Laura Pearce
 Phone: (920) 996-3060
 Email: laura.pearce@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1			Subscription Sub307140		
1-2			Renewal Dates From 26-Jul-2021 to 25-Jul-2022 1 year		
1-3			UMBRELLA-MR-SUB		
1-4	1	UMBRELLA-MR-SUB	Umbrella Cloud Security Subscription	\$ -	\$ -
1-5	312	UMB-INSIGHTS-K9	Umbrella Insights	\$ 13.50	\$ 4,212.00
1-6	1	UMB-SUPT-B	Umbrella Support - Basic	\$ -	\$ -
1-7	1	CTR-CLOUD-LIC	Cisco Threat Response for bundling with XaaS Offers	\$ -	\$ -

Quote Total: \$ 4,212.00

CUSTOMER IS RESPONSIBLE TO PAY FREIGHT CHARGES. ESTIMATED OR ACTUAL FREIGHT CHARGES ARE NOT INCLUDED IN QUOTES (UNLESS SPECIFICALLY STATED). THIS QUOTE EXCLUDES SALES TAX (UNLESS SPECIFICALLY STATED). SALES AND SERVICES ARE GOVERNED BY THE SIGNED AGREEMENT YOU MAY HAVE WITH CDW. IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN THE "TERMS & CONDITIONS" LINK AT <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>. BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. THIS DOCUMENT IS CONFIDENTIAL.

BOARD AGENDA ITEM

Date: June 29, 2021

Submitted by: Meghan Hall-Silveira, Director of Child Development Center

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification

Board Meeting Date: July 14, 2021

Title of Board Item:
ChildPilot Agreement

Background:

The ChildPilot child care management software will allow a secure database of student information to be accessible in an online portal and to engage family members with communication ability with staff. This system will also allow contactless check-in and attendance record keeping.

Terms (if applicable):

Effective 6/2/21; Renews Annually Automatically

Expense (if applicable):

\$180.00 per Month; \$200.00 Activation/Training Fee

Fiscal Impact Including Source of Funds (if applicable):

Expenses are included in the Child Development Budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



ChildPilot Pricing Agreement

Service Provider: ChildPilot

Client: Taft College Children's Center

Contact Name: Brooke Campbell

Phone Number: 661-763-7861

Email Address: bcampbell@taftcollege.edu

Address, City, State, Zip: 29 Cougar Court Taft, CA 932684

CHILDPILOT TERMS AND CONDITIONS

THIS PRICING AGREEMENT is made by and between the above described Service Provider ("ChildPilot"), and the above described Client ("Taft College Children's Center"). By agreeing to pricing terms below, Client agrees to standard terms and conditions outlined in ChildPilot's Service Agreement. Terms can be found on the following site : <http://childpilot.com/terms.aspx>

I. CHILDPILOT MANAGEMENT SERVICES

- ChildPilot First Class: Monthly fee of \$180.00 per month for all of ChildPilot's features including 5000 texts/month + 6 free digitized document
- Activation/Training Fee: \$200.00

II. PAYMENT TERMS

- A. The agreement will begin on June 2nd, 2021, the License/Activation Fee of \$200.00 will be due of Invoice on June 2nd, 2021. The Monthly Service Fee of \$180.00 will be invoiced on July, 1st 2021 . Annual Payment will receive a 10% discount on 12 months of services at \$180.00 per month.

Accounts 15 days past due may result in service interruption, accounts 30 days past due will result in a \$25.00 late fee.

B.

Going over your ChildPilot package text count and document terms will result in a charge of \$0.03 per text and \$2 per online document page.

III. CLIENT RESPONSIBILITIES

- A. Client agrees to provide ChildPilot with an honest testimonial after 3+ months of using ChildPilot Software. Client also agrees to promote ChildPilot software to its members and other Childcare Providers they network with or may have contact with.

IV. CHILDPILOT OBLIGATIONS

- A. Set up and maintain a secure partitioned database of the client's member information.
- B. Maintain Firewalls, Anti-Virus and Malware Protection.
- C. Wipe Clean and Install ChildPilot software.
- D. Run one backup daily and store off site.
- E. ChildPilot agrees to provide high levels of system reliability, availability and security as outlined in section VII.
- F. Never allow spam to be sent to your members from ChildPilot servers.

- G. Never to sell or share your member information.
- H. Provide all updates and new published features to Clients software at no additional cost to Client.
- I. Provide training for Administrators and Staff.
- J. Provide Email support 24 hours 7 days a week, with 24 response time guaranteed.
- K. Provide telephone support Monday to Friday 9:00 AM to 5:00 PM CST and after hours in cases of emergencies.

V. AGREEMENT TERMS, RENEWAL & TERMINATION

- A. The initial term of this agreement shall commence on the date of execution by both parties and shall continue for a period of twelve (12) Months from the date of commencement, unless terminated as provided below. Thereafter, the agreement shall automatically renew for successive periods of twelve (12) months unless terminated as provided below.
- B. Default: Either party may, at its option, terminate this agreement any time if the other party defaults in the performance of a material obligation hereunder and if such default has not been corrected within 30 days after receipt of written notice describing such default.
- C. Insolvency: If either party (i) becomes the subject of any voluntary or involuntary bankruptcy or other insolvency proceedings, or (ii) ceases to be actively engaged in business, or (iii) becomes financially incapable of fulfilling its obligations under this Agreement, the other party may terminate this agreement.
- D. Termination Without Cause: In any event, this Agreement may be terminated by either party with thirty (30) days prior written notice.
- E. Early Termination Fee: If Client terminates prior to the twelve months of the initial agreement without thirty (30) days prior written notice, the client agrees to pay an Early Termination Fee of \$2,500.

VI. LIMITED WARRANTY: INDEMNIFICATION

- A. ChildPilot Inc. makes no warranties, expressed or implied, including but not limited to the implied warranty of merchantability and fitness for a particular purpose, with regard to the Services. ChildPilot does not warrant that the software used in its Software is free from all bugs, errors or omissions. No representation or statement not expressly contained in this agreement shall be binding upon ChildPilot, Inc, as a warranty or otherwise.

VII. SERVICE LEVEL AGREEMENT (SLA)

- A. Availability Guarantee – ChildPilot offers a 99.0% uptime guarantee on all registration system related services to include both Online and Direct forms of registration. Client or Client customer generated outages created by client failed equipment, Internet service, hardware/software configuration, browser incompatibilities or other Client related issues are not covered under this Guarantee. Failure of ChildPilot to meet this level of availability will result in service credits as outlined in section E, Service Credits.
- B. Database Backup Guarantee – ChildPilot shall at a minimum maintain an automated database backup system for Client which performs backups to the following schedule:
 - Hourly backups shall be performed every six hours for up to 48 hours.
 - Daily backups shall be performed once per day for up to 7 days.
 - Weekly backups shall be performed once per week for up to 4 weeks.
- C. Client Database Backup Access or Restore Requests - In general, backup databases shall be maintained for the sole purpose of securing Client against data loss due to ChildPilot hardware failures, software failures, viruses or other causes not due to normal customer system use. However, in the event that Client requests ad-hoc restoration of database backups, ChildPilot will service this special request to the best of its ability and the Client shall pay in advance for servicing said request on a time and material basis.
 - To clarify, this pertains to cases where you or another employee has badly messed up the data(accidentally deleting multiple families or vital invoices) where an engineer has to take time to go and manually restore your data from an existing backup.

AGREED:

ChildPilot Rep/Agent

Michelle Carter

Signature

Michelle Carter

Printed Name

6/02/2021

Date

Client

Signature

Printed Name

5/13/2021

Date

Date: July 6, 2021
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval



Board Meeting Date: July 14, 2021

Title of Board Item: Request for Approval of SSD Alarm Burglar Alarm Monitoring Agreement for Taft College Bookstore

Background:

Security Signal Devices, Inc. (SSD Alarm) provides a variety of systems monitoring services, including burglar alarm monitoring services. This is an agreement with SSD Alarm for burglar alarm systems monitoring, including monitoring for motion detection and intrusion, for the Taft College Bookstore located in the new Student Center building.

Terms (if applicable):

June 28, 2021 to June 28, 2026.

Expense (if applicable):

\$99.00 installation fee, and \$59.95 per month to be paid quarterly.

Fiscal Impact Including Source of Funds (if applicable):

These expenses are budgeted in the Taft College Bookstore budget.

Approved: 
Dr. Debra Daniels, Superintendent/President



SSD Alarm

2701 Fruitvale Ave.
Bakersfield, CA 93308
661-588-4357

Alarm Company License: ACO#1434
State Contractors License:(C-7,C-10,C-16) #557497

- New System or Takeover
 New Owner Resign
 Addition to Current Contract
 Name Change
 Alteration Cancel Former Contract

This agreement is made this 28th day of June, 2021, by and between SECURITY SIGNAL DEVICES, INC., a California corporation hereinafter called "SSD" and Taft College hereinafter called "Subscriber".

(1) **INSTALLATION.** SSD agrees to install, or cause to be installed, and, if applicable, to provide monitoring and/or other services, without liability and not as an insurer, the security/fire System, hereinafter sometimes referred to as the "System(s)", as set forth herein. Installation location:

29 Cougar Ct. (Bookstore)
Taft CA 93268-
() -

Approximate Installation Start Date: 07/16/2021
Approximate Installation Completion Date: 07/30/2021

(2) TERM AND PAYMENT

Failure by SSD, without justification, to substantially commence work within 20 days from the approximate date specified above is a violation of the Alarm Company Act.

Subscriber hereby agrees to pay SSD, its agents or assigns, the total installation sum of \$99.00 including \$99.00 herewith and \$0.00 upon the completion of installation or at the option of SSD progress invoices will be billed and Subscriber agrees to pay within 25 days of the date of the invoice, and \$59.95 monthly, to be paid Monthly; Quarterly; or Annually in Advance; plus applicable state and/or local tax(es), for a period of sixty(60) Months from the date the above described work is completed unless otherwise stated. This agreement shall automatically renew itself for additional sixty (60) Month periods, at the then existing monthly rate unless either party shall notify the other, in writing, via certified mail, of its intention to terminate, not less than ninety (90) days prior to the expiration of the original term or any subsequent term thereafter.

(3) **ALARM PERMIT FEES.** Subscriber understands that some cities may require an alarm permit and an application fee in order to legally operate the alarm System and receive police and/or fire department response. It is Subscriber's responsibility to contact the proper city office and obtain and pay for any such permit, as well as obtain and abide by the rules and guidelines pertaining to the use of their System.

(4) **TELEPHONE COMPANY CHARGES.** Any applicable telephone company connection fees, jack installation fees or related monthly charges are not included and will be billed separately by the phone provider or SSD. Calls to the 911 emergency operators cannot be made when the System is activated and some telephone services such as DSL and VOIP may affect reliability. Therefore Subscriber may wish to have the System connected to a separate communication or back-up transmission method. If Subscriber's telephone, cellular or internet service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to SSD and the Monitoring Center will not know of the service problem.

(5) **FIRE ALARM SYSTEMS.** Unless otherwise stated herein, any required periodic fire alarm testing is not included and will be billed on an hourly basis. Should any local fire authority now or in the future determine that modifications or additional equipment is necessary, this agreement will be modified as needed and Subscriber agrees to pay for any additional fees. Unless otherwise stated herein, any required engineered drawings, submittals, permit plan check fees and/or inspection fees are not included and will be paid by Subscriber. Subscriber agrees to reimburse SSD for any such expenses as well as all related labor at SSD's current labor rates. Subscriber agrees to comply with all applicable local and national fire system installation, testing and maintenance regulations. Subscriber authorizes SSD to perform any necessary services to conform to the above regulations and agrees to pay SSD for those mandatory services. Subscriber to provide two dedicated phone lines with RJ31X jacks or alternative forms of communication approved by the AHJ, and 120 VAC power at each Fire Alarm Control. Unless otherwise stated herein, conduit, back boxes, and sprinkler devices are excluded and provided by others.

(6) **DISCLAIMER OF WARRANTIES.** SSD DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE ALARM SYSTEM OR SERVICES WILL PREVENT ANY LOSS; OR THAT THE ALARM SYSTEM OR SERVICES WILL PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. Subscriber acknowledges and agrees: that SSD has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose, nor has Subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees: that any affirmation or fact or promise shall not be deemed to create an express warranty, and that there are no warranties that extend beyond the face of this agreement hereof. Subscriber further acknowledges and agrees: that SSD is not an insurer; Subscriber assumes all risk of loss or damage to Subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this agreement, particularly Paragraph 17 and 18 which set forth SSD's maximum liability in the event of any loss or damage to Subscriber or anyone else.

(7) **BACK-UP ALARM COMMUNICATION:** Subscriber has been offered one or more of the following as a secondary means of system communication: Radio, Cellular, Internet and Landline, in the event Subscriber's primary systems communication method fails for any reason or is sabotaged. If Subscriber has opted to decline this additional level of protection, Subscriber understand that SSD has no control over and accepts no responsibility for any Radio, Cellular, Internet or Landline transmission failures.

Initial

(8) **RECEIPT OF COPY.** Subscriber acknowledges receipt of a copy of all pages as referenced above.

TERMS AND CONDITIONS CONTAINED ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF.

SECURITY SIGNAL DEVICES, INC.
Presented By: Nick Mihalopoulos
Alarm Agent #: 533936

BY: DATE:
(Customer Authorized Signature)

APPROVED: _____
(SSD Authorized Signature)

NAME: TITLE:
(Customer Print Name)

THIS AGREEMENT SHALL NOT BE BINDING UPON SSD UNLESS EITHER APPROVED IN WRITING BY AN AUTHORIZED ADMINISTRATOR OF SSD OR SSD BEGINS THE INSTALLATION OR COMMENCES SERVICE. IN THE EVENT OF FAILURE OF APPROVAL, SSD'S SOLE LIABILITY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO SSD UPON THE SIGNING OF THIS AGREEMENT LESS ANY COSTS INCURRED BY SSD. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY AN AUTHORIZED ADMINISTRATOR OF SSD AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

This Agreement may be executed and transmitted by facsimile, email, Adobe/PDF format, or other similar media, each of which shall be deemed an original signed by the transmitting party, the authenticity of which signature(s) shall be deemed to be affirmatively represented by the transmission.

(9) INSTALLATION OF SYSTEM. Subscriber will permit SSD to install the System(s) during SSD's normal business hours and will provide SSD uninterrupted access to Subscriber's premises. Subscriber warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System(s) under all conditions set forth herein. Subscriber has approved the locations of where all devices will be installed. Pricing provided is based on job site conditions allowing unobstructed access to all wire pathways and device locations throughout the facility. In the event site conditions change and impede the installation of the system, additional labor and materials may be required to complete the installation and will be chargeable to the subscriber. If the alarm System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. Subscriber will provide 24 hour -110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves etc.) that SSD deems reasonably necessary to facilitate the installation and operation of the System(s). Subscriber will provide adequate lighting for any CCTV System. Subscriber understands Camera protection is not intended to provide coverage beyond a limited field of view and that SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, fog, rain, weather, distance, angle of view, blockage, power, etc. If telephone or utility services or wiring are necessary for the installation and operation of the System, Subscriber will provide them at Subscriber's expense. Subscriber has the affirmative duty to inform SSD, in writing, prior to beginning of installation, of every location at the premises where SSD should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, SSD will determine where to drill holes and place equipment. SSD will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be Subscriber's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, SSD will cease work until Subscriber has, at Subscriber's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to SSD personnel. In no case shall SSD be liable for discovery or exposure of asbestos or other hazardous material. Upon completion of the System(s), Subscriber will thoroughly inspect the System(s) to verify that all equipment has been installed and is working properly. SSD will thoroughly instruct Subscriber in the proper use of the System. In the event there is a discrepancy the Subscriber will notify SSD, in writing via certified mail, within ten (10) days after completion; otherwise the System(s) will have been accepted by Subscriber. SSD assumes no liability for delay in installation or for interruption of service due to labor dispute, riots, power failures, insurrection, interruption of or unavailability of phone service, acts of God, bad weather, terrorism, delays caused by other trades or any other cause beyond the control of SSD and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue. In the event of any of the aforementioned delays, subscriber agrees to reimburse SSD for any additional costs that SSD may incur. Starting the installation of wiring or delivery of any equipment to your premises or initiating plan engineering of the system will constitute substantial commencement of the work to be performed. Radio communicators may be replaced temporarily or permanently, at the sole discretion of SSD, if radio coverage is insufficient.

(10) OWNERSHIP OF SYSTEM. (a) Unless otherwise indicated herein, the entire System, including all devices, instruments, and all connections, wires, conduits and other materials associated therewith, except telephone company lines, is and shall at all times remain the sole property of SSD. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to SSD the cost of repair or replacement for any loss or damage to SSD'S equipment including but not limited to loss by fire, earthquake, riots, flood, or other damage or destruction. At the conclusion of this agreement, including any renewal term, the equipment and wiring is not to be disturbed, removed or utilized by Subscriber or any third party unless SSD has agreed in writing to sell the System or wiring. Any unauthorized conversion of this equipment will be billed to Subscriber and Subscriber agrees to pay that bill upon demand. At the end of this agreement, Subscriber will permit SSD to remove all or any portion of the System and SSD may choose to abandon all or any portion of the System. (b) Where Subscriber purchases the alarm System, the digital communicator, yard signs and decals shall at all times remain the property of SSD, and may be removed by SSD unless Subscriber continues to subscribe to monitoring service. Subscriber will notify SSD via certified mail no later than 30 days in advance of any intention to vacate the premise or sell the property/business. Such event will not relieve the Subscriber of any other obligations hereunder.

(11) REPAIR SERVICE. Unless otherwise stated herein SSD will repair the newly installed System at no labor charge for a period of ninety (90) days, and will provide parts at no charge for a period of one (1) year. After the expiration of these time periods, all service calls will be billed on a time and material basis. Unless otherwise stated herein, all existing devices are repairable on a time and material basis. "When contracted for, the SSD Provided System (SPS) is covered for all repairs and service excluding lift charges and batteries for wireless devices, if required. If any part of the (SPS) system cannot be repaired and is no longer available, it will be replaced with equipment having at least the same quality and performance at no charge. Remote code changes are included provided that the code change can be made remotely from SSD's Central Monitoring Station. Systems which do not allow remote access will require an SSD trained technician to implement the code change while on site, and Subscriber accepts SSD's standard service rates in order to facilitate this change. "When contracted for, the Full Service Plan includes parts and labor for all repairs and service excluding lift charges and batteries for wireless devices, if required. Notwithstanding any of the above, repairs required because of Subscriber's misuse or abuse of the System or damage from an external source, or act of God, will be charged to Subscriber. Subscriber shall pay all charges, which may result from any alteration, remodeling, repair, or other change to Subscriber's premises. Additions to, or changes in or rearrangement of the space protection components, necessary by stock, fixture, or structural changes, which shall be necessary to retain the original protection provided shall be at Subscriber's expense. Additionally, miscellaneous fees beyond the control of SSD (i.e. parking, inspection, plan submittal or plan engineering fees) shall be billed to Subscriber. SSD and/or its subcontractor(s) shall be the sole provider of service and Subscriber agrees not to allow any other person to service or disturb any of the equipment or wiring during the term of this agreement. SSD's obligation hereunder relates solely to the described services and SSD is in no way obligated to maintain, repair, service, or to assure the operation of the property, system or any other device or devices of the Subscriber or of others which SSD's system may be attached or connected which may include however not be limited to, HVAC, Duct Detectors, and all Sprinkler related devices. Further, SSD will not be held liable to repair or redecorate any portion of the Subscriber's premises upon removal of all or part of SSD's system. SPS and Full Service plans are subject to SSD's standard service hours of: Monday - Friday, 8:00am - 4:00pm, excluding weekends and holidays. Emergency service or service not performed on SSD's normal business days (Monday through Friday excluding holidays) between 8:00 am and 4:00 pm will be billed at the then prevailing emergency rates.

(12) TAXES, UTILITY CHARGES, OR MONTHLY CHARGES. (a) Any sales tax, property tax or other tax has not been calculated into this agreement and Subscriber agrees to pay any such tax, fines and penalties relating to this agreement when due. If SSD pays any of the above, Subscriber agrees to reimburse SSD on demand and to pay SSD on demand a \$15.00 processing fee for each payment SSD makes on Subscriber's behalf. Subscriber also agrees to pay SSD, on demand, any filing and releasing fees prescribed by the Uniform Commercial Code or other law. (b) Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of the above described work, SSD may at any time, increase the monthly service charges. Said increases are not to exceed an average of ten (10%) percent per year.

(13) MONITORING SERVICE. Unless given special verbal or written instruction to the contrary by Subscriber, or required otherwise by any governmental authority, when an alarm signal from the System is received, SSD's monitoring facility (the "Center") will attempt to telephone the proper police, fire department, private alarm response or other emergency personnel and the first available person on the Subscriber's emergency call list. When a non-emergency, trouble and/or supervisory signal is received, the Center will attempt to make contact at the site or with the first available person on the emergency call list but will not notify emergency authorities. To avoid false alarms, the Center may call Subscriber's premises first to determine if an actual emergency exists before calling any responders. If the Center has reason to believe that no actual emergency exists, it may choose not to place such notification calls. SSD may alter, amend, change or discontinue any part of this service if required to do so by governmental or insurance authorities. If any governmental agency requires or enacts verified response, any such fees related to this service, or private alarm response, will be billed to Subscriber who agrees to pay SSD for any such service. Under no circumstances shall any such event affect the validity or term(s) of this agreement. Further, Subscriber is aware and acknowledges that the system can be compromised in the event that; (i) the codes or devices used for access are lost, (ii) the communication transmission is compromised by a third party, (iii) the Subscriber's wireless network and/or router are down, lose communication, not maintained for any reason and, (iii) any other 3rd party breach out of the control of SSD. SSD shall have no liability for such third party unauthorized access and or Subscriber network/communication failure and SSD is not responsible for the security or privacy of any wireless network systems or router. It is the Subscriber's sole responsibility to secure access to the Subscriber provided network and communication path.

(14) **SUBSCRIBER'S RESPONSIBILITIES.** (a) Subscriber shall carefully and properly set the burglar alarm System immediately prior to the closing of the premises and carefully test the System daily during the term of this agreement. In the event remote or battery operated devices are installed, subscriber is responsible for periodic testing and replacement of the batteries as necessary. In the event any defect in the operation of the System develops, Subscriber shall notify SSD and SSD will repair such defective condition as soon as possible after the receipt of said notice. In the event Subscriber shall cause an excessive number of false alarms through carelessness, or malicious or accidental use of the alarm, video or other monitored System(s), in the event Subscriber shall in any manner misuse the System, it shall constitute a material breach of contract by Subscriber and SSD may, at its option, in addition to all other legal remedies, be excused from further performance upon giving ten (10) days' notice to Subscriber. SSD's excuse from performance will not affect SSD's right to recover damages from Subscriber. Unless otherwise indicated, the Subscriber is solely responsible for all governmental fees, false alarm fines and excess data charges resulting from the use of the System. In the event a fine, penalty or fee shall be assessed against SSD by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse SSD for payment of said false alarm fine, penalty, excess data charges or fee. In the event SSD shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally or negligently activates the alarm System and no emergency condition exists, then and in that event, Subscriber agrees to pay SSD for any such response at the then prevailing labor rate. (b) Subscriber agrees to furnish SSD a list of names, titles and emergency phone numbers of all persons authorized to enter the premises during closed periods. Upon written request, such persons shall be supplied by SSD with a pass card. Upon request, Subscriber agrees to furnish SSD with a daily and holiday opening and closing schedule, in writing. All changes and revisions to the above shall be supplied to SSD in writing. Subscriber acknowledges and will inform its employees and associates of the fact that SSD may monitor and record telephone conversations to or from SSD facilities for documentation and quality assurance purposes. (c) Subscriber authorizes and directs SSD to cause the arrest of any persons on or around the premises unauthorized by the Subscriber to enter the premises of Subscriber and to hold such persons until released by Subscriber or his known representative and in such case, Subscriber agrees to indemnify SSD and to hold SSD harmless against any liability or expenses resulting from any such action on the part of SSD or its representative in carrying out the aforesaid instructions. (d) Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animals or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the System while the System is on. In the event of a power failure or other interruption, at Subscriber's premises, Subscriber shall immediately notify SSD.

(15) **DEFAULT, TERMINATION, COLLECTION CHARGES.** In the event Subscriber defaults in the performance of any of the terms or conditions of this agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the remainder of this agreement shall become immediately due and payable at the option of SSD. Further, in the event of any default by Subscriber, or upon expiration of this agreement or any renewal term thereof, Subscriber hereby consents to SSD entering the aforesaid premises or any other premises where the property of SSD may be located for the purpose of removing all or part of the equipment belonging to SSD. In addition, Subscriber agrees to pay to SSD all sums to which SSD may be entitled under the law by virtue of said default. If any part of a payment is more than ten (10) days late, Subscriber agrees to pay a late charge of ten (10%) percent of the payment which is late or, if less, the maximum late charge allowed by applicable law. Subscriber also agrees to pay a collection charge of \$100.00 for each call made by SSD to collect late payments from Subscriber and/or any cost associated with the collection. Subscriber agrees immediately to discontinue any and all services without liability. At such time as the default is cured, the Subscriber agrees to pay a reconnoction fee of \$100.00 per System. Discontinuance of services or removal of the equipment and other items by SSD shall not be considered to be a breach by SSD of this agreement or waiver of SSD to such damages which it may be entitled to under the law, nor shall SSD be liable for any damage caused to the premises by the installation or removal of its equipment or the abandonment thereof. In the event of a breach by the subscriber of this agreement for any reason, SSD shall bring a claim within the time period set forth in the applicable statute of limitations in the state of which governs the enforcement of this agreement.

(16) **SUSPENSION.** This agreement may be suspended or cancelled without immediate notice and without liability or penalty, at the option of SSD, in the event SSD's Monitoring Center equipment is destroyed by fire, or by other means, or is so substantially damaged in SSD's sole opinion that it is impractical to continue service while any such such condition is corrected. All terms and conditions of this agreement will remain in force during this condition. At the client's request a pro-rated monitoring credit for any such down time exceeding 24 hours may be issued.

(17) **SSD NOT AN INSURER AND LIQUIDATED DAMAGES.** It is understood and agreed by and between the parties hereto that SSD is not an insurer, and any property or casualty insurance should be obtained by Subscriber. SSD's charges are based solely upon the value of the System and services provided for, and are unrelated to the value of Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant SSD assuming any risk of consequential or other damage due to SSD's negligence or failure to perform. The Subscriber does not desire this contract to provide for the liability of SSD and Subscriber agrees that SSD shall not be liable for loss or damage (including property damage, personal injury or death) due directly or indirectly to any occurrence or consequences therefrom, which the System or service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages (including property damage, personal injury or death) if any, which may proximately result from the failure on the part of SSD to perform any of its obligations hereunder, including installation, monitoring, repair service or other services, or the failure of the System or service to properly operate, or SSD's negligence, with the resulting loss to Subscriber or others. If SSD should be found liable for loss or damage due to a failure on the part of SSD or its System, in any respect whatsoever, its liability shall be limited to an amount equal to six (6) monthly payments, or the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event of loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active or otherwise, of SSD, its agents or employees. Subscriber may obtain from SSD a limitation of liability in lieu of the liquidated damages set forth above, by paying an additional periodic fee to SSD. If Subscriber elects this option, a rider will be attached to this agreement, which will set forth the terms and amount of the limitation of liability and the amount of the additional fee. Agreeing to a higher limitation of liability does not mean that SSD is an insurer.

(18) **THIRD PARTY INDEMNIFICATION; SUBROGATION.** If anyone other than Subscriber asks SSD to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm System or services, (ii) SSD's negligence, (iii) any other improper or careless activity of SSD in providing the alarm System or services or (iv) a claim for indemnification or contribution, Subscriber will repay to SSD (a) any amount which a court orders SSD to pay or which SSD reasonably agrees to pay, and (b) the amount of SSD's reasonable attorney's fees and any other losses and costs that SSD may pay in connection with the harm or damages. Subscriber will notify its insurance and SSD of this release. Subscriber does hereby for himself and any parties claiming under him, release and discharge SSD from and against all hazards covered by Subscriber's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against SSD.

(19) **ATTORNEY'S FEES; VENUE.** In the event it shall become necessary for SSD for any reason to institute legal proceedings to collect the cost of the installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay the successful party reasonable attorney's fees where permitted by law. If for any reason an action is brought by either party, Subscriber and SSD agree that exclusive venue shall be the County of Orange in the State of California.

(20) **LIMITATIONS ON LAWSUITS; REFERENCE.** In the event of a perceived breach of this agreement by SSD, the subscriber shall have one year from the date of the perceived breach within which to bring a claim. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by SSD in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Orange County California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

(21) **ASSIGNEES AND SUBCONTRACTORS.** SSD may transfer or assign this agreement to any other security company, or other entity. Upon an assignment to another security company, SSD will be relieved of any further obligations hereunder. Subscriber may not transfer this agreement to someone else (including someone who purchases or rents Subscriber's premises) unless SSD approves the transfer in writing. SSD may use subcontractors to provide installation, repair, monitoring and other services. This agreement and particularly sections 17 and 18 shall apply to the work and services they provide, and shall apply to them and protect SSD assignees and subcontractors in the same manner as it applies to and protects SSD.

(22) **UCC-1 FORM.** Subscriber authorizes SSD to record a UCC-1 Financing Statement or similar instrument, and to appoint SSD as Subscriber's attorney in fact to execute and deliver such instrument in order to show SSD's interest in the equipment. SSD may at its discretion, file a Preliminary Notice pursuant to Section 397 of the Civil Code and or, a Mechanic Lien pursuant to Section 3081.2 of the Civil Code for all work of improvement as outlined in this agreement.

(23) **HIRING OF EMPLOYEES:** Subscriber agrees that if during the term of this agreement, plus one year thereafter, subscriber shall employ any SSD employee subscriber will pay to SSD for each such employee hired by subscriber the sum of \$15,000.00 as liquidated damages, and not as a penalty.

(24) **LICENSES: ALARM CO. OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPT. OF CONSUMER AFFAIRS, SACRAMENTO, CA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A LATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YRS OF THE DATE OF THE ALLEGED VIOLATION. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.**

(25) **The following clauses apply:**

- (a) Lift for installation work is not included.
- (b) Takeover of existing system as installed by others.
- (c) Any applicable sales tax for the equipment purchase is included. Additional taxes may apply.
- (d) Union or prevailing wage is not included. If required, additional cost will apply.

Services Included

Burglar Alarm:

- Burglar Alarm Monitoring
- Burglar Alarm Radio Communicator
- Burglar Alarm Cellular Communicator
- UL Burglar Certification
- User ID
- Open/Close Logging
- Arm/Disarm eNotification
- Fail to Open eNotification (Once Daily)
- Fail to Close eNotification (Once Daily)
- Weekly eReports
- Monthly eReports
- CaptureCam
- Hold-Up Alarm

Fire Alarm:

- Fire Alarm Monitoring
- FireNet Radio Communicator
- Fire Cellular Communicator
- UL Fire Certification

CCTV System:

- Video Verification
- DVR/NVR Heartbeat Check

SPS Service Plan SSD Owned:

- Burglar Alarm
- Fire Alarm
- Access Control
- CCTV
- CaptureCam
- Intercom
- Radio/Cellular Communicator

Full Service Plan Customer Owned:

- Burglar Alarm
- Fire Alarm
- Access Control
- CCTV
- Intercom
- Cellular Communicator

Fire Alarm Test/Inspection Services:

- Monthly
- Quarterly
- Semi-Annual
- Annual

Sprinkler Test/Inspection Services:

- Quarterly
- Annual
- 5-Year

Pump Test:

- Weekly
- Annual

Hydrant Inspection:

- Annual

Fire Extinguisher Inspection:

- Annual
- 6-Year
- 12-Year

Specialty Services:

- Cloud Hosted Access
- Mobile Alarm App Basic
- Mobile Alarm App Video
- Mobile Alarm App Z-Wave
- Remote Code Changes
- False Alarm Protection Plan
- Client Web Portal
- Alarm Response
- Elevator Phone Monitoring
- Bar Coding
- Temperature Monitoring
- Carbon Monoxide
- Software Support Plan Yearly Renewal
- Software Support Plan Yearly Renewal With Site Visit

Work To Be Completed

BURGLAR ALARM (EXISTING)

- 1 ALARM SYSTEM (CX)

Taft College Check Register Report

01-June-21 through 30-June-21

FY 20-21

78052417	06/07/2021	A002000164Imprint	I0065167	8957326	31000	423	4310	69100	627.73
					31000	423	5940	69100	69.02
78052418	06/07/2021	A00248933Abtech Systems, Inc.	I0065118	2105031-	12720	421	6412	67900	3,367.27
					12720	421	6412	67900	1,408.56
78052419	06/07/2021	A00292936Albertson's LLC	I0065087	17769005	33429	310	4410	69250	117.04
78052420	06/07/2021	A00203579Alcorn Aire, Inc.	I0065085	57606	12720	421	6414	67900	20,000.00
			I0065086	56907	33428	310	6414	69200	11,533.00
78052421	06/07/2021	A00200042American Dental Association	I0065124	INA00961	11000	205	5415	12042	2,050.00
78052422	06/07/2021	A00200044American General Media	I0065132	FALL 21	11000	115	5970	67100	13,500.00
78052423	06/07/2021	A00200052AP Architects	I0065151	11804	41400	000	6211	71003	7,807.29
78052424	06/07/2021	A00200053Apple Computer Inc.	I0065137	AF074064	12720	421	4311	67900	127.63
78052425	06/07/2021	A00219472Arbor Crest Publishing	I0065153	05172021	11999	000	7412	73900	242.66
78052426	06/07/2021	A00318337Botelho- Patoc, Kaimana C.	I0065125	052421	35000	000	7130	73900	250.00
78052427	06/07/2021	A00200105Brandco	I0065102	23569	11000	431	4310	65100	10.19
78052428	06/07/2021	A00200107Bright House Networks	I0065140	051821	35000	000	5890	69700	99.98
78052429	06/07/2021	A00200109Brown & Reich Petroleum, Inc	I0065100	21051	11000	432	4316	65100	104.24
					11000	432	4316	65300	80.80
			I0065107	21335	11000	431	4316	65500	122.05
					11000	432	4316	65100	62.49
					11000	432	4316	65300	95.12
					11000	432	4316	65500	119.44
			I0065134	21336	39000	314	4316	64991	162.10
78052430	06/07/2021	A00200112BSK & Associates, Inc.	I0065152	0094823	43100	000	5510	71002	0.00
					42351	000	5510	71002	465.23
78052431	06/07/2021	A00200119C.A. Reding Company, Inc.	I0065155	594495	31000	423	5971	69100	3.19
78052432	06/07/2021	A00319623California State Controller'	I0065126	052621	11999	000	7412	73900	4,648.56
78052433	06/07/2021	A00319623California State Controller'	I0065127	2019	11999	000	7412	73900	4,470.01
78052434	06/07/2021	A00257716Capitol Public Finance Group	I0065113	2021-082	11000	401	5510	67200	2,437.50
78052435	06/07/2021	A00200161CDW-G	I0065176	D145829	11000	209	4313	17018	155.26
			I0065177	D332485	11000	352	6415	69610	1,475.41
78052436	06/07/2021	A00201051Central Sanitary Supply	I0065114	1158109	33428	310	4310	69200	91.63
					33528	310	4310	69200	91.63
78052436	06/07/2021	A00201051Central Sanitary Supply	I0065114	1158109	33588	310	4310	69200	183.29
78052437	06/07/2021	A00323726Central Valley Umpires Assn.	I0065162	2021007	11000	352	5750	69611	7,170.00
78052438	06/07/2021	A00314584Chavez, Joseline M.	I0065142	052521	35000	000	7130	73900	100.00
78052439	06/07/2021	A00313072Colombo Construction Co., In	I0065147	PAY REQ	41400	000	6211	71003	1,258,178.56
78052440	06/07/2021	A00320387Cruz-Marin, Marina I.	I0065141	052521	35000	000	7130	73900	250.00
78052441	06/07/2021	A00265309Daikin Applied	I0065103	3304402	11000	431	5641	65100	1,102.25
78052442	06/07/2021	A00200222Daily Midway Driller	I0065133	MAY 21	11000	115	5970	67100	500.00
78052443	06/07/2021	A00300986Espinoza, Stepfanie E.	I0065154	05172021	11999	000	7412	73900	100.00
78052444	06/07/2021	A00202335Fastenal Industrial & Constr	I0065106	CATAF492	12720	421	4310	67900	774.35
78052445	06/07/2021	A00318399Feleti, Serenity M.	I0065144	052521	35000	000	7130	73900	225.00
78052446	06/07/2021	A00200629Grainger	I0065097	98611362	12720	421	4310	67900	2,096.78
			I0065098	98744291	12720	421	4310	67900	18,934.07
78052447	06/07/2021	A00200655Henry Schein, Inc.	I0065169	93481124	11000	352	4310	69619	177.19
			I0065170	93178684	12651	205	4311	12042	316.47
78052447	06/07/2021	A00200655Henry Schein, Inc.	I0065171	93472040	12651	205	4311	12042	447.29
78052448	06/07/2021	A00200680J & L Locksmithing	I0065135	016402	39000	314	5631	64991	120.00
78052449	06/07/2021	A00200728Lakeshore	I0065122	20384105	12561	223	4311	68900	965.23
78052450	06/07/2021	A00202334Linder Backflow Service	I0065109	52021	11000	431	5632	65100	173.35
78052451	06/07/2021	A00259082Lozano Smith, LLP	I0065129	051821	11000	110	5430	66003	20,000.00

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78052452	06/07/2021	A00294618McNeil and Associates, LLC	I0065112	40	11000	110	5510	66003	3,150.00
78052453	06/07/2021	A00234628MPS	I0065138	59447176	31000	423	4110	69100	3,120.00
					31000	423	4115	69100	0.01
					31000	423	5940	69100	60.23
78052454	06/07/2021	A00319360National Association of Camp	I0065111	0426	35000	360	5880	67701	2,000.00
78052455	06/07/2021	Voided Check							
78052456	06/07/2021	A00200498Office Depot	I0065093	17133003	12495	319	4310	61900	194.90
			I0065095	16928855	11000	431	4310	65100	53.61
			I0065096	16928915	11000	431	4310	65100	6.75
			I0065104	17199043	11000	431	4318	65100	1,038.52
			I0065119	17201908	11000	411	4310	67300	68.80
			I0065121	17225020	33428	310	4310	69200	700.27
					33528	310	4310	69200	700.27
					33588	310	4310	69200	1,120.42
78052456	06/07/2021	A00200498Office Depot	I0065121	17225020	33591	310	4310	69200	280.10
			I0065123	17228372	33428	310	4310	69200	546.98
					33528	310	4310	69200	546.98
					33588	310	4310	69200	875.14
					33591	310	4310	69200	218.79
			I0065156	17069986	39000	314	4311	64991	370.50
					12433	314	4311	69800	123.50
			I0065163	17198879	12720	421	4311	67900	602.84
					12720	421	4311	67900	0.01
			I0065164	17135388	12000	353	4310	64600	1,586.35
			I0065165	17056444	11000	209	4311	04100	132.32
			I0065166	16920058	12000	311	4310	64200	660.57
			I0065174	17378730	11000	358	4310	62100	150.17
			I0065178	17372718	11000	421	4318	67200	135.12
			I0065179	17373657	11000	421	6412	67200	994.20
			I0065180	17371065	11000	421	4310	67200	301.89
			I0065181	17221536	11000	209	4311	04013	181.62
78052457	06/07/2021	A00200508P. G. & E.	I0065150	051721	11000	431	5830	65700	5,641.11
					39000	314	5830	64991	206.83
					12433	314	5830	69800	0.00
					33428	310	5830	69200	227.54
					33528	310	5830	69200	227.54
78052457	06/07/2021	A00200508P. G. & E.	I0065150	051721	33588	310	5830	69200	227.55
					12433	314	5830	69800	22.98
78052458	06/07/2021	A00200508P. G. & E.	I0065173	051421	31000	423	5820	69100	743.74
					31000	423	5830	69100	7.85
78052459	06/07/2021	A00318539Paycor, Inc.	I0065110	INV00037	12571	411	5985	67300	333.00
78052460	06/07/2021	A00200536Praxair Distribution, Inc.	I0065088	98941457	12558	223	4311	09565	409.05
			I0065089	98476838	12558	223	4311	09565	121.50
			I0065090	99743142	12558	223	4311	09565	94.08
			I0065091	99828787	12558	223	4311	09565	71.23
			I0065092	99993379	12558	223	4311	09565	223.49
			I0065094	60078152	12651	205	4311	12042	225.99
			I0065172	63130512	12652	205	4311	12042	1,173.98
78052461	06/07/2021	A00317424Quadient Finance USA, Inc.	I0065117	12440429	11000	411	5950	67300	1,000.00
78052462	06/07/2021	A00318642Randy Witt Productions	I0065131	555	11000	115	5646	67100	6,900.00
78052463	06/07/2021	A00307141Ruiz, Christopher J.	I0065115	JAN 21	12582	301	5510	67800	1,500.00

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78052464	06/07/2021	A00280973	School Datebooks	I0065128	C21-0198	12551	353	4318	64600	8,885.23
78052465	06/07/2021	A00200481	Sehi Computer Products	I0065139	I0021408	12720	421	6415	67900	1,308.09
78052466	06/07/2021	A00201787	Standard Insurance Company	I0065116	JUN 21	11000	411	3410	67300	442.68
						11000	411	3420	67300	1,259.77
78052467	06/07/2021	A00200400	Stinson's	I0065136	11196-0	11000	401	4318	67704	1,067.51
78052468	06/07/2021	A00211077	Strata Information Group	I0065146	38741	12569	353	5510	64600	85.00
						12653	301	5510	63900	892.50
78052469	06/07/2021	A00263777	SWACC	I0065148	257202	11000	401	5320	67702	108,566.00
						11000	401	5310	67702	27,492.00
						11000	401	5390	67702	13,072.00
78052470	06/07/2021	A00200417	Sysco Food Service of Ventur	I0065120	27945743	32000	422	4410	69400	0.01
						32000	422	4411	69400	0.01
						32000	422	4411	69400	233.03
						32000	422	5940	69400	22.82
78052471	06/07/2021	A00200862	Taft College Bookstore	I0065130	2972	11000	115	4310	67100	64.34
78052472	06/07/2021	A00200862	Taft College Bookstore	I0065157	3255	12720	421	5971	67900	192.84
78052473	06/07/2021	A00200862	Taft College Bookstore	I0065158	3431	11000	358	4310	62100	862.93
78052474	06/07/2021	A00200862	Taft College Bookstore	I0065161	2181	11000	358	4318	62100	3,330.11
78052475	06/07/2021	A00200862	Taft College Bookstore	I0065168	1948	12000	303	7607	73200	171.58
78052476	06/07/2021	A00312141	Taylor, Sydney A.	I0065143	052521	35000	000	7130	73900	100.00
78052477	06/07/2021	A00309285	The Home Depot Pro	I0065105	61605700	12720	421	4310	67900	178.57
78052478	06/07/2021	A00200309	United Refrigeration, Inc.	I0065108	78872969	11000	431	4312	65100	218.09
						11000	431	5940	65100	18.79
78052479	06/07/2021	A00200352	Waxie Sanitary Supply	I0065099	79992994	11000	431	4310	65300	824.71
78052480	06/07/2021	A00294733	West Kern Adult Education Ne	I0065159	05312021	12603	125	7410	73100	69,387.00
				I0065160	06302021	12603	125	7410	73100	69,386.00
78052481	06/07/2021	A00286529	West Side Health Care Distri	I0065145	10212020	39000	314	5990	64991	2,118.00
78052482	06/07/2021	A00200360	Westec	I0065149	27669	11450	204	5641	09543	17,928.75
78052483	06/07/2021	A00201081	Westside Waste Management Co	I0065101	8512	11000	431	5850	69200	46.21
						11000	431	5850	69400	124.17
78052484	06/14/2021	A00288646	Amazon Web Services, Inc.	I0065204	73187540	11000	113	5644	67801	701.53
				I0065207	77066288	11000	113	5644	67801	711.52
78052485	06/14/2021	A00200043	American Express	I0065182	11005052	11000	000	7211	00000	8,994.17
78052486	06/14/2021	A00200063	Austin's Pest Control, Inc.	I0065227	MAY '21	12560	223	5860	09565	55.00
				I0065240	MAY. 21	11000	431	5860	65100	455.00
				I0065251	JUN 21	12560	223	5860	09565	55.00
78052487	06/14/2021	A00200064	B & B Surplus	I0065249	334538	12558	223	4311	09565	53.63
78052488	06/14/2021	A00237691	Berchtold Equipment Co.	I0065205	BW13974	11000	432	6414	65500	35,721.25
				I0065206	BW13983	11000	432	6412	65500	2,788.50
78052489	06/14/2021	A00302115	Big Print and Copy LLC	I0065273	342	31000	423	5971	69100	87.80
78052490	06/14/2021	A00200092	Bio Rad	I0065261	90480085	12745	421	6414	67900	12.92
						12745	421	5390	67900	0.01
78052491	06/14/2021	A00200111	Bogle, Darcy S.	I0065221	050321	11000	211	5710	49999	15.00
78052492	06/14/2021	A00200107	Bright House Networks	I0065269	060421	12560	223	5645	09565	327.77
78052493	06/14/2021	A00288619	Brixey, Gabrielle E.	I0065263	060421	11000	352	5710	69614	116.00
78052494	06/14/2021	A00200109	Brown & Reich Petroleum, Inc	I0065189	21612	11000	431	4316	65500	91.94
						11000	432	4316	65100	127.31
						11000	432	4316	65500	23.80
78052495	06/14/2021	A00321292	CampusKaizen LLC	I0065257	1313	12582	301	5642	67800	0.00
						35000	360	5642	67701	8,000.00
78052496	06/14/2021	A00201051	Central Sanitary Supply	I0065222	1160755	12720	421	4310	67900	6,280.25

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78052497	06/14/2021	A00200168	Central Valley Occupational	I0065258	00367291	11000	431	5985	65100	14.99
						11000	202	5985	08370	0.01
78052498	06/14/2021	A00200182	City of Taft Police Departme	I0065259	0521WKCC	11000	431	5985	65100	86.99
						11000	202	5985	08370	0.01
78052499	06/14/2021	A00230466	Classic Charter, Inc.	I0065245	152397	11000	352	5750	69610	7,145.00
78052500	06/14/2021	A00280761	County of Kern Public Works	I0065254	10052922	11000	431	5850	65500	249.08
78052501	06/14/2021	A00318727	David Vohnout Plumbing	I0065214	21001	11000	431	6210	65100	2,550.00
78052502	06/14/2021	A00277845	Double D Cleaning Service	I0065226	071	12560	223	5890	09565	360.00
78052503	06/14/2021	A00029774	Enciso, Rigoberto	I0065230	051921	12560	223	4311	60103	69.00
78052504	06/14/2021	A00203460	Ernest Packaging Solutions	I0065252	90368784	12720	421	4310	67900	26,286.15
78052505	06/14/2021	A00202335	Fastenal Industrial & Constr	I0065202	CATAF493	11000	431	4310	65100	59.89
				I0065203	CATAF493	11000	431	4310	65100	134.34
				I0065260	CATAF494	12725	421	4310	67900	106.28
78052506	06/14/2021	A00284319	Fertile Earth Nursery and Ga	I0065216	708	11000	431	6120	65500	1,498.77
78052507	06/14/2021	A00319544	FFP Fund V Lessee1, LLC	I0065246	2022-FSL	11000	431	5830	65700	27,285.07
78052508	06/14/2021	A00200323	Flinn Scientific, Inc.	I0065208	2554695	11000	209	4311	19051	2,507.61
78052509	06/14/2021	A00283199	Fork Lift Specialties, Inc.	I0065191	24055867	11000	431	5632	65100	300.36
78052510	06/14/2021	A00283264	Frontier California Inc.	I0065195	052221	31000	423	5840	69100	48.68
78052511	06/14/2021	A00283264	Frontier California Inc.	I0065229	77000528	11000	431	5840	65700	1,016.40
78052512	06/14/2021	A00283264	Frontier California Inc.	I0065277	052821	11000	431	5840	65700	941.16
78052513	06/14/2021	A00202979	Health First Corporation	I0065225	INV60583	12651	205	4311	12042	632.21
78052514	06/14/2021	A00200655	Henry Schein, Inc.	I0065233	93830570	12652	205	4311	12042	535.43
				I0065234	93828401	12651	205	4311	12042	1,485.39
78052515	06/14/2021	A00200704	Karwoski, John	I0065199	JUN 21	42350	000	5510	71002	10,920.00
78052516	06/14/2021	A00200715	Kern Electric Distributors	I0065218	584682	11000	431	4310	65100	114.58
				I0065219	584942	11000	431	4310	65100	185.60
78052517	06/14/2021	A00293996	Kimbrough, Vickie J.	I0065262	051721	12652	205	4310	12042	289.03
78052518	06/14/2021	A00200729	Landauer, Inc.	I0065256	10087252	12651	205	4311	12042	8.00
78052519	06/14/2021	A00317674	Lee, Salman B.	I0065255	060321	35000	000	7130	73900	250.00
78052520	06/14/2021	A00314179	Lithographix, Inc.	I0065271	164550	31000	423	5971	69100	2,593.00
						31000	423	5940	69100	293.00
				I0065272	164550.	31000	423	5971	69100	912.00
						31000	423	5940	69100	208.53
78052521	06/14/2021	A00317858	Logan, Blake S.	I0065242	060221	35000	000	7130	73900	100.00
78052522	06/14/2021	A00227772	MBS Textbook Exchange, Inc.	I0065184	IBB38677	31000	423	4110	69100	0.01
						31000	423	5641	69100	0.01
						31000	423	4112	69100	1,231.23
78052523	06/14/2021	A00200498	Office Depot	I0065175	17334592	11000	352	4310	69610	73.50
				I0065186	17260514	11000	209	4311	04100	17.13
				I0065187	17198879	12720	421	4311	67900	4,945.19
				I0065188	17334592	11000	352	4310	69610	88.11
				I0065232	17372408	11000	421	4310	67200	5.35
				I0065247	17079649	11000	202	4310	60100	89.66
				I0065248	16967392	11000	209	4310	04012	77.78
78052524	06/14/2021	A00200508	P. G. & E.	I0065250	060221	12560	223	5830	09565	327.14
78052525	06/14/2021	A00200508	P. G. & E.	I0065268	050321	12560	223	5830	09565	359.32
78052526	06/14/2021	A00200522	Pepsi-Cola Company	I0065210	83212907	32000	422	4410	69400	456.84
78052527	06/14/2021	A00200481	Sehi Computer Products	I0065194	I0021452	33428	310	6415	69200	1,564.50
						33528	310	6415	69200	1,564.50
						33588	310	6415	69200	3,129.01
				I0065223	I0021396	12720	421	6415	67900	1,184.74

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					12720	421	5940	67900	0.01		
78052528	06/14/2021	A00200487Sierra School Equipment Co.	I0065267	404920	12000	311	6411	64200	3,056.63		
78052529	06/14/2021	A00200393Sparkletts	I0065193	052121	11000	223	4410	60103	21.03		
78052530	06/14/2021	A00200396Spurr	I0065224	114345	11000	431	5820	65700	3,601.46		
					35827	357	5820	69700	156.99		
					33428	310	5820	69200	90.28		
					33528	310	5820	69200	90.28		
					33588	310	5820	69200	90.28		
78052531	06/14/2021	A00200417Sysco Food Service of Ventur	I0065211	27946919	32000	422	4410	69400	1,260.97		
					32000	422	4411	69400	151.28		
					32000	422	4411	69400	52.54		
					32000	422	5940	69400	4.79		
78052531	06/14/2021	A00200417Sysco Food Service of Ventur	I0065253	27946919	33429	310	4410	69250	294.13		
78052532	06/14/2021	A00200419T.C. Clearing Account	I0065264	090120	11000	421	5912	67200	4,868.94		
78052533	06/14/2021	A00200423Taft City School District	I0065265	21-094	11000	432	4312	65100	152.25		
					11000	432	5632	65100	177.50		
					11000	432	4312	67703	1,087.56		
					11000	432	5632	67703	568.00		
78052534	06/14/2021	A00259618Taft College ASB General	I0065201	202120.	11000	601	7130	70990	570.00		
78052535	06/14/2021	A00200862Taft College Bookstore	I0065200	2773	11000	101	4311	66004	19.28		
78052536	06/14/2021	A00200862Taft College Bookstore	I0065236	2707	12000	303	7607	73200	128.69		
78052537	06/14/2021	A00200862Taft College Bookstore	I0065237	2623	12599	309	7605	73200	188.59		
78052538	06/14/2021	A00200862Taft College Bookstore	I0065238	2787	12599	309	7605	73200	4,937.37		
78052539	06/14/2021	A00200862Taft College Bookstore	I0065239	2857	12599	309	7605	73200	3,298.21		
78052540	06/14/2021	A00200282True Value Home Center	I0065185	441811	12558	223	4310	09565	25.72		
					I0065213	442966	11000	431	4310	65100	85.78
					I0065215	442070	11000	431	4310	65100	765.22
					I0065217	441276	11000	431	4310	65100	355.45
					11000	431	4310	65500	51.44		
78052540	06/14/2021	A00200282True Value Home Center	I0065235	442846	11000	431	4310	65500	348.51		
78052541	06/14/2021	A00200284U.S. Foods	I0065209	5403202	33429	310	4410	69250	256.60		
					I0065212	4140824	33429	310	4410	69250	738.82
78052542	06/14/2021	A00210209ULINE	I0065274	13368980	31000	423	4321	69100	397.25		
					31000	423	5940	69100	62.03		
78052543	06/14/2021	A00200309United Refrigeration, Inc.	I0065192	78868009	11000	431	4312	65100	364.60		
					11000	431	5940	65100	75.00		
78052544	06/14/2021	A00000456Uribe, Jose	I0065231	MAY 21	35000	000	5633	69700	190.00		
78052545	06/14/2021	A00200338Verizon Wireless	I0065196	98806092	11000	113	5840	67801	76.02		
					12551	353	6415	64600	38.01		
78052546	06/14/2021	A00200338Verizon Wireless	I0065197	98806119	11000	431	5840	65100	98.35		
78052547	06/14/2021	A00200338Verizon Wireless	I0065244	98787823	11000	357	5840	69700	157.68		
78052548	06/14/2021	A00312920Vital Source	I0065276	VST11479	31000	423	4110	69100	142.46		
78052549	06/14/2021	A00232538Ward's Natural Science	I0065183	88048094	12720	421	4311	67900	517.84		
					12720	421	4311	67900	0.01		
78052549	06/14/2021	A00232538Ward's Natural Science	I0065198	88045738	11000	209	4311	04100	92.21		
78052550	06/14/2021	A00200352Waxie Sanitary Supply	I0065228	80029506	12720	421	4310	67900	2,802.60		
78052551	06/14/2021	A00275443WestAir Gases & Equipment In	I0065241	80373414	11000	352	4310	69610	27.20		
					I0065275	80378906	31000	423	4321	69100	27.64
78052552	06/14/2021	A00200360Westec	I0065278	27681	11450	204	5641	09543	17,928.75		
78052553	06/14/2021	A00201081Westside Waste Management Co	I0065190	9271	11000	431	5850	69200	46.21		
					11000	431	5850	69400	124.17		

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78052554	06/14/2021	A00271281WKCCD-Taft College Grant Cle	I0065270	MAY 21	32000	422	5912	64900	49.00
78052555	06/14/2021	A00308504Wright Express FSC	I0065266	71752775	11000	352	4316	69610	636.39
					11000	113	4316	67801	64.80
					11000	432	4316	67703	133.46
78052556	06/14/2021	A00312927Yamazaki, Genta	I0065243	060221	35000	000	7130	73900	100.00
78052557	06/15/2021	A00201140Anderson-Rubio, Janet L.	S0051361		11000		9526		140.00
78052558	06/15/2021	A00319622Anguiano, Noe	S0051383		11000		9526		800.00
78052559	06/15/2021	A00021473Bedolla, Oscar	S0051356		11000		9526		184.00
78052560	06/15/2021	A00310126Berry, Chad M.	S0051384		11000		9526		184.00
78052561	06/15/2021	A00258108Borjon-Cosby, Cynthia C.	S0051369		11000		9526		2.00
78052562	06/15/2021	A00301145Braley, Tyler	S0051377		11000		9526		250.00
78052563	06/15/2021	A00203633Briones, Elizabeth	S0051363		11000		9526		140.00
78052564	06/15/2021	A00231340Cabral, Maritza	S0051365		11000		9526		134.00
78052565	06/15/2021	A00316952Chaidez, Joseph R.	S0051337		11000		9526		322.00
78052566	06/15/2021	A00313491Chavez, Isaac K.	S0051381		11000		9526		276.00
78052567	06/15/2021	A00277733Chikwe, Amanna C.	S0051376		11000		9526		138.00
78052568	06/15/2021	A00267269Cisneros, Eduardo	S0051374		11000		9526		138.00
78052569	06/15/2021	A00310197Cometto, Samantha N.	S0051385		11000		9526		184.00
78052570	06/15/2021	A00313440Cruz Rodriguez, Lidia	S0051380		11000		9526		734.00
78052571	06/15/2021	A00269831Davis, Bradley A.	S0051375		11000		9526		140.00
78052572	06/15/2021	A00310162Dummett, Nekol C.	S0051349		11000		9526		254.00
78052573	06/15/2021	A00310172Egholm, Kevin M.	S0051350		11000		9526		300.00
78052574	06/15/2021	A00261248Enriquez, Joshua	S0051372		11000		9526		2.00
78052575	06/15/2021	A00321305Evans, Christina N.	S0051352		11000		9526		138.00
78052576	06/15/2021	A00318784Gaytan, Abel A.	S0051340		11000		9526		184.00
78052577	06/15/2021	A00306594Ghata, Jessica	S0051333		11000		9526		320.00
78052578	06/15/2021	A00041473Griffith, Tracy	S0051359		11000		9526		2.00
78052579	06/15/2021	A00233818Harris, Ceann L.	S0051366		11000		9526		140.00
78052580	06/15/2021	A00315274Horn, Jason F.	S0051354		11000		9526		554.00
78052581	06/15/2021	A00315630Kaur, Kiratpal	S0051335		11000		9526		2.00
78052582	06/15/2021	A00310154Kinsman, Kimber A.	S0051347		11000		9526		254.00
78052583	06/15/2021	A00311368Kirk, Madeleine R.	S0051379		11000		9526		138.00
78052584	06/15/2021	A00319087Leyva, Diana Q.	S0051386		11000		9526		138.00
78052585	06/15/2021	A00321055Madrigal Ledezma, Ana C.	S0051351		11000		9526		2.00
78052586	06/15/2021	A00041455Mays, Kory	S0051360		11000		9526		46.00
78052587	06/15/2021	A00309582McMurray, Emma D.	S0051344		11000		9526		184.00
78052588	06/15/2021	A00039895Mock, Jamie N.	S0051358		11000		9526		136.00
78052589	06/15/2021	A00259087Molina, Jocelyn I.	S0051387		11000		9526		138.00
78052590	06/15/2021	A00302752Monclova, Serenity G.	S0051382		11000		9526		138.00
78052591	06/15/2021	A00063879Morrow, Brock	S0051355		11000		9526		138.00
78052592	06/15/2021	A00294447Narvaez, Aylinne A.	S0051371		11000		9526		2.00
78052593	06/15/2021	A00095444Nylander, Lesa R.	S0051357		11000		9526		278.00
78052594	06/15/2021	A00209664Ochoa, Valentin M.	S0051364		11000		9526		232.00
78052595	06/15/2021	A00307820Ornelas, Sean I.	S0051343		11000		9526		138.00
78052596	06/15/2021	A00310050Prince, Katlyn S.	S0051346		11000		9526		182.00
78052597	06/15/2021	A00317854Randhawa, Harinder S.	S0051338		11000		9526		140.00
78052598	06/15/2021	A00247691Rascoe, Madison J.	S0051368		11000		9526		2.00
78052599	06/15/2021	A00286517Reed, Madison J.	S0051378		11000		9526		186.00
78052600	06/15/2021	A00239532Renuk, Julia E.	S0051367		11000		9526		230.00
78052601	06/15/2021	A00310156Sanchez, Gerardo R.	S0051348		11000		9526		298.00
78052602	06/15/2021	A00203248Sanchez, Jessica	S0051362		11000		9526		2.00

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78052603	06/15/2021	A00321456Saunders, Elizabeth N.	S0051353		11000			9526		140.00
78052604	06/15/2021	A00309895Shurbaji, Ahmed H.	S0051345		11000			9526		125.00
78052605	06/15/2021	A00316631Solorio, Lexa D.	S0051336		11000			9526		132.00
78052606	06/15/2021	A00306706Sutherland, Skyler W.	S0051334		11000			9526		140.00
78052607	06/15/2021	A00294371Torres, Sandra B.	S0051370		11000			9526		2.00
78052608	06/15/2021	A00318453Torres Chavez, Cindy	S0051339		11000			9526		232.00
78052609	06/15/2021	A00319007Vazquez, Mayra A.	S0051341		11000			9526		46.00
78052610	06/15/2021	A00262200Vernon, Jennifer K.	S0051373		11000			9526		2.00
78052611	06/15/2021	A00319543Witcher, Cari V.	S0051342		11000			9526		140.00
78052612	06/16/2021	A00200023Abate-A-Weed	I0065348	938027	11000	431	6120	65500		221.90
78052613	06/16/2021	A00292936Albertson's LLC	I0065327	17769105	32000	422	4410	69400		226.78
78052614	06/16/2021	A00203579Alcorn Aire, Inc.	I0065318	57607	12720	421	6414	67900	87,007.30	
78052615	06/16/2021	A00223048AMS.NET	I0065336	0046890	42351	000	6414	71003	39,910.77	
78052616	06/16/2021	A00202445AT&T Mobility	I0065341	060221	12720	421	7601	73200	3,219.20	
78052617	06/16/2021	A00274984Bogden, Steven D.	I0065312	052521	12532	351	4310	64900	41.67	
					12532	351	4410	64900	12.50	
					12532	351	7603	73200	20.83	
78052618	06/16/2021	A00200105Brandco	I0065305	23642	11000	431	4310	65100	10.19	
78052619	06/16/2021	A00321747BrandCo Marketing	I0065322	BB710154	31000	423	4310	69100	1,693.89	
78052620	06/16/2021	A00281160BSN Sports, LLC	I0065291	91283839	11000	352	4310	69610	1,075.88	
78052621	06/16/2021	A00200161CDW-G	I0065279	D728074	12720	421	4310	67900	397.64	
			I0065280	D861231	12720	421	6415	67900	16,103.15	
78052621	06/16/2021	A00200161CDW-G	I0065280	D861231	12720	421	6412	67900	1,122.48	
			I0065281	D827888	12720	421	6415	67900	0.01	
					12720	421	6415	67900	0.01	
					12720	421	6412	67900	416.64	
					12720	421	4310	67900	0.01	
			I0065282	D506791	12720	421	6412	67900	2,055.68	
			I0065283	D759535	12653	301	6415	63900	7,428.99	
			I0065289	D887757	12720	421	6415	67900	0.01	
					12720	421	6415	67900	0.01	
					12720	421	4310	67900	57.83	
			I0065290	D957180	12653	301	6415	63900	3,183.85	
			I0065293	D667174	12720	421	4310	67900	201.29	
			I0065294	D761382	12720	421	6412	67900	3,060.74	
					12720	421	4310	67900	97.60	
					12720	421	6412	67900	1,168.16	
					12720	421	4310	67900	388.17	
			I0065295	D694568	12720	421	6415	67900	72,778.03	
					12720	421	6415	67900	0.01	
			I0065346	F226036	12653	301	6415	63900	4,477.31	
78052622	06/16/2021	A00200165Centeno, Jose F.	I0065317	06162021	11999	000	7412	73900	126.54	
78052623	06/16/2021	A00201051Central Sanitary Supply	I0065298	1169005	12720	421	4310	67900	1,547.83	
78052624	06/16/2021	A00247606Collegiate Pacific	I0065320	398881	31000	423	4310	69100	1,709.68	
					31000	423	5940	69100	54.26	
78052625	06/16/2021	A00292864Community Playthings	I0065285	P560Q-1	33428	310	4310	69200	2,403.21	
					33528	310	4310	69200	2,403.21	
					33588	310	4310	69200	4,806.43	
78052626	06/16/2021	A00200200Computerland of Silicon Vall	I0065342	275525	31000	423	4315	69100	148.00	
78052627	06/16/2021	A00280761County of Kern Public Works	I0065350	10053103	11000	431	5850	65500	16.65	
78052628	06/16/2021	A00200235Cutrona, Myisha J.	I0065310	052521	12532	351	4310	64900	541.51	

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					12532	351	4410	64900	1,805.06
					12532	351	7603	73200	169.22
78052629	06/16/2021	A00321457eSpeakers.com Inc.	I0065308	770039	12571	411	5505	67300	3,750.00
78052630	06/16/2021	A00200311Ferguson Enterprises, Inc.	I0065302	9240025	12720	421	6412	67900	6,559.52
78052631	06/16/2021	A00200323Flinn Scientific, Inc.	I0065319	2564421	12720	421	6412	67900	9,555.98
78052632	06/16/2021	A00201122Home Depot Credit Services	I0065349	34060513	11000	431	4310	65100	3,636.78
					11000	431	5940	65100	134.00
78052633	06/16/2021	A00323451Implen Inc.	I0065321	2167075	12720	421	6414	67900	6,107.89
78052634	06/16/2021	A00247034Kaplan Early Learning Compan	I0065286	00058813	33428	310	4310	69200	1,973.74
					33528	310	4310	69200	1,973.74
					33588	310	4310	69200	3,947.48
78052635	06/16/2021	A00280536Kern Trophies	I0065292	69650	11000	358	4310	62100	734.37
78052636	06/16/2021	A00259082Lozano Smith, LLP	I0065332	06142021	11000	110	5430	66003	5,000.00
78052637	06/16/2021	A00321750MFI Medical Equipment, Inc.	I0065314	IN-00016	11000	209	6412	04013	951.84
78052638	06/16/2021	A002858200'Connor Construction Manage	I0065309	37054	41400	000	6211	71003	2,640.00
78052639	06/16/2021	A00200498Office Depot	I0065303	17379410	11000	358	4310	62100	810.77
			I0065306	17442801	33428	310	4310	69200	167.74
					33528	310	4310	69200	167.74
					33588	310	4310	69200	268.34
					33591	310	4310	69200	67.09
			I0065344	17360867	11000	101	4310	66004	142.59
78052640	06/16/2021	A00202654Pacific West Sound, Inc.	I0065337	INV-0205	11508	301	5641	64500	2,277.12
					12720	421	5641	67900	1,172.88
78052641	06/16/2021	A00202968San Joaquin Chemicals, Inc.	I0065304	135229	11000	431	5641	65100	1,175.00
78052642	06/16/2021	A00220442Serban Sound & Communication	I0065345	12334	11000	113	5632	67801	619.35
78052643	06/16/2021	A00303291Sport & Cycle, Inc.	I0065288	221023	11000	352	4310	69610	2,183.02
78052644	06/16/2021	A00200417Sysco Food Service of Ventur	I0065325	27947536	32000	422	4410	69400	705.05
					32000	422	4411	69400	0.01
					32000	422	4411	69400	491.74
					32000	422	5940	69400	5.04
			I0065326	27946162	32000	422	4410	69400	660.65
					32000	422	4411	69400	90.98
					32000	422	4411	69400	28.95
					32000	422	5940	69400	4.78
			I0065328	27948126	32000	422	4410	69400	400.84
					32000	422	4411	69400	64.28
					32000	422	4411	69400	0.01
					32000	422	5940	69400	4.70
			I0065339	27947536	33429	310	4410	69250	376.50
78052645	06/16/2021	A00319064T-Mobile USA Inc.	I0065297	061321	39000	314	5840	64991	56.90
78052646	06/16/2021	A00200419T.C. Clearing Account	I0065331	050121	11000	421	5912	67200	1,019.92
78052647	06/16/2021	A00200423Taft City School District	I0065315	21-074	11000	432	4312	67703	26.00
					11000	432	5632	67703	71.00
78052648	06/16/2021	A00200425Taft College	I0065311	020121	31000	423	7130	69100	1,560.00
78052649	06/16/2021	A00200425Taft College	I0065351	022621	12651	205	4311	12042	275.04
78052649	06/16/2021	A00200425Taft College	I0065351	022621	11000	205	5940	12042	11.00
					11000	205	4320	12042	20.99
78052650	06/16/2021	A00259618Taft College ASB General	I0065284	061521	11000	601	7130	70990	1,560.00
			I0065307	051721	11000	352	5750	69617	364.00
					11000	352	5750	69618	1,074.00
					11000	352	5750	69611	5,580.00

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						11000	352	5210	69611	115.00
						11000	352	5750	69616	498.00
						11000	352	5750	69615	740.00
						11000	352	5210	69615	275.00
						11000	352	5750	69614	580.00
						11000	352	5210	69614	50.00
						11000	352	5210	69610	323.90
78052651	06/16/2021	A00200862	Taft College Bookstore	I0065323	3673	11000	358	4318	62100	442.41
78052652	06/16/2021	A00200862	Taft College Bookstore	I0065324	1463	12720	421	4310	67900	187.42
78052653	06/16/2021	A00200862	Taft College Bookstore	I0065333	4023	12720	421	7607	73200	1,836.12
78052654	06/16/2021	A00200862	Taft College Bookstore	I0065334	4022	11000	358	4318	62100	1,139.00
78052655	06/16/2021	A00200862	Taft College Bookstore	I0065352	MAY 21	31000	423	5912	69100	722.42
78052656	06/16/2021	A00318053	Technical Safety Services, L	I0065329	IN027769	11000	431	5632	65100	1,081.00
78052657	06/16/2021	A00256341	Terminix	I0065335	40843563	33428	310	5860	69200	78.50
						33528	310	5860	69200	78.50
						33588	310	5860	69200	157.00
78052658	06/16/2021	A00309285	The Home Depot Pro	I0065301	61881894	12720	421	4310	67900	991.85
78052659	06/16/2021	A00200282	True Value Home Center	I0065296	442725	11000	431	4310	65100	126.54
				I0065299	442348	39000	314	4310	64991	47.35
						12433	314	4310	69800	0.00
						12433	314	4310	69800	8.36
				I0065316	442386	35819	357	4310	69700	64.39
78052660	06/16/2021	A00255644	U.S. Bank Equipment Finance	I0065340	44558202	12560	223	5612	60103	242.15
						11000	205	5612	12042	242.15
						12201	203	5612	61200	242.15
						12201	203	5612	61200	242.15
						12201	203	5612	61200	242.15
						11000	301	5612	64500	121.08
						12000	318	5612	64800	121.08
						11000	113	5612	67801	242.15
						11000	431	5612	65100	242.15
						33428	310	5612	69200	60.54
						33528	310	5612	69200	60.54
						33588	310	5612	69200	60.54
						33591	310	5612	69200	60.54
						11000	207	5612	49999	242.15
						11000	202	5612	60100	242.15
						11000	110	5612	66003	80.72
						11000	202	5612	60100	80.72
						11000	114	5612	66005	80.72
						11000	202	5612	60100	242.15
						11000	421	5612	67200	108.96
						11000	401	5612	67200	24.22
						11000	411	5612	67300	108.97
78052660	06/16/2021	A00255644	U.S. Bank Equipment Finance	I0065340	44558202	39000	314	5612	64991	242.15
						12551	353	5612	64600	60.54
						11000	301	5612	64500	60.54
						11000	302	5612	63100	60.54
						11000	358	5612	62100	60.54
						11000	421	5612	67200	242.15
						11000	401	5612	67200	242.15

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					11000	401	5612	67200	242.15
					31000	423	5612	69100	242.15
					31000	423	5612	69100	152.90
					12495	319	5612	61900	55.50
78052661	06/16/2021	A00200284U.S. Foods	I0065338	5550420	33429	310	4410	69250	374.24
78052662	06/16/2021	A00200293United Parcel Service	I0065313	00009697	31000	423	5940	67705	1,408.48
78052663	06/16/2021	A00200338Verizon Wireless	I0065347	98809313	11000	357	5840	69700	162.68
78052664	06/16/2021	A00200343Vistar Corporation	I0065330	60961700	32000	422	4410	69400	524.42
78052665	06/16/2021	A00202272VWR International	I0065300	88048307	11000	209	4311	19051	2,902.33
78052666	06/16/2021	A00200355West Kern Water District	I0065343	061021	35000	000	5810	69700	102.68
78052667	06/16/2021	A00271281WKCCD-Taft College Grant Cle	I0065287	JUN 21	32000	422	5912	64900	49.00
78052668	06/22/2021	A00293918A&B Athletics	I0065368	6057	11000	352	4310	69610	1,231.23
78052669	06/22/2021	A00200053Apple Computer Inc.	I0065353	AF148359	12720	421	6415	67900	23,236.26
			I0065392	AF096682	12720	421	4311	67900	352.85
78052670	06/22/2021	A00200063Austin's Pest Control, Inc.	I0065377	JUN '21	11000	431	5860	65100	455.00
78052671	06/22/2021	A00200107Bright House Networks	I0065389	061921	31000	423	5840	69100	292.11
78052672	06/22/2021	A00200109Brown & Reich Petroleum, Inc	I0065364	21924	11000	432	4316	65100	78.63
					11000	432	4316	65300	86.87
78052673	06/22/2021	A00200161CDW-G	I0065383	F461670	12720	421	4310	67900	97.60
78052674	06/22/2021	A00201685Cengage Learning	I0065387	74311469	31000	423	4110	69100	2,047.50
					31000	423	5940	69100	45.36
78052675	06/22/2021	A00200222Daily Midway Driller	I0065393	012821	11000	115	5970	67100	580.00
78052676	06/22/2021	A00200238Department of Justice	I0065391	512685	11000	431	5985	65100	128.00
					11000	202	5985	08370	32.00
78052677	06/22/2021	A00277845Double D Cleaning Service	I0065369	072	12560	223	5890	09565	240.00
78052678	06/22/2021	A00203460Ernest Packaging Solutions	I0065363	90380615	12720	421	4310	67900	917.70
78052679	06/22/2021	A00202041Fresno Oxygen	I0065372	62766299	12558	223	4311	09565	374.73
			I0065373	62759130	12558	223	4311	09565	277.88
			I0065374	62759026	12558	223	4311	09565	748.78
			I0065375	62728919	12560	223	4311	60103	85.35
78052680	06/22/2021	A00283264Frontier California Inc.	I0065356	57340610	11000	431	5840	65700	57.73
78052681	06/22/2021	A00283264Frontier California Inc.	I0065358	57030607	11000	431	5840	65700	151.73
78052682	06/22/2021	A00200629Grainger	I0065365	99265801	12720	421	4310	67900	2,314.03
78052683	06/22/2021	A00224086inContact, Inc.	I0065357	6827629	11000	431	5840	65100	147.45
					11000	431	5840	65700	1,193.04
78052684	06/22/2021	A00247034Kaplan Early Learning Compan	I0065382	00058937	33428	310	4310	69200	436.46
					33528	310	4310	69200	436.46
					33588	310	4310	69200	872.93
78052685	06/22/2021	A00200498Office Depot	I0065360	17243041	11000	411	4310	67300	56.83
			I0065371	17443162	33428	310	4310	69200	24.40
					33528	310	4310	69200	24.40
					33588	310	4310	69200	39.03
					33591	310	4310	69200	9.76
			I0065390	17062293	11000	209	4311	04100	5.26
78052686	06/22/2021	A00200508P. G. & E.	I0065362	061121	35000	000	5830	69700	457.66
					35000	000	5820	69700	91.53
78052687	06/22/2021	A00200508P. G. & E.	I0065366	061521	11000	431	5830	65700	9,450.32
78052687	06/22/2021	A00200508P. G. & E.	I0065366	061521	39000	314	5830	64991	1,052.76
					12433	314	5830	69800	0.00
					33428	310	5830	69200	756.10
					33528	310	5830	69200	756.10

Taft College Check Register Report

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FY 20-21

						33588	310	5830	69200	756.09		
						12433	314	5830	69800	116.97		
78052688	06/22/2021	A00200508P. G. & E.	I0065378	06/15/21	31000	423	5820	69100	877.66			
						31000	423	5830	69100	8.66		
78052689	06/22/2021	A00200536Praxair Distribution, Inc.	I0065384	82801774	12558	223	4311	09565	223.63			
						I0065386	61843396	12560	223	4311	60103	93.22
78052690	06/22/2021	A00200487Sierra School Equipment Co.	I0065379	404980	42351	000	6413	71003	408,826.83			
78052691	06/22/2021	A00200393Sparkletts	I0065388	060421	31000	423	4321	69100	46.41			
78052692	06/22/2021	A00200396Spurr	I0065367	114888	11000	431	5820	65700	1,791.04			
							35827	357	5820	69700	96.54	
							33428	310	5820	69200	59.31	
							33528	310	5820	69200	59.31	
							33588	310	5820	69200	59.31	
78052693	06/22/2021	A00200417Sysco Food Service of Ventur	I0065395	27948126	33429	310	4410	69250	396.86			
78052694	06/22/2021	A00200862Taft College Bookstore	I0065385	1282	12000	207	4311	09565	117.92			
78052695	06/22/2021	A00200432Taft Union High School	I0065380	21-002	11508	301	5990	64500	2,255.35			
							11000	358	5990	62100	285.89	
78052696	06/22/2021	A00256341Terminix	I0065381	40889389	33428	310	5860	69200	78.50			
							33528	310	5860	69200	78.50	
							33588	310	5860	69200	157.00	
78052697	06/22/2021	A00309285The Home Depot Pro	I0065355	62128544	12745	421	4310	67900	508.37			
78052698	06/22/2021	A00200284U.S. Foods	I0065394	5693881	33429	310	4410	69250	436.46			
78052699	06/22/2021	A00200309United Refrigeration, Inc.	I0065370	79156870	11000	431	4310	65100	79.00			
78052700	06/22/2021	A00232538Ward's Natural Science	I0065361	88049710	12720	421	4311	67900	0.01			
							12720	421	4311	67900	1,026.36	
78052701	06/22/2021	A00200355West Kern Water District	I0065359	06/10/21	11000	431	5810	65700	2,342.81			
							39000	314	5810	64991	431.87	
							12433	314	5810	69800	0.00	
							12433	314	5810	69800	47.98	
78052702	06/22/2021	A00275443WestAir Gases & Equipment In	I0065376	80378905	11000	352	4310	69610	27.64			
78052703	06/22/2021	A00200360Westec	I0065354	27683	11450	204	5641	09543	17,928.75			
											=====	
									BANK TOTAL	2,826,907.78		

Taft College Purchase Order Activity Report

1-June-2021 through 30-June-2021

FY 20-21

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A	
		NUMBER	NAME	NUMBER	DATE					AMOUNT
ABAUER	06/07/2021	A00200161	CDW-G	P0056641	05/18/2021	05/18/2021			\$15,492.39	
	06/08/2021	A00000456	Uribe, Jose	P0056757	06/08/2021	06/08/2021			\$380.00	
	06/16/2021	A00200165	Centeno, Jose F.	P0056779	06/16/2021	06/16/2021			\$126.54	
		A00220442	Serban Sound & Communication	P0056778	06/16/2021	06/16/2021			\$619.35	
	06/21/2021	A00200352	Waxie Sanitary Supply	P0056781	07/01/2021	07/01/2021			\$3,966.70	
A00212896		Foundation for California Co	P0056780	07/01/2021	07/01/2021			\$88,050.00		

									TOTAL USER	\$108,634.98
AOMEGA	06/02/2021	A00200536	Praxair Distribution, Inc.	P0056733	05/25/2021	05/25/2021			\$225.99	
		A00200729	Landauer, Inc.	P0056746	06/02/2021	06/02/2021			\$8.00	
		A00202979	Health First Corporation	P0056744	06/01/2021	06/01/2021			\$632.21	
	06/10/2021	A00200425	Taft College	P0056755	06/07/2021	06/07/2021			\$307.03	

									TOTAL USER	\$1,173.23
DDURAN	06/01/2021	A00200498	Office Depot	P0056736	05/26/2021	05/26/2021			\$142.57	
		A00200862	Taft College Bookstore	P0056662	05/19/2021	05/19/2021			\$64.34	
	06/07/2021	A00232538	Ward's Natural Science	P0056752	06/07/2021	06/07/2021			\$92.21	
DHICKS	06/08/2021	A00200862	Taft College Bookstore	P0056756	06/07/2021	06/07/2021			\$19.28	
	06/21/2021	A00248932	Abtech	P0056775	07/01/2021	07/01/2021			\$8,345.50	
				P0056776	07/01/2021	07/01/2021			\$6,516.90	
	06/25/2021	A00200116	Burt Electric & Communicatio	P0056769	07/01/2021	07/01/2021			\$942.08	
A00264649		Convergint Technologies, LLC	P0056777	07/01/2021	07/01/2021			\$11,838.00		

									TOTAL USER	\$27,642.48
DRIOS	06/09/2021	A00200063	Austin's Pest Control, Inc.	P0056766	06/09/2021	06/09/2021			\$100.00	

									TOTAL USER	\$100.00
JEDMAISTON	06/08/2021	A00200498	Office Depot	P0056759	06/08/2021	06/08/2021			\$88.11	
	06/29/2021	A00269814	Soccer.com	P0056803	07/01/2021	07/01/2021			\$516.45	
	06/30/2021	A00200432	Taft Union High School	P0056836	07/01/2021	07/01/2021			\$5,000.00	
		A00306660	Advanced Data Storage, Inc.	P0056845	07/01/2021	07/01/2021			\$34.50	

									TOTAL USER	\$5,639.06
JMADDING	06/07/2021	A00202335	Fastenal Industrial & Constr	P0056750	06/02/2021	06/02/2021			\$106.28	
	06/29/2021	A00200181	City of Taft	P0056798	07/01/2021	07/01/2021			\$3,126.85	
		A00200308	Federal Express Corporation	P0056799	07/01/2021	07/01/2021			\$71.94	
	06/29/2021	A00227772	MBS Textbook Exchange, Inc.	P0056800	07/01/2021	07/01/2021			\$4,466.43	
		A00255039	Dormlife, LLC	P0056801	07/01/2021	07/01/2021			\$18,874.69	

									TOTAL USER	\$26,646.19
JROTHGEB	06/08/2021	A00029774	Enciso, Rigoberto	P0056721	05/24/2021	05/24/2021			\$69.00	
	06/10/2021	A00200064	B & B Surplus	P0056771	06/10/2021	06/10/2021			\$53.63	

Taft College Purchase Order Activity Report

1-June-2021 through 30-June-2021

FY 20-21

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
		A00202041	Fresno Oxygen	P0056488	05/03/2021	05/03/2021			\$391.46
	06/16/2021	A00321457	eSpeakers.com Inc.	P0056767	06/09/2021	06/09/2021			\$3,750.00
						TOTAL USER			\$4,264.09
KSTEARMAN	06/08/2021	A00200200	Computerland of Silicon Vall	P0056758	06/08/2021	06/08/2021			\$148.00
		A00314179	Lithographix, Inc.	P0056737	05/26/2021	05/26/2021			\$1,112.00
	06/30/2021	A00002482	May, James Patrick.	P0056839	07/01/2021	07/01/2021			\$1,500.00
		A00200016	4Imprint	P0056806	07/01/2021	07/01/2021			\$6,500.00
		A00200079	Bar Charts, Inc.	P0056809	07/01/2021	07/01/2021			\$330.00
		A00200127	California Dept. of Educatio	P0056812	07/01/2021	07/01/2021			\$2,630.00
		A00200143	Carlson, Kamala A.	P0056813	07/01/2021	07/01/2021			\$7,000.00
		A00200243	Dick Blick	P0056819	07/01/2021	07/01/2021			\$10,000.00
		A00200298	Elsevier Health Science	P0056821	07/01/2021	07/01/2021			\$900.00
		A00200518	Pearson Education	P0056844	07/01/2021	07/01/2021			\$65,500.00
		A00200555	McGraw-Hill	P0056843	07/01/2021	07/01/2021			\$9,000.00
		A00200693	John Wiley & Sons, Inc.	P0056831	07/01/2021	07/01/2021			\$2,000.00
		A00201045	Golling, Greg P.	P0056823	07/01/2021	07/01/2021			\$1,800.00
		A00201549	Harper Collins Publishers	P0056826	07/01/2021	07/01/2021			\$200.00
		A00201685	Cengage Learning	P0056814	07/01/2021	07/01/2021			\$26,900.00
		A00202073	Human Kinetics	P0056828	07/01/2021	07/01/2021			\$350.00
		A00203431	Grimes, Jessica R.	P0056825	07/01/2021	07/01/2021			\$4,000.00
		A00219472	Arbor Crest Publishing	P0056808	07/01/2021	07/01/2021			\$10,500.00
		A00227772	MBS Textbook Exchange, Inc.	P0056840	07/01/2021	07/01/2021			\$61,500.00
				P0056841	07/01/2021	07/01/2021			\$4,000.00
				P0056842	07/01/2021	07/01/2021			\$18,000.00
		A00242940	ICM Distributing Company, In	P0056829	07/01/2021	07/01/2021			\$1,100.00
		A00247606	Collegiate Pacific	P0056816	07/01/2021	07/01/2021			\$2,200.00
		A00253920	Mancomm, Inc.	P0056837	07/01/2021	07/01/2021			\$900.00
		A00258702	Martinson, Larry	P0056838	07/01/2021	07/01/2021			\$2,200.00
		A00258703	College House	P0056815	07/01/2021	07/01/2021			\$13,000.00
		A00258705	El Dorado Trading Group	P0056820	07/01/2021	07/01/2021			\$4,000.00
		A00270994	Legal Books Distributing	P0056833	07/01/2021	07/01/2021			\$900.00
		A00271523	Logical Operations, Inc.	P0056835	07/01/2021	07/01/2021			\$1,650.00
		A00279103	Yabla, Inc.	P0056846	07/01/2021	07/01/2021			\$20,150.00
		A00279155	Jones & Bartlett Learning, L	P0056832	07/01/2021	07/01/2021			\$4,000.00
		A00292869	Colorado Nut Company, Inc.	P0056817	07/01/2021	07/01/2021			\$1,200.00
		A00293918	A&B Athletics	P0056807	07/01/2021	07/01/2021			\$1,200.00
		A00300497	Content Distributors	P0056818	07/01/2021	07/01/2021			\$1,630.00
		A00304231	Higher Education Services, I	P0056827	07/01/2021	07/01/2021			\$650.00
		A00304876	Ingram Book Group LLC	P0056830	07/01/2021	07/01/2021			\$420.00
		A00307514	Great River Learning	P0056824	07/01/2021	07/01/2021			\$42,000.00
		A00319383	Exchange Press	P0056822	07/01/2021	07/01/2021			\$240.00

Taft College Purchase Order Activity Report

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USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00320892	Barnes Welding	P0056810	07/01/2021	07/01/2021				\$2,000.00
		A00323140	Blueprint Service Company	P0056811	07/01/2021	07/01/2021				\$2,000.00
		A00324299	Ace Uniforms LLC	P0056834	07/01/2021	07/01/2021				\$1,500.00

							TOTAL USER			\$336,810.00
MBLANCO	06/01/2021	A00200862	Taft College Bookstore	P0056739	05/27/2021	05/27/2021				\$1,138.99
		A00318642	Randy Witt Productions	P0056592	05/13/2021	05/13/2021				\$6,900.00
	06/14/2021	A00200182	City of Taft Police Departme	P0056768	07/01/2021	07/01/2021				\$430.00
	06/28/2021	A00211077	Strata Information Group	P0056794	06/01/2021	07/01/2021				\$3,442.50
	06/29/2021	A00318943	Nelms, Daniel	P0056797	07/01/2021	07/01/2021				\$1,150.00
		A00200220	Cutrona, Angelo	P0056791	07/01/2021	07/01/2021				\$134.00
		A00277634	Comevo, Inc.	P0056793	07/01/2021	07/01/2021				\$6,335.00
		A00318617	Valsoft Corporation Inc.	P0056792	07/01/2021	07/01/2021				\$5,600.00

							TOTAL USER			\$25,130.49
MSILVEIRA	06/09/2021	A00323386	Cen-Cal Construction	P0056770	06/09/2021	06/09/2021				\$10,463.00
	06/13/2021	A00256341	Terminix	P0056772	06/10/2021	06/10/2021				\$1,500.00

							TOTAL USER			\$11,963.00
MWHITE	06/07/2021	A00200423	Taft City School District	P0056748	06/02/2021	06/02/2021				\$1,985.31
		A00293117	Michael Flooring Inc.	P0056747	06/02/2021	06/02/2021				\$37,426.55
	06/08/2021	A00200228	Dave's Glass Shop	P0056754	07/01/2021	07/01/2021				\$1,700.00
		A00200423	Taft City School District	P0056753	07/01/2021	07/01/2021				\$350.00
		A00308504	Wright Express FSC	P0056749	06/02/2021	06/02/2021				\$834.65
	06/09/2021	A00200282	True Value Home Center	P0056761	06/09/2021	06/09/2021				\$150.00
	06/14/2021	A00200228	Dave's Glass Shop	P0056754	07/01/2021	07/01/2021				\$1,700.00
		A00200282	True Value Home Center	P0056762	06/09/2021	06/09/2021				\$126.54
		A00200309	United Refrigeration, Inc.	P0056760	06/09/2021	06/09/2021				\$78.09
		A00200423	Taft City School District	P0056763	06/09/2021	06/09/2021				\$97.00
		A00201051	Central Sanitary Supply	P0056764	06/09/2021	06/09/2021				\$1,547.83
		A00203460	Ernest Packaging Solutions	P0056765	06/09/2021	06/09/2021				\$950.00
		A00203579	Alcorn Aire, Inc.	P0056751	07/01/2021	07/01/2021				\$31,825.00
	06/28/2021	A00308504	Wright Express FSC	P0056790	07/01/2021	07/01/2021				\$678.20
	06/29/2021	A00200423	Taft City School District	P0056802	07/01/2021	07/01/2021				\$511.63
		A00200017	A.P.I. Plumbing	P0056789	07/01/2021	07/01/2021				\$366.71
		A00200282	True Value Home Center	P0056787	07/01/2021	07/01/2021				\$76.72
		A00200715	Kern Electric Distributors	P0056786	07/01/2021	07/01/2021				\$59.85
		A00288637	Otis Elevator Company	P0056788	07/01/2021	07/01/2021				\$2,900.00
	06/30/2021	A00200715	Kern Electric Distributors	P0056804	07/01/2021	07/01/2021				\$48.26

							TOTAL USER			\$81,712.34

Taft College Purchase Order Activity Report

1-June-2021 through 30-June-2021

FY 20-21

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A		
		NUMBER	NAME	NUMBER	DATE					AMOUNT	
NFIGUEROA	06/30/2021	A00271281	WKCCD-Taft College Grant Cle	P0056847	06/30/2021	07/01/2021			\$1,650.00		
				P0056848	06/30/2021	07/01/2021			\$19,800.00		

						TOTAL USER			\$21,450.00		
SCRISS	06/01/2021	A00259082	Lozano Smith, LLP	P0056735	05/26/2021	05/26/2021			\$20,000.00		
				A00200044	American General Media	P0056639	05/18/2021	05/18/2021		\$13,500.00	
				A00200222	Daily Midway Driller	P0056633	05/18/2021	05/18/2021		\$500.00	
				06/14/2021	A00259082	Lozano Smith, LLP	P0056773	06/14/2021	06/14/2021		\$5,000.00
				06/21/2021	A00200222	Daily Midway Driller	P0056782	06/21/2021	06/21/2021		\$580.00

						TOTAL USER			\$39,580.00		
TROWDEN	06/07/2021	A00200168	Central Valley Occupational	P0056745	06/02/2021	06/02/2021			\$75.00		
				A00200182	City of Taft Police Departme	P0056743	06/01/2021	06/01/2021		\$145.00	
				A00200238	Department of Justice	P0056742	06/01/2021	06/01/2021		\$160.00	
				06/25/2021	A00243587	United Healthcare Insurance	P0056783	07/01/2021	07/01/2021		\$264,000.00
					A00243588	AARP Health Care Options	P0056784	07/01/2021	07/01/2021		\$234,000.00
06/28/2021	A00200168	Central Valley Occupational	P0056785	06/22/2021	06/22/2021		\$305.00				

						TOTAL USER			\$498,685.00		
WBELCHER	06/16/2021	A00200862	Taft College Bookstore	P0056774	06/14/2021	06/14/2021			\$722.42		

						TOTAL USER			\$722.42		

**West Kern Community College District
Board of Trustees Meeting
July 14, 2021**

**Agenda Item 12.
A. Academic Employment**

1. Fall 2021 Division Chair Assignments

Item	Name	Assignment	Stipend Amount	Effective Date
			\$10,625.22	
a.	Bandy, Kanoe	Allied Health/Applied Tech Division Chair	(\$1,062.52/month)	8/16/2021 - 5/20/2022
			\$10,625.22	
b.	Carlson, Kamla	English Language Arts Division Chair	(\$1,062.52/month)	8/16/2021 - 5/20/2022
			\$11,953.37	
c.	Jiles, Michael	Social Science Division Chair	(\$1,195.33/month)	8/16/2021 - 5/20/2022
			\$11,953.37	
d.	Mayfield, Michael	Math/Science Division Chair	(\$1,195.33/month)	8/16/2021 - 5/20/2022
			\$9,297.07	
e.	Rangel-Escobedo, Juana	Learning Support Division Chair	(\$929.70/month)	8/16/2021 - 5/20/2022
			\$11,953.37	
f.	Rodenhauser, Debora	Business, Arts, & Humanities Division Chair	(\$1,195.33/month)	8/16/2021 - 5/20/2022

2. Summer 2021 Extra Duty Assignments

Item	Name	Assignment	Hourly Rate	Effective Date
a.	Bledsoe, Adam	Extra Duty: Excel Basic & Intermediate Training	\$74.62	6/14/2021 - 6/24/2021

West Kern Community College District
Board of Trustees Meeting
July 14, 2021

Agenda Item 12.
B. Classified Employment

1. Classified

Item	Name	Assignment	Range/ Step	FTE	Hourly Rate	Effective Date
a.	Castro, Daniela	Temporary Bookstore Clerk	1A	A/N	\$14.00	6/10/2021
b.	Rosenburger, Jadyann	Temporary Bookstore Clerk	1A	A/N	\$14.00	7/12/2021
c.	Salomon, Anaid	CDC Associate Teacher	5A	47.5%	\$14.66	6/17/2021
d.	Simenok, Sheri	CDC Associate Teacher	5A	47.5%	\$14.66	6/21/2021
e.	Turner, Jordyn	Temporary Bookstore Clerk	1A	A/N	\$14.00	7/12/2021
f.	Wise, Jacob	Extra Duty: Learning Center Administrative Clerk	13A	A/N	\$17.87	6/10/2021

2. Management

Item	Name	Assignment	Range/ Step	FTE	Monthly Rate	Effective Date
a.	del Rosario, Heather	Working Out of Class - Security Department	--	--	\$1,288.13	7/1/2021
b.	Bell, Damon	Interim Vice President, Student Services	25/8	100%	\$14,634.67	7/1/2021

C. Resignations/Retirements

Item	Name	Position	Range/ Step	FTE	Stipend/ Salary	Effective Date
a.	Ferguson, Bruce	Athletic Trainer / Gym Facilites Manager	--	--	--	7/30/2021
b.	Belcher, Brittany	Child Development Center Cook	--	--	--	6/30/2021
c.	Kasper, Kevin	Programmer II	--	--	--	9/17/2021

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2020-2021
 FOR THE MONTH ENDING June 30, 2021**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	21,216,280	21,319,097	17,673,383	0	3,645,714
8800	Local Revenues	8,117,179	8,117,225	8,128,699	0	-11,474
Summary		29,333,459	29,436,322	25,802,082	0	3,634,240

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2020-2021
 For the Month Ending June 30, 2021**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	9,534,565	9,583,694	9,261,825	0	321,869
2000	Classified & Other Nonacademic Sala	5,458,862	5,465,650	5,149,606	0	316,044
3000	Employee Benefits	8,485,784	8,500,980	6,964,578	0	1,536,402
4000	Supplies and Materials	505,745	459,599	238,014	12,475	221,585
5000	Other Operating Expenses & Services	4,410,186	4,376,749	2,583,626	1,120,987	1,793,123
5899	Contingency Reserve	379,491	328,708	0	0	328,708
6000	Capital Outlay	165,493	180,608	107,721	1,228	72,887
7000	Other Outgo	101,000	145,138	69,759	0	75,379
7200	Transfers	292,332	292,378	3,394,813	16,323	-3,102,435
		29,333,459	29,333,505	27,769,942	1,151,013	1,563,563

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of June 2021**

Check Number	Check Date	Vendor Name	Description	Net Amount
78052420	06/07/2021	Alcorn Aire, Inc.	HVAC Air Purification System	20,000.00
78052420	06/07/2021	Alcorn Aire, Inc.	Bard 4 ton Seer Heat pump	11,533.00
78052422	06/07/2021	American General Media	Advertising	13,500.00
78052439	06/07/2021	Colombo Construction Co., Inc.	Colombo - Student Center - Open PO for year end	1,258,178.56
78052446	06/07/2021	Grainger	COVID-19 HVAC Air Filters	18,934.07
78052451	06/07/2021	Lozano Smith, LLP	Legal Retainer	20,000.00
78052469	06/07/2021	SWACC	SWACC - 21-22 Insurance Renewal - Liability	149,130.00
78052480	06/07/2021	West Kern Adult Education Network JPA	2020-21 AEBG Pass-through to WKEAN	69,387.00
78052480	06/07/2021	West Kern Adult Education Network JPA	2020-21 AEBG Pass-through to WKEAN	69,386.00
78052482	06/07/2021	Westec	WESTEC - 2020-21 Contract FTES	17,928.75
78052488	06/14/2021	Berchtold Equipment Co.	Grounds Equipment - Tractor	35,721.25
78052504	06/14/2021	Ernest Packaging Solutions	Covid 19 Supplies/hand towels, liners,	26,286.15
78052507	06/14/2021	FFP Fund V Lessee1, LLC	ForeFront Power - 20-21 Year End PO	27,285.07
78052515	06/14/2021	John Karwoski	John Karwoski - student center open po	10,920.00
78052552	06/14/2021	Westec	WESTEC - 2020-21 Contract FTES	17,928.75
78052614	06/16/2021	Alcorn Aire, Inc.	HVAC Air Purification System	87,007.30
78052615	06/16/2021	AMS.NET	Student Ctr/Networking/ Wireless Quote Q-00050155	39,910.77
78052621	06/16/2021	CDW-G	Ipad for remote curriculum review meetings	17,225.63
78052621	06/16/2021	CDW-G	Student use computers for hybrid remote learning	72,778.04
78052669	06/22/2021	Apple Computer Inc.	Student Macbooks for hybrid format-remote learning	23,236.26
78052687	06/22/2021	P. G. & E.	PG&E - 20-21 - District	12,888.34
78052690	06/22/2021	Sierra School Equipment Co.	Sierra School Equipment - Student Center Furniture	408,826.83
78052703	06/22/2021	Westec	WESTEC - 2020-21 Contract FTES	17,928.75
				2,445,920.52

ASO 2020/21
Balance Sheet
As of June 30, 2021

June 30, 2021

ASSETS

Current Assets

Checking/Savings

ASO Safe 1	225,733.55
ASO Safe 1 - Savings	143.80

Total Checking/Savings	225,877.35
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Total Current Assets	225,877.35
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TOTAL ASSETS	225,877.35
---------------------	-------------------

LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above	1,692.00
Art Club	834.00
ASO Athletics	41,969.84
ASO General - Interest	108.62
ASO General - Bank Charges	-40.00
ASO General - Operating	109,644.35
ASSE	385.43
Baseball Club	5,561.99
Best Buddies	4,166.89
Cougar Echo	773.50

D.H. GENERAL

D.H. CLASS OF 2021	70.00
D.H. CLASS OF 2020	0.00
D.H. GENERAL - Other	3,395.11

Total D.H. GENERAL	3,465.11
---------------------------	----------

ECE	3,518.99
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Golf Club - Mens	1,365.00
Golf Club - Womens	1,121.25
Intersivity Club	1,703.37
Literary Club	1,831.53
NSLS Club	3,905.15
On Our Own	885.43
Performing Arts	3,402.62
Phi Theta Kappa	700.00
Roleplaying Game Club	745.42
Soccer Club - Mens	3,063.01
Soccer Club - Womens	3,035.40
Social Science/ Research	3,239.31
Softball Fund	5,450.54

ASO 2020/21
Balance Sheet
As of June 30, 2021

Spectrum	1,655.38
STEM	3,972.40
TC Cares	609.00
TIL Reunion	1,461.73
Uniform Replacement	10,282.45
Veterans Club	1,639.91
Women's Athletic Club	2,860.79
Women's Basketball Club	866.94
Total Restricted Funds	225,877.35
Total Equity	225,877.35
TOTAL LIABILITIES & EQUITY	225,877.35

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 02, 2021 10:39:38AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 549200

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$5,272.23

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$76.60	\$76.60
RESTRICTED FUND	84097	0886	5490	\$4,460.00	\$4,460.00
CHILD DEVELOPMENT	84496	0886	5490	\$523.38	\$523.38
CAFETERIA	84699	0886	5490	\$212.25	\$212.25

TOTAL DEPOSIT: \$5,272.23

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$5,272.23 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210150

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE

DEPOSIT TRANSACTIONS

J73855 DC0100 L.00.01 06/02/21 PAGE 1

Date last used from: 00/00/0000 To 99/99/9999
Transaction Number from: 210150 To 210150
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
210150	06/02/2021	06/02/2021	WKCCD DEPOSIT			
				ENTERED BY: MDJB		UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	76.60	N
2.	78	DENTAL HYGIENE CLINIC REVENUE		12650-205-8892-12042	4,460.00	N
3.	78	CAFETERIA SALES		32000-422-8841-69400	212.25	N
4.	78	REIMBURSEMENT		33528-310-2190-69200	261.69	N
5.	78	REIMBURSEMENT		33588-310-2190-69200	261.69	N
				TOTAL AMOUNT	5,272.23	*
				DISTRICT TOTAL	5,272.23	**
				GRAND TOTAL	5,272.23	***

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
 SUBMIT DATE
Jun 02, 2021 10:36:15AM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 DEPT NO. 0886
 EROD NO. 549196

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$8.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$8.00	\$8.00

TOTAL DEPOSIT: \$8.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$8.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210149

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE

DEPOSIT TRANSACTIONS

J73857 DC0100 L.00.01 06/02/21 PAGE 1

Date last used from: 00/00/0000 To 99/99/9999
Transaction Number from: 210149 To 210149
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
210149	06/02/2021	06/02/2021	WKCCD DEPOSIT			
1.	78	STUDENT RECEIPTS		11000-000-9161-00000		
					8.00	N
					8.00	*
					8.00	**
					8.00	***

ENTERED BY: MDJB UNAPPROVED

TOTAL AMOUNT

DISTRICT TOTAL

GRAND TOTAL

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 09, 2021 01:16:50PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 549783

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$6,094.71

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$6,094.71	\$6,094.71

TOTAL DEPOSIT: \$6,094.71

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$6,094.71 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210151

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/09/2021 To 06/09/2021
Transaction Number from: 210151 To 210151
Date entered from: 00/00/0000 To 99/99/9999

J78467 DC0100 L.00.01 06/09/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210151	06/09/2021	06/09/2021	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	6,094.71
				TOTAL AMOUNT	6,094.71
				DISTRICT TOTAL	6,094.71
				GRAND TOTAL	6,094.71

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Jun 09, 2021 01:17:51PM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
549784

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$212.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$212.00	\$212.00

TOTAL DEPOSIT: \$212.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$212.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #210152

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A TRUE AND
CORRECT RECORD OF THE TOTAL AMOUNT
DUE THE KERN COUNTY TREASURER TO
AND INCLUDING:

NOT PROCESSED

NOT SIGNED
AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/09/2021 To 06/09/2021
Transaction Number from: 210152 To 210152
Date entered from: 00/00/0000 To 99/99/9999

J78468 DC0100 L.00.01 06/09/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210152	06/09/2021	06/09/2021	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	212.00
				TOTAL AMOUNT	212.00
				DISTRICT TOTAL	212.00
				GRAND TOTAL	212.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
 SUBMIT DATE
Jun 09, 2021 01:19:30PM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 EROD NO.
549785

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$46,723.24

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$40,645.00	\$40,645.00
RESTRICTED FUND	84097	0886	5490	\$5,855.24	\$5,855.24
CAFETERIA	84699	0886	5490	\$223.00	\$223.00

TOTAL DEPOSIT: \$46,723.24

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$46,723.24 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210153

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 06/09/2021 To 06/09/2021
 Transaction Number from: 210153 To 210153
 Date entered from: 00/00/0000 To 99/99/9999

J78469 DC0100 L.00.01 06/09/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210153	06/09/2021	06/09/2021	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	395.00
2.	78	OPEB		11000-412-5990-73900	40,250.00
3.	78	HEERF II		12720-421-8199-00000	5,855.24
4.	78	CAFETERIA SALES		32000-422-8841-69400	223.00
				TOTAL AMOUNT	46,723.24
				DISTRICT TOTAL	46,723.24
				GRAND TOTAL	46,723.24

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 16, 2021 10:27:38AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 550309

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$4,939.30**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$4,939.30	\$4,939.30

TOTAL DEPOSIT: **\$4,939.30**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$4,939.30 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210155**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/16/2021 To 06/16/2021
Transaction Number from: 210155 To 210155
Date entered from: 00/00/0000 To 99/99/9999

J81806 DC0100 L.00.01 06/16/21 PA

				APPROVED AND UNAPPROVED TRANSACTIONS		
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
210155	06/16/2021	06/16/2021	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	4,939.30
1.	78	BOOKSTORE SALES		31000-423-8841-69100		4,939.30
					TOTAL AMOUNT	4,939.30
					DISTRICT TOTAL	4,939.30
					GRAND TOTAL	4,939.30

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 16, 2021 10:29:00AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 550310

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$806.47**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$806.47	\$806.47

TOTAL DEPOSIT: **\$806.47**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$806.47 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210156

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 06/16/2021 To 06/16/2021
 Transaction Number from: 210156 To 210156
 Date entered from: 00/00/0000 To 99/99/9999

J81807 DC0100 L.00.01 06/16/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210156	06/16/2021	06/16/2021	WKCCD DEPOSIT		806.47
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	806.47
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	806.47
				DISTRICT TOTAL	806.47
				GRAND TOTAL	806.47

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
 SUBMIT DATE
Jun 16, 2021 10:31:25AM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 EROD NO.
550313

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$278,208.48

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$11,885.90	\$11,885.90
CHILD DEVELOPMENT	84496	0886	5490	\$32,114.29	\$32,114.29
TIL	84697	0886	5490	\$220,539.83	\$220,539.83
CAFETERIA	84699	0886	5490	\$13,668.46	\$13,668.46

TOTAL DEPOSIT: \$278,208.48

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$278,208.48 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210157

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 06/16/2021 To 06/16/2021
 Transaction Number from: 210157 To 210157
 Date entered from: 00/00/0000 To 99/99/9999

J81809 DC0100 L.00.01 06/16/21 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210157	06/16/2021	06/16/2021	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	556.60
2.	78	DEGREE VERIFY		11000-301-8879-64500	380.00
3.	78	REIMBURSEMENT		11000-352-5750-69614	1,890.00
4.	78	REIMBURSEMENT		11000-318-8160-00000	352.00
5.	78	REIMBURSEMENT		11999-000-7412-73900	8.00
6.	78	RETAINED FINANCIAL AID		11000-000-9526-00000	8,120.00
7.	78	TRANSCRIPT FEES		11000-000-8879-00000	579.30
8.	78	CAFETERIA SALES		32000-422-8841-69400	13,668.46
9.	78	CC CHILD CARE FOOD		33429-310-8621-69250	312.47
10.	78	CC CHILD CARE FOOD		33429-310-8159-69250	5,401.82
11.	78	CC EARLY HEAD START		33000-310-8890-69200	26,400.00
12.	78	TIL REGIONAL CENTERS		39000-314-8699-64991	220,539.83
				TOTAL AMOUNT	278,208.48
				DISTRICT TOTAL	278,208.48
				GRAND TOTAL	278,208.48

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 15, 2021 12:54:07PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 550241

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$1,156,854.25

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOND	80785	0886	5490	\$1,156,854.25	\$1,156,854.25

TOTAL DEPOSIT: \$1,156,854.25

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$1,156,854.25 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210154

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED _____
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED _____
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 06/15/2021 To 06/15/2021
 Transaction Number from: 210154 To 210154
 Date entered from: 00/00/0000 To 99/99/9999

J81182 DC0100 L.00.01 06/15/21 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210154	06/15/2021	06/15/2021	WKCCD DEPOSIT		
1.	78	BOND - STUDENT CENTER		42350-000-8981-00000	
				ENTERED BY: MDJB UNAPPROVED	1,156,854.25
				TOTAL AMOUNT	1,156,854.25
				DISTRICT TOTAL	1,156,854.25
				GRAND TOTAL	1,156,854.25

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 23, 2021 10:17:31AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 550845

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$53,181.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$49,091.00	\$49,091.00
RESTRICTED FUND	84097	0886	5490	\$4,090.00	\$4,090.00

TOTAL DEPOSIT: \$53,181.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$53,181.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210158

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/23/2021 To 06/23/2021
Transaction Number from: 210158 To 210158
Date entered from: 00/00/0000 To 99/99/9999

J85440 DC0100 L.00.01 06/23/21 PA

				APPROVED AND UNAPPROVED TRANSACTIONS		
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
210158	06/23/2021	06/23/2021	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED		
1.	78	CREDIT CARD	STUDENT RECEIPTS	11000-000-9161-00000		49,091.00
2.	78	HOUSING	PAYMENTS	35000-000-8851-00000		4,090.00
TOTAL AMOUNT						53,181.00
DISTRICT TOTAL						53,181.00
GRAND TOTAL						53,181.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 23, 2021 10:20:43AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 550846

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$742,744.37**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$635.60	\$635.60
RESTRICTED FUND	84097	0886	5490	\$681,167.55	\$681,167.55
CHILD DEVELOPMENT	84496	0886	5490	\$1,046.76	\$1,046.76
BOOKSTORE	84698	0886	5490	\$59,610.89	\$59,610.89
CAFETERIA	84699	0886	5490	\$283.57	\$283.57

TOTAL DEPOSIT: **\$742,744.37**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$742,744.37 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210159

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 06/23/2021 To 06/23/2021
 Transaction Number from: 210159 To 210159
 Date entered from: 00/00/0000 To 99/99/9999

J85441 DC0100 L.00.01 06/23/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210159	06/23/2021	06/23/2021	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS	11000-412-8876-67300		76.60
2.	78	REIMBURSEMENT	11000-000-7211-00000		485.00
3.	78	RETAINED FINANCIAL AID	11000-000-9526-00000		74.00
4.	78	FEDERAL WORK STUDY	12401-353-8153-64600		4,314.82
5.	78	FWS ADMIN ALLOWANCE	12401-353-8151-64600		215.18
6.	78	TPSID	12433-314-8199-00000		15,482.50
7.	78	LIBRARY PROGRAMS	12201-203-8892-61200		302.00
8.	78	HEERF II	12720-421-8199-00000		583,802.02
9.	78	HEERF I	12725-421-8199-00000		77,051.03
10.	78	BOOKSTORE SALES	31000-423-8841-69100		59,610.89
11.	78	CAFETERIA SALES	32000-422-8841-69400		283.57
12.	78	REIMBURSEMENT	33528-310-2190-69200		523.38
13.	78	REIMBURSEMENT	33588-310-2190-69200		523.38
TOTAL AMOUNT					742,744.37
DISTRICT TOTAL					742,744.37
GRAND TOTAL					742,744.37

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 24, 2021 01:45:47PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 551007

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$2,253,748.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
PROP 30 APPORTIONMENT	84096	0886	5490	\$2,253,748.00	\$2,253,748.00

TOTAL DEPOSIT: \$2,253,748.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$2,253,748.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210160

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/24/2021 To 06/24/2021
Transaction Number from: 210160 To 210160
Date entered from: 00/00/0000 To 99/99/9999

J86502 DC0100 L.00.01 06/24/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210160	06/24/2021	06/24/2021	WKCCD DEPOSIT		
1.	78	PROP 30	APPORTIONMENT	11005-000-8616-00000	
				ENTERED BY: MDJB UNAPPROVED	2,253,748.00
				TOTAL AMOUNT	2,253,748.00
				DISTRICT TOTAL	2,253,748.00
				GRAND TOTAL	2,253,748.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 29, 2021 09:01:54AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 551302

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$105,203.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
JUNE SCHOOL APPORTIONMENT	84096	0886	5490	\$19,881.00	\$19,881.00
JUNE SCHOOL APPORTIONMENT	84097	0886	5490	\$85,322.00	\$85,322.00

TOTAL DEPOSIT: \$105,203.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$105,203.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210162

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS

J87859 DC0100 L.00.01 06/29/21 PAC

Date last used from: 06/29/2021 To 06/29/2021
 Transaction Number from: 210162 To 210162
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210162	06/29/2021	06/29/2021	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	JUNE SCHOOL APPORTIONMENT		11006-201-8633-00000	19,881.00
2.	78	JUNE SCHOOL APPORTIONMENT		12000-311-8623-64200	4,290.00
3.	78	JUNE SCHOOL APPORTIONMENT		12000-311-8660-64200	834.00
4.	78	JUNE SCHOOL APPORTIONMENT		12571-411-8628-67300	4,000.00
5.	78	JUNE SCHOOL APPORTIONMENT		12000-318-8699-64800	2,268.00
6.	78	JUNE SCHOOL APPORTIONMENT		12000-318-8699-64800	537.00
7.	78	JUNE SCHOOL APPORTIONMENT		12603-125-8643-68900	69,386.00
8.	78	JUNE SCHOOL APPORTIONMENT		12653-301-8699-63900	4,007.00
				TOTAL AMOUNT	105,203.00
				DISTRICT TOTAL	105,203.00
				GRAND TOTAL	105,203.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
 SUBMIT DATE
Jun 29, 2021 09:06:07AM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 EROD NO.
551303

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$215,557.44**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
LOTTERY APPORTIONMENT	84096	0886	5490	\$102,817.08	\$102,817.08
LOTTERY APPORTIONMENT	84097	0886	5490	\$112,740.36	\$112,740.36

TOTAL DEPOSIT: \$215,557.44

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$215,557.44 CREDIT CARD: \$0.00 NOTES: DEPOSIT #210161

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 06/29/2021 To 06/29/2021
 Transaction Number from: 210161 To 210161
 Date entered from: 00/00/0000 To 99/99/9999

J87858 DC0100 L.00.01 06/29/21 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210161	06/29/2021	06/29/2021	WKCCD DEPOSIT		
				ENTERED BY: MDJB UNAPPROVED	
1.	78	LOTTERY APPORTIONMENT		11477-000-8681-00000	102,817.08
2.	78	LOTTERY APPORTIONMENT		12477-000-8681-00000	112,740.36
				TOTAL AMOUNT	215,557.44
				DISTRICT TOTAL	215,557.44
				GRAND TOTAL	215,557.44

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 30, 2021 09:49:19AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO. 551461

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$6,395.89

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$6,395.89	\$6,395.89

TOTAL DEPOSIT: \$6,395.89

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$6,395.89 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210163

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/30/2021 To 06/30/2021
Transaction Number from: 210163 To 210163
Date entered from: 00/00/0000 To 99/99/9999

J88579 DC0100 L.00.01 06/30/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210163	06/30/2021	06/30/2021	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	6,395.89
				TOTAL AMOUNT	6,395.89
				DISTRICT TOTAL	6,395.89
				GRAND TOTAL	6,395.89

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jun 30, 2021 09:51:16AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 551464

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$28,325.27

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$237.40	\$237.40
RESTRICTED FUND	84097	0886	5490	\$22,909.92	\$22,909.92
CHILD DEVELOPMENT	84496	0886	5490	\$5,002.45	\$5,002.45
CAFETERIA	84699	0886	5490	\$175.50	\$175.50

TOTAL DEPOSIT: \$28,325.27

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$28,325.27 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210164

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 06/30/2021 To 06/30/2021
Transaction Number from: 210164 To 210164
Date entered from: 00/00/0000 To 99/99/9999

J88580 DC0100 L.00.01 06/30/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION		AMOUNT
LN.	DI	DETAIL	DESCR	-FUND-ORG-ACCT-PROGR-	
210164	06/30/2021	06/30/2021	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS	11000-412-8876-67300		237.40
2.	78	DHS ADMIN	12602-309-8839-64992		2,729.75
3.	78	FOUNDATION SALARIES	12000-114-8892-70999		13,448.88
4.	78	REIMBURSEMENT	12607-223-8699-66005		6,731.29
5.	78	CAFETERIA SALES	32000-422-8841-69400		175.50
6.	78	CC CHILD CARE FOOD	33429-310-8621-69250		282.96
7.	78	CC CHILD CARE FOOD	33429-310-8159-69250		4,719.49
				TOTAL AMOUNT	28,325.27
				DISTRICT TOTAL	28,325.27
				GRAND TOTAL	28,325.27

WEST KERN COMMUNITY COLLEGE DISTRICT

Travel Period: 6/1/2021 - 7/01/2021

Employee	Event/Purpose	Location	Travel Start Date	Travel End Date	Estimated Cost
Bandy, Kanoe	CCC Athletic Director Convention	South Lake Tahoe, NV	6/28/21	7/1/21	\$ 1,093.96
Bishop, Marianne	Online Teaching Conference	Virtual	6/21/21	6/23/21	\$ 250.00
Brixey, Gabrielle	Recruiting Tournament	Las Vegas, NV	6/4/21	6/6/21	\$ 716.00
Brixey, Gabrielle	Recruiting Tournament	Las Vegas, NV	6/25/21	6/27/21	\$ 731.00