

**WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING**

October 12, 2022

Cougar Room
(Access Through the Library Entrance)

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
 - F. Conference with Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
 - G. 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 – Special meeting September 14, 2022 and Regular meeting September 14, 2022
9. NEW BUSINESS:
 - A. Request for Approval – 2022/23 West Kern Community College District Adopted Budget Adjustments
 - B. Request for Approval – Purchase of Real Property – 905 Arroyo Way, Taft, CA; \$534,164.00
 - C. First Reading – Memorandum of Understanding between Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District Enrollment Limits (No Action)
 - D. Second Reading and Request for Approval – Board Policy Revisions
BP #5700 Intercollegiate Athletics
BP #7340 Leaves
 - E. Second Reading and Request for Approval – Board Policy Review
BP #5210 Communicable Disease – Students
BP #5300 Student Equity
BP #6750 Parking

- F. Request for Approval – Revision of Administrative Procedure #5011 – Admission and Concurrent Enrollment of High School and Other Young Adults

10. CONSENT AGENDA (Items A – P)

- A. Request for Ratification – K-16 Collaborative (Kern Regional K-16 Educational Collaborative) Contract #302707 Memorandum of Understanding; 7/1/22 – 6/30/26
- B. Request for Approval – Agreement with the Chancellor’s Office Tax Offset Program (COTOP); 10/1/22 – 12/31/23
- C. Information Item – Use of Proposition 55 Education Protection Account (EPA) Funds for FY 2022/23
- D. Request for Ratification – Execution of Child and Adult Food Program Permanent Single Agreement (PSA)
- E. Request for Approval – Purchase of Driving Simulators from Virtual Driver Interactive (VDI); \$36,500.00
- F. Request for Approval – Agreement with Foundation for California Community Colleges – The Vision Resource Center Project; Effective until 6/30/25
- G. Request for Approval – Kennedy & Company Contract for Service for CRM Admin-Level Support for Salesforce CRM; Upon Approval until 9/30/23; Not to Exceed \$32,500.00
- H. Request for Approval – Agreement for Production of Website Campus Virtual Tour; \$18,000.00
- I. Request for Approval – Purchase of One (1) Hauling Model Golf Cart; \$14,996.78
- J. Request for Approval – Convergent Proposal for Security Technical Services for the Cougar Dorms Key Card Readers; \$12,936.00
- K. Request for Approval – Contract with School Datebooks to produce Student Planners for the 2023-24 Academic Year; Not to Exceed \$9,789.08
- L. Request for Approval – IssueTrak Software Maintenance Renewal 2022-23; October 2022-October 2023; \$3,650.00
- M. Request for Approval – TeamViewer Subscription Renewal 2022-23; 10/14/22 – 10/13/23; \$2,482.80
- N. Request for Approval – MTS Maintenance Contract Renewal 2022-23; Quote #20201116i-B; 11/28/22 – 11/27/23; \$1,451.05
- O. Request for Approval – Facility Use Agreement with West Side Recreation and Parks District – Franklin Field
- P. Ratification of the September 2022 Vendor Check & Purchase Order Registers

11. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

12. EMPLOYMENT (Action)

- A. Academic (Appendix I)
- B. Classified/Confidential/Management Employment (Appendix II)
- C. Separations (Appendix III)

13. REPORTS:

- A. Financial Reports (For Information)
 - 1. Revenue Accounts (Account Level 1) FY 2021/22
 - 2. Expenditure Accounts (Account Level 1) FY 2021/22

3. Expenditure Detail of \$10,000.00 or Greater, September 2022
 4. Student Organization and Special Accounts, September 2022
 5. Funds Deposited in County Treasury, September 2022
 6. Employee Travel Report – September 2022
 - 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 scheduled for Wednesday, November 9, 2022, at 5:00 p.m.
16. CONTINUATION OF CLOSED SESSION (If Necessary)
17. ADJOURNMENT

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

SPECIAL MEETING

September 14, 2022

The special meeting of the Board of Trustees of the West Kern Community College District was called to order at 4:03 p.m. by President Dawn Cole. Secretary Michael Long and trustees Kathy Orrin, Lisa Ramirez and Billy White were present. Acting Superintendent/President Brock McMurray and Executive Secretary Sarah Criss were in attendance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

There were no public comments.

NEW BUSINESS

First Presentation – Proposed Cost of Living Adjustment Increase of 6.56% to the 2022-23 Classified Salary Schedules, Appendix A; Implementation Date Retroactive to 7/1/22

First Presentation – Proposed Cost of Living Adjustment Increase of 6.56% to the 2022-23 Faculty Salary Schedules, Appendix B-1, B-2, B-3; Implementation Date Retroactive to 7/1/22

Brock McMurray informed the Board that through the bargaining process it was agreed by both the classified and faculty units to recommend the passing of the 6.56% COLA to the classified salary schedule.

PUBLIC COMMENTS ON THE 2022/23 PROPOSED BUDGET

There were no comments.

2021/22 BUDGET STUDY SESSION

Mr. McMurray began the study session by recognizing efforts made by staff during a transition of multiple positions within Fiscal Services. He provided highlights of the state and local budgets, noting that this was a strong budget year for the District. The most notable increase is from one-time deferred maintenance monies that will give the District \$5.1 million to use in facility and instructional equipment upgrades or repairs. Funds focused on student retention/recruitment and state COVID-19 monies will be added to the budget as more information is obtained.

Local budget figures reflected a lower Other Post-Employment Benefit (OPEB) rate, an increased amount added to contingency funds and a steady FTE position in the Student Centered Funding Formula (SCFF). The FTEs have been under a hold harmless status during the pandemic. This year the District has applied for a one-year state program to protect against post-pandemic effects. Mr. McMurray told the Board that the District needs to strongly address enrollment figures, and retention efforts.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, September 14, 2022.

ADJOURNMENT

At 4:57 p.m., on a motion by Trustee White, seconded by Secretary Long and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Michael Long, Secretary

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

REGULAR MEETING

September 14, 2022

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:00 p.m. by President Dawn Cole. Secretary Michael Long and trustees Kathy Orrin, Lisa Ramirez and Billy White were present. Acting Superintendent/President Brock McMurray and Executive Secretary Sarah Criss were in attendance.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:01 p.m. it was moved by Secretary Long, seconded by Trustee White and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

- 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)
 - a. Agency Designated Representative: Superintendent/President
 - b. 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)

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 6:01 p.m., it was moved by Trustee White, seconded by Trustee Orrin and unanimously carried, to reconvene in Public Session. President Cole reported that no action was taken.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

There were no public comments.

GENERAL COMMUNICATIONS

There were no general communications.

APPROVAL OF MINUTES

On a motion by Trustee White, seconded by Secretary Long and unanimously carried, the minutes of the Special meeting held August 4, 2022 and the Regular meeting held August 10, 2022 were approved.

NEW BUSINESS

Request for Approval – 2022/23 West Kern Community College District Budget

President Cole thanked staff for work completed to present the budget, noting the transition in key fiscal positions made the task challenging. On a motion by Secretary Long, seconded by Trustee Orring and unanimously carried, the budget was approved.

Request for Approval – Proposed Cost of Living Adjustment Increase of 6.56% to the 2022-23 Classified Salary Schedules, Appendix A

Brock McMurray informed the Board that through the bargaining process it was agreed to recommend the passing of the 6.56% COLA to the classified salary schedule. On a motion by Trustee White, seconded by Trustee Ramirez and unanimously carried, the request was approved.

Request for Approval – Proposed Cost of Living Adjustment Increase of 6.56% to the 2022-23 Faculty Salary Schedules, Appendix B-1, B-2, and B-3

Mr. McMurray said that through the bargaining process it was agreed to recommend the passing of the 6.56% COLA to the faculty salary schedule. On a motion by Secretary Long, seconded by Trustee Ramirez and unanimously carried, the request was approved.

Request for Approval – Cost of Living Adjustment Increase of 6.56% to the 2022-23 Management and Confidential Salary Schedules

Mr. McMurray noted that as has been past practice, it is recommended to pass the 6.56% COLA to the management and confidential salary schedules in alignment with the represented units. On a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the request was approved.

Request for Ratification – Proposal from Alexander Strautman for Website Redesign; Estimated \$66,000.00

Susan Groveman discussed the approved contract with Barkley REI for the website redesign. The contract includes the first 25 pages of copywriting. This agreement with Alexander Strautman, a senior copywriter, would provide copywriting for 247 pages and will keep the redesign on deadline (copy attached to official minutes). On a motion by Secretary Long, seconded by Trustee Ramirez and unanimously carried, the agreement were approved.

First Reading – Board Policy Revision (No Action)

- BP #5700 Intercollegiate Athletics**
- BP #7340 Leaves**

Mr. McMurray stated that the minor changes to these policies brought them up to date with current law and local practices (copy attached to official minutes).

First Reading – Board Policy Review

BP #5210 **Communicable Disease – Students**
BP #5300 **Student Equity**
BP #6750 **Parking**

Mr. McMurray said that the policies were reviewed and found to still be current (copy attached to official minutes).

CONSENT AGENDA:

- A. Request for Ratification – Purchase of Three (3) Golf Carts; \$43,509.29
- B. Request for Approval – Agreement with Foundation for California Community Colleges (FCCC) to Provide Microsoft Campus Agreement with Computerland of Silicon Valley; 9/16/22 – 9/15/23; \$34,710.50
- C. Request for Approval – Ellucian Professional Services Order Form Agreement for Cal Grant Ethos Integration; Estimate Fee Not To Exceed \$26,400.00
- D. Request for Ratification – Annual Renewal of IBM SPSS Statistics Base Concurrent User Subscription and Support Quote No. 19324840; 9/2/22 – 9/30/23; \$13, 538.90
- E. Request for Approval – Renewal Agreement (124546349-1) with Dai Source for IBM Cognos; 11/1/22 – 10/31/23; \$10,856.36
- F. Request for Ratification – Agreement with Strata Information Group (SIG) for Consulting Services; \$170 per Hour for up to 40 Hours
- G. Request for Ratification – Agreement with the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC); 9/1/22 – 6/30/23
- H. Request for Ratification – American Sign Language (ASL) Provider Agreement; 9/1/22 – 8/31/23; Hourly Rate of \$65.00 per Hour
- I. Request for Ratification – Agreement with Amanda Taintor; 8/17/22; \$250.00 plus Travel Expenses up to \$500.00
- J. Ratification of the August 2022 Vendor Check & Purchase Order Registers

On a motion by Trustee White, seconded by Secretary Long and unanimously carried, Consent Agenda Items A – J were approved (materials related to the items are attached to official minutes).

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

There were no comments.

EMPLOYMENT

On a motion by Trustee White and seconded by Trustee Orrin, the amended Employment Items below were approved by the following vote (Employment Items A - C are attached to official minutes):

- A. Academic Employment
- B. Classified Employment
- C. Separations

Yes: Dawn Cole, Billy White, Dr. Kathy Orrin, Michael Long, Lisa Ramirez
No: None
Abstain: None
Absent: None

REPORTS

Financial Reports

The financial reports listed on the page following were presented for information (copies attached to official minutes).

Financial Reports (for information):

1. Revenue Accounts (Account Level 1) FY 2022/23
2. Expenditure Accounts (Account Level 1) FY 2022/23
3. Expenditure Detail of \$10,000.00 or Greater, August 2022
4. Student Organization and Special Accounts, August 2022
5. Funds Deposited in County Treasury, August 2022
6. Employee Travel Report – August 2022

Trustee Reports

Trustee White volunteered to help at the Centennial Birthday Barbecue. He said the event was a success and he saw many community members among Taft College employees enjoying food and games. He thanked the staff and the other volunteers for working in the heat to provide a fun event to welcome the community on campus.

President Cole, who also volunteered at the barbecue, said she heard a lot of praise from community members at the event. They were pleased with the campus updates and enjoyed being invited to celebrate with the college.

Academic Senate

Dr. Sharyn Eveland, President of the Academic Senate, said that Senate subcommittee meetings have resumed. At this time the Senate has not taken action on any items but will soon as subcommittees continue to meet and complete tasks.

Instruction

Dr. Leslie Minor, Vice President of Instruction, provided a review of current grant projects and gave a status update to each one (copy attached to official minutes). She noted that some grant funds are for new projects and some will be able to focus more on retention of students and programs that we have already initiated.

Learning Center

Lori Sundgren, Pre-Collegiate Success Coordinator, told the Board that through the use of new software data on Learning Center services is showing areas of growth and consistent use by students. The hiring of a student tutor in physiology has added a needed service for students.

Phi Theta Kappa

Dr. Eveland, PTK Advisor, reported that potential PTK candidates have been invited to join.

Marketing and Community Relations

Susan Groveman, Executive Director of Marketing and Community Relations, gave an update on the web redesign and the Centennial history book. The Centennial year is wrapping up and the committee is discussing year end plans and the time capsule. She reminded the Board that the Associated Student Organization literacy service project with the United Way will continue until February.

Dental Hygiene

Dr. Vickie Kimbrough, Director of Dental Hygiene, said that clinic services are being offered and that students new to the program are acclimating. She praised the class of 2022 who have a 100% pass rate for the professional exam and

contributed greatly to provide over \$449,000 in services to Kern County. In 2023 the program will celebrate their 30th anniversary and planning with the Foundation to mark the milestone is underway.

Distance Education

Jon Farmer, Director of Distance Education, informed that Board that a “Skill Up” faculty training in the basics of accessibility will be held.

Child Development Center

Meghan Hall-Silveira, Director of the CDC, is working with Human Resources to hire and evaluate positions for hire. She gave a review of the status of the redesign of the playground equipment. Ms. Hall-Silveira hopes to add a focus on the agriculture and oil industries in the design. The center is also completing the self-evaluation cycle with the state office that oversees their program.

Human Resources

Heather del Rosario, Vice President of Human Resources, informed the Board that COVID response action is high as expected with the start of the school year. She is also working to train managers and support employees in the use of the new system, UKG. In an effort to outreach to the community, Ms. del Rosario is organizing a community bike ride.

Student Services

Dr. Damon Bell, Vice President of Student Services, said that there are 146 summer graduation applicants and that about \$48,000 in book grants were given to students registered in fall courses. Funds marked for mental health awareness will provide for a luncheon event this coming Monday. He also told the Board that ASO is very busy with a Patriot Day remember ceremony for the events occurring September 11, 2001. Club rush featured eight active clubs and Constitution Day will also be recognized this Friday.

Campus Safety & Security

Kevin Altenhofel, Director of Campus Safety & Security, is working to complete the annual Clery Act report to submit by deadline.

Transition to Independent Living

Aaron Markovits, Director of TIL, thanked the HR department for help with recruitment as staff numbers continue to increase post-COVID. The use of TIL dorms to house regular education students is helping TIL to meet their TPSID grant goal of inclusion. Work between departments and other institutions using the TPSID grant is helping to prepare students for post-graduation life. One such example is the student ability to obtain certifications through West Kern Adult Education Network. A site visit has been planning to display TPSID grant progress to grant coordinators. TIL participated in Kern County College Night. Visits from Superintendent/President McMurray in the TIL offices and classes have also helped to welcome students to the College.

Information Technology and Institutional Effectiveness

Dr. Xiaohong Li, Vice President of Information Technology and Institutional Effectiveness, said that staff are assisting programs that in the first cohort of the new multi-year program review cycle. Work to update the Technology Master Plan has begun. Staff are also assessing equipment need and planning for purchase using deferred maintenance funding.

Associated Student Organization

Chelsie Kim, Student Trustee, provided a description of the services offered in the Cougar Support Center. She has worked in the CSC and noted that students are appreciative of the assistance and support. Club Rush is underway and going well. The activity in Club Rush has also increased student interest to serve in officer positions in ASO.

SUPERINTENDENT REPORT

Mr. McMurray presented an overview of campus happenings that included the Welcome Back breakfast for staff and the Centennial Birthday Barbecue. The Welcome Back breakfast was attended by District staff and had activities planned by the Celebration Committee to kick off the academic year. The BBQ was well attended and gave the community an opportunity to visit the College and get to know faculty, staff, students and the Board. Recently Mr. McMurray presented an update of College happenings to community members at the Taft Chamber of Commerce's Sit n' Sip. He also thanked the ASO for the annual 9/11 remembrance ceremony and for the many staff that worked at Kern County College Night to make a positive impression of the College potential students. He noted that TC remains a large presence at the event.

CONTINUATION OF CLOSED SESSION

There was not a continuation of closed session.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, October 12, 2022.

ADJOURNMENT

At 7:29 p.m., on a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Michael Long, Secretary

Date: October 3, 2022
Submitted by: Nicholas Valsamides, Executive Director of Fiscal Services
Area Administrator: Dr. Todd Hampton, Vice President of Administrative Services *TH*
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Adjustments to the 2022-23 Adopted Budget

Background:

Since adoption of the 2022-23 Adopted Budget, the following adjustments have been made to take into account new state-wide initiatives and district-wide year end close adjustments:

- \$1,283,479 COVID Recovery Block Grant
- \$480,900 Retention & Outreach
- \$189,809 Basic Needs (one-time funding in addition to ongoing)
- \$20,000 Zero Textbook
- \$116,330 Perkins Grant

Terms (if applicable):


July 1, 2022 – June 30, 2023

Expense (if applicable):


Not applicable

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: 
Brock McMurray, Acting Superintendent/President

Date: October 5, 2022

Submitted by: Dr. Todd Hampton, Vice President of Administrative Services 

Area Administrator: Brock McMurray, Acting Superintendent/President

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Request for Approval of Purchase of Real Property – 905 Arroyo Way, Taft, CA

Background:

The purpose of this purchase is to serve as executive level housing and meet other needs as necessary for the West Kern Community College District (WKCCD).

The subject property located at 905 Arroyo Way, Taft, CA is listed for sell by the Trust of Carolyn J Roberts. Upon consultation with a real estate agent and visual inspection by WKCCD employees, and upon future completion of other reasonable and necessary due diligence activities, WKCCD is prepared to offer a total purchase price of \$534,164.00 plus reasonable closing costs for purchase of the subject property. The Trust of Carolyn J Roberts is agreeable to this offer pending Board approval.

It is requested that that the WKCCD Board of Trustees approve the purchase of 905 Arroyo Way, Taft, CA, from the Trust of Carolyn J Roberts for the total purchase price of \$534,164.00, plus additional reasonable and necessary costs required to complete due diligence and close, and delegate authority for the execution of all necessary documents to close to the Acting Superintendent/President.

Terms (if applicable):

Please see attached California Residential Purchase Agreement

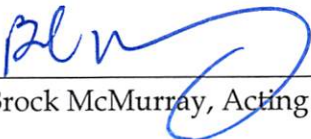
Expense (if applicable):

Total purchase price of \$534,164.00, plus additional reasonable and necessary costs required to complete due diligence and close, if necessary.

Fiscal Impact Including Source of Funds (if applicable):

This purchase is a general fund or capital outlay projects fund expenditure.

Approved: _____


Brock McMurray, Acting Superintendent/President



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

[X] Buyer [] Seller [] Landlord [] Tenant West Kern Community College District Date

[] Buyer [] Seller [] Landlord [] Tenant Date

Agent Blue Sky Real Estate DRE Lic. # 01744491 Real Estate Broker (Firm)

By Meghan McDonald DRE Lic. # 01744491 Date (Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)





FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations ("HOAs");
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***West Kern Community College District*** Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ ***Trust of Carolyn J Roberts*** Date _____

Seller/Landlord _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Trust of Carolyn J Roberts Date

Seller Date

Buyer West Kern Community College District Date

Buyer Date

Buyer's Brokerage Firm Blue Sky Real Estate DRE Lic # 01744491 Date

By Meghan McDonald DRE Lic # 01744491 Date

Seller's Brokerage Firm Blue Sky Real Estate DRE Lic # 01744491 Date

By Meghan McDonald DRE Lic # 01744491 Date

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PRBS REVISED 12/21 (PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 905 Arroyo Way, Taft, CA 93268 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant West Kern Community College District Date
Buyer/Tenant Date
Seller/Landlord Trust of Carolyn J Roberts Date
Seller/Landlord Date

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 6/22)

Date Prepared: October 4, 2022

1. OFFER:

- A. **THIS IS AN OFFER FROM** West Kern Community College District ("Buyer").
- B. **THE PROPERTY** to be acquired is 905 Arroyo Way, situated in Taft (City), Kern (County), California, 93268 (Zip Code), Assessor's Parcel No(s) 03949014 ("Property").
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** Blue Sky Real Estate License Number 01744491
Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Meghan McDonald License Number 01744491
Is (check one): the Seller's Agent. (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** Blue Sky Real Estate License Number 01744491
Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Meghan McDonald License Number 01744491
Is (check one): the Buyer's Agent. (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>534,164.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>45</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date)	
C	32A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>24,264.00</u> (<u>4.5</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate \$ _____ (% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate not to exceed _____ % Points Buyer to pay zero points or up to _____ % of the loan amount If FHA or VA checked, Deliver list of lender required repairs 17 (or _____) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate \$ _____ (% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate not to exceed _____ % Points Buyer to pay zero points or up to _____ % of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input checked="" type="checkbox"/> Investment
F	5D	Balance of Down Payment \$ <u>509,900.00</u>	
		PURCHASE PRICE TOTAL \$ <u>534,164.00</u>	

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Buyer's Initials _____ / _____ Seller's Initials _____ / _____



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 16)

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or ____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or ____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or ____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or ____) Days prior to COE	
K	23	Assignment Request	17 (or ____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or ____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or ____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or ____) Days after Acceptance 17 (or ____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached
L(4)	8D, 14A	Review of Seller Documents	17 (or ____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(5)	8E, 13A	Preliminary ("Title") Report	17 (or ____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(6)	8F, 11K	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or ____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or ____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7C	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> ____ days after COE (29 or fewer days) <input type="checkbox"/> ____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)		Tenant Occupied units	See Tenant Occupied Property Addendum (C.A.R. form TOPA)	If tenant occupied <input type="checkbox"/> TOPA or <input type="checkbox"/> Other, attached
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or ____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or ____) Days after receipt	
N(3)	11K(2)	Time to pay fees for ordering HOA Documents	3 (or ____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or ____) Days after Acceptance	
N(5)	28	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			



P	Items Included and Excluded																												
P(1)	9	<p>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s);</td> <td><input type="checkbox"/> Video doorbell(s);</td> <td><input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s);</td> </tr> <tr> <td><input type="checkbox"/> Refrigerator(s);</td> <td><input type="checkbox"/> Security camera equipment;</td> <td><input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below;</td> </tr> <tr> <td><input type="checkbox"/> Wine Refrigerator(s);</td> <td><input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment;</td> <td><input type="checkbox"/> Electric car charging systems and stations;</td> </tr> <tr> <td><input type="checkbox"/> Washer(s);</td> <td><input type="checkbox"/> Smart home control devices;</td> <td><input type="checkbox"/> Potted trees/shrubs;</td> </tr> <tr> <td><input type="checkbox"/> Dryer(s);</td> <td><input type="checkbox"/> Wall mounted brackets for video or audio equipment;</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Dishwasher(s);</td> <td></td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Microwave(s);</td> <td></td> <td></td> </tr> <tr> <td>Additional Items included:</td> <td><input type="checkbox"/> _____</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td></td> <td><input type="checkbox"/> _____</td> <td><input type="checkbox"/> _____</td> </tr> </table>	<input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s);	<input type="checkbox"/> Video doorbell(s);	<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s);	<input type="checkbox"/> Refrigerator(s);	<input type="checkbox"/> Security camera equipment;	<input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below;	<input type="checkbox"/> Wine Refrigerator(s);	<input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment;	<input type="checkbox"/> Electric car charging systems and stations;	<input type="checkbox"/> Washer(s);	<input type="checkbox"/> Smart home control devices;	<input type="checkbox"/> Potted trees/shrubs;	<input type="checkbox"/> Dryer(s);	<input type="checkbox"/> Wall mounted brackets for video or audio equipment;		<input checked="" type="checkbox"/> Dishwasher(s);			<input checked="" type="checkbox"/> Microwave(s);			Additional Items included:	<input type="checkbox"/> _____	<input type="checkbox"/> _____		<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s);	<input type="checkbox"/> Video doorbell(s);	<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s);																											
<input type="checkbox"/> Refrigerator(s);	<input type="checkbox"/> Security camera equipment;	<input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below;																											
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<input type="checkbox"/> Washer(s);	<input type="checkbox"/> Smart home control devices;	<input type="checkbox"/> Potted trees/shrubs;																											
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<input checked="" type="checkbox"/> Microwave(s);																													
Additional Items included:	<input type="checkbox"/> _____	<input type="checkbox"/> _____																											
	<input type="checkbox"/> _____	<input type="checkbox"/> _____																											
P(2)	9	<p>Excluded Items:</p> <p><input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;</p>																											

Q Allocation of Costs				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	Escrow Holder: Placer Title
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder):
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	11K(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C	Home warranty plan: _____ _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Buyer waives home warranty plan Issued by: _____	Cost not to exceed \$ _____.

R	OTHER TERMS: <i>Listing broker is related to seller trustee.</i>



4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

- A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
 - Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
 - Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
 - Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
 - Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
 - Other _____
- B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
- Addendum # _____ (C.A.R. Form ADM)
 - Back Up Offer Addendum (C.A.R. Form BUO)
 - Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
 - Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
 - Other _____
 - Short Sale Addendum (C.A.R. Form SSA)
 - Court Confirmation Addendum (C.A.R. Form CCA)
 - Seller Intent to Exchange Addendum (C.A.R. Form SXA)
 - Other _____
- C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**
- Buyer's Investigation Advisory (C.A.R. Form BIA)
 - Wire Fraud Advisory (C.A.R. Form WFA)
 - Wildfire Disaster Advisory (C.A.R. Form WFDA)
 - Trust Advisory (C.A.R. Form TA)
 - REO Advisory (C.A.R. Form REO)
 - Other _____
 - Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
 - Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 - Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - Short Sale Information and Advisory (C.A.R. Form SSIA)
 - Probate Advisory (C.A.R. Form PA)
 - Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **DEPOSIT:**
- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 - (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
 - (3) **RETENTION OF DEPOSIT:** Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
- C. **LOAN(S):**
- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
 - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
 - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 - (4) **FHA/VA:** If FHA or VA is checked in **paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. **ADDITIONAL FINANCING TERMS:**

- A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
- B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.



- C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
- A. **OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.
- B. **CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- C. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
8. **CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
- A. **LOAN(S):**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- B. **APPRAISAL:**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).
- C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.
- D. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 14A**.



E. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11K ("CI Disclosures")**.**G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.**H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**I. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) For any contingency specified in **paragraph 3L** or **8**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

J. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.**9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:****A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, if currently existing at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.
- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.



- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**
- 10. ALLOCATION OF COSTS:**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in paragraphs 3Q(5) and 3Q(6). Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- C. HOME WARRANTY:**
- (1) Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
- (2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**
- 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (3) Seller shall, within the time specified in paragraph 3N(1), provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

B. LEAD DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.

F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(3) OR 5 Days** after Delivery of any disclosures specified in **paragraphs 11 A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

G. TERMINATION RIGHTS:

- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

I. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

L. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.



- M. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general home inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) Any other specific inspections of the physical condition of the land and improvements.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, and 14A.**
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 13. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.



- G.** Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 13A, and 13D.
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
 - (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in paragraph 11A or 11B, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 5A(2) and 29; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 28; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.



19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph C of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B.** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
- C.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.
- D.** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E.** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F.** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
- 20. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 21. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 22. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
- 23. ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOOA).
- 24. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 25. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.



- B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
- C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
- F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. "Copy" means copy by any means including photocopy, facsimile and electronic.
- I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33**.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
26. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
27. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
28. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32** or **33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

29. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

30. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR _____ . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____



32. BUYER'S OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of BUYER: West Kern Community College District

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____
Printed name of BUYER: _____

Printed name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

B. Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of SELLER: Trust of Carolyn J Roberts

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____
Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Blue Sky Real Estate Lic. # 01744491
 By Meghan McDonald Lic. # 01744491 Date _____
 By _____ Lic. # _____ Date _____
 More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email _____ Text # _____
 Alternate: _____
 if checked, Delivery shall be made to the alternate designated electronic delivery address only.
 Address 13061 Rosedale Hwy Suite G #204 City Bakersfield State CA Zip 93314

B. Seller's Brokerage Firm Blue Sky Real Estate Lic. # 01744491
 By Meghan McDonald Lic. # 01744491 Date _____
 By _____ Lic. # _____ Date _____
 More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email _____ Text # _____
 Alternate: _____
 if checked, Delivery shall be made to the alternate designated electronic delivery address only.
 Address 13061 Rosedale Highway Suite G #204 City Bakersfield State CA Zip 93314

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder Placer Title Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
 Agent or Seller Initials

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RPA Revised 6/22 (PAGE 16 OF 16) Buyer's Initials _____ / _____ Seller's Initials _____ / _____





BUYER'S INVESTIGATION ADVISORY
(C.A.R. Form BIA, Revised 12/21)

Property Address **905 Arroyo Way, Taft, CA 93268**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/ mailing address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Blue Sky Real Estate, 13061 Rosedale Hwy Ste. G #204 Bakersfield, CA 93314
Meghan McDonald

Phone: 661.205.9869
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 661.588.6702
www.lwof.com

905 Arroyo Way,

L. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ *West Kern Community College District* Date _____

Buyer _____ Date _____

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BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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905 Arroyo Way,



FAIR APPRAISAL ACT ADDENDUM
(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Other ("Agreement"), dated 10/04/2022, on property known as 905 Arroyo Way, Taft, CA 93268 ("Property"), in which Trust of Carolyn J Roberts is referred to as ("Seller") and West Kern Community College District is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer West Kern Community College District Date
Buyer Date
Seller Trust of Carolyn J Roberts Date
Seller Date

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FAAA 6/22 (PAGE 1 OF 1)

FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____ West Kern Community College District

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/21 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Date: October 4, 2022
Submitted by: Heather del Rosario, Vice President, Human Resources
Area Administrator: Brock McMurray, Superintendent/President
Subject: Information Item

Board Meeting Date: October 12, 2022

Title of Board Item:

First Reading - Memorandum of Understanding between Taft College Faculty Association ("TCFA/CTA/NEA") and West Kern Community College District – Enrollment Limits

Background:

As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding the revision to Article 6.1.1.3.2 Enrollment Limits policy to the Faculty Collective Bargaining Agreement, effective October 1, 2022.

6.1.1.3.2 The enrollment limit for English classes (except English 1000, English 1500 and English 1501) (distance learning and on-campus) is thirty (30) students. The enrollment limit for English 1000, English 1500 and English 1501 classes (distance learning and on-campus) is twenty-five (25) students.

Terms (if applicable):

Effective October 1, 2022

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Brock McMurray, Acting Superintendent/President

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

ENROLLMENT LIMITS

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”) 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 regarding the revision to Article 6.1.1.3.2 Enrollment Limits policy to the Faculty Collective Bargaining Agreement.

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

1. The above recitals are true and correct.
2. The parties agree, effective October 1, 2022, Article 6.1.1.3.2 Enrollment Limits, shall be revised and added to the TCFA Collective Bargaining Agreement as listed below. Article 6.1.1.3.2, with agreed upon revisions in red, shall be added as follows:

6.1.1.3.2 The enrollment limit for English classes (except English 1000, English 1500 and English 1501) (distance learning and on-campus) is thirty (30) students. The enrollment limit for English 1000, English 1500 and English 1501 classes (distance learning and on-campus) is twenty-five (25) students.
3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. 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: November _____, 2022

Dated: November _____, 2022

Board Approval:
First Presentation: October 12, 2022
Second Presentation/Approval: November 9, 2022



BOARD AGENDA ITEM

Date: August 24, 2022
Submitted by: Brock McMurray, Acting Superintendent/President
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Second Reading and Request for Approval – Board Policy Revision

Background:

The Board Policies listed below have been reviewed and revised to be consistent with District practice and current recommended practices from the Community College League of California's Policy and Procedure Services as best practice.

BP #5700 Intercollegiate Athletics
BP #7340 Leaves

Terms (if applicable):

N/A

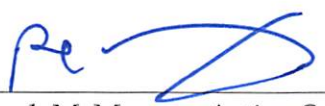
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Brock McMurray, Acting Superintendent/President

BP 5700 Intercollegiate Athletics

References:

Education Code Sections 78223, 66271.6, 66271.8, and 67360 et seq., 67456 and 78223;
290 U.S. Code Sections 1681 et seq.;
ACCJC Accreditation Standard 11.C.4;
California Community College Athletic Association (CCCAA) Constitution and CCCAA Bylaws

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The District shall maintain an organized program for ~~men and women students~~ in intercollegiate athletics. The District will offer opportunities for participation in athletics equally to male, ~~and female~~, and transgender students consistent with state and federal law and California Community College Athletic Association standards.

The Superintendent/President shall assure that the athletics program complies with state and federal law, the California Community College Athletics Association (CCCAA) Constitution, ~~and~~ Bylaws, ~~and~~ Sport Championship Handbooks, and appropriate Conference Constitution regarding student athlete participation.

See Administrative Procedures AP 5700

BP 7340 Leaves

References:

*Education Code Sections 87763 et seq. and 88190 et seq. and cites below
Labor Code Sections 245 et seq.*

The Superintendent/President shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves shall include, but are not limited to:

1. Illness or injury leaves for all classes of permanent employees (Education Code 87781 and 88192).
2. Paid sick leave (Labor Code Section 246).
3. Vacation leave for members of the classified service, administrators, supervisors and managers;
4. Leave for service as an elected official or steward of a community college District public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employees organization (Education Code Sections 87768.5 and 88210; Government Code Section 3558.8).
5. Leave of absence to serve as an elected member of the legislature (Education Code Section 87701).
6. Pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945).
7. Leave to bond with a new child (Education Code Sections 87780.1, 87784.5, 88196.1 and 88207.5)
- 7.8. Family care and medical leave (Government Code Sections 12945.1 and 12945.2)
- 8.9. Use of illness leave for personal necessity (Education Code Sections 87784 and 88207).
- 9.10. Industrial accident and illness leave (Education Code Sections 87787 and 88192).

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~~10.11.~~ Bereavement leave (Education Code Sections 87788 and 88194).

~~11.12.~~ Jury service or appearance as a witness in court (Education Code Sections 87035 and 87036).

~~12.13.~~ Military service (Education Code Section 87700).

~~13.14.~~ Sabbatical leaves for full-time, tenured faculty and administrators.

Vacation leave for members of the classified service, educational administrators and classified supervisors and managers shall not accumulate beyond 60 days or 480 hours of paid leave.

Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

In addition to these policies and collective bargaining agreements, the Board retains the power to grant leaves with or without pay for other purposes or for other periods of time.



BOARD AGENDA ITEM

Date: August 24, 2022
Submitted by: Brock McMurray, Acting Superintendent/President
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:
Second Reading and Request for Approval – Board Policy Review


Background:
The Board Policies listed below have been reviewed and found to be consistent with District practice and current recommended practices from the Community College League of California's Policy and Procedure Services as best practice.

BP #5210 Communicable Disease – Students
BP #5300 Student Equity
BP #6750 Parking

Terms (if applicable):
N/A

Expense (if applicable):
N/A

Fiscal Impact Including Source of Funds (if applicable):
N/A

Approved: 
Brock McMurray, Acting Superintendent/President

BP 5210 Communicable Disease

Reference:

Education Code Section 76403

The Superintendent/President shall establish procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases in students.

See Administrative Procedures AP 5210

BP 5300 Student Equity

Reference:

Education Code Sections 66030, 66250 et seq.; and 72010 et seq.;
Title 5, Section 54220

The Board is committed to assuring student equity in educational programs and District services. The Superintendent/President shall establish and implement a student equity plan that meets the Title 5 standards for such a plan.

See Administrative Procedures AP 5300

BP 6750 Parking

Reference:

Education Code Section 76360;

Vehicle Code Section 21113

The Superintendent/President shall establish such administrative procedures regarding vehicles and parking on campus as are necessary for the orderly operation of the instructional program. No person shall drive any vehicle or leave any vehicle unattended on the campus except in accordance with such procedures.

Parking fees may be established in accordance with these board policies. (See Board Policy 5030 titled Fees.)

See Administrative Procedures AP 6750

Date: October 4, 2022
Submitted by: Brock McMurray, Acting Superintendent/President
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Revision of Administrative Procedure #5011 - Admission and Concurrent Enrollment of High School and Other Young Adults

Background:

Administrative Procedure #5011 is being recommended to open exemption to enrollment fees to all California Public High School students and to include the summer session. This update in language was suggested by the Dual Enrollment Committee and reviewed by Administration. By offering the exemption it is likely to increase enrollment and better serves prospective students.

Administrative Procedures do not require Board of Trustee approval. Due to the change in fees administered to this demographic of student we ask for Board review and approval of this procedure.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____



Brock McMurray, Acting Superintendent/President

AP 5011 Admission and Concurrent Enrollment of High School and Other Young Adults

Reference:

Education Code Sections 48800, 48800.5, 76001, 76002, and 76004

Admission criteria and procedures for younger students enrolling in the community college:

Special Part-Time High School Student: To be considered for admittance as a special part-time high school student at the college, the student must meet the eligibility standards as established in Education Code Sections 48800 and 76001. The student's school must provide transcripts and a signed letter from the principal indicating how his/her opinion the student can benefit from instruction. The Vice President of Student Services will make the determination as to whether the student has the abilities and sufficient preparation to benefit from instruction at a community college.

1. Admission is subject to seat availability. The student must submit and meet the following requirements to the Admissions department:
 - A. Completed application for admission.
 - B. Written and signed parental or guardian consent, on the Special Admit Form. Special Admit form is required each semester regardless of continuous attendance, and all required steps must be completed.
 - C. Written and signed approval of the applicant's school principal. (Note: A parent or guardian of a pupil who is not enrolled in a public or private school may petition directly to the Superintendent/President or designee without the signature of a principal.) If the student is home schooled, he/she must provide verification that the home school program is recognized and approved by the county department of education.
 - D. Demonstration that the student is capable of profiting from instruction. The Director of Admissions or Vice President of Student Services has the authority to make the final decision whether a student can benefit from instruction.

- E. Students may register during open registration. Students can refer to the priority registration schedule each semester to determine the open registration time period. Registration will be processed by the Admissions Office upon receiving the Special Admit Form with all required signatures.

2. Limitations:

- A. Students may not enroll in more than 11 units per fall and spring terms; and up to 5 units in the summer term. (Education Code Section 76001.d)
- B. Special part-time high school students will not receive priority registration status. (Education Code Section 76001.e.) In order to ensure that these students do not displace regularly admitted students.
- C. Students who have previously enrolled and who have dropped their courses and/or have not made satisfactory progress will not be allowed to continue in the Special Admit Program.
- D. Enrollment of non-public school aged children at the College is not permitted as substitute for the student's K-12 educational program as required by the State of California.
- E. Students may take college level courses that are transferrable (courses numbered 1500 or higher) with the exception of Math 1060, (California Code of Regulations - Title 5: 55002(a)/76002(b)) on a seats-available basis with permission from a parent, their school principal, and the instructor of the course. All courses completed will be posted to students' college transcripts.
- F. Enrollment in physical education courses have been restricted or excluded.
- G. Special admit students are eligible for membership in groups/clubs; however, membership does not change registration priority for enrollment purposes.

3. For the purposes of receiving state apportionments:

- A. A community college district may include K-12 pupils who attend a community college within the District pursuant to Sections 48800 and 76001 in the District's report of full-time equivalent students (FTES) only if those pupils are enrolled in community college classes that meet all of the following criteria:

- 1) The class is open to the general public.
 - 2) The class is advertised as open to the general public in one or more of the following:
 - a. The college catalog.
 - b. The regular schedule of classes.
 - c. An addendum to the college catalog or regular schedule of classes.
 - B. If a decision to offer a class on a high school campus is made after the publication of the regular schedule of classes, and the class is solely advertised to the general public through electronic media, the class shall be so advertised for a minimum of 30 continuous days prior to the first meeting of the class.
 - C. If the class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public.
 - D. K-12 students may not enroll in lab only physical education courses.
4. Enrollment Fees
- A. Special admit high school students will pay the same enrollment fee as any other regular community college student (California Education Code 76300.) Exceptions: [California](#) Public High school students ~~in the West Kern Community College District service area are exempt from enrollment fees for the spring and fall terms. All high school students must pay enrollment fees during the summer sessions. The West Kern Community College service area is defined as those residing in zip codes 93268, 93224, 93258, 93276, and 93252.~~
5. College and Career Access Pathways (CCAP):
- A. The governing board had adopted all the legal requirements of Education Code Section 76004 in order to participate in the College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high

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school graduation rates, or helping high school pupils achieve college and career readiness.

- B. The District may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of adopting a CCAP partnership agreement, the governing board of each district shall:
- a. For career technical education pathways to be provided under the partnership, consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each district shall have final decision-making authority regarding the career technical education pathways to be provided under the partnership; and
 - b. Present, take comments from the public on, and approve or disapprove the dual enrollment partnership agreement at an open public meeting of the governing board of the district.
- C. The CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges Chancellor's Office and with the department before the start of the CCAP partnership, and shall:
- 1) Outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school pupils to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those pupils; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses.
 - 2) Establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. The protocols shall only require a high school pupil participating in a CCAP partnership to submit one parental consent form and principal recommendation for the duration of the pupil's participation in the CCAP partnership.
 - 3) Identify a point of contact for the participating community college district and school district partner.
 - 4) Certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code Section 87010 or any

controlled substance offense as defined in Education Code Section 87011.

- 5) Certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.
- 6) Certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
- 7) Include a plan by the participating community college district to ensure all of the following:
 - a. A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus;
 - b. A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership;
 - c. Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Education Code Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
- 8) Certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- 9) Specify both of the following:
 - a. Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education; and

- b. Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 10) Certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation.
- D. A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils or any other course opportunities that do not assist in the attainment of at least one of the following goals:
- 1) Developing seamless pathways from high school to community college for career technical education or preparation for transfer;
 - 2) Improving high school graduation rates; or
 - 3) Helping high school pupils achieve college and career readiness.
- E. The District will not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.
- F. A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Education Code Section 49011.
- G. The District may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code Section 11300 and consistent with middle college high school provisions in Education Code Section 76001. Units completed by a pupil pursuant to a CCAP agreement may count towards determining a pupil's registration priority for enrollment and course registration at a community college.

- H. The District may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus, either in person or using an online platform, during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.

- I. The District may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
 - 1) The units constitute no more than four community college courses per term;
 - 2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article; and
 - 3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

- J. The governing board of the District exempts special part-time students from the following fee requirements:
 - 1) Student representation fee (Education Code Section 76060.5)
 - 2) Nonresident tuition fee and corresponding permissible capital outlay fee and/or processing fee (Education Code Section 76140)
 - 3) Transcript fees (Education Code Section 76223)
 - 4) Course enrollment fees (Education Code Section 76300)
 - 5) Apprenticeship course fees (Education Code Section 76350)
 - 6) Child development center fees (Education Code Section 79121)

- K. The District shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

- L. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Education Code Section 48802 or

76002, provided that no school district has received reimbursement for the same instructional activity. For purposes of calculating classroom-based average daily attendance for classroom-based instruction apportionments, at least 80 percent (80%) of the instructional time offered by a charter school pursuant to an authorized CCAP partnership agreement shall be at the school site, the charter school shall require the attendance of a pupil for a minimum of 50 percent (50%) of the minimum instructional time required to be offered pursuant to paragraph (1) of subdivision (a) of Education Code Section 47612.5, if the pupil is also a special part-time student enrolled in a community college pursuant to this section and the pupil will received academic credit upon satisfactory completion of enrolled courses.

- M. For each CCAP partnership agreement entered into pursuant to this section, the district shall report annually to the office of the Chancellor of the California Community Colleges Chancellor's Office, the Legislature, the Director of Finance, and the Superintendent all of the following information:
- a. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - d. The total number of full-time equivalent students generated by CCAP partnership community college district participants.
 - e. The total number of full-time equivalent students served online generated by CCAP partnership community colleges district participants.

Date: September 14, 2022
Submitted by: Dr. Leslie Minor, Vice President of Instruction
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Ratification

Board Meeting Date: October 12, 2022

Title of Board Item:

K-16 Collaborative (Kern Regional K-16 Educational Collaborative) Contract #302707
Memorandum of Understanding

Background:

This Memorandum of Understanding is entered between the Kern Community Superintendent of Schools, Lead Agency for the Kern K-16 Collaborative, and West Kern Community College District.

The K-16 Collaborative will create education and career preparation pathways by streamlining K-16 pathways in Education, Health Care and Engineering/Computing. The focus for Taft College is Health Care, with the development of a Medical Assisting Program to train medical assistants. Potential local partners include West Side Health Care District and other health facilities, along with the district's K-12 schools.

Kern County Superintendent of Schools will compensate West Kern Community College District a total of \$165,894 to support the scope of work in the grant.

Terms (if applicable):

July 1, 2022 to June 30, 2026

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved:



Brock McMurray, Acting Superintendent/President

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

K-16 COLLABORATIVE
(KERN REGIONAL K-16 EDUCATIONAL COLLABORATIVE)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the Kern County Superintendent of Schools (KCSOS), Lead Agency, for the Kern K-16 Collaborative, and the West Kern Community College District (WKCCD), Agency, which have executed this MOU.

RECITALS

This MOU is based on the following facts and understanding of the parties:

- A. K-16 Collaborative will prepare our students for global economy by dismantling long-standing social and economic inequities in our communities by focusing on removing barriers to student success and improving educational outcomes. By streamlining K-16 pathways in Education, Health Care and Engineering/Computing, we will meet the needs of our region and expand and diversify opportunities for students and encourage future economic growth through funding from the California Regional K-16 Education Collaboratives Grant Program.
- B. LEAD AGENCY provides administrative oversight and supports to further the work of the K-16 Collaborative established through this Grant.
- C. LEAD AGENCY will maintain records required by OPSC.
- D. The participating AGENCY, which are signatories to this MOU, provide support and personnel to focus on removing barriers to student success and improving educational outcomes.
- E. The purpose of the MOU is to establish a formal working relationship between the parties for the coordination of services and to state the operative conditions which govern the California Regional K-16 Education Collaboratives Grant Program.

TERMS

Based on the Recitals and the mutual promises contained in the MOU the parties agree as follows:

1. GENERAL RESPONSIBILITIES OF THE PARTIES

A. LEAD AGENCY

LEAD AGENCY agrees to do the following:

- (1) Serve as Lead Agency

- (2) Assign dedicated staff and resources to support Collaborative goals and objectives.
- (3) Appoint an Administrator responsible for Kern Regional K-16 Education Collaborative Grant to be located at KCSOS.
- (4) Coordinate implementation of all initiatives and activities.
- (5) Primary convener for all Collaborative activities.
- (6) Coordinate communication and information sharing among participating partners through monthly meetings, quarterly meetings, monthly status reports, regular email updates, and other communication methods.
- (7) Retain and fund Schools Legal Service to develop memorandums of understanding, expanded data sharing agreements, new by-laws, and other matters as needed.
- (8) Gather data and submit reports quarterly, annually, and as required by the grant administrator.
- (9) Gather and submit quarterly reports with a narrative describing progress towards project goals and milestones, including information related to meetings, participation by collaborative partners, and accomplishments to date.

B. AGENCY

AGENCY agrees to do the following:

- a) Engage with Collaborative partners to support college preparation and early credit by expanding Dual Enrollment opportunities for students throughout Kern County.
- b) Partner with Collaborative partners to augment existing pathway programs to ensure a robust landscape of career opportunities; providing intentional outreach, peer-mentoring for pre- and post-transfer support.
- c) Develop a Medical Assisting Administrative Certificate and Transfer Degree Program with a streamlined pathway for students to assist with seamless transitions from high school through college and into the workforce.
- d) Collaborate with local employers to provide work-based learning opportunities for students.
- e) Cultivate inclusive, engaging and equity-oriented learning environments, retain students through inclusive supports, and provide high tech, high touch advising.
- f) Collaborate with partners to improve faculty, staff and administer diversity.
- g) Fully participate in activities designed to meet the Collaboratives' goals.
- h) Provide necessary data and information to the Administrator for reporting purposes.

2. FISCAL RESPONSIBILITIES

A. LEAD AGENCY

LEAD AGENCY agrees to:

- (1) Manage all fiscal matters related to grant-related activities.

- (2) Provide overall fiscal responsibility for the administration of the grant funds, to include submission of quarterly and year-end expenditure reports, and any other documentation requested by OPSC.
- (3) Submit to OPSC a cumulative report of all collaborative expenditures to date, including but not limited to a detailed listing of project expenditures organized by fund source and providing object code level accounting detail.
- (4) Submit quarterly reports with expenditures.
- (5) Establish and maintain appropriate documentation of all collaborative expenditures to date, including but not limited to a detailed listing of project expenditures organized by fund source and providing Object Code level of accounting detail. The expenditure report shall include fields to identify information including, but not limited to, warrant date, warrant amount, payees, and a description of the expenditures.
- (6) Maintain all records regarding K-16 Education Collaborative Grant including supporting documentation such as general ledger reports, contracts, invoices, purchase orders, and timesheets/duty statements to support the expenditures; and provide copies upon request to grant auditors for examination and audit for a period of three years after final payment under this agreement.
- (7) Agency will invoice KCSOS for expenses incurred for approved scope of work.

B. AGENCY

- (1) Submit a quarterly cumulative report or as requested to the Lead Agency of all collaborative expenditures to date, including but not limited to a detailed listing of project expenditures organized by fund source and providing Object Code level of accounting detail. The expenditure report shall include fields to identify information including, but not limited to, warrant date, warrant amount, payees, and a description of the expenditure.
- (2) Ensure the expenditures are substantiated with contracts, timesheets or other such measures, invoices, incremental and final billings, and verification of payment.
- (3) Ensure expenditures are aligned with the approved budget.
- (4) Expenditures are intended to supplement, not supplant.
- (5) Ensure expenditures are encumbered by June 30, 2026.

3. COMPENSATION

KCSOS shall compensate WKCCD a total of \$165,894 to support the scope of work in the grant. Reimbursement shall be based on the invoices and supporting documentation submitted to KCSOS by the twelfth day of the month following the month or quarter during which the services were provided. KCSOS shall remit payment to the Agency within their (30) days of receipt of the approved completed monthly or quarterly invoice, and receipt of funds from funding agency.

4. TERM

The term of this Memorandum of Understanding is from 7/1/2022 to 6/30/2026.

5. INDEMNIFICATION

Each party agrees to defend, hold harmless and indemnify the other parties (and their 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 breach of the terms of this MOU or by the act or omission of the indemnifying party in providing services under this MOU.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

6. INSURANCE

Each party shall obtain, pay for and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-VIII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations overages, 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; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other parties as additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other parties 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 parties 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 the MOU.

7. TERMINATION

A. Withdrawal by AGENCY

A participating AGENCY may withdraw from this MOU at the end of any fiscal year by giving written notice to the K16 Collaborative at least 60 days prior to the end of that fiscal year.

B. Withdrawal by LEAD AGENCY

LEAD AGENCY may withdraw from this MOU with immediate effect at any time should it receive notice that the Grant funds will no longer be sufficient to reimburse its activities under the MOU.

8. ENTIRE AGREEMENT

This MOU including any exhibits or schedules it refers to, constitutes the final complete and exclusive statement of the terms of the Agreement between the parties contemporaneous understandings or agreement of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.

9. AMENDMENT

The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless in writing and signed by the party against whom enforcement of the modification is sought.

10. WAIVER

Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

11. ASSIGNMENT

Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

12. NOTICES


Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

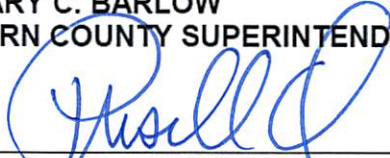
13. COUNTERPARTS

This MOU may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

DISTRICT

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By 
Signatory Name: Brock McMurray
Title: Acting Superintendent/President
Address: 29 cougar ct.
Taft, CA 93268
Date: 9/14/2022

By 
Signatory Name: Priscilla Quinn
Title: Assistant Superintendent of Finance
Address: 1300 17th Street, Bakersfield, CA 93301
Acct: 01-016-7810-0-7299.00-0000-9200-00-0098-000 \$165,894
Date: 9/7/2022

Date: October 3, 2022

Submitted by: Nicholas Valsamides, Executive Director of Fiscal Services

Area Administrator: Dr. Todd Hampton, Vice President of Administrative Services *TH*

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Request for Approval of Agreement with The Chancellor's Office Tax Offset Program (COTOP)

Background:

WKCCD has participated in COTOP for many years as an effective means for recovering outstanding student debts owed to the college, such as enrollment fees, uncollected non-resident tuition, library fines, personal checks written with non-sufficient funds, student loans, financial aid overpayments and other approved debts.

Under the COTOP program, the Chancellor's Office requests the Franchise Tax Board to offset (deduct) the amount owed to a district from the student / debtor's personal state income tax refund, lottery winnings, or other state refund. The Franchise Tax Board remits any amounts offset to the Chancellor's Office, which then authorizes the State Controller to disburse the offset amount, minus a 25 percent (25%) administrative fee, to the participating local districts.

It is my recommendation that the Board approve the agreement with the Chancellor's Office for continued participation in COTOP.

Terms (if applicable):

October 1, 2022 - December 31, 2023

Expense (if applicable):

The Chancellor's Office collects a fee equal to 25% of the amount collected through COTOP.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: 
Brock McMurray, Acting Superintendent/President

Draft -not for signing

Agreement Number: {{WorkflowID}}

STATE OF CALIFORNIA
STANDARD AGREEMENT
 CCC 213 Form

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors

CONTRACTOR'S NAME

2. The term of this

Agreement is: 10/01/2022 through 12/31/2023

3. The maximum amount

of this Agreement is: \$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this agreement:

Exhibit A	Terms and Conditions	3 page(s)
Exhibit A-1	COTOP Description and Scope of Work	10 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Chancellor's Office, California Community Colleges Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		Exempt from DGS approval pursuant to PCC 10295
AGENCY NAME		
California Community Colleges Chancellor's Office		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Dr. Daisy Gonzales, Deputy Chancellor		
ADDRESS		
1102 Q Street, Suite 4400, Sacramento, CA 95811-6539		

Draft -not for signing

Agreement Number: {{WorkflowID}}

STATE OF CALIFORNIA FUNDING											
Title	Bus. Unit	Ref. No.	Fund	FI\$Cal Program	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
Tax Offset Student Default Collection	6870	908	0942001	9990000	68707000	5432000	081			2022-23	\$0.00
TOTAL AMOUNT ENCUMBERED TO DATE:											\$0.00

<p><i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i></p>	
<p>SIGNATURE OF ACCOUNTING OFFICER <i>✍ Not Applicable</i></p>	<p>DATE SIGNED <i>(Do not type)</i></p>

Draft -not for signing Agreement Number: {{WorkflowID}}

EXHIBIT A (Interagency Agreement)

TERMS AND CONDITIONS

A. SCOPE OF WORK AND PAYMENT PROVISIONS

1. Scope of Work

The California Community Colleges Chancellor's Office ("Chancellor's Office") agrees to provide Contractor **(Insert Name of Contractor)** services to implement and administer the Contractor's participation in the California Franchise Tax Board's (FTB) Interagency Intercept Collection (IIC) Program authorized by Government Code sections 12419.2 *et seq.*

The services to be provided by the Chancellor's Office as well as the Contractor's obligations under this Agreement are more fully described in the Chancellor's Office Tax Offset Program (COTOP), Program Description and Scope of Work, attached to and fully incorporated into this Agreement by reference as Exhibit A-1.

The Parties agree that they will abide by the obligations set forth in this Agreement, including, but not limited to, Exhibit A-1 and any attachments or appendices referenced therein

2. Project Representatives

The project representatives during the term of this Agreement are:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Terence Gardner	Name:
Phone: (916) 322-7412	Phone:
Email: tgardner@cccco.edu	Email:

3. Contractor's Project Director

Contractor's Project Director is responsible for representing Contractor during the term of the Agreement. Contractor shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Agreement, should be directed to the Project Monitor. The Chancellor's Office shall notify the Contractor of any change in the Project Monitor.

5. Payments and Invoicing

- a. For services satisfactorily rendered Contractor agrees to compensate the Chancellor's Office in an amount equal to 25% of the amount the Chancellor's Office collects on behalf of Contractor from the FTB through the IIC program, in accordance with Section II.C. of the Chancellor's Office Tax Offset Program (COTOP), Program Description and Scope of Work, attached hereto as Exhibit A-1.
- b. Contractor acknowledges and agrees that the Chancellor's Office may take the payment due under this section in any manner most convenient to the Chancellor's Office, including,

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EXHIBIT A (Interagency Agreement)

TERMS AND CONDITIONS

but not limited to, direct withholding of the amount due from any offsets collected on the Contractor's behalf.

- c. The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.

6. Travel and Per Diem – Reserved

7. Budget Contingency Clause

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellor's Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

B. GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Audit

Contractor agrees that the Chancellor's Office, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

3. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

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EXHIBIT A (Interagency Agreement)

TERMS AND CONDITIONS

The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- b. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

4. Disputes

In the event of a dispute that cannot be informally resolved, Contractor shall deliver to the Project Monitor a "Notice of Dispute" within ten (10) days of the discovery of the problem. Within ten (10) days of receiving the Notice, the Chancellor, or his or her designee, shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor, or his or her designee, shall be final. Contractor shall continue with the responsibilities under this Agreement during any dispute.

5. Termination

The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations under this Agreement. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

6. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

7. Timeliness

Time is of the essence in this Agreement.

8. Unenforceable Provision

In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT A-1

CHANCELLOR'S OFFICE TAX OFFSET PROGRAM
PROGRAM DESCRIPTION AND SCOPE OF WORK

I. Background

The California Franchise Tax Board (FTB) administers the Interagency Intercept Collection Program (IIC) as authorized by Government Code sections 12419.2 *et seq.* The purpose of the IIC program is to collect funds owed by individuals to government agencies by intercepting amounts owed from state payments such as personal income tax refunds, unclaimed property, or California State Lottery winnings that would otherwise be made to the individuals.

Education Code section 71094 authorizes the Chancellor of the California Community Colleges (hereinafter "the Chancellor") to enter into contracts with community college districts to perform administrative services on their behalf to facilitate their participation in the IIC program, authorized by Government Code section 12419.7, in exchange for a fee.

Pursuant to its authority under Education Code section 71094, the Chancellor has established the Chancellor's Office Tax Offset Program (COTOP) for the purpose of facilitating and administering the IIC on behalf of contracting community college districts (individually referred to herein as "Contractor" or "District").

II. General Provisions

- A. The Chancellor agrees to act on behalf of the District by participating in the IIC Program for the purpose of collecting outstanding student financial aid and proper non-financial aid obligations owed to the District.
- B. The Parties' obligations pursuant to this Agreement shall conform with and be undertaken pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, and 12419.10 and related rules, regulations, and/or guidance from the FTB applicable to its IIC Program.
- C. The District agrees to pay to the Chancellor an amount equal to 25 percent (25%) of the amount which the Chancellor collects on behalf of the District from the FTB through the IIC program.
- D. The District acknowledges and agrees that, if a debtor owes an obligation to more than one college or district that participates in COTOP, the Chancellor is authorized to eliminate the name of that debtor from the college(s) or district(s) to which the debtor owes the smaller obligation(s).

III. District's Obligations

- A. The District agrees to provide the Chancellor with all information necessary to administer the District's participation in COTOP in the manner the Chancellor, through its designated agent, shall require.
- B. The District agrees to enter its *initial* COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 18, 2022. The District may make modifications to accounts (adds/changes/deletes) until November 18, 2022. The District may not make modifications to accounts between November 18 and January 3, 2023. Thereafter, the District may resume making additional modifications (add/changes/deletes) to accounts beginning on January 3, 2023.
- C. The Chancellor will perform only those administrative services necessary to submit and collect student financial aid and proper non-financial aid obligations owed to the District and recoverable through the FTB's IIC program. **It is the responsibility of the District to verify that all information submitted to the Chancellor is accurate and up to date.**
- D. The District may submit requests for deletions or revisions to its unpaid account balances to the Chancellor at any time and as often as needed, within the parameters of paragraph III.B. above.
- E. The District acknowledges that there may be a delay between its submission of revisions to its unpaid account balances and the entering of such revisions in the FTB's IIC system. The District

EXHIBIT A-1

**CHANCELLOR'S OFFICE TAX OFFSET PROGRAM
PROGRAM DESCRIPTION AND SCOPE OF WORK**

agrees that if an offset occurs prior to the entry of the revised information by the FTB, it will be the responsibility of the District to make restitution directly to the debtor as required by paragraph IV.F, below.

- F. The District acknowledges and agrees that the Chancellor or the Franchise Tax Board will delete from the current year's COTOP/IIC system all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board in that year.

IV. District's Specific COTOP Obligations

The District agrees that it shall:

- A. Submit a single record for each debtor as specified in paragraph IV.C, below, in accordance with the format and specifications set forth in Appendices A and B, which are attached hereto and incorporated in their entirety into this Agreement.
- B. Notify those debtors whose names will be submitted for collection through the COTOP program of the District's intent to submit their debt for collection through COTOP no later than 30 days prior to the District's submission of those names to the Chancellor's Office. Such notification shall be sent at a minimum to the debtor's last known address and include notice that the debtor may lodge an objection and request a review of the decision to collect the debt by the offset procedure within 30 days from the date of the notification letter. The District may fulfill its obligation under this paragraph by sending a notice substantially in the form of the sample notification attached as Appendix C.
1. If the debtor requests such a review within the 30-day period, the District may not submit the debt for collection through the COTOP program until it has completed such review, notified the debtor of its determination, and made any adjustments to the debtors account warranted by the review, if any.
 2. The District's review of any objections lodged by a debtor shall be afforded a level of due process appropriate under the circumstances and shall, at minimum, comply with the review process described in the sample notification letter attached as Appendix C.
 3. The District shall promptly submit to the Chancellor's Office any modifications to the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The District must retain copies of the notifications in the district/college file.
- C. Submit for collection through the COTOP program only the following types of debtor obligations:
1. Defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 2. Campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 3. Other financial aid obligations.
 4. Proper student non-financial aid obligations, which are limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges;

EXHIBIT A-1

**CHANCELLOR'S OFFICE TAX OFFSET PROGRAM
PROGRAM DESCRIPTION AND SCOPE OF WORK**

dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

- D. Comply with the collections procedure set forth in State Administrative Manual (SAM) section 8776.6 (attached as Appendix D) for debts totaling more than \$25.00. These procedures require the sending of three (3) collection letters to debtors at a minimum of 30-day intervals and providing notification of the District's intent to charge for costs of collection in addition to the amount of the debt owed if payment is not made prior to the initiation of collection procedures through COTOP. For amounts owed less than or equal to \$25.00, the District must send only one collection letter as authorized by SAM section 8776.6. These letters must at minimum be sent to the debtor's last known address and contain the contact information of the responsible District employee.
- E. Refrain from submitting names of any debtors whom the District knows or should know are:
 - 1. Not in default; or
 - 2. In litigation regarding the debt(s) in question; or
 - 3. In bankruptcy proceedings.
- F. Refund to debtors any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.
- G. Submit for collection only amounts which it is legally entitled to collect through the COTOP program.
- H. Respond to all debtor complaints received by the Chancellor related to the District's participation in this program.
- I. Provide the Chancellor with accurate information to facilitate its participation in the COTOP program, including, but not limited to, the names and/or other identifying information of debtors, information regarding the District's compliance with notification requirements, and amounts owed by debtors. The District further acknowledges and agrees that in administering the COTOP program, the Chancellor is acting in reliance on the accuracy of information supplied by the District.

V. Independent Action

The Parties acknowledge and agree that the District and its officers, agents, and employees, while in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Chancellor or of the State of California.

VI. Term

The term of this contract shall be from October 1, 2022 through December 31, 2023, which as defined by the Franchise Tax Board, is the end of the 2023 interagency program processing year.

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EXHIBIT A-1

APPENDIX A

Data Submittal Specifications New Accounts File

Data Format:

Please note: Multiple debts owed by the debtor, whether to a single campus or multiple campuses within the same district, must be combined into one account.

IMPORTANT: DATA SHOULD BE IN ASCII TXT FORMAT.

Record length must be 47 characters for New Accounts File.

The data for each individual account in the file should include all of the following data elements, formatted as follows:

<u>DATA ITEM</u>	<u>POSITION</u>	<u>DATA TYPE</u>
MIS District Code	1-3	Char 3
Last Name	4-18	Char 15
First Name	19-28	Char 10
Middle Initial (optional)	29	Char 1
Individual's SSN	30-38	Char 9
Requested Amount*	39-45	Num 7
Debt Type (See Appendix E)**	46-47	Char 2

***IMPORTANT: REQUESTED AMOUNT MUST BE RIGHT JUSTIFIED, I.E. INCLUDE ANY LEADING ZEROS OR SPACE PADDED AND OMIT DECIMAL POINT, E.G. \$350.75 MUST BE ENTERED AS 0035075 or 35075**

****DEBT TYPE DATA ELEMENT FIELD (COLUMNS 46-47) MUST BE LEFT JUSTIFIED AND IF THERE IS ONLY ONE CHARACTER IN COLUMN 46 (for financial aid debts owed), COLUMN 47 MUST BE A SPACE. NON FINANCIAL AID DEBTS ARE ALWAYS 2 CHARACTERS IN LENGTH.**

Page 2 continued next page.

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APPENDIX A

Data Submittal Specifications New Accounts File

Record length must be 27 characters for Changes or Deletions File.

<u>DATA ITEM</u>	<u>POSITION</u>	<u>DATA TYPE</u>
COTOP Year	1-4	Char 4
MIS District Code	5-7	Char 3
First 4 Letters of Last Name	8-11	Char 4
Individual's SSN	12-20	Char 9
Requested Amount*	21-27	Num 7

***IMPORTANT: IF THE FILE IS A CHANGE ACCOUNT FILE, REQUESTED AMOUNT MUST BE RIGHT JUSTIFIED, I.E. INCLUDE ANY LEADING ZEROS OR SPACE PADDED AND OMIT DECIMAL POINT, E.G. \$350.75 MUST BE ENTERED AS 0035075 or 35075**

IF THE FILE IS A DELETE ACCOUNT FILE, REQUESTED AMOUNT MUST BE ALL ZEROS (7 DIGITS).

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EXHIBIT A-1

APPENDIX B

Transmittal Document

District Name: _____ **Date:** _____

District contact person for **data** processing technical problems:

Name: _____ **Title:** _____ **Phone #:** _____

District contact person **to receive** COTOP reports and take student/debtor referral phone calls:

Name: _____ **Title:** _____

Phone #: _____ **Fax #:** _____ **Email Address:** _____

District contact person's supervisor for Chancellor's Office COTOP staff **to contact when contact person is unavailable:**

Name: _____ **Title:** _____

Phone #: _____ **Fax #:** _____ **Email Address:** _____

District/College: _____

Address:

Note: Please return this form by US mail or email to be received on or before October 1 to:

COTOP Program
California Community Colleges, Chancellor's Office
1102 Q Street, Sacramento, CA 95811

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EXHIBIT A-1

APPENDIX C

Sample of Required Notification to Debtor

(Notification(s) to debtors must be sent pursuant to Section IV.D of the Agreement and Appendix D, as applicable. Letters returned as undeliverable should be retained as verification that notification was attempted.)

This letter may be modified to suit your purposes (you may reword to give it a softer tone), however, the information below must be included. You must also include a contact name, telephone number and/or address for the debtor to inquire or correct misinformation regarding the outstanding debt.

Distribution of this letter via email (in the event you have an email address for this former student) can be in addition to...and not in place of...using the US Postal Service.

Sample Debtor Notification Letter:

Date:

Salutation (Example: Dear Mr./Mrs./Ms. _____,)

Our records show that you have a delinquent debt due to (name of district/college). Unless this issue is resolved within the next 30 days, we will be forwarding your name for collection to the California Franchise Tax Board (FTB) in the event you are owed a state tax refund, win a California Lottery prize or have unclaimed property to be distributed to you by the State of CA Controller's Office for the upcoming tax year.

California State Government Code Sections 12419.2, 12419.7, 12419.9, 12419.10 and 12419.11 authorize the Office of the State Controller and the FTB to collect money owed to individuals and then redirect these funds to pay the individuals' debts owed to the agencies/colleges.

Our records show that the total amount now due and payable to (name of district/college) is \$(enter amount) for (enter liability). You have 30 days to pay voluntarily before we submit your name to the Franchise Tax Board for an intercept.

You may submit objections and any relevant documentation to this action personally or in writing to (name of contact person, address, and/or telephone number) within 30 days from the date of this letter. Upon receipt of your objections, a college representative will review your case. If the representative finds that the offset is in error, the offset request will be withdrawn or the amount corrected. If no objections are submitted or if the objections are considered to be insufficient, we will proceed with this action. You may also contact this person for instructions on how to make payment.

Sincerely,

EXHIBIT A-1

APPENDIX D

**SAM MISCELLANEOUS ACCOUNTING PROCEDURES
NONEMPLOYEE ACCOUNTS RECEIVABLE 8776.6
(REV. 434)**

(Revised 06/2016)

Each department will develop collection procedures that will assure prompt follow-up on receivables. Departments will use the following procedures and guidelines for the collection of amounts owed to the state from nonemployees. These procedures are in accordance with the Accounts Receivable Management Act as provided in Government Code (GC) sections 16580-16586.

Locating Debtor

When the address of the debtor is unknown, departments will attempt to obtain a current address. Departments may use Internet search engines and/or a data research service. Departments should perform a cost benefit analysis to determine if procuring services to locate debtors would be cost beneficial. Another alternative is to request the debtor's address from the Department of Motor Vehicles by completing a Gov't Agency Request for Driver License/Identification Record Information form, INF 254. For this alternative, the debtor's date of birth or driver's license/identification number is required.

Collection Letters

Departments are advised to use collection practices that are cost effective and consistent with their program goals and legal authority. Three documented letters should be made to collect on nonemployee delinquent accounts. However, departments have the option of making one documented letter before proceeding to the discharge of accountability process for nonemployee accounts receivable of \$25 and under. This threshold applies to the total amount owed by the debtor, not to each invoice. The Discharge of Accountability section below provides more information regarding this process.

For the collection letter process, the department will send a sequence of three collection letters at a minimum of 30 day intervals. If a reply or payment is not received within 30 days after sending the first letter, the department will send a second letter. This follow-up letter will reference the original request for payment letter and will be stated in a stronger tone. If a response is still not received from the debtor, a third letter will be sent 30 days later. This last letter will include references to prior letters and will state what further actions, including collection fees, may be taken in the collection process.

Collection Fee

GC section 16583.1 allows departments to charge a reasonable fee, not to exceed the actual costs incurred by the department, to recover the department's collection costs on past due ARs.

If a department plans to recover costs pursuant to this section, departments should consider actual costs incurred, including, but not limited to, staff time to send out collection letters, postage, equipment costs, and contingency fees for private collectors.

Departments will record this fee as revenue, Source Code 162100, Delinquent Receivables – Cost Recoveries.

Collection Actions Review

If the three collection letters are unsuccessful, departments will prepare a cost benefit analysis to determine the most efficient and effective collection method by initiating one or more of the following actions:

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APPENDIX D

SAM MISCELLANEOUS ACCOUNTING PROCEDURES NONEMPLOYEE ACCOUNTS RECEIVABLE 8776.6 (REV. 434)

(Revised 06/2016)

1. Offset Procedures—An offset, is the interception and collection from amounts owed by other state departments to the debtor. For more offset information, see SAM section 8790.
2. Court Settlements—There may be instances where it would be cost effective for departments to seek court judgments against debtors. Departments should consider the possibility of filing action in small claims courts. For larger sums, department counsel should be consulted for advice.
3. Collection Agencies—Departments may consider contracting with another department that has a collection unit or with an outside collection agency.

The [State Contracting Manual](#), the Public Contract Code section applicable to contracts for services, and GC section [19130](#) should be reviewed when a department is considering contracting with a collection agency. Any contract made with a collection agency must specify that all funds collected on behalf of a department will be remitted to that department. The collection agency can then be paid in one of several ways for its services - by a set fee per collection, on an hourly basis, or on a percentage basis, in arrears, based on services rendered.

Prior to assigning the debt to a collection agency, departments are required by law to notify the debtor in writing at the address of record that the alleged AR debt will be turned over for private collection unless the debt is paid or appealed within a specified time period.

Sale of ARs—Departments are authorized to sell ARs to private persons or entities. Departments will record the net income from the sale in their accounting records. Specific accounting entries for the sale of ARs are detailed in SAM section 10536, Standard Entry No. 36.

Prior to selling the debt, departments are required by law to notify the debtor in writing, at the address of record, that the alleged AR debt will be turned over for private collection unless the debt is paid or appealed within a specified time period.

Departments will select the collection actions that are likely to generate the highest net income and do not compromise future state income collections. In addition, departments should consult with the Franchise Tax Board or any other state department that has successfully established an effective AR collection system to develop methods for improving their collection rate.

Discharge from Accountability

If all reasonable collection procedures do not result in payment, departments may request discharge from accountability of uncollectable amounts due from private entities. Departments will review their AR, no less than quarterly, to identify receivables for discharge. If departments have identified receivables for discharge, departments will file an Application for Discharge from Accountability form, [STD. 27](#), with the SCO, Division of Accounting and Reporting. Applications for Discharge from Accountability of uncollectable amounts of more than \$10,000 will be filed separately from applications for amounts of \$10,000 or less. The \$10,000 amount applies to the total of all amounts owed by the debtor, not to each invoice. The application for discharge shall include:

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APPENDIX D

SAM MISCELLANEOUS ACCOUNTING PROCEDURES NONEMPLOYEE ACCOUNTS RECEIVABLE 8776.6 (REV. 434)

(Revised 06/2016)

1. Statement of the nature of the amount due
2. Name(s) of the person(s) liable
3. Estimated cost of collection
4. Any other fact(s) supporting the request, including offset attempts (See SAM section 8790)
5. If the discharge from accountability is due to bankruptcy, the supporting documentation must include a copy of the court's final discharge of the debtor and evidence that the specific department is included in the petition for bankruptcy.
6. Signature, phone number, printed name, and title of person completing the STD. 27
7. Signature, printed name, and title of manager authorizing the STD. 27

The individual authorizing the Application for Discharge from Accountability should be at a level at least equivalent to that of manager of the account office.

For AR amounts of \$500 or less, GC section [12438](#) authorizes state departments to refrain from collecting the AR provided that:

1. Attempts to collect these ARs are in accordance with SAM section 8776.6
2. Departments will discharge only those debts that have been determined uncollectible or it is not cost beneficial to continue pursuing collection
3. Departments understand the discharge from accountability does not release the debtor from the debt owed to the state

The \$500 limitation applies to the total of all amounts owed by the debtor, not to each invoice.

The California State Universities must refer to Education Code section [89750.5](#) for application limitations.

Date: October 3, 2022
Submitted by: Nicholas Valsamides, Executive Director of Fiscal Services
Area Administrator: Dr. Todd Hampton, Vice President of Administrative Services *TH*
Subject: Information Item

Board Meeting Date: October 12, 2022

Title of Board Item:

Use of Proposition 55 Education Protection Account (EPA) Funds for FY 2022/2023.

Background:

Proposition 55, Tax Extension to Fund Education and Healthcare, passed in November 2016. This proposition is an extension of Proposition 30. This proposition temporarily raises the income tax rate for high income earners (\$250,000 for individuals and \$500,000 for couples) through 2030 to provide continuing funding for local school districts and community colleges.

The governing board must make spending determinations of EPA funds in open session of a public meeting of the governing board, and each entity receiving funds must annually publish on its internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

In 2022/2023, the state is replacing our General Fund apportionment dollars with funding through Proposition 55. The District expects to receive \$4,427,084 in Proposition 55 funds. However, these funds are not additional dollars beyond our regular state apportionment.

Terms (if applicable):

Not applicable

Expense (if applicable):

Not applicable

Fiscal Impact Including Source of Funds (if applicable):

The District is anticipated to receive \$4,427,084 in EPA funds in 2022/2023. Expenditure of EPA funds specifically prohibits the expenditures for administrative salaries and benefits or any other administrative costs. Accordingly, the EPA funds will be budgeted and expended for direct instructional salary expenses.

Approved: _____


Brock McMurray, Acting Superintendent/President



BOARD AGENDA ITEM

Date: September 27, 2022

Submitted by: Meghan Hall-Silveira – Children’s Center Program Director

Area Administrator: Dr. Leslie Minor, Vice President of Instruction

Subject: Request for Ratification

Board Meeting Date: October 13, 2022

Title of Board Item:

Execution of Child and Adult Food Program Permanent Single Agreement (PSA).

Background:

The Children’s Center participates in the USDA CACFP Non-pricing food program and the annual application is submitted electronically. This is the first year they are implementing a Permanent Single Agreement that will remain in effect until terminated and contingent upon available funding.

Terms (if applicable):

Contingent upon funds and until terminated.


Expense (if applicable):

None

Fiscal Impact Including Source of Funds (if applicable):

The Children’s Center secures \$126,000 annually for meal reimbursable with the USDA’s CACFP program.

Approved: _____


Brock McMurray, Superintendent/President

Child and Adult Care Food Program Permanent Single Agreement (PSA)

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the Regulations governing the Child and Adult Care Food Program (CACFP) issued thereunder (Title 7, *Code of Federal Regulations* [7 *CFR*], Part 226), the California Department of Social Services (CDSS) and the Program Operator (whose name and address appear below) agree to comply with 7 *CFR*, Part 226, and all requirements developed pursuant to and imposed by these regulations which also incorporates the Management Plan and Schedule A, by reference. In administering the CACFP, the Program Operator assures the CDSS it will adhere to all the requirements in the Agreement and with all CACFP Branch policies and guidance issued by the CDSS.

Contingent upon the availability of Program funds, this permanent agreement will be effective beginning with the period indicated below and remain in effect until terminated as provided herein. Reimbursement will commence on the date the Program Operator is approved to participate in the CACFP and continue to the ending date only if the Program Operator operates in full compliance with all CACFP regulations.

Authority: Title 42, *United States Code* (42 U.S.C.) sections 1751–1762a, 1765–1766b, 1769–1769h, 1771–90, 3030a, 5179, 5180; as amended Title 5, *United States Code* Part 301; Title 7, *United States Code* sections 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a–1, 1859, 2014, 2025; Title 15, *United States Code* Section 713c; Title 22, *United States Code* Section 1922; Title 2, *Code of Federal Regulations* (2 *CFR*), parts 200, 400, and 415; Title 7, *Code of Federal Regulations* (7 *CFR*), parts 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250; Food Nutrition Services (FNS) Instructions; and Federal Acquisition (FAR) at 48 *CFR* Part 31.

Catalogue of Federal Domestic Assistance numbers 10.555, 10.553, 10.556, 10.558, 10.559, and 10.550. *California Education Code* (EC) Part 27, Chapter 9, Articles 7 through 12, and sections 48931, 49490–49570, and applicable sections of the *California Welfare and Institutions Code* (WIC).

This is not an application to participate in a Child Nutrition Program

Definitions

Center: means a child care center, at-risk afterschool care center, an adult day care center, an emergency shelter, or an outside-school-hours care center

Child and Adult Care Food Program (CACFP): May also be referred to as the Program.

CNP: means a Child Nutrition Program, which includes any of the following: The National School Lunch Program, School Breakfast Program, CACFP, and the Summer Food Service Program.

Federal Assistance: Any funding, property, or aid that is provided to a state agency, Program Operator, institution, or recipient agency for the purpose of providing program benefits or services to eligible participants.

FNS: means the Food and Nutrition Service of the United States Department of Agriculture.

Food Service Management Company (FSMC): means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.

Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside-school-hours care center, emergency shelter or adult day care center that enters into an agreement with the state agency to assume final administrative and financial responsibility for program operations.

Program Operator: means a public or nonprofit private organization that is entirely responsible for the administration of the food program in:

1. One or more day care homes;
2. A child care center, emergency shelter, at-risk afterschool care center, outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization;
3. Two or more child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care center, or adult day care centers; or
4. Any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, adult day care centers, and day care homes. The term "sponsoring organization" also includes an organization that is entirely responsible for administration of the Program in any combination of two or more child care centers, at-risk afterschool care centers, adult day care centers or outside-school-hours care centers, which meet the definition of *For-profit center* in this section and are part of the same legal entity as the sponsoring organization.

Responsible Individual or Responsible Principal: means any of the following: (1) A principal, whether compensated or uncompensated, who the CDSS or FNS determines to be responsible for an institution's serious deficiency in accordance with 7 *CFR*, Part 226; (2) any other individual employed by, or under contract with, an institution or sponsored center, who the CDSS or FNS determines to be responsible for an institution's serious deficiency in accordance with 7 *CFR*, Part 226; or (3) an uncompensated individual who the CDSS or FNS determines to be responsible for an institution's serious deficiency in accordance with 7 *CFR*, Part 226.

Schedule A: This includes all information submitted electronically by the Program Operator to the CDSS in the Application Packet via the CDSS's information technology system and approved by the CDSS. This includes but is not limited to the Management Plan, Budget, Site Application(s), and Sponsor Application.

Sponsoring Organization: A public or nonprofit private organization that is entirely responsible for the administration of the food program in:

1. One or more day care homes;
2. A child care center, emergency shelter, at-risk afterschool care center, outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization;
3. Two or more child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care center, or adult day care centers; or
4. Any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, adult day care centers, and day care homes. The term "sponsoring organization" also includes an organization that is entirely responsible for administration of the Program in any combination of two or more child care centers, at-risk afterschool care centers, adult day care centers or outside-school-hours care centers, which meet the definition of *For-profit center* in this section and are part of the same legal entity as the sponsoring organization.

School: An educational unit as defined in 7 *CFR*, parts 210, 215, and 220.

State Agency: For the purposes of this agreement, the state agency is the California Department of Social Services (CDSS).

USDA, FNS: U.S. Department of Agriculture, Food and Nutrition Service—the federal oversight agency for the Child and Adult Care Food Program.

Hereinafter, the institution, recipient agency, or organization shall be referred to as the Program Operator.

Assurance of Civil Rights Compliance

The Program Operator assures that the CACFP will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Program Operator hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d 2000e-16), Title IX of the Education Amendments of 1972 (Title 20, *United States Code* Section 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (Title 29, *United States Code* Section 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (P.L.101-336), all provisions required by USDA nondiscrimination regulations (7 *CFR*, parts 15, 15a, 15b), Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the USDA Food and Nutrition Service (FNS) directives and guidelines, including data collection, public notification, and compliance reviews, to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. The Program Operator hereby assures that it will immediately take necessary measures to effectuate this PSA.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Program Operator by the USDA or CDSS. This includes any federal agreement, arrangement, or other contract that has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By providing this assurance, the Program Operator agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or CDSS personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA or CDSS shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Program Operator, its successors, transfers, and assignees as long as it receives assistance or retains possession of any assistance from the CDSS. The persons whose signatures appear below are authorized to sign this assurance on behalf of the Program Operator.

Cash in Lieu Requirements

The Program Operator shall comply with all provisions of 7 *CFR*, Part 240, as well as USDA guidance. Furthermore, the Program Operator will adhere to the guidance issued by the CDE and the CDSS, as applicable.

The Program Operator further agrees to the following specific provisions, as applicable:

1. Respond to the biannual (every other year) CDSS Cash in Lieu Survey. The Survey will determine if CACFP operators should receive Cash In Lieu of USDA donated foods.
2. Funds made available to Program Operators under this part shall be used only to purchase United States agricultural commodities and other foods for use in their food service under the Child and Adult Care Food Program.
3. Funds provided under this part shall be subject to 2 *CFR*, Part 200, subparts D and E; and USDA implementing regulations 2 *CFR*, Part 400 and Part 415.
4. Maintain records and reports on the receipt and disbursement of funds made available under this section, and shall retain such records and reports for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
5. Cash in Lieu is not available for meals served at day care homes.

Compliance with Performance Standards

The Program Operator shall comply with all provisions at 7 *CFR*, sections 226.6(b)(1)(xviii) [New Program Operator] and 226.6(b)(2)(vii) [Renewing Program Operator], as applicable; as well as USDA guidance. Furthermore, the Program Operator will adhere to the guidance issued by the CDE and the CDSS, as applicable.

1. The Program Operator agrees to submit information sufficient to document it is financially viable, is administratively capable of operating the CACFP, and has internal controls that comply with 2 *CFR*, Section 200.303.
2. The Program Operator agrees to expend and account for CACFP funds in accordance with the requirements of USDA FNS policies and instructions on the financial management of the CACFP; 2 *CFR*, Part 200, Subpart D.
3. The Program Operator agrees that the following documentation shall be submitted to the CDSS in accordance with Performance Standard 1 (Financial Viability and Financial Management):

- A. Description of need/recruitment for recruiting facilities consistent with 7 *CFR*, Section 226.6(p) and any state policies.
 - B. Financial documentation demonstrating the Program Operator has adequate financial resources to operate the CACFP on a daily basis and has adequate sources of funds to continue to pay employees and suppliers during periods of temporary interruption or delays in CACFP payments and/or to pay debts when fiscal claims have been assessed.
 - C. Invoices or other financial documents that demonstrate the costs charged to the CACFP are in compliance with 2 *CFR*, Part 200, subparts D and E.
4. The Program Operator agrees that the following documentation shall be submitted to the CDSS in accordance with Performance Standard 2 (Administrative Capability):
- A. Documentation demonstrating the Program Operator has an adequate number and type of qualified staff to ensure the operation of the CACFP.
 - B. A Management Plan that documents the Program Operator employs staff sufficient to meet the ratio of monitors to facilities as set forth in 7 *CFR*, Section 226.16(b)(1).
 - C. Program policies and procedures documentation that assign responsibilities and duties and ensure compliance with civil rights requirements.
5. The Program Operator agrees to maintain adequate internal controls and oversight in accordance with Performance Standard 3 as defined in 7 *CFR*, Section 226.6(b)(1)(xviii)(C) (Program Accountability) and sustain the following (as applicable):
- A. Ensure that the governing Board of Directors has adequate oversight of the CACFP by an independent Board of Directors as defined at 7 *CFR*, Section 226.2.
 - B. The Program Operator has a financial system with management controls specified in writing that assure:
 - i. Fiscal integrity and accountability for all funds and property received, held, and disbursed;
 - ii. The integrity and accountability of all expenses incurred;
 - iii. That claims are processed accurately and in a timely manner;
 - iv. That funds and property are properly safeguarded and used, and expenses incurred, for authorized CACFP purposes; and

- v. That a system of safeguards and controls is in place to prevent and detect improper financial activities by employees
- C. The Program Operator maintains appropriate records to document compliance with CACFP requirements, including budgets, accounting records, approved budget amendments, management plans, and appropriate records on facility operations.
- D. The Program Operator shall document in its Management Plan that it will:
- i. Provide adequate and regular training of Program Operator organization staff and sponsored facilities in accordance with 7 *CFR*, sections 226.15(e)(12) and (14); 226.16(d)(2) and (3)
 - ii. Perform monitoring in accordance with 7 *CFR*, Section 226.16(d)(4)
 - iii. [For Day Care Home Program Operators] Accurately classify day care home providers as tier I or tier II in accordance with 7 *CFR*, Section 226.15(f)
 - iv. Ensure that a system is in place that prevents administrative costs funded from CACFP reimbursements exceeding regulatory limits as set forth in 7 *CFR*, sections 226.12(a) and 226.16(b)(1)
- E. All independent centers and facilities under Program Operator supervision/control shall document and adhere to practices that result in the operation of the CACFP in accordance with the meal service, record keeping, and other operational requirements in 7 *CFR*, Part 226. These practices shall be documented in the independent center's application or in the Program Operator's Management Plan and shall demonstrate the independent center or sponsored facilities:
- i. Provide meals that meet the meal patterns set forth in 7 *CFR*, Section 226.20
 - ii. Comply with licensure or approval requirements set forth in 7 *CFR*, Section 226.6(d)
 - iii. Serve food in compliance with applicable California and local health and sanitation requirements
 - iv. Comply with civil rights requirements
 - v. Maintain complete and appropriate records on file
 - vi. Claim reimbursement only for eligible meals

Requirements for Day Care Home Program Operators Participation in the Child and Adult Care Food Program

The Program Operator shall comply with all provisions of 7 *CFR*, Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Program Operator's state agency information technology system application packet, management plan, federal procurement standards; as well as applicable provisions of 2 *CFR*, Part 200; 7 *CFR*, parts 15, 15a, 15b; USDA guidance; and CDSS management bulletins, and the most recent revision of FNS Instruction Number 796-2 hereby incorporated by reference.

The Program Operator Agrees to:

1. Administer the program from an ongoing office site located within the state of California and staffed by permanent administrative personnel during normal business hours to adequately meet the needs of the day care homes. [7 *CFR*, Section 226.2 and FNS Instruction 788-16]
2. Notify the CDSS in advance of days the Program Operator's office will be closed. [7 *CFR*, Section 226.6(b)(4)(iii)]
3. Comply with, and meet all requirements in, 7 *CFR*, Part 226, the CACFP regulations, this Agreement with the CDSS, and all departmental guidance provided.
4. Include a nondiscrimination statement in all program materials and display the civil rights poster. [7 *CFR*, Section 226.6(b)(1)(iii)] [7 *CFR*, Section 226.6(b)(1)(xviii)(B)(3)]
5. New CACFP agencies are still responsible for issuing an initial public media release. The CDSS will issue all subsequent media releases. [7 *CFR*, Section 226.23(d)]
6. Comply with the CACFP Audit Rule; 7 *CFR*, Sections 226.8(a), (b), (c), and (d); the CDSS's policy and guidance; and the most recent revision of USDA, FNS Instruction 796.2.
7. The Program Operator shall not contract for the management of the CACFP. [7 *CFR*, Section 226.15(c)]
8. Submit an annual administrative budget to the CDSS for approval no later than September 1 of each year. [7 *CFR*, Section 226.6(f)(1)(iv)]
9. Retain no more than 30 percent of Federal meal reimbursement, per month, for allowable administrative costs. [7 *CFR*, Section 226.12(a)(3)(iv)]
10. Report actual administrative expenses and income on the monthly claim for reimbursement and maintain documentation supporting such costs. [7 *CFR*, Section 226.13(d)]

11. Use interest earned from an interest-bearing account for the enhancement of the program and maintain proper documentation proving its use. [the most recent revision of FNS Instruction 796.2]
12. Maintain a record of the amounts and dates of payments to each site. [7 *CFR*, Section 226.13 and 7 *CFR* 226.10]
13. Per 7 *CFR*, Section 226.14, remit to the CDSS all monies owed within 30 days, (including administrative cash advances) when:
 - A. The Program Operator's agreement or cash advance is canceled; or
 - B. A demand is made by the CDSS and all appeals have been exercised.
14. Remit to the CDSS reimbursement for meals disallowed during an audit or administrative review including the portion retained by the Program Operator for administration. [7 *CFR*, Section 226.14]
15. Reimburse applicable sites for additional meals discovered during an audit or administrative review according to the program requirements. [7 *CFR*, Section 226.6(k)(3)]
16. Recruit only sites that are not operating under another Program Operator. [7 *CFR*, Section 226.18(b)(13)] [7 *CFR*, Section 226.6(b)(1)(xviii)(A)(1)]
17. Accept that a day care home provider may transfer from one Program Operator to another only once every 12 months.
18. Accept only one site transfer from any other Program Operator per month.
19. Recruit sites that are licensed, registered, or government approved. [7 *CFR*, Section 226.6(b)(2)(vii)(A)(1)]
20. Provide access to all approved sites listed on the Schedule A and make available all accounts and records pertaining to the CACFP to representatives of the CDSS, the USDA, the U.S. General Accounting Office, and other authorized agencies upon request, through either announced or unannounced reviews during normal hours of operation. During any such reviews, the representatives of the above cited agencies shall show photo identification that demonstrates they are employees of one of the agencies. [7 *CFR*, Section 226.18(b)(1)]
21. Provide written notification to all sites that they are required to comply with Section 504 of the Rehabilitation Act of 1973 as amended (29 *United States Code* Section 794).
22. Enter into a written agreement (provided by the CDSS) with each site that specifies the rights and responsibilities of the Program Operator and the site as provided by the CDSS, and includes the day care home provider's full name, mailing address, and date of birth. [7 *CFR*, Section 226.6(p)] [7 *CFR*, Section 226.18(b)]

23. Attend training as mandated by the CDSS. [7 *CFR*, Section 226.16(d)(3)]
24. Certify annually that it is in compliance with the terms and conditions set forth in this Agreement. If the CDSS terminates this Agreement, the Program Operator shall give control of those financial accounts containing CACFP money and all CACFP records to the CDSS. [the most recent revision of FNS Instruction 796.2]
25. Provide an outside employment policy that restricts other employment by Program Operator employees that interferes with an employee's performance of CACFP duties and responsibilities, including outside employment that constitutes a real or apparent conflict of interest. [7 *CFR*, Section 226.6(b)(1)(xvi)]
26. Notify each site of the serious deficiency process for day care home providers, whereby each provider will have the opportunity to correct program deficiencies and appeal the Program Operator's intent to terminate the provider's participation in the program. [7 *CFR*, Section 226.16(l)(3)]
27. Provide to the CDSS, annually, the list of providers categorically certified as Tier I based on CalFresh or SNAP eligibility. [7 *CFR*, Section 226.6(f)(1)(viii)(E)]
28. Record Keeping: As per 7 *CFR*, Section 226.15(e), Program Operators shall establish procedures for, maintain, and make available at CDSS request, the records listed below that provide the basis for claims for reimbursement, audits, and administrative reviews. Failure to keep and maintain required records for each approved site may result in the recovery of all program funds.
 - A. Establish procedures to collect, maintain, and update all necessary program records as required. Records shall include:
 - i. Copies of all applications, agreements, and supporting documents submitted to the CDSS
 - ii. Documentation pertaining to the enrollment of each child shall include the child's normal days and hours of care and the meals that the child would ordinarily receive. The enrollment document shall be signed by a parent or guardian, and shall be updated annually
 - iii. Documentation to be collected annually pertaining to the eligibility of the providers' own children for whom meals are and were claimed
 - iv. Copies of all claims for reimbursement submitted to the CDSS
 - v. Receipts for all program payments received from the CDSS

- vi. Documentation indicating the number of children in attendance and the number of meals, by type (breakfast, lunch, supper, and snacks), served to enrolled children daily
- vii. Copies of invoices, receipts, and other records required by the CDSS to document:
 - (1) Costs charged to the CACFP and
 - (2) Income received from the CACFP
- viii. Copies of menus and meal counts for each approved site
- ix. Information on training sessions provided to the sites including dates and locations, as well as topics presented and names of participants
- x. Documentation of site monitoring, showing dates and locations, notations of any problems, and the corrective action prescribed and effected
- xi. Documentation that demonstrates compliance with the reimbursement payment requirements to sites
- xii. Documentation that substantiates the meals claimed both by reimbursement category and by meal type within each category
- xiii. Documentation of annual public media release
- xiv. Documentation that every Tier I eligibility determination based on school free and reduced-price meal eligibility data is certified every five years
- xv. Documentation that every Tier I eligibility determination based on national census data is certified every five years or with the publication of new national census data
- xvi. Documentation that every Tier I eligibility determination based on provider's income is certified annually
- xvii. Verification of each Tier I determination based upon provider's income
- xviii. Any home that does not qualify for Tier I reimbursement rates shall be classified for Tier II reimbursement rates

29. Retain all records and accounts pertaining to the program for a period of three years following the program year (October to September) to which they pertain. If audit findings have not been

resolved, such records and accounts shall be retained beyond the end of the three-year period until audit issues are resolved and the audit is closed.

The Program Operators are required to adhere to the following Operational Provisions:

1. Meal Service shall comply with 7 *CFR*, Section 226.18, including:
 - A. Offer all children in attendance at the day care homes the same meals at no separate charge and with no physical segregation or other discrimination because of race, color, national origin, sex (including gender identity and sexual orientation), religion, age or disability, or political beliefs.
 - B. Obtain "Decline Participation" forms for children whose parents decline their participation in the CACFP.
 - C. Plan and prepare food in amounts that are sufficient to serve each enrolled child one meal at each meal service which meets the minimum requirements set forth in the Meal Patterns for Infants and Older Children, as prescribed by 7 *CFR*, Section 226.20;
 - i. Serve a reimbursable meal to each eligible child
 - ii. Ensure that the counts at each meal service do not exceed the licensed capacity
 - iii. Ensure that the preparation, serving, and storage of foods are carried out in a manner that conforms to applicable state and local sanitation laws and regulations
2. To receive reimbursement, Program Operators shall follow current FNS Instruction 796-2 and perform the following:
 - A. Submit claims based on current eligibility and enrollment information
 - B. Claim for reimbursement only meals served that meet the meal pattern component requirements in Schedule B (Meal Patterns)
 - C. Claim for reimbursement only meals served to eligible children enrolled for care participating in the Child and Adult Care Food Program at approved sites
 - D. Claim no more than two major meals and one snack or two snacks and one major meal for each child
 - E. Maintain in and out records for children if shifts of care are provided

- F. Edit the monthly claims of each sponsored provider before filing the consolidated monthly reimbursement claim. Program Operators are not required to perform an edit check to detect block claims or unannounced follow-up reviews related to block claims
 - G. Block claiming is defined as a claim for reimbursement submitted by a site in which the number of meals claimed for one or more meal type (breakfast, lunch, snack, or supper) is identical for 15 consecutive operating days within a claiming period
 - H. Submit claims to the CDSS as soon as possible after provider records have been received and verified in the month following the claim month, but not later than 60 days following the claim month or risk forfeiture of reimbursement for that month
 - I. Claim meals both by tiering reimbursement category and by meal type within each category
3. For monitoring and training, per 7 *CFR*, Section 226.18, all Program Operators are to provide adequate supervisory and operational personnel for the effective management and monitoring of the program at all sites under the Program Operator's jurisdiction as stated in the Management Plan. At a minimum, the Program Operator shall:
- A. Conduct pre-approval visits to each site to discuss CACFP benefits and regulations [7 *CFR*, Section 226.16(d)(1)]
 - B. Employ the equivalent of one full-time staff person for each 50 to 150 day care homes it sponsors, and employ the equivalent of one full-time staff person for each 25 to 150 centers it sponsors, to perform monitoring (sponsors with less than 50 providers are exempt from this requirement) [7 *CFR*, Section 226.16(b)(1)]
 - C. Monitor each site at least three times per year, with year defined as a consecutive 12-month period. For new sites, the first visit shall occur within the first four weeks of operation and no more than six months shall elapse between visits. For continuing sites, no more than six months shall elapse between visits [7 *CFR*, Section 226.16(d)(4)(iii)]
 - D. Ensure that at least two of the three required annual visits are unannounced and one of the unannounced is during a meal service [7 *CFR*, sections 226.16(d)(4)(iii) through (vii)]
 - E. Train site staff in program duties and responsibilities prior to beginning program operation, with additional training sessions to be held at least once annually [7 *CFR*, Section 226.16(d)(2) and 7 *CFR* 226.16(d)(3)]
 - F. Explain the tiering categories and reimbursement process to the providers [7 *CFR*, Section 226.18(b)(11)]
4. The CDSS and the Program Operator mutually Agree, per 7 *CFR* 226.12(a) that Administrative expenses shall not exceed the lesser of:

- A. Actual expenditures for administering the program; or
 - B. The amount of administrative costs in the Program Operator 's approved budget; or
 - C. The sum of the products is obtained by multiplying the sponsoring organization's monthly number of day care homes by the Federally set reimbursement rates in accordance with 7 *CFR* 226.12(a). The Federal Register is used for the most current fiscal year
5. During any fiscal year, administrative payments to a sponsoring organization may not exceed 30 percent of the total amount of administrative payments and food service payments for day care home operations.

The CDSS Agrees to:

1. Reimburse the Program Operator for the number of meals served to enrolled children in the sites approved by the CDSS, according to either Tier I or Tier II meal reimbursement rates, depending upon the site's status as either Tier I or Tier II day care homes and the Tier I or Tier II eligibility of the child(ren) enrolled in Tier II homes. [7 *CFR*, Section 226.13]
2. Prohibit the Program Operator from retaining no more than 30 percent of Federal meal reimbursement, per month, for allowable administrative costs. [7 *CFR*, Section 226.12(a)]
3. Notify the Program Operator of any changes in program requirements.
4. Provide the Program Operator with annual information to update and/or renew the program participation.
5. Provide technical and supervisory assistance to the Program Operator.
6. Notify the Program Operator of any serious deficiencies, whereby the Program Operator will have the opportunity to correct the program deficiencies. If the Program Operator's corrective action is unacceptable and results in intent to terminate, the Program Operator will be notified of its appeal rights. [7 *CFR*, Section 226.6(c)(1)(iii)(A)]

**Requirements for Program Operator Participation in the Child and Adult Care Food Program –
Centers Sponsors**

The Program Operators, as defined in 7 *CFR*, Section 226.2, shall comply with all provisions of 7 *CFR*, Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor's state agency information technology system application packet, management plan, federal procurement standards. As well as applicable provisions of 2 *CFR*, Part 200; 7 *CFR*, parts 15, 15a, 15b; USDA guidance; applicable CDE and CDSS policy guidance; and the most recent revision of FNS 796-2 hereby incorporated by reference.

The Program Operator agrees to:

1. Administer the program from an ongoing office site staffed by permanent administrative personnel located within the state of California. [7 *CFR*, Section 226.2]
2. All forms of communication available to the public regarding the CACFP must contain the appropriate USDA nondiscrimination statement short version or long version. Agencies must use the long version in all situations except when the long version would alter the nature of the document (i.e., on brochures, flyers, pamphlets, etc.).
3. Comply with the CACFP Audit Rule, 7 *CFR*, Part 226.8(a)–(d), 2 *CFR* Part 200 subpart F, 2 *CFR* parts 400, 415, and 416 and the CDSS's policy and guidance.
4. Annually certify compliance with the terms and conditions set forth in the following certificates: Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-free Workplace Requirements. The certificates are located in CNIPS – CACFP 33 [Section 1352, Title 31 of the U.S. Code, and implemented at 34 *CFR* Part 82; Executive Order 12549, Debarment and Suspension, and implemented at 34 *CFR* Part 85, for prospective participants in primary covered transactions, as defined at 34 *CFR* Part 85, Sections 85.105 and 85.110; Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 85, Subpart F, for grantees, as defined at 34 *CFR* Part 85, Sections 85.605 and 85.610].
5. Accept final administrative and financial responsibility for the food service operations at each center under their operation and employ an adequate number of management and operational personnel to effectively manage the CACFP at its centers. [7 *CFR*, Section 226.6(b)(4)(ii)]
6. Use interest earned from an interest-bearing account for the enhancement of the program and maintain proper documentation proving its use. [The most recent revision of FNS 796-2.]
7. Remit to the CDSS reimbursement for meals disallowed during an audit or Administrative Review (AR) [7 *CFR*, Section 226.14(a)].
8. Use no more than 15 percent (%) of its annual CACFP meal reimbursement for CACFP administrative expenses. This includes, but is not limited to; eligibility determinations, claims preparation, monitoring, and training. [7 *CFR*, Section 226.6(f)(1)(iv)]

9. Monitor its centers three times per year, with at least two of those visits unannounced and one of the unannounced visits including observation of a meal service. Not more than six months shall elapse between reviews. [7 *CFR*, Section 226.16(d)(4)(iii)]
10. Notify parents of the enrolled children and families/caregivers of enrolled adults of their centers' participation in the CACFP.
11. Provide an outside-employment policy restricts other employment by employees that interferes with an employee's performance of Program-related duties and responsibilities, including outside employment that constitutes a real or apparent conflict of interest. [7 *CFR*, 226.6(b)(1)(xvi)]
12. Adult agencies only: Provide a community-based group program designed to meet the needs of functionally impaired adults through an individual plan of care. Such a program shall be a structured, comprehensive program that provides a variety of health, social and related support services to enrolled adult participants. [7 *CFR*, Section 226.19a(b)(1)]
13. Child or adult care centers shall have federal, state, or local licensing or approval to provide day care services to participants. Child or adult care centers, which are complying with applicable procedures to renew licensing or approval, may participate in the CACFP during the renewal process, unless the CDSS has information that indicates that renewal will be denied. [7 *CFR*, Section 226.17(b)(1) and 7 *CFR*, Section 226.19a(b)(3)]
14. The Program Operator is responsible to ensure program compliance for all entities that are part of the legal entity or not part of the legal entity. The Program Operator or sponsoring organization is administratively and fiscally responsible for all sites that are part of the legal entity or not part of the legal entity.
15. Emergency shelters are exempt from licensing/approval requirements contained in this section but shall meet the requirements of paragraph 7 *CFR*, Section 226.22(d)(2) to be eligible to participate in the Program. Independent centers shall submit such documentation to the CDSS on their own behalf. [7 *CFR*, Section 226.6(d)]
16. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 *CFR*, Section 226.17a(d). Emergency shelters shall comply with health and safety requirements set forth in 7 *CFR*, Section 226.6(d).
17. Except for for-profit centers, child and adult care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986. [7 *CFR*, Section 226.17(b)(2)]
18. Nonprofit and public Program Operators shall immediately notify the CDSS of a change in program sponsorship (i.e., placing a child or adult care center under a different sponsor) or change in legal status (i.e., from nonprofit to for-profit). Nonprofit and public Program Operators shall also notify the CDSS of any changes to the nonprofit and public Program Operators responsible principles.

19. Private for-profit Program Operators shall immediately notify the CDSS of a change in ownership.
20. Each child or adult care center participating in the CACFP shall serve one or more of the following meal types—breakfast; lunch; supper; or snack. Childcare centers and adult day care centers shall not claim reimbursement for more than two meals and one snack, or one meal and two snacks, provided daily to each participant. [7 *CFR*, Section 226.17(b)(3)]
21. At-risk afterschool care centers shall not claim reimbursement for more than one meal and one snack. [7 *CFR*, Section 226.17a(k)]
22. Emergency shelters shall not claim reimbursement for more than three meals, or two meals and one snack. [Section 17(t)(1) of the National School Lunch Act]
23. Nonpricing Program Policy Statement: Offer the same meals to all children or adults in attendance at approved sites with no physical segregation or other discrimination because of race, color, national origin, sex (including gender identity and sexual orientation), religion, age, disability reprisal or retaliation for prior civil rights activity. These meals will be served to all children or adults at no separate charge in all nonpricing programs. All revisions to this policy statement shall be approved by CDSS prior to implementation. Pending approval of a revision to this statement, the existing policy shall remain in effect.
24. Pricing Program Policy Statement: Sign and submit the CDSS Child and Adult Care Food Program F/RP Meal Policy Statement for Pricing Programs or a modified version for CDSS approval. Any revisions to this policy statement shall be approved by CDSS prior to implementation. Pending approval of a revision to this statement, the existing policy shall remain in effect.
25. Each child or adult care center participating in the CACFP shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 *CFR*, Section 226.20. Menus and any other nutritional records required by the CDSS shall be maintained to document compliance with such requirements. [7 *CFR*, Section 226.17(b)(4)]
26. For-profit child care centers shall not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for F/RP meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks or at-risk afterschool meals shall not be included in this percentage. [7 *CFR*, Section 226.17(b)(4)]
27. For-profit adult care centers shall not claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries. [7 *CFR*, Section 226.19a(b)(6)]
28. A child care center with preschool children may also be approved to serve a breakfast, snack, and supper to school-age children participating in an outside-school-hours care program meeting the criteria of 7 *CFR*, Section 226.19(b), which is distinct from its day care program for preschool-age

children. The CDSS may authorize the service of lunch to such participating children who attend a school that does not offer a lunch program, provided that the limit of two meals and one snack, or one meal and two snacks, per child per day is not exceeded.

29. A child care center with preschool children may also be approved to serve a snack or meal to school-age children participating in an at-risk afterschool care program meeting the requirements of 7 *CFR*, Section 226.17a, that is distinct from its day care program for preschool children, provided that the limit of two meals, and one snack, or one meal and two snacks, per child per day is not exceeded.
30. A child or adult care center may use existing school food service facilities or obtain meals from a school food service facility, and the pertinent requirements shall be addressed in a written agreement between the child or adult care center and school. The center shall maintain responsibility for all applicable CACFP requirements set forth in 7 *CFR*, Part 226. [7 *CFR*, Section 226.19(b)(8)]
31. Each child or adult care center, except at-risk afterschool care centers and emergency shelters, shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for F/RP meals in accordance with 7 *CFR*, Section 226.23(e)(1). For children enrolled in a childcare center, documentation of enrollment shall be updated annually, signed by a parent or legal guardian, and include information on each child's normal days and hours of care and the meals normally received while in care. [7 *CFR*, Section 226.15(e)(2)]
32. Sponsored child or adult care sites shall promptly inform the sponsoring organization about any change in its licensing or approval status. Changes may include but is not limited to: dates and times of meals service, months of service, staffing information and all other information pertinent to the implementation of the CACFP program.
33. Comply with cost principles and considerations affecting allowability of costs, and administrative requirements, in accordance with 2 *CFR*, Part 200, subparts D and E; most recent revision of FNS 796.2 section VIII, federal regulations, and all applicable federal and state policies. The Program Operator agrees to account for costs correctly and maintain records with sufficient supporting documentation to demonstrate that costs claimed have been incurred, are allocable to the CACFP, and comply with state agency financial management requirements and all applicable CACFP regulations and policies. Costs that are not properly documented and recorded pursuant to the above are unallowable
34. Recording all costs through GAAP: Accounting for all costs of operation, describes in-kind services and contributions. The USDA has defined in-kind services as costs that are actual cash expenditures that have been paid by the Program Operator, even though the CACFP may not have been billed for the CACFP share of the cost. These costs shall be accounted for in the Program Operator's financial records [MB CACFP-06-2017]

35. Each outside-school-hours care center participating in the Program shall claim only the meal types specified in its approved application and served in compliance with the meal pattern requirements of 7 *CFR*, Section 226.20 Reimbursement may not be claimed for more than two meals and one snack provided daily to each child or for meals served to children at any one time in excess of authorized capacity. For-profit centers may not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for free or reduced price meals or were title XX beneficiaries. [7 *CFR*, Section 226.19(b)(5)]
36. Each sponsoring organization shall provide adequate supervisory and operational personnel for the effective management and monitoring of the program at all facilities it sponsors. Each sponsoring organization shall employ monitoring staff sufficient to meet the requirements of paragraph (b)(1). [7 *CFR*, Section 226.16(d)]
37. Annual training on Program duties and responsibilities to responsible principles; for School Food Authorities, this shall be the highest-ranking individual who has administrative and or fiscal control over the institution, e.g. the Superintendent and or the Chief Business Officer (CBO), from all sponsored facilities prior to the beginning of Program operations. Training shall include instruction, appropriate to the level of staff experience and duties, on the Program's meal patterns, meal counts, claims submission and review procedures, recordkeeping requirements, and reimbursement system. Attendance by the responsible principles, as defined by the CDSS, is mandatory [7 *CFR*, Section 226.16(d)(2)].
38. Additional mandatory training sessions for responsible principles or highest-ranking official(s) from all sponsored childcare and adult day care facilities not less frequently than annually. At a minimum, such training shall include instruction, appropriate to the level of staff experience and duties, on the Program's meal patterns, meal counts, claims submission and review procedures, recordkeeping requirements, and reimbursement system. Attendance by the responsible principles, as defined by the CDSS, is mandatory. [7 *CFR*, Section 226.16(d)(3)].
39. Renewing Program Operators: The Healthy, Hunger-Free Kids Act of 2010 (Act) requires state agencies to have permanent operating agreements with CACFP sponsors. 7 *CFR*, sections 226.6(f)(1) and 226.6(f)(3) also require agencies to submit documents annually to the CDSS and verify that all information previously provided to the CDSS is current and correct. Therefore, agencies that fail to submit these annual documents are not in full compliance with 7 *CFR*, Part 226.6(b)(2).
- A. The CDSS shall terminate the operating agreements if they are not "renewed" by October 31 of each year. Program Operators shall either submit the required documents, withdraw from the CACFP, or be terminated for non-renewal.
 - B. The Program Operator shall submit a complete annual update application packet via the CDSS information technology system. The CDSS will declare any Program Operator that has not submitted complete annual update documents by October 1, seriously deficient by

November 1. For the CDSS staff to have sufficient time to review submitted annual update documents, all Program Operators shall ensure that they submit their annual update application packet electronically via the CDSS information technology system by October 1. Annual update documents shall not be considered submitted to CDSS until CDSS receives them through its information technology system, e-mail, or postal mail. If a Program Operator does not submit the required annual update, the CDSS shall continue to pay all prior federal fiscal year valid claims. The Program Operator will not be paid for any meals served after termination.

40. The CDSS has the right to terminate the agreement for cause or for convenience, subject to 7 *CFR*, Section 226.6. In the event of termination, Program Operators shall comply with the CDSS's time limit for submission of claims for reimbursement.
41. Any changes to the Program Operator's state agency information technology system application, which include but are not limited to, dates and times of meals service and type of meals served, shall be submitted to the CDSS in the month of, or in the preceding months, for which the change will take into effect. The USDA, FNS Instruction 796.2, Revision 4 and 2 *CFR*, Part 200, subparts D and E establish guidelines for the financial management of CACFP reimbursement funds. These guidelines include, but are not limited to, information on CACFP allowable costs, and the level of approval required for such costs. All costs, including food, require prior approval before the cost is incurred. Some expenses require specific prior written approval by the CDSS or the FNS, depending on the nature of the cost. The CDSS may not pay for any claims for sites that served meals outside the month that they were approved for. [USDA, the most recent revision of FNS 796.2. and Title 2 *CFR* Part 200]
42. Sponsoring organizations, as defined in 7 *CFR*, Section 226.2, shall comply with additional provisions set forth in 7 *CFR*, Section 226.16.
43. Program Operators shall purchase CACFP food, supplies, equipment, and other goods and services in accordance with the federal procurement standards and instructions set forth in 2 *CFR*, sections 200.318–326, 7 *CFR*, Section 226.22, and the most recent revision of FNS 796.2.
44. The CDSS shall not approve any application submitted by a Program Operator on behalf of a facility where either the facility or any of its principals are on the National Disqualified List. [7*CFR*, Section 226.6(b)(1)(xii)]
45. Enter into a written agreement with each unaffiliated site that specifies the rights and responsibilities of the Program Operator and the site, and submits to the CDSS, the unaffiliated site responsible principle(s) full name, mailing address, and date of birth. The Sponsoring organization shall assume all responsibility for the unaffiliated site for the operation of the CACFP. Any fiscal or corrective action against the unaffiliated site shall be the responsibility of the Sponsoring organization.

The CDSS Agrees to:

1. Reimburse the Program Operator in accordance with all federal requirements.
2. Notify the Program Operator of any changes in program requirements.
3. Provide annual information to update and/or renew the program.
4. Provide technical assistance to the Program Operator.

CACFP Requirements for All Program Operators

1. **Record Keeping** is the basis for all claims for reimbursement. Maintaining appropriate records to document compliance with CACFP requirements, including budgets, accounting records, approved budget amendments, and, if a sponsoring organization, management plans and appropriate records on facility and site operations, shall result in the recovery of program funds; [7 *CFR*, Section 226.6(b)(1)(xviii)(C)(3)].
 - A. Each Program Operator shall establish procedures to collect and maintain all program records required under this part, as well as any records required by the CDSS. Failure to maintain such records shall be grounds for the denial of reimbursement for meals served during the period covered by the records in question and for the denial of reimbursement for costs associated with such records [7 *CFR*, 226.15(e)]
 - B. Copies of all applications, agreements, schedules, and supporting documents submitted to the CDSS
 - C. Enrollment documents for each child or adult. In child care centers (excluding after-school centers, emergency shelters, and outside-school-hours centers), each child's enrollment document shall be signed by a parent or guardian and state the child's normal days and hours of child care and the meals that the child ordinarily would receive. Centers shall update this information annually
 - D. Copies of all claims for reimbursement submitted to the CDSS
 - E. Receipts for all program payments received from the CDSS
 - F. Daily records indicating the time of meal service, type of meal (breakfast, lunch, supper, and snacks), number of children or adults in attendance and the number of meals served to enrolled children or adults
 - G. Copies of menus and any other food service records required by the CDSS for each approved site

- H. Information on training sessions provided to the sites including dates and locations, as well as topics presented and names of participants
- I. A record of site monitoring, showing dates and locations of the sites, notations of any problems, and the corrective action prescribed and implemented
- J. A copy of the annual media release
- K. Program Operators shall maintain all CACFP records for a period of three years following the federal fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved. All accounts and records pertaining to the Program shall be made available, upon request, to representatives of the CDSS, and of the U.S. Government Accountability Office for audit or review, at a reasonable time and place. [7 CFR, Section 226.10(d)]

2. Meal Service:

- A. Offer the same meals to all children or adults in attendance at approved sites with no physical segregation or other discrimination because of race, color, national origin, sex (including gender identity and sexual orientation), religion, age, or disability. These meals will be served to all children or adults at no separate charge in all nonpricing programs [7 CFR, Section 226.23(b)]
- B. Plan and prepare food in amounts that are sufficient to meet the minimum requirements set forth in the Meal Patterns for Infants and Older Children or Adults, as prescribed by 7 CFR, Part 226.20 at each meal service for each participant
- C. Ensure that the preparation, serving, and storage of foods are carried out in a manner that conforms to applicable state and local sanitation laws and regulations [7 CFR, Section 226.20(l)]
- D. All sites shall be approved prior to the month of meal service [7 CFR, Section 226.6(b)(1)(xviii)(C)(5)]

3. Reimbursement:

- A. Edit the monthly meal claims of each sponsored site before filing the consolidated monthly reimbursement claim. Program Operators are not required to perform an edit check to detect block claims or unannounced follow-up reviews related to block claims [7 CFR, Section 226.11(b)(1)];

- B. Submit monthly claims based on current eligibility and enrollment information as required by the claiming method [7 *CFR*, Section 226.17(b)(8)]
- C. Claim for monthly reimbursement only meals served that meet the meal pattern requirements [7 *CFR*, Section 226.6(b)(1)(xviii)(c)(5)(vi)]
- D. Claim for monthly reimbursement only meals served to eligible children or adults enrolled for care at approved sites; [CACFP 04 (Rev. 08/2019) Page 6]
- E. At-risk only: Claim for reimbursement only snacks served to eligible children enrolled for care at approved sites [7 *CFR*, Section 226.11(c)(2)]
- F. Private for-profit Child Care Agencies only: Claim monthly meal reimbursement only for the meals served at sites that meet the 25% threshold for either free or reduced-price meal eligibility or subsidized care [7 *CFR*, Section 226.10(c)]
- G. Agencies shall submit a claim for reimbursement no later than 60 calendar days after the month claimed. Example: A claim for June shall be submitted by August 29, 60 days after the month of June. All claims are submitted through the CDSS information technology system [7 *CFR*, Section 226.10(e)]
- H. Adult only: Make no claim to the CDSS for any meal supported by Part C of Title III of the Older Americans Act of 1965 [7 *CFR*, Section 226.19a(b)(6)]
- I. Time of meal service: State agencies may require any Program Operator to allow a specific amount of time to elapse between meal services or require that meal services not exceed a specified duration. [7 *CFR*, Section 226.20(k)]

4. Time periods for snack and meal services:

- A. At-risk afterschool snack: When school is in session, the snack shall be served after the child's school day. With State agency approval, the snack may be served at any time on weekends and vacations during the regular school year. Afterschool snacks may not be claimed during summer vacation, unless an at-risk afterschool care center is in the attendance area of a school operating on a year-round calendar [7 *CFR*, Section 226.17a(m)]
- B. At-risk afterschool meals: When school is in session, the meal shall be served after the child's school day. With State agency approval, any one meal may be served (breakfast, lunch, or supper) per day on weekends and vacations during the regular school year. Afterschool meals may not be claimed during summer vacation, unless an at-risk afterschool care center is in the attendance area of a school operating on a year-round calendar [7 *CFR*, Section 226.17a(m)]

5. Monitoring and Training:

- A. Provide adequate supervisory and operational personnel for the effective management and monitoring of the program at all sites under the Program Operator's jurisdiction as stated in the Management Plan. At a minimum, the Program Operator shall:
 - i. Conduct preapproval visits to each new site to discuss the Child and Adult Care Food Program benefits and regulations [7 *CFR*, Section 226.6(d)(1)]
 - ii. Assess each site's compliance with program requirements, including the reconciliation of meal counts over a five-day period [7 *CFR*, Section 226.16(d)(4)(i)]
 - iii. Train site staff in program duties and responsibilities prior to beginning program operation, with additional training sessions to be held at least once annually [7 *CFR* Section 226.6(b)(1)(xviii)(C)(i)]

6. Procurement:

- A. Program Operators that contract with another Program Operator shall ensure that the food service contract contains the provisions specified in 2 *CFR*, Part 200 and 7 *CFR*, sections 226.21 and 226.22.
- B. Program Operators that contract with a non-Program Operator shall comply with the bid and contractual requirements of 2 *CFR*, Part 200; 7 *CFR*, sections 226.21 and 226.22 if the Program Operator contracts with a food service management company as defined in 7 *CFR*, Section 226.2; and ensure that the company complies with the meal pattern requirements and maintains menu records and food purchase records in accordance with applicable program guidelines.

Food Service Management Companies (if applicable):

- 1. Any Program Operator may contract with a Food Service Management Company (FSMC). A Program Operator which contracts with a food service management company shall remain responsible for ensuring that the food service operation conforms to its agreement with the CDSS. [7 *CFR*, Section 226.21(a)]
- 2. Program Operator shall comply with existing Federal, State, and local procurement requirements when obtaining the services of an FSMC. All procurements of meals from food service management companies shall adhere to procurement standards set forth in 7 *CFR* sections 226.20; 226.21; 226.22 and at 2 *CFR*, Part 200, subparts D and E, and contract provisions in Appendix II to 2 *CFR* Part 200.
- 3. A Program Operator shall not contract with an FSMC to manage its food service operation.

4. All proposed contracts shall be publicly announced at least once 14 calendar days prior to the opening of bids. The institution shall also provide notice to the State Agency. The announcement and notice shall include the time and place of the bid opening. [7 CFR, Section 226.21(a)(1)-(2)]
5. The invitation to bid shall not provide for loans or any other monetary benefit or terms or conditions to be made to Program Operators by food service management companies. [7 CFR, Section 226.21(a)(3)]
6. Nonfood items shall be excluded from the invitation to bid, except where such items are essential to the conduct of the food service. [7 CFR, Section 226.21(a)(4)]
7. The invitation to bid shall not specify special meal requirements to meet ethnic or religious needs unless special requirements are necessary to meet the needs of the participants to be served. [7 CFR, Section 226.21(a)(5)]
8. The bid shall be publicly opened. [7 CFR, Section 226.21(a)(6)]
9. All bids totaling \$50,000 or more shall be submitted to the CDSS for approval before acceptance. All bids shall be submitted to the CDSS for approval before accepting a bid which exceeds the lowest bid. State agencies shall respond to any request for approval within 10 working days of receipt. [7 CFR, Section 226.21(a)(7)]
10. The Program Operator shall inform the CDSS of the reason for selecting the chosen FSMC . CDSS may require Program Operators to submit copies of all bids submitted under this section. [7 CFR, Section 226.21(a)(8)]
11. The Program Operator and the FSMC shall enter into a standard contract as required by 7 CFR Section 226.6(i). However, public Program Operators may, with the approval of the CDSS, use their customary form of contract if it incorporates the provisions of Section 226.6(i). [7 CFR, Section 226.21(b)]
12. A copy of the contract between each Program Operator and FSMC shall be submitted to the CDSS prior to the beginning of the contract term. [7 CFR, Section 226.21(c)]
13. Each proposed additional provision to the standard form of contract shall be submitted to the CDSS for approval. [7 CFR, Section 226.21(d)]
14. An FSMC may not subcontract for the total meal, with or without milk, or for the assembly of the meal. [7 CFR, Section 226.21(e)]

Equal Employment Opportunity Clause

The Program Operator agrees that:

1. It will not discriminate against any employee because of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability. The Program Operator will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex (including gender identity and sexual orientation), religion, age, disability, political beliefs, sexual orientation, or marital or family status. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Program Operator agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the CDSS setting forth the provisions of this nondiscrimination clause.
2. The Program Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Program Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex (including gender identity and sexual orientation), age, or disability.
3. The Program Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CDSS, advising the labor unions or workers' representative of the CDSS's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Program Operator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Program Operator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the USDA, the Secretary of Labor, or the CDSS for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Program Operator's noncompliance with the nondiscrimination clauses of this PSA, as it relates to CACFP expenses, the agreement may be canceled, terminated, or suspended in whole, or part and the Program Operator may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Program Operator will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued
8. Pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Program Operator will take such action with respect to any subcontract or purchase order as the USDA or CDSS may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Program Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA or CDSS, the Program Operator may request the United States or the CDSS to enter into such litigation to protect the interests of the United States.

Certification Regarding Lobbying

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, *United States Code* Section 1352. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

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, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or 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 its instructions.

The language of this certification will be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and which all subrecipients shall certify and disclose accordingly.

Certification Regarding State and Federal Drug-free Workplace Requirements

Grantees Other Than Individuals

As required by Section 8355 of the California *Government Code* and the Drug-free Workplace Act of 1988, and implemented per 2 CFR, Part 182, for grantees, as defined at 2 CFR, Part 182, Subpart B:

1. The applicant certifies that it will 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 ongoing, drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The grantee's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - C. Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by Paragraph (1).
 - D. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
 - E. Notifying the Program Operator 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 shall provide notice, including position title, to every grant officer or other designee. 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:
- i. 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
 - ii. 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 all paragraphs.

Grantees Who Are Individuals

As required by Section 8355 of the California Government Code and the Drug-free Workplace Act of 1988, and implemented per 2 CFR, Part 182, for grantees, as defined per 2 CFR, Part 182, Subpart C:

1. 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.
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented per 2 CFR, Part 180, for prospective participants in primary covered transactions, as defined per 2 CFR, Section 180.970:

1. The applicant (Program Operator) 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 (2)(b) of this certification
- 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

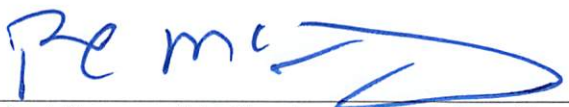
- 2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Termination

- 1. The CDSS has the right to terminate the agreement for cause or for convenience, subject to 7 *CFR* Section 226.6.
- 2. The CDSS has the right to immediately terminate the agreement for serious deficiency(ies), if these serious deficiency(ies) constitute an imminent threat to the health or safety of participants, or the Program Operator has engaged in activities that threaten the public health or safety [7 *CFR*, Section 226.6(c)(5)]
- 3. The CDSS shall terminating a Program Operator's agreement if the Program Operator becomes disqualified by another State agency or FNS [7 *CFR*, section 226.6(k)(3)(5), 226.6(c)(3)(i), 226.6(c)(6)(G).
- 4. The CDSS shall initiate termination of this agreement and follow applicable procedures if it determines that the institution has committed one or more serious deficiencies in 7 *CFR* Section 226.6(c)(2)(ii) and 7 *CFR* Section 226.6(c)(3)(ii). CDSS's denial of the Program Operator 's application, the proposed termination of the Program Operator 's agreement and the proposed disqualification of the Program Operator and the responsible principals and responsible individuals [7 *CFR*, Section 226.6(c)(2)(iii) and 7 *CFR*, Section 226.6(c)(3)(iii)]
- 5. The CDSS shall initiate termination of this agreement and follow applicable procedures if state or local health or licensing officials have cited the Program Operator for serious health or safety violations pursuant to 7 *CFR* Section 226.6(c)(5)(i).
- 6. The CDSS shall initiate termination of this agreement if it determines that the institution has knowingly submitted a false or fraudulent claim pursuant to 7 *CFR* Section 226.6(c)(5)(ii).


7. The CDSS shall terminate this agreement if the institution fails to fully and permanently correct, within the allotted time, any serious deficiency(ies) identified by the FNS. 7 CFR Part 226.6(c)(6)(ii)(A)(4).

This PSA constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this PSA shall bind either party unless in writing and signed by both parties. The program operator, by the signature of its authorized representative, hereby acknowledges that they have read this PSA, understand it, and agree to be bound by its terms and conditions.

Signature of Authorized Official or Designated Representative: 		Date: 9-28-22
Printed Name of Authorized Official or Designated Representative: Brock McMurray		Title: Acting Superintendent/ President
Phone Number: 6661-763-7711	Fax Number:	Email Address: bmcmurray@taftcollege.edu
Contact Person (if different from above): Meghan Hall-Silveira	Phone Number: 661-763-7863	Email Address: msilveira@taftcollege.edu
ON BEHALF OF THE STATE AGENCY: For the State of California, Department of Social Services Child and Adult Care Food Program Branch:		
Signature:	Title:	Date:



BOARD AGENDA ITEM

Date: September 22, 2022
Submitted by: Aaron Markovits, Program Director, TIL
Area Administrator: Dr. Damon Bell, VP Student Services 
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item: Purchase of Driving Simulators from Virtual Driver Interactive (VDI)

Background:

Students in the TIL program take driver's training as part of the curriculum. This purchase would allow the students the use of a simulator to learn to drive in real life situations without the use of a vehicle as part of their driver's education. Simulator-based instruction provides a high transfer of learning rate on new and experienced drivers. In fact, it has been proven that making mistakes is a key dimension to learning. Providing this training is one of the goals written in the TPSID grant. The purchase will include two simulators so students in the program can have training in a reasonable time.

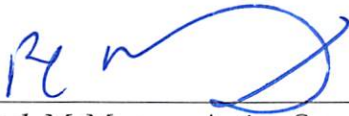
Terms (if applicable):

Expense (if applicable):

\$36,500

Fiscal Impact Including Source of Funds (if applicable):

To be paid from TPSID Grant.

Approved: 

Brock McMurray, Acting Superintendent/President



(2) LX49C Virtual Trainer Quote for Taft College TIL Program

Quantity	Description	Cost
Two (2)	LX49C Full Cab Virtual Trainer with one 49" curved monitor and equipped with Virtual Driving Essentials @ \$15,400 ea.	\$30,800
One Time	Shipping and Handling	\$700
Two (2)	OSD Program	\$5,000
One (1)	One-year warranty to include all parts and labor for the simulator, computer, and all components	Included
	TOTAL	\$36,500

Quote valid for 90 days

Aaron Markovits
Taft College TIL Program

Customer Signature

Date



5137 Golden Foothill Pkwy. STE 150 | El Dorado Hills, CA 95762
O: 877-746-8332 x1 F: 925-807-0313

Terms and Conditions

Payment Terms: Invoice will be issued upon receipt of equipment. Payment is Net 30 days. Late fee of 1.5% per month on all Accounts Receivables past 30 days. Any payments utilizing a credit card will incur a 3% processing fee.

Delivery Time: Systems normally ship within 30 days of signed quote and/or Purchase Order. **However, the 2021 global shortage of silicon chips* and other parts may extend this interval.** Please notify us if you require expedited or delayed shipping and we will do our best to accommodate your needs.

Warranty: All Driving Simulators include a full one-year warranty to include all parts and labor for the simulator, computer, and all components. Unlimited phone support and free software updates are included for the life of the equipment. Upon expiration of the warranty, an *optional Support Agreement* can be purchased for \$649 per year to cover any future labor & shipping costs as well as 10% discount on all replacement parts.

Exclusions: The foregoing warranties shall not apply to any Hardware or Software that has been:

- (a) Used or operated in a manner inconsistent with the use intended VDI; or
- (b) Modified or repaired by anyone other than VDI personnel or VDI's authorized service representatives in a manner which adversely affects its operation or reliability; or
- (c) Damaged because of accident, neglect, or misuse.

* <https://www.howtogeek.com/726236/why-is-it-so-hard-to-buy-a-graphics-card-in-2021/>

Vendor's Contacted for Quotes for Driving Simulator

VDI- www.driverinteractive.com Provided the quote we are going with.

Vesaro www.vesaro.com -Contacted through website on 8/29. Received email response on 8/31 from Sales Manager Charles Woodward stating they do not sell these products.

STISIM Drive www.stisimdrive.com -Contacted through website on 8/29. No response.

Realtime Technologies www.faac.com Contacted through website on 8/29. No response.

Respectfully,



Aaron Markovits
Program Director

Date: October 3, 2022
Submitted by: Tiffany Rowden, Sr. Human Resources Generalist
Area Administrator: Heather del Rosario, Vice President, Human Resources
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item: Foundation for California Community Colleges –
The Vision Resource Center Project

Background:

The Vision Resource Center Project is a collaboration between the California Community Colleges Chancellor's Office and the Foundation for California Community Colleges to utilize Cornerstone's learning management system, to offer free online website for trainings, professional development, effective practices, and educational resources. Cornerstone allows the District to assign and track mandatory training, as well as, giving our staff an additional resource for professional development. We have been able to utilize Cornerstone to offer staff the opportunity for career enrichment that is more readily accessible.

Terms (if applicable):

The MOU is through June 30, 2025

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Brock McMurray, Superintendent/President



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

And

DISTRICTS

Agreement:0000XXXX

The Vision Resource Center Project

This Agreement (“AGREEMENT”) is entered into by the Foundation for California Community Colleges, a 501(c)(3) corporation, the official nonprofit supporting the California Community Colleges Chancellor’s Office (“FOUNDATION”), and West Kern Community College (“DISTRICT”).

RECITALS

WHEREAS, the purpose of this AGREEMENT is to establish cooperative terms and conditions between the FOUNDATION and DISTRICT to integrate and utilize Cornerstone, a professional development Learning Management System (“LMS”), with the existing Vision Resource Center Project (“VRCProject”).

WHEREAS, the FOUNDATION is a nonprofit 501(c)(3) corporation and the official nonprofit supporting the California Community Colleges Chancellor’s Office and the California Community Colleges Board of Governors, and its mission is to benefit, support and enhance the California Community College system;

WHEREAS, the VRCProject –a service of the California Community College Education Services (CCC Ed. Services)–is California Community Colleges’ online website for trainings, professional development, effective practices, and educational resources. The VRCProject supplements and complements in-person trainings and technical assistance provided to community college faculty, staff, and administrators;

WHEREAS, the Cornerstone Project is a collaboration between the FOUNDATION and the California Community Colleges Chancellor’s Office to utilize Cornerstone’s LMS to expand and enhance the VRCProject. Cornerstone will provide the DISTRICTs and the VRCProject with features including online training resources, reporting, training assignments and tracking, customized and automated communications, collaborative online communities, file sharing, and a flexible calendar system.

WHEREAS, the Cornerstone LMS will enable supervisors, colleges, and districts to create, assign and track courses and trainings, obtain reports on course completion, and communicate college-wide. Cornerstone LMS integration will provide the potential to create direct connections in these areas between all California Community Colleges through a centralized database.

REPRESENTATIONS AND WARRANTIES

1. **Signing Authority.** FOUNDATION represents and warrants its signatories to this AGREEMENT are authorized to sign this AGREEMENT on behalf of the FOUNDATION. DISTRICT represents and warrants its signatories to this AGREEMENT are authorized to sign this AGREEMENT on behalf of the DISTRICT.

AGREEMENT

NOW, THEREFORE, the parties agree to the terms and conditions contained in this AGREEMENT, outlining the relationship between FOUNDATION and DISTRICT for the Term and with respect to the subject matter herein, as follows:

1. **Effective Date.** This AGREEMENT shall be effective once signed by all parties to this AGREEMENT (“Effective Date”).
2. **Term.** The term of this AGREEMENT shall begin on the Effective Date and end on June 30, 2025 and is renewable upon the written and signed agreement of both parties for up to a total of five years.
3. **Termination.**
 - a. **Protection of Confidential Information after Expiration or Termination.** Upon expiration or earlier termination of this AGREEMENT for any reason, FOUNDATION shall return to DISTRICT, or, at DISTRICT’s direction, securely destroy, all DISTRICT information in any form, recorded on any medium, or stored in any storage system, as follows: (a) burn, pulverize or shred physical assets containing DISTRICT Information so that such information cannot be read or reconstructed, and (b) destroy or erase digital assets containing DISTRICT Information so that the information cannot be read or reconstructed. Unless FOUNDATION communicates in writing that it determined that return or destruction of the DISTRICT Information is not feasible, an authorized representative of FOUNDATION shall certify in writing to DISTRICT, within thirty (30) days after the termination or earlier expiration of this AGREEMENT or FOUNDATION determines that data are no longer needed for the purposes of this AGREEMENT, that all DISTRICT Information has been returned or destroyed (as the case may be) and that FOUNDATION no longer retains or has access to any such information in any form.
 - b. **Termination for Convenience.** The Parties shall have the right to terminate this AGREEMENT for any reason or no reason at all, without penalty, at any time by providing the other with at least thirty (30) days written notice of termination.
 - c. **Termination for Cause.** FOUNDATION shall have the right to terminate this AGREEMENT, without penalty, within a reasonable time period should DISTRICT be found to be in material breach of this AGREEMENT as determined in FOUNDATION’s sole discretion or if DISTRICT fails to comply with any legal and regulatory provisions referenced in this AGREEMENT.
 - d. **Procedures at Termination.** Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. DISTRICT hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect, or consequential damages arising from FOUNDATION’s termination of this AGREEMENT.
4. **Confidential Information.** “Confidential Information” means any proprietary or confidential information as such terms are most broadly defined under applicable law; including non-public institutional information, student, and employee data; documentation, forms, technical specifications,

access procedures, system security information, software, methods, reports and lists. "Confidential Information" also includes any non-public information of FOUNDATION or DISTRICT disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential. Each party agrees:

- a. Not to copy or use the other party's Confidential Information in any way, except as permitted by this AGREEMENT;
- b. Not to disclose the other party's Confidential Information to any third party (other than Cornerstone LMS), except as required by law, to its attorneys and accountants as reasonably necessary; or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; or as authorized by this AGREEMENT; or as authorized by DISTRICT and FOUNDATION in writing; and
- c. To protect the other party's Confidential Information reasonably and with due care.

DISTRICT and FOUNDATION shall undertake efforts reasonably calculated to ensure that any employees, agents, and subcontractors with access to Confidential Information are aware of the obligations outlined under this AGREEMENT and are placed under an obligation of confidentiality with respect thereto.

Information is not Confidential Information if a party can clearly show that it became known to the receiving party prior to receipt from the disclosing party, has become publicly known, except through breach of this AGREEMENT, or is independently developed without reference to Confidential Information. The parties further acknowledge that knowing or negligently sharing Confidential Information constitutes a breach of this AGREEMENT.

DISTRICT and FOUNDATION each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this AGREEMENT from the other party (in such capacity a "Discloser") solely for the purposes contemplated by this AGREEMENT; (ii) it shall not use any such Confidential Information for any other purpose; and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing; (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure; (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient; (D) shall comply with any protective order or other confidential treatment obtained by the Discloser; and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose. This paragraph shall survive the expiration or early termination of this AGREEMENT.

5. **Indemnification.** Each party, their heirs and/or assigns ("Indemnitor") shall indemnify, defend and hold each other party, their directors, officers, and employees, (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of S or judgments involving a third party, including DISTRICT's costs and attorneys' fees, which arise as a result of FOUNDATION's failure to meet any of its obligations under this Section. This Section shall survive the expiration or termination of this AGREEMENT.

6. **DISTRICT Responsibilities.** The DISTRICT shall:
 - a. Provide the FOUNDATION with the DISTRICT's specific data feed files for upload to the Cornerstone LMS. Datafiles are expected to be updated at least once a month. Automated file transfer is preferred for various reasons including security.
 - b. Establish and schedule an automated data feed to the designated file servers. To ensure data integrity of specific employee information, including faculty, staff, and administrator names, titles, and contact information the files must follow the specified format and include mandatory fields.
 - c. Resolve any errors that may occur, in a timely manner.
 - d. Assign a dedicated Professional Development Lead (PDL) as the DISTRICT's system administrator to serve as the primary VRC Project and Cornerstone LMS contact. The PDL will acquire expertise with the Cornerstone LMS system, assign courses, and communicate to staff via the welcome screen, the Connect forum, and other channels.
 - e. When the colleges changes the professional development leads, inform FOUNDATION .
 - f. Where appropriate, involve DISTRICT's Professional Development Coordinator, Director of Information Services, Director/Manager of Human Resources, or comparable positions in a district's Cornerstone implementation. These personnel will administer their implemented portal for the employees of their districts as local system administrators and their experts.
 - g. District personnel are responsible for all materials published on their local Cornerstone portal to meet the required accessibility standards.
 - h. Customize the DISTRICT's main professional development welcome screen colors, headers, images, and navigation.
 - i. Where applicable, add DISTRICT-specific instructor led trainings, on-campus workshops, and Keenan Safe Schools courses into Cornerstone LMS.
 - j. Send DISTRICT-wide Cornerstone email announcements to support district personnel in using the platform appropriately.
 - k. Customize training resources, materials, and instructions provided by the FOUNDATION and make available online to the DISTRICT community.
 - l. Monitor the DISTRICT's online community for FAQs and share feedback with the FOUNDATION for continuous improvements.
 - m. DISTRICT shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student data, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act of 1998 ("COPPA"), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or "AB 1584"), and California Business and Professions Code Section 22584, commonly referred to as the "Student Online Personal Information Protection Act" (or "SOPIPA") or "SB 1177".
 - n. Maintain the district side of SSO configuration if applicable.
 - o. DISTRICT will have the ability to upload documents directly into the VRC. As part of this ability, DISTRICT shall ensure that equal access is provided to all documents uploaded to the VRC. With respect to ADA compliance, any document uploaded to the VRC must be compliant with Web Content Accessibility Guidelines (WCAG) 2.1 or subsequent standards as approved.
7. **FOUNDATION Responsibilities.** The FOUNDATION shall:
 - a. Cover the DISTRICT licensing fees for the Cornerstone LMS for faculty, staff, and administrators for the term of this AGREEMENT.
 - b. For global issues like system outages, professional development leads will utilize the support mechanisms offered to them by the Foundation.

- c. Have a dedicated staff person to serve as the Cornerstone LMS global system administrator and point of contact for the DISTRICT for any issues or questions that arise.
 - d. Provide the DISTRICT with access to Cornerstone through single sign-on
 - e. Provide training resources, materials, and instructions to the DISTRICT to the local administrators
 - f. Provide technical support and customer service for Cornerstone LMS and the VRC Project through implementation at the DISTRICT.
 - g. Train the DISTRICT's PDL on the Cornerstone LMS and the VRC Project.
 - h. Upon request, FOUNDATION shall make available to the Chancellor's Office all system, college, and district data collected by the Cornerstone LMS.
 - i. Provide services under the AGREEMENT in substantial compliance 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. FOUNDATION global system administrators will respond to and escalate any accessibility-related issue reported by end users or DISTRICT's system administrator(s).
 - j. FOUNDATION shall provide DISTRICT with its Cornerstone LMS completed Voluntary Product Accessibility Template ("VPAT") for the Cornerstone LMS for review DISTRICT prior to the Effective Date. FOUNDATION global system administrators will respond to and escalate any accessibility-related issue reported by end users or DISTRICT's system administrator(s).
 - k. Accessibility issues may be reported using contact methods directly in the LMS, or by use of FOUNDATION-maintained service desk software. FOUNDATION global system administrators will prioritize and escalate any accessibility-related issue by creating a support request with Cornerstone Global Technology Services to address the concern.
 - l.
 - m. FOUNDATION shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student data, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act of 1998 ("COPPA"), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or "AB 1584"), and California Business and Professions Code Section 22584, commonly referred to as the "Student Online Personal Information Protection Act" (or "SOPIPA") or "SB 1177".
8. **Notices.** All notices and other communications required or permitted to be given under this AGREEMENT must be directed to the following individuals:

FOUNDATION PROGRAM MANAGER (All Programmatic Issues)

Elizabeth Kay
 Director of Professional Development
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
bkay@foundationccc.org

FOUNDATION CONTRACTS DEPARTMENT

Foundation for California Community Colleges
 Contracts Department
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
contracts@foundationccc.org

WEST KERN COMMUNITY COLLEGE DISTRICT

Tiffany Rowden. CP-SHRM
Sr. Human Resource Generalist
29 Cougar Ct.
Taft, CA 93268

9. **Personal Information.** FOUNDATION shall properly manage and secure Personal Information in accordance with all applicable global, federal, state, and local laws, rules and regulations. Personal Information is defined as any information provided by DISTRICT or collected by FOUNDATION in connection with the Work performed under this AGREEMENT:
- a. That identifies or can be used to identify, contact, or locate the individual to whom such information pertains, or
 - b. From which identification or contact information of an individual person may be derived.
 - c. Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, Social Security number, passport number, other government-issued personal identifiers, financial account number, credit or debit card information, medical information, health insurance information, or a user name or email address, in combination with a password or security question and answer that would permit access to an online account. Additionally, to the extent any other information (such as, but not limited to, a personal profile, unique identifier and/or biometric information) is associated or combined with Personal Information, then such information also will be considered Personal Information.
10. **Security of DISTRICT Information.**
- a. **Ownership of DISTRICT Information and Data.** All content, copy, pictures, Personal Information, and/or data provided by DISTRICT to FOUNDATION (“DISTRICT Information”) is owned by DISTRICT. Upon termination, expiration or other conclusion of this AGREEMENT, all DISTRICT Information shall be returned to DISTRICT by FOUNDATION in a usable format as mutually agreed to between the DISTRICT and FOUNDATION within fifteen (15) calendar days after such termination or expiration, or such other date as mutually agreed to in writing between the DISTRICT and FOUNDATION.
 - b. **Prohibition on Unauthorized Use or Disclosure of DISTRICT Confidential Information.** FOUNDATION agrees to hold DISTRICT Confidential Information in strict confidence. FOUNDATION shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, any of DISTRICT’s Confidential Information received from, or on behalf of, DISTRICT, except as permitted or required by this AGREEMENT, or as required by law. Subject to applicable federal, state, and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which DISTRICT is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information. FOUNDATION agrees that it will protect the DISTRICT Confidential Information it receives from, or on behalf of, DISTRICT, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. This paragraph shall survive the expiration or early termination of this AGREEMENT.
 - c. **Prohibition on Unauthorized Use or Disclosure of FOUNDATION Confidential Information.** DISTRICT agrees to hold FOUNDATION’s Confidential Information in strict

confidence. DISTRICT shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party any of FOUNDATION's Confidential Information received from, or on behalf of FOUNDATION, either during or after PARTICIPATING COLLEGE's relationship with FOUNDATION, except as permitted or required by this AGREEMENT, or as required by law. Subject to applicable federal, state, and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information. DISTRICT agrees that it will protect the FOUNDATION Confidential Information it receives from, or on behalf of, FOUNDATION, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. This paragraph shall survive the expiration or early termination of this AGREEMENT.

- d. **Maintenance of the Security of DISTRICT Information.** FOUNDATION shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity, and availability of all maintained or transmitted DISTRICT Information received from, or on behalf of, DISTRICT or its students. These measures will be extended by contract to all subcontractors used by FOUNDATION.
- e. **Reporting of Concerns Regarding the Integrity of Software, Unauthorized Disclosures or Misuse of DISTRICT Information.** FOUNDATION, within one (1) business day of discovery, shall report to DISTRICT any information it receives, discovers, or learns that suggests the Software provided to DISTRICT may exhibit any defects, errors, vulnerabilities, or other problems that could adversely affect the DISTRICT (collectively, a "Vulnerability"). FOUNDATION's report shall identify: (i) the nature of the Vulnerability; (ii) the actual or possible nature of the harm DISTRICT may experience as a result of the Vulnerability; (iii) anyone involved with the Vulnerability including those who may try to exploit the Vulnerability; (iv) what FOUNDATION has done or shall do to mitigate any effect of the Vulnerability; and (v) what corrective action FOUNDATION has taken or shall take to prevent future similar Vulnerability. FOUNDATION shall provide such other information, including a written report, requested by the DISTRICT.

11. **Data Sharing.**

- a. Data shared under this AGREEMENT be stored in the United States of America.
- b. All of DISTRICTS Personal Information Data must be encrypted at all times, both at rest and in transit.
- c. Data shared between FOUNDATION and DISTRICT will be transmitted using Secure FTP or other equivalent encryption-based protocol. Under no circumstances will the parties share employee Personal Information via non-secure methods such as public email.
 - i. Secure FTP with RSA Public/Private Key encryption is used in data transmission (in transit). Transport Layer Encryption is used when web services are used.
- d. All data collected, stored, transmitted, and/or otherwise shared between the DISTRICT and FOUNDATION and to any third party entities will meet the minimum standards for protection of Personally Identifiable Information ("PII").
- e. All data elements collected and stored under this MOU are described in more detail in Exhibit A ("Data Collection and Data Flow") attached and incorporated herein.

12. **Misuse of Cornerstone LMS.** DISTRICT and FOUNDATION acknowledge and agree that this section sets forth certain acts which shall either singularly or collectively constitute (“Misuse”) under this AGREEMENT. DISTRICT and FOUNDATION shall not engage in any Misuse or allow any third parties to engage in any of the acts as set forth below. Subject to the foregoing, Misuse is defined as:
- a. Access or use of Cornerstone LMS in breach of the terms of this AGREEMENT;
 - b. Access or use of the Cornerstone LMS in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
 - c. Access or use of Cornerstone LMS for any unauthorized, fraudulent or malicious purpose;
 - d. Intentionally access or use Cornerstone LMS for purposes of intentionally damaging, disabling, overburdening, or impairing the Cornerstone LMS so as to diminish or destroy FOUNDATION or Cornerstone’s ability to provide Cornerstone LMS to system users;
 - e. Share, obtain or use, or attempt to share, obtain or use, Cornerstone LMS related access codes or passwords, other than for purposes of assisting any authorized system user to access the Cornerstone LMS;
 - f. Engage in any act that would intentionally cause FOUNDATION, or Cornerstone’s failure in maintaining the integrity of Cornerstone LMS;
 - g. Engage in any use of Cornerstone LMS for purposes of intentionally causing interference with or degradation of the Cornerstone LMS and impact impacting system users;
 - h. Materially violate the Cornerstone LMS Terms of Use, or knowingly and materially violate the terms of use for any FOUNDATION or third party applications hosted by or accessible within Cornerstone LMS for utilization by system users.
13. **Independent Contractor.** FOUNDATION, in the performance of this AGREEMENT, shall be and act as an independent contractor and not an employee of DISTRICT. FOUNDATION, 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. FOUNDATION assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this AGREEMENT. FOUNDATION 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 FOUNDATION and FOUNDATION’s employees. FOUNDATION should be aware the IRS regulations require DISTRICT to report total income exceeding six hundred dollars (\$600) under this and any additional agreements in any given year. The DISTRICT will not withhold taxes, unemployment insurance or social security for FOUNDATION or FOUNDATION’s employees or independent subcontractors. FOUNDATION agrees to indemnify and hold DISTRICT harmless from and against any and all liability arising from any failure or alleged failure of FOUNDATION to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to FOUNDATION’s employees. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent, except as otherwise expressly provided in this AGREEMENT.
14. **Availability of DISTRICT Information.** DISTRICT may request copies of DISTRICT Information at any time for any purpose. Upon such request, FOUNDATION will make available to DISTRICT a copy of all DISTRICT Information for secure download within forty-five (45) business days or as soon as reasonably possible. DISTRICT Information shall be provided by FOUNDATION in a usable format as mutually agreed upon between the Parties.

15. **Data Backup.** FOUNDATION will conduct regular backups of all DISTRICT Information. FOUNDATION shall adhere to standard information services industry practices by maintaining backup copies of DISTRICT Information to allow for recovery in the event of loss, corruption or other similar event or circumstances that may occur in the process of performing the Work under this AGREEMENT. DISTRICT may request copies of DISTRICT Information backups for archival purposes.

16. **General Terms and Conditions.**

- a. **Entire Agreement.** This AGREEMENT, and any valid amendments thereto, constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this AGREEMENT are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this AGREEMENT conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this AGREEMENT will prevail.
- b. **Interpretation.** This AGREEMENT is the product of joint collaboration and drafting by authorized representatives of both DISTRICT and the FOUNDATION. Therefore, an interpretation of any term or condition contained herein shall not be construed against either party as the drafting party.
- c. **Headings.** Paragraph headings in this AGREEMENT are used solely for convenience and shall be wholly disregarded in the construction of this AGREEMENT. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- d. **Counterparts.** The Parties agree that this AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy, pdf or facsimile may serve as an original. If this AGREEMENT is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this AGREEMENT.
- e. **Modification.** This AGREEMENT may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- f. **Non-Waiver.** The failure of either FOUNDATION or DISTRICT , whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this AGREEMENT or under law of this AGREEMENT shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- g. **Severability.** If any provision(s) of this AGREEMENT is found to be unenforceable or invalid, that provision(s) shall be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this AGREEMENT will remain in full force and effect.
- h. **Indemnification.** The FOUNDATION shall defend, indemnify and hold the DISTRICT, its officers, affiliates, subsidiaries, authorized representatives, directors, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), judgements awards, fines, penalties or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or resulted from the

negligent or intentional acts or omissions of the FOUNDATION, its officers, agents, or employees. The DISTRICT shall defend, indemnify and hold the FOUNDATION, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), judgements awards, fines, penalties or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents, or employees.

- i. **Insurance.** FOUNDATION agrees to maintain, in full force and effect, at FOUNDATION's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher:
 - i. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form;
 - ii. Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000);
 - iii. Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
 - iv. Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and
 - v. Cyber Liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, and Information Technology forensics following a breach.

FOUNDATION shall deliver Certificate(s) of Insurance evidencing the required coverages to the DISTRICT, which shall be subject to the DISTRICT's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

- j. **Intellectual Property.** FOUNDATION and/or its Vendor (Cornerstone LMS) retain all proprietary and intellectual property rights, title and interest in and to FOUNDATION or Cornerstone data, content, software, and any other work product described in this AGREEMENT, unless otherwise granted to DISTRICT under this AGREEMENT. DISTRICT, their affiliates, and any system users do not acquire any ownership of Intellectual Property in the software or documentation as a result of this AGREEMENT, except a license to use the Cornerstone LMS as described in this AGREEMENT during the term of this AGREEMENT.
- k. **Assignment.** This AGREEMENT may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this AGREEMENT in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- l. **Restrictions.** Software means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and

enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality and eLearning content provided by Cornerstone-contracted third parties.

The Software used under this AGREEMENT may be used only for the DISTRICT's lawful business purposes. DISTRICT shall not: (i) use or deploy the Software in violation of applicable laws or this AGREEMENT; (ii) resell any Software or Service; (iii) create any derivative works based upon the Software; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make any Software or Service available to any unauthorized parties; or (vi) release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials.

- m. **Law to Govern; Venue.** This AGREEMENT shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this AGREEMENT shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- n. **Non-Discrimination.** FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. PARTICIPANT shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)
- o. **Debarment and/or Suspension.** PARTICIPANT shall comply with Executive Order 12549, Debarment and Suspension. PARTICIPANT represents and warrants that PARTICIPANT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- p. **Time is of the Essence.** Time is of the essence with respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.
- q. **Construction of Agreement.** Both parties have participated in the negotiation and drafting of this AGREEMENT. Therefore, the terms of this AGREEMENT shall not be construed against either party as the drafting party.
- r. **Execution of this Agreement.** The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.
- s. **Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this AGREEMENT on behalf of themselves or the party on whose behalf they execute this AGREEMENT.
- t. **Force Majeure.** FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this AGREEMENT or interruption of Services resulting,

directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

DISTRICT

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: _____

Print Name: Manoj P Keechilot

Title: _____

Title: Software Development Manager

Date: _____

Date: _____

Exhibit A
Data Collection and Data Flow

All data points collected and stored in Cornerstone LMS are provided below. Out of the data points below, only a user file will identify a user. All other data points provide relational data that gives more specific information about a user, when loaded into a database and analyzed.

A “User File” is a text file that contains the user’s records. Each User’s File will contain:

User ID	Division ID	Secondary Division
Local System ID	Location ID	Secondary Location
Username	Position ID	Secondary Position
Active (status)	Department ID	Secondary Department
Absent,	Grade ID	Workload
Allow Reconciliation	Last Hire Date	Eligible PD Hours
Prefix	Original Hire Date	Org
First Name	Required Approvals	Institutional ID
Middle Name	Approver ID	Tertiary Division
Last Name	Manager ID	Tertiary Location
Suffix	Gender	Tertiary Position
Email	Ethnicity	Tertiary Department
Work Phone	Language	Quaternary Division
Home Phone	Time Zone	Quaternary Location
Mobile Phone	Compensation Currency	Quaternary Position
Fax	Exempt	Quaternary Department
Country Code	Status	
City		
State/Province		
Zip Code		

A “Division File” is a text file that contains the records of the Divisions under districts, including colleges. Each Division File will contain:

Organizational Unit ID	Parent ID	Active
Organizational Unit Name	Owner ID	Allow Reconcile
	Description	

A “Department File” is a text file that contains the records of the various departments under a district and colleges. Each Department File will contain:

Organizational Unit ID	Owner ID	Active
Organizational Unit Name	Approver ID	Allow Reconcile
Parent ID	Description	

A “Location File” is a text file that contains that contains the records of the various locations of the divisions and departments are under a district and college. Each Location File will contain:

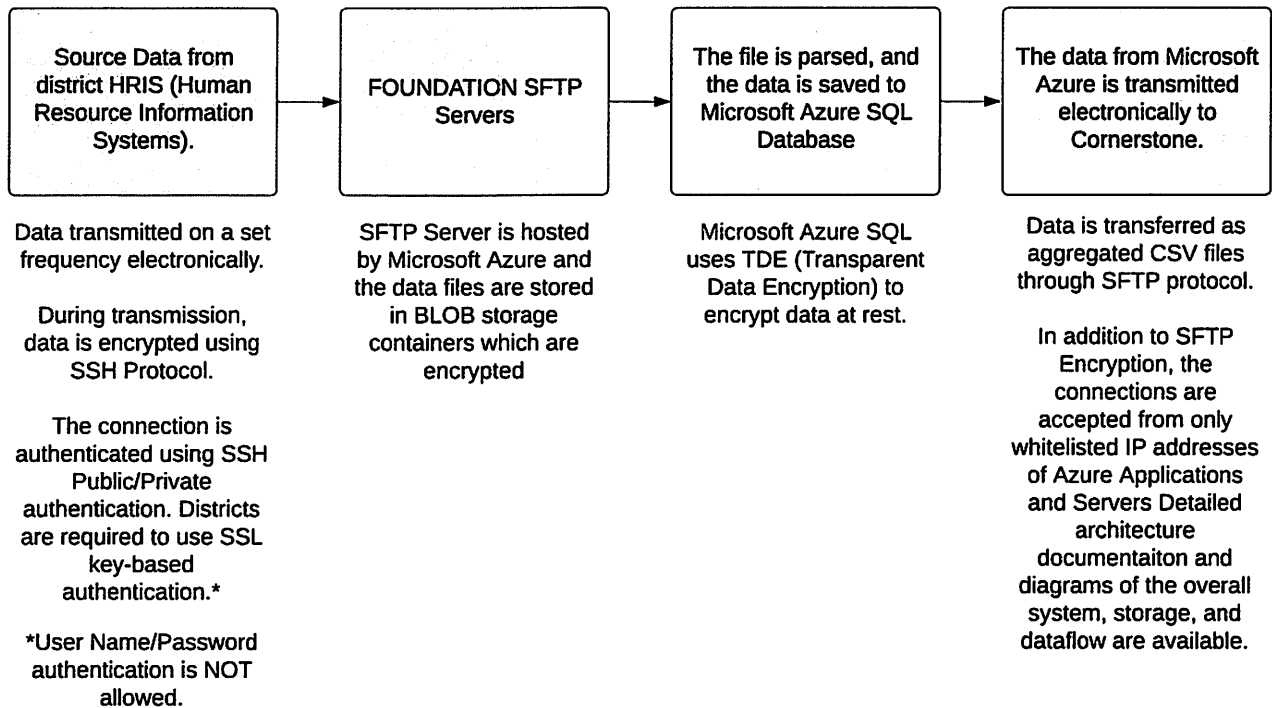
Organizational Unit ID	Country	Contact
Organizational Unit Name	Time Zone	Phone
Parent ID	Address #1	Fax
Owner ID	Address #2	Email
Description	City	Occupancy
Active	State/Province	Approval Required

Allow Reconcile Facility Type	Postal Code	On Site
----------------------------------	-------------	---------


A "Position File" is a text file that will contain the position (titles) and their parent titles (job classifications) of users within the districts and colleges. Position File will contain:


Organizational Unit ID Organizational Unit Name Parent ID	Owner ID Description	Active Allow Reconcile
---	-------------------------	---------------------------

Dataflow:



Date: September 16, 2022

Submitted by: Cecilia Alvarado, Dean of Student Services 

Area Administrator: Damon Bell, VP Student Services 

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Kennedy & Company Contract for Service for CRM Admin-Level Support for Salesforce CRM

Background:

Kennedy & Company will provide CRM Admin-level support for the Salesforce CRM. Primary focus of this work will be on building on the adoption for end-users, answering questions, resolving issues and ensuring growth in the CRM. The support will also ensure a smooth implementation of Salesforce and Banner integration and provide training to staff end-users.

Terms (if applicable):

Once approved through September 30, 2023.

Expense (if applicable):

The agreement is based on a time and materials approach which means the District will only be billed for actual time used not to exceed \$32,500. Services will be billed at an hourly rate of \$250/hr.

Fiscal Impact Including Source of Funds (if applicable):

The services for this project will be funded by the 2022-2023 Student Equity & Achievement Program (SEAP) Budget.

Approved: 
Brock McMurray, Acting Superintendent/President

KENNEDY & COMPANY

Innovative Strategies for Higher Education

2000 P Street, Suite 720
Washington, DC 20036

Phone: 703-623-5713
Fax: 703-740-5778

September 14, 2022

Quote for Services

A statement of work and price quote for work proposed for Taft College, by Kennedy & Company for technical assistance with the TargetX CRM.

SCOPE OF WORK

Kennedy & Company will provide CRM Admin-level support for the Salesforce CRM. Primary focus of this work will be on building on the adoption for end-users, answering questions, resolving issues and ensuring growth in the CRM..

Specific aspects of this work include:

- up to 130 total support hours, to be used through September 30, 2023
- Work may be used on the support and maintenance of the existing CRM, or to support modifications of current business processes or other use cases, as needed

This work will be conducted on an as-needed basis. Once requested Kennedy & Company will investigate and either resolve or, when needed, propose a solution for approval.

The work included in this proposal will be billed for actual time used at an hourly rate of \$250/hr for a total cost not to exceed \$32,500. We expect all work on this project to be completed virtually, and therefore this price quote does not include travel and related expenses.

We look forward to the opportunity to help you advance the work within your Salesforce CRM. Should you have any questions regarding this quote, please do not hesitate to contact me at (484) 525-0550 or MBaines@KennedyandCompany.com.

Sincerely,



Mickey Baines
Partner
Kennedy & Company

70059907
12000-319-5641-63200
9/15/22

KENNEDY & COMPANY

Innovative Strategies for Higher Education

2000 P Street, Suite 720
Washington, DC 20036

Phone: 703-623-5713
Fax: 703-740-5778

September 14, 2022

Contract Terms and Conditions

Services and Deliverables

You have engaged us to perform services for Taft College and deliver the project and services described in the proposal dated September 14, 2022.

Your Responsibilities

In connection with our provision of the Services, you will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

You will designate an individual within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis, and you will be responsible to let us know if that designated person should change. You also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on all of your decisions and approvals and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the Services.

The successful delivery of our Services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out your responsibilities.

Fees and Expenses

Total Price: As compensation for providing the Services hereunder, you will pay us the fee based on the schedule below, not to exceed 130 hours or \$32,500.

Fee Description	Billing Amount & Date
CRM support related to the TargetX/Salesforce CRM	Billed monthly for time used

Payment Options

ACH transfer to:

Wells Fargo
Alexandria, Virginia
Routing No. 051400549
Account Number: 1484239023
Account Title: Kennedy & Company Education Strategies LLC
Comments: Please Include Invoice Number to ensure proper credit

Checks may be made payable to Kennedy & Company and mailed to:
Kennedy and Company
Attn. Tracy Kondracki
587 Old Farrington Rd.
Chapel Hill, NC 27517

Invoices are due net 30 days after receipt of invoice. Amounts remaining outstanding for more than 30 days (past due) will be subject to an interest charge of 1.5% per month from the date of invoice. We reserve the right to suspend further services until payment is received on past due invoices, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.


We understand that invoices should be sent to:

E-Mail Address: accountspayable@gotoltc.edu

Please indicate your agreement with these terms by signing and returning to me the enclosed copy of this letter. We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

Kennedy & Company Education Strategies LLC

By: 

Acknowledged and Accepted:

Taft College

By: _____

Title: _____

Date: _____

V12017

RE: SOW for additional support

Cecilia Alvarado <calvarado@taftcollege.edu>

Thu 9/15/2022 9:29 AM

To: Melissa Blanco <mblanco@taftcollege.edu>

Cc: Tiffany Payne <tipayne@taftcollege.edu>; Damon Bell <dbell@taftcollege.edu>

Attached is a quote for Salesforce Technical Support. This support will ensure smooth implementation & banner integration, staff training for new outreach and A & R Director, and maintenance of Salesforce software. In addition, this addition of service will allow Salesforce to trouble shoot and answer questions, and resolve issues for current users.

Does this suffice?

From: Melissa Blanco <MBlanco@taftcollege.edu>

Sent: Thursday, September 15, 2022 8:38 AM

To: Cecilia Alvarado <calvarado@taftcollege.edu>

Cc: Tiffany Payne <tipayne@taftcollege.edu>; Damon Bell <dbell@taftcollege.edu>

Subject: Re: SOW for additional support

Hi All,

This will need to go to the October board for approval. Can you please give me a little write-up on what is Salesforce, it's purpose and benefits for the District?

Thank you,

Melissa Blanco

Administrative Assistant, VP of Student Services

Taft College- Student Services

29 Cougar Court

Taft, CA 93268

661-763-7854 (Work Phone)

661-763-7758 (Fax)



From: Cecilia Alvarado <calvarado@taftcollege.edu>

Sent: Wednesday, September 14, 2022 3:57 PM

To: Damon Bell <dbell@taftcollege.edu>; Melissa Blanco <mblanco@taftcollege.edu>
Cc: Tiffany Rowden <trowden@taftcollege.edu>
Subject: FW: SOW for additional support

Hi Everyone,

Attached is the quote for the Salesforce support. Let's pay this so that we can still train our new people and they can help us.

Melissa can you please start the PO process. Should we pay this out of outreach or SEAP. This will be used more for matriculation and retention. The outreach component is on hold until I have someone who will fine tune it. Thank you Tiffany for helping out with the outreach emails on salesforce.

Thinking Positive,
Cecilia

From: Mickey Baines <mbaines@kennedyandcompany.com>
Sent: Wednesday, September 14, 2022 2:03 PM
To: Cecilia Alvarado <calvarado@taftcollege.edu>
Cc: Nithya Vembu <nvembu@kennedyandcompany.com>
Subject: Re: SOW for additional support

Good afternoon Cecilia,

I have attached an updated Statement of Work. In this update, I changed the allocation of time to simply list the total number of hours available, and modified the timeline so that they are available until September 30, 2023. The maximum total cost will remain the same, and we will still only bill for time used.

Let me know if this works.

Thanks!
Mickey

On Wed, Sep 14, 2022 at 11:23 AM Cecilia Alvarado <calvarado@taftcollege.edu> wrote:

Hi Nithya,

Yes we want the SOW. However we want to use the hours as needed. We are in the process of hiring a new A & R Director and the outreach position. Once they are hired they will need your time and training. Can you expand the time from to a year? Six months is not realistic for if we don't have leads.

Let me know,
Cecilia

From: Nithya Vembu <nvembu@kennedyandcompany.com>
Sent: Thursday, July 7, 2022 9:28 AM
To: Cecilia Alvarado <calvarado@taftcollege.edu>
Cc: Mickey Baines <mbaines@kennedyandcompany.com>
Subject: Re: SOW for additional support

Hi again,

I apologize, I should have attached the PDF file.

Thank you,
Nithya

On Thu, Jul 7, 2022 at 12:24 PM Nithya Vembu <nvembu@kennedyandcompany.com> wrote:

Hi Cecilia,

I've attached a SOW for additional support hours after the end of our original contract (which includes 6-weeks of post go-live support i.e. after the data integration between Banner and Salesforce goes live). Please let us know if you have any questions or concerns.

Have a great weekend!

Thank you,

Nithya Vembu

(Pronouns - she/her/hers)

nvembu@kennedyandcompany.com

www.kennedyandcompany.com

***** This is an EXTERNAL EMAIL. Stop and think before replying, clicking links or opening attachments. *****

May contain privileged and confidential information for the intended recipient only. If received in error, please notify sender and destroy all contents and attachments. All rights to email contents are retained by Taft College.

--

Mickey Baines

Partner & Technology Services Practice Leader

Pronouns: *he/him/his*

[Want to meet?](#)

Kennedy and Company

<http://www.kennedyandcompany.com>

484-525-0550

***** This is an EXTERNAL EMAIL. Stop and think before replying, clicking links or opening attachments. *****

May contain privileged and confidential information for the intended recipient only. If received in error, please notify sender and destroy all contents and attachments. All rights to email contents are retained by Taft College.

May contain privileged and confidential information for the intended recipient only. If received in error, please notify sender and destroy all contents and attachments. All rights to email contents are retained by Taft College.

May contain privileged and confidential information for the intended recipient only. If received in error, please notify sender and destroy all contents and attachments. All rights to email contents are retained by Taft College.

Date: October 3, 2022

Submitted by: Susan Groveman, Executive Director of Marketing and Community Relations

Area Administrator: Brock McMurray, Acting Superintendent/President

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Request For Approval Of Agreement For Production Of Website Campus Virtual Tour

Background:

This is a project to produce a virtual campus tour for use on the Taft College website as part of Taft College's ongoing efforts to improve our digital outreach and communication to prospective students in the post-pandemic student acquisition landscape. This agreement includes pre-production, production, and post-production services, including research, planning, scripting, site scouting, site shooting with crews, and other services.

Two quotes were solicited for these services, and Randy Witt Productions was the low quote. Accordingly, it is my recommendation that the Board approve the project proposal from Randy Witt Productions in the amount of \$18,000.00

Please see the attached proposals for additional information.

Terms (if applicable):

Not applicable.

Expense (if applicable):

\$18,000.00

Fiscal Impact Including Source of Funds (if applicable):

This project will be funded using COVID relief funding.

Approved: 
Brock McMurray, Acting Superintendent/President

Randy Witt Productions

24125 Clearbank Lane
Santa Clarita, CA 91321

PROPOSAL

Date
9/15/2022

BL ✓

Name / Address
Taft College 29 Cougar Court Taft, CA 93268

Item	Description	Total
Production	Production of virtual tour of Taft College (which during these unprecedented and unpredictable times will allow Taft College to reach students who can't see the campus in person during the pandemic), with pre-production, production, and post production services including: research, planning, scripting, scheduling and site scouting as needed (in collaboration with Client); collecting, scanning, downloading, and importing any assets provided by Client; shot lists; up to four days of shooting on campus with all necessary equipment (cameras, audio, ancillary) and crew with director, shooting may include photography and/or aerial drone and/or HD or 4K video; editing, with graphics, stock and/or public domain music as needed, audio sweetening, color correction, captions if requested by Client. (These services do not include the cost of web hosting a 360 virtual tour.)	18,000.00
Thank you for your business.		Total \$18,000.00



YouVisit Virtual Tour – Taft College



Kelly C. Kilby, Director Partner Development CCCs - EAB

September 15, 2022



Education's Trusted Partner to Help Schools and Students Thrive



Your Imperatives Determine Ours

INSTITUTIONAL STRATEGY

Prepare Your Institution for the Future

Executive guidance rooted in research to support your strategic priorities

MARKETING AND ENROLLMENT

Achieve Your Enrollment and Growth Goals

Tailored partnerships powered by a recruitment ecosystem with unrivaled reach to enroll your future classes

STUDENT SUCCESS

Build a Student-Centric Campus

Technology trusted by 850 schools to retain, graduate, and empower more students

DIVERSITY, EQUITY, AND INCLUSION

Advance DEI on Campus and in Your Community

Technology, research, and bold initiatives to strengthen your DEI strategy and eliminate equity gaps

DATA AND ANALYTICS

Embrace Digital Transformation

Data and analytics solutions built for higher education to guide decisions and accelerate innovation

We partner with 2,500+ institutions to accelerate progress and enable lasting change.

95%+ of our partners return to us year after year because of results we achieve, together.

YouVisit in Brief



- Formed in 2009
- Boasts award-winning creative multimedia studio
- Brings patented immersive technology and exceptional technology talent to EAB



600+ Education Partners

90M Unique Visitors Tracked

97% Renewal Rate

60 Employees

Gen Z's Changing Journey to Enrollment



LESSONS: 5,000 recent HS Grad survey responses + behavioral data from 1.5B+ student interactions

➤ Gen Z relies heavily on self-service tools



75%

of students attended at least one virtual tour

+26%

Percentage-point increase in students who have taken a virtual tour since 2020

Key Takeaway:

Your web presence is more important than ever. Your website, virtual tour, search engine optimization, and presence on college search websites play a central role in how students and families will assess your institution.

https://eab.com/technology/infographic/enrollment/gen-z-changing-journey-enrollment/?x_id=0032K00002XOC7OQAX&utm_source=eabdb&utm_medium=email&utm_campaign=eabdb&mkt_tok=NzMyLUdLVl02NTUAAAAGDL6Z0p5GwHkAI X7mpFDVMT6QekLCIO2yyeoEVp3Zx9R2ffsS9XORkJ2N W8FFkJewBfcgvQZbaEuczE2ick6FnLQvWO2heVwUN7TE Us6Ec22YUw

Better Together



Best-in-Class Digital Content Meets Best-in-Class SSMS: Supporting pivotal student moments from inquiry through Completion



Pulling-forward support into your applicant pipeline

Even Greater Student Insights

More Robust Partner Network

YouVisit

4.7X More time spent on a YouVisit Virtual Tour than a traditional .EDU web page¹

5M+ Potential first-time students visiting a Virtual Tour in 2019

600+ Partners in the YouVisit network

Navigate

5%+ Average increase in Applicant to Enrollee conversion rates across Navigate/Starfish Community Colleges

3.7 M+ Students supported through the SSMS

550+ Partners in the EAB Navigate network

1) Based on an analysis of all YouVisit partners.

2) Integrated marketing test results for 2 EAB partners.

The YouVisit Virtual Tour



6

A Fully Immersive Digital Experience That Drives Results



10.4

Minutes of participation on average with a YouVisit Virtual Tour¹

54%

Average inquiry-to-application rate when students inquire via a YouVisit Virtual Tour²

13%

Average inquiry-to-deposit rate when students inquire via a YouVisit Virtual Tour²

Virtual Tours Can Be Used to...

Increase participation in campus visits

Drive out-of-state and international enrollment

Promote specific majors or programs

Support class-shaping and diversity goals

- 1) Based on an analysis of all YouVisit partners.
- 2) Based on a retrospective analysis of 5 partner institutions for the entering class of 2019.

Virtual Tour Program Highlights



Content, Calls To Action, Analytics and Marketing Integration

1. Strategic Support

Creative consultation from an award-winning Studios Team to build a customized virtual tour

2. Immersive Content

Offers 360-degree photo and video tour stops that encourage student-interaction (fully ADA compliant)

3. Inquiry Optimization

Embedded calls to action that appear intelligently based on a student's tour journey

4. Performance Insights

Data on overall virtual tour performance, including visitor engagement and conversion rates



Share the unique culture of your school with prospective students:

- ✓ **Athletics** (facilities, coaches, players, history, events, etc.)
- ✓ **Academics** (classrooms, faculty, staff, equipment, accolades, etc.)
- ✓ **Student Life** (dorms, dining, outdoor spaces, local neighborhood, etc.)
- ✓ **Admissions** (counselors, application process, college fairs, etc.)

Virtual Tour Interactive Elements



Provide a Fully Immersive Student Experience

Positional Media and Hotspots

- ✓ Leverage traditional photos and videos in a nontraditional way
- ✓ Unlock the power of your existing creative assets by embedding them into your virtual tour
- ✓ Does not need to be filmed on location (but can be, if needed)

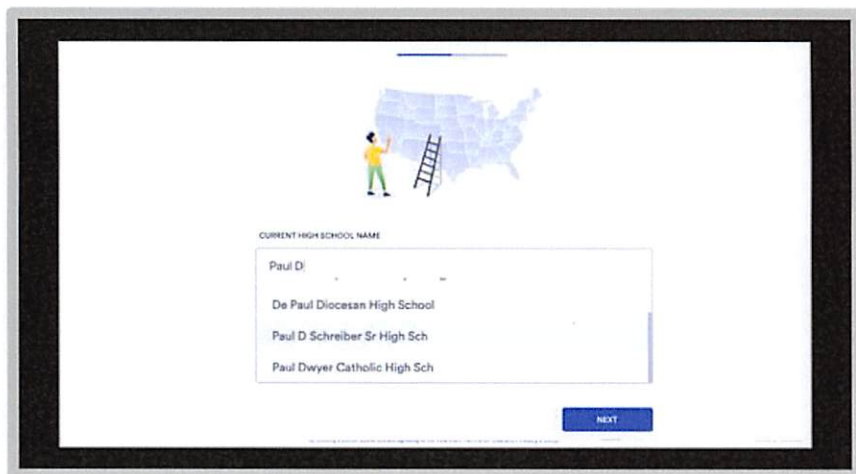


Check out our [Explainer Tour](#) to see these interactive elements in action!

Conversational Inquiry Forms



A Progressive Web Form That Outpaces Traditional Registration Forms



Increase Completion Rates

Drive a **2x+ lift** in completion rates compared to standard data capture



Capture More Registration Data

Capture partial data if a user prematurely exits the process



Standardize Data

Utilize the most common inquiry fields for cleaner registration data

Performance Insights



Use Audience Analytics To Inform Your Recruitment Activities



Identify Stealth Students

Track prospective students who inquire via a Virtual Tour



Understand Student Behavior

Uncover college-search patterns based on network activity (activity across all YouVisit and EAB partners)



Customize Content

Create tailored web content for students based on their expressed areas of interest



A Rapid Timeline:



2 Phased Implementation Approach

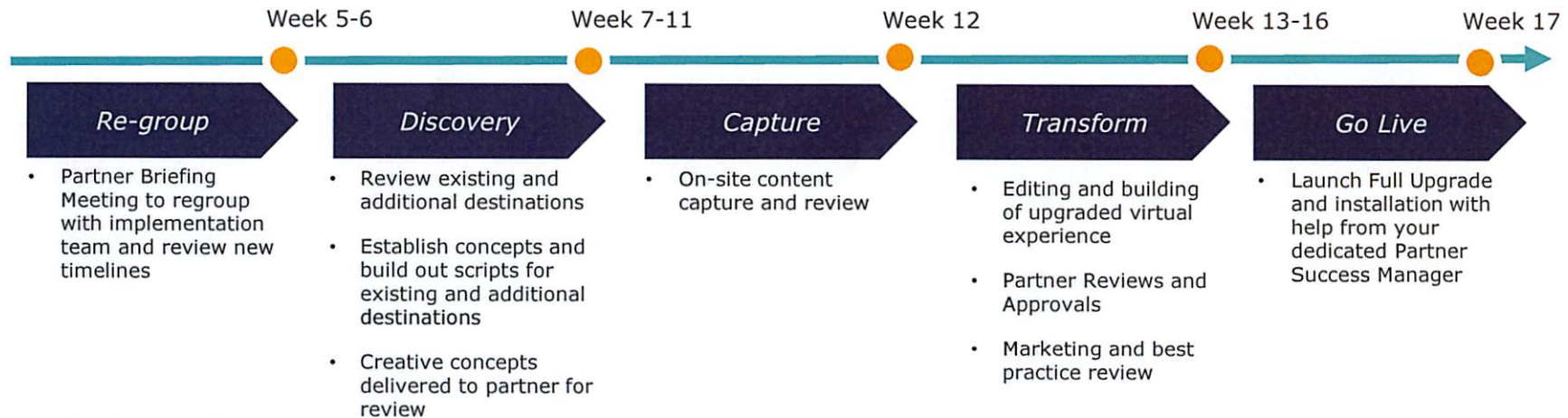
Phase 1 – Immediate “Basic” Virtual Tour in 60 Days or Less

Create a basic tour for temporary use on Fully Immersive Platform with all content provided by the partner.



Phase 2 - Full Upgrade w/Advanced Enhancements and Studios Shoot

Upgrade the temporary tour on Fully Immersive Platform to include additional professional services.



A Return on Investment



A Tour That Pays for Itself

West End Community College (Approximately 14,000 students)

Leads in the last six months	YouVisit Leads who Apply*	Anticipated New Enrollments**	Annual Full Time In-State Tuition
1,228	687	302	\$1,400

If even 50% of these enrolled students take 12 credits for ONE term, in-state tuition totals over **4x cost of YouVisit Virtual tour.**

Shaw Community College (Approximately 6,000 students)

Leads in the last six months	YouVisit Leads who Apply*	Anticipated New Enrollments**	Annual Full Time In-State Tuition
308	173	76	\$4,900

If even 50% of these enrolled students take 12 credits for ONE term, in-state tuition totals over **3x cost of YouVisit Virtual tour.**

- 1) Pseudonyms of YouVisit partners
- 2) Based on average YouVisit inquiry to applicant rate of 56%
- 3) Using national community college average applicant-to-enrollee rate of 44%

Condensed Virtual Tour Pricing



TAFTCOLLEGE

Virtual Tour License
\$19,500/Annual License

Implementation Fee
\$8,500

Includes:

- **YouVisit Virtual Tour** – fully integrated & immersive tour
- **Virtual Tour technology**, 10 Destination tour, including direct engagement with users through the Conversational Inquiry form
- **Insight** into performance and impact through analytics dashboards and access
- **Strategic guidance and support:**
 - Creative Consultation from award-winning Studios team throughout implementation to build optimal, customized user experience
 - Ongoing quarterly performance reviews and recommendations from Strategic Leaders (SLs)

Includes:

- **On-site shoot fee** for gathering the content assets on your campus
- **Post-production fee** for translating those content assets into Virtual Tour



2-year & CSU Experiences

4

Virtual Tour in Action



California State University Tours

CSU Channel Islands

California State University



Suburban Setting – Between Santa Barbara & LA



6,900+ Undergrad Students

San Francisco State Univ

California State University



Urban Setting – 141 park-like acres in SE San Francisco



23,000 + Undergrad Students

Virtual Tours - California Community Colleges



Southwestern College

California Community College



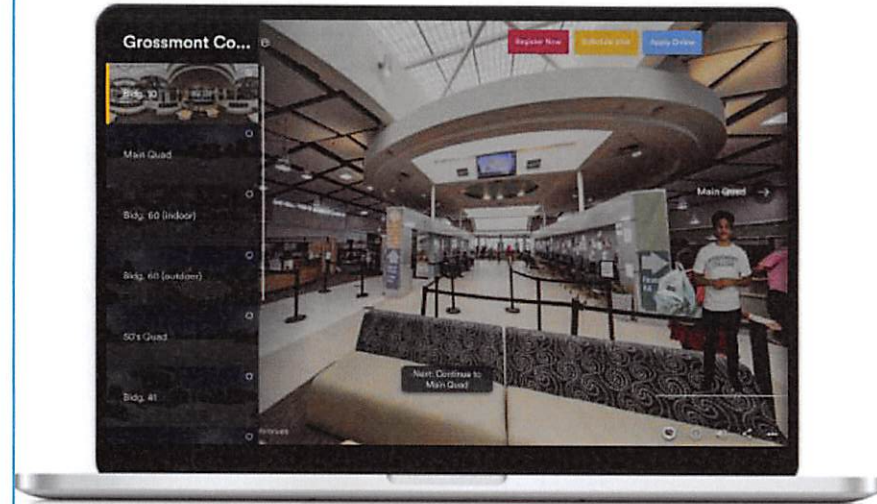
Suburban Setting



17,500 Undergrad Students

Grossmont College

California Community College



Suburban Setting



15,000 Undergrad Students

Virtual Tour in Action

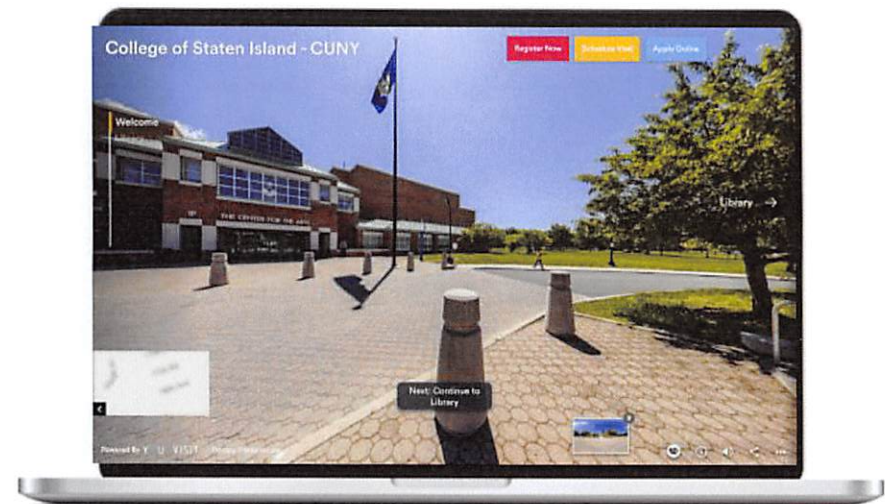
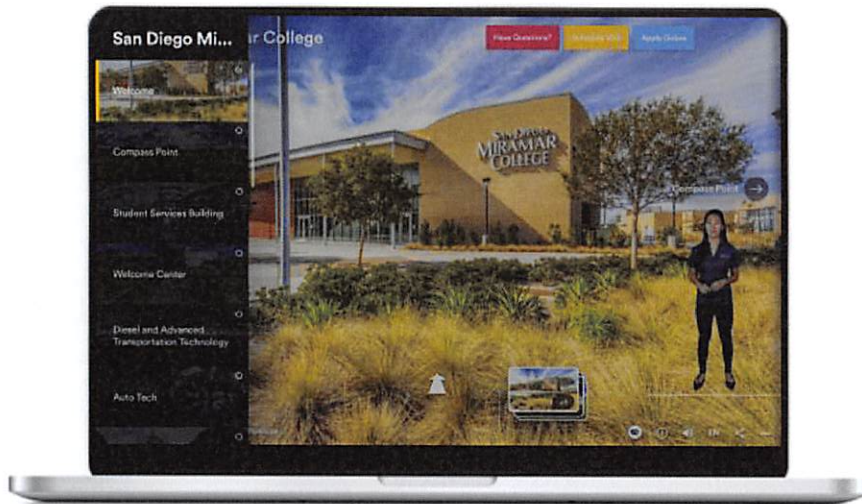
Community College Tours Continued

San Diego Miramar College

California Community College

College of Staten Island

CUNY - Community College



Suburban Center in San Diego. Previously a WWII training site for Navy Aviators



13,101 Undergrad Students



Largest CUNY Urban Center for the Fine Arts in 204 Acre park-like setting



12,979 Undergrad Students

Virtual Tour in Action



Technical & Community Colleges

Waukesha County Technical College

Technical College



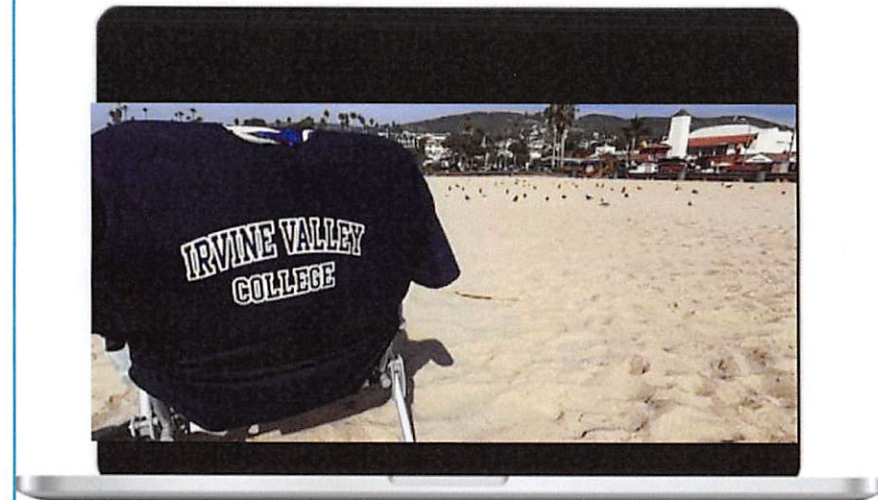
Suburban Setting



7,900+ Undergrad Students

Irvine Valley College

California Community College



Suburban Setting



12,199 Undergrad Students

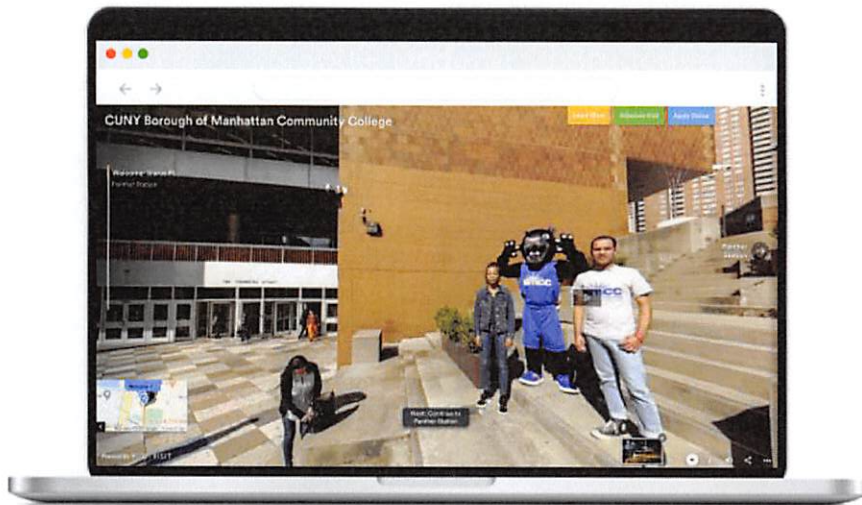
Virtual Tour in Action



Community Colleges

CUNY Borough of Manhattan

Community College



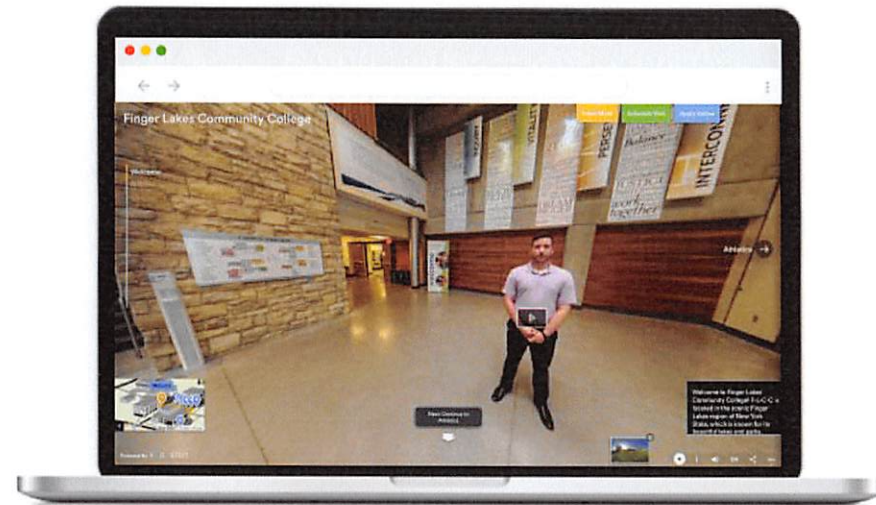
Urban Setting



26,500+ Undergrad Students

Finger Lakes Community College

Community College



Suburban Setting



5,900 Undergrad Students

Accessibility



Be Sure That All Prospective Students Can Access Your Tour

Fully Accessible

The Virtual Tour is available on all devices and provides equal access to all people

Viewable on All Devices

- ✓ The Virtual Tour can be accessed from desktop, mobile, tablet, or in virtual reality

Accessible to All Students

- ✓ Fully ADA-compliant
- ✓ Available in many different languages

Easily Embeddable

- ✓ Can be embedded anywhere on your website
- ✓ Can be embedded on third-party search sites





Washington DC | Richmond | Birmingham | Minneapolis | New York

202-747-1000 | eab.com

Date: October 3, 2022

Submitted by: Xiaohong Li, Vice President of Information and Institutional Effectiveness

Area Administrator: Brock McMurray, Acting Superintendent/President

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Request for Approval of Purchase of One (1) Hauling Model Golf Cart

Background:

The IT Department uses a flatbed hauling model golf cart for campus-wide transportation of goods and execution of services. Their current golf cart has reached the limit of its usefulness due to age and wear and tear, and needs to be replaced.

Two (2) quotes were solicited, and JM Precision provided the lowest quote at \$14,996.78. It is requested that the Board of Trustees approve this purchase.

Terms (if applicable):

None.

Expense (if applicable):

\$14,996.78

Fiscal Impact Including Source of Funds (if applicable):

This purchase is funded through the 2022-23 IT budget.

Approved: _____



Brock McMurray, Acting Superintendent/President

Justin Madding

From: Justin Madding
Sent: Tuesday, August 30, 2022 3:13 PM
To: Xiaohong Li; Cole Watkins; Rafael Andrade
Subject: FW: Specs for IT Golf Cart

Hi Xiaohong,

Please see the sample email below that you can use to solicit quotes from golf cart vendors. Please copy and paste the email to each vendor to ensure that they are bidding on the same specs. Aaron recently solicited quotes from four vendors - Let's Ride, Power Machinery Center, Bakersfield Carts, and Cart Mart. You may want to start there.

Thanks!

Justin

Good afternoon _____,

The purpose of this email is to solicit a quote for the purchase of one electric golf cart hauler with a minimum of the following specifications:

- New, not refurbished or used;
- Lithium Battery;
- Four passenger seats;
- Must have headlights and brake lights; and
- 3.5'x5.5' flat bed with rails for transportation of items.
- Color Scheme: white & black; or cream & black

If the cart is not immediately available, please specify availability and an estimated time for delivery.

Thank you for your courtesy in the matter. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Justin Madding
Executive Assistant, Administrative Services
Taft College
Office: (661) 763-7727
Fax: (661) 763-7828



29 Cougar Court • Taft, California • 93268
www.taftcollege.edu

May contain privileged and confidential information for the intended recipient only. If received in error, please notify sender and destroy all contents and attachments. All rights to email contents are retained by Taft College.

ESTIMATE

JM Precision
15008 Hageman Road
Bakersfield, CA 93314

Jarret.JMPrecision@gmail.com
+1 6619005096
jmprecisiongolfcarts.com



Taft College

Bill to
Taft College

Estimate details
Estimate no. : 1117
Estimate date : 9/9/22
Expiration date : 10/9/22

Product or service		Amount
1. ICON EVi20U Utility vehicle	1 × \$11,995.00	\$11,995.00
2. Lithium Battery 51V 105Ah, High Performance with Battery Charger-48V Golf Cart Charger SKU: S51105P-A	1 × \$2,995.00	\$2,995.00
3. Labor Hour(s)	6 × \$95.00	\$570.00
	Subtotal	\$15,560.00
	Sales tax	\$1,086.78
	Discount	-\$1,650.00
	Total	\$14,996.78
	Expiry date	10/9/22



Thank you for the opportunity to provide this proposal!

In business since 1959, Cart Mart is an award-winning dealer of last mile transportation vehicles such as golf cars, commercial vehicles, utility vehicles, low speed vehicles (LSV's), e-bikes, e-scooters and batteries.

We proudly represent the industry's leading brands including **Club Car** (Onward, Carryall, XRT & Current), **E-Z-GO**, **Cushman**, **Yamaha**, **Garia**, **GEM**, **Polaris** (ProXD), **Taylor-Dunn**, **Vantage Vehicles**, and **ICON EV**.

Besides providing you a great experience with this transaction, we are forever dedicated to our customers and our employees in the Sales, Service, Replacement Parts and Special Event Rentals to B2B, B2C & B2G customers nationwide, through our seven locations in California, North Carolina, South Carolina, Tennessee, and Georgia.

Instructions for reviewing and accepting this quotation:

1. Please review the details of this quotation for accuracy as this proposal was built to your specific requirements based on discussions between you and your sales advisor.
2. Review our Terms & Conditions for this purchase. You will be asked to approve the acceptance of these terms at the bottom of this proposal. A copy of these terms can also be found on our website at:

<https://www.cartmart.com/content/terms-and-conditions-of-MU-Sale>.

3. If you are ready to approve this quotation, simply click on

ACCEPT QUOTE

4. Sign your name (electronically) and input your contact information in the field provided and submit!
5. **DEPOSIT:** You will be required to input your Credit Card information for the deposit.

Please note: We use a technology called "text to pay" and soon after accepting this quote, you will receive a text to the cell phone number we have for you in your customer contact profile. All payments are highly secure and encrypted through this pay by text process. Deposit terms can also be found in the [Terms & Conditions](#) of this proposal.

6. Finally, there are several attachments linked to this quote that you will find helpful in making your decision. Please take a moment to review those attachments, if applicable.

Once again, we thank you for the opportunity and we look forward to welcoming you to the Cart Mart family!

Sincerely,
Cart Mart, Inc.



Cart Mart Inc.
237 South Bent Avenue
San Marcos, CA 92078
United States

Quote #	4983
Date	09-02-2022
Expires	10-02-2022
Contact	Andy Moore

Prepared for Taft College
Cole Watkins
29 Cougar Ct
Taft, CA 93268
United States

T: 6617637737
E: cwatkins@taftcollege.edu

ACCEPT QUOTE

CUSHMAN Shuttle 2 ELiTE Electric

Category	Item	Qty	Price	Total
Shuttle, Parts and Accessories	Shuttle 2 ELiTE Electric	1	\$13,899.00	\$13,899.00
	Includes: <ul style="list-style-type: none"> • Patriot Blue Body, Oyster Seats, E-Shield E-Coat Enhanced Coating Frame • Hole-N-One Tires and 2 Wheel Mechanical Brakes with Manual Park Brake • Headlights, Brushguard and Cargo Bed • ELiTE 4.2 Twin Batteries with ELiTE World Charger and DC/DC Converter. • Horn, SOC, Hourmeter and Dual USB Port 			\$12,509.10
	10% Item Discount (\$1,389.90)			
Shuttle, Parts and Accessories	Shuttle Body Color	1	\$0.00	\$0.00
	Body Colors: Bright White			
Shuttle, Parts and Accessories	Shuttle Seats	1	\$0.00	\$0.00
	Seat Options: Tan			
Shuttle, Parts and Accessories	Shuttle Tires and Wheels	1	\$0.00	\$0.00
	Tires and Wheels: <ul style="list-style-type: none"> Hole-N-One 18 x 8.5-8 (Rear) Hole-N-One 18 x 8.5-8 (Front) 			
Shuttle, Parts and Accessories	Shuttle Electrical	1	\$0.00	\$0.00

Category	Item	Qty	Price	Total
	<u>Batteries:</u> ELiTE 4.2 Twin Pack			
	<u>Chargers:</u> ELiTE World Charger, 10' (3.0M) Cord UL/CSA			
Shuttle, Parts and Accessories	Shuttle Lighting	1	\$192.00	\$192.00
	10% Item Discount (\$19.20)			\$172.80
	<u>Lighting:</u>			
	Headlights			
	Taillights and Brake Lights		\$192.00	\$192.00
Shuttle, Parts and Accessories	Shuttle Weather Protection	1	\$1,196.00	\$1,196.00
	10% Item Discount (\$119.60)			\$1,076.40
	<u>Mirror:</u> Mirror - 5 Panel (Sun Canopy or Cab Required)		\$40.00	\$40.00
	<u>Canopy_Top:</u> Sun Canopy (Top) Black		\$975.00	\$975.00
	<u>Windshield:</u> Windshield, Split		\$181.00	\$181.00
Shuttle, Parts and Accessories	Shuttle Other Accessories	1	\$566.00	\$566.00
	10% Item Discount (\$56.60)			\$509.40
	<u>Other Accessories:</u> Drop Side Rails		\$566.00	\$566.00
PREP FEES	Dealer Prep & Inspection Fees (PDI)	1	\$575.00	\$575.00
	<u>PDI Fees:</u> Standard Commercial Cars		\$575.00	\$575.00
Delivery	OUTBOUND FREIGHT/ DELIVERY	1	\$180.00	\$180.00
	<u>CALIFORNIA:</u> CA 1-100 Miles		\$180.00	\$180.00
Inbound Freight	Inbound Freight California	1	\$755.00	\$755.00[†]
	<u>INBOUND:</u> Inbound Freight CUSHMAN Hauler, Liberty, Express, Shuttle 2-6		\$755.00	\$755.00

[†] Non-taxable item

Please contact us if you have any questions.


Subtotal	\$17,363.00
Discount	(\$1,585.30)
Sales Tax (7.25%)	\$1,089.15
Total Due	\$16,866.85 USD


ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees
Shuttle, Parts and Accessories	\$15,853.00
PREP FEES	\$575.00
Delivery	\$180.00
Inbound Freight	\$755.00
Discount	(\$1,585.30)
Sales Tax	\$1,089.15
Total Balance Due	\$16,866.85 USD

Quote Attachments


 Shuttle_2.pdf (744 KB)

 Wiring_Instructions.pdf (172 KB)

Payment Terms: COD/DUE ON RECEIPT

Payment Method: Check

Estimated Delivery: 180 Days ARO

Date: September 16, 2022
Submitted by: Damon Bell, VP Student Services 
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Convergent Proposal for Security Technical Services for the Cougar Dorms Key Card Readers

Background:

Covergint will address the intermittent signal loss concerns with the Cougar Dorms entrance gates and student wireless lock devices. Convergent will improve line of site and signal strength in the necessary areas.

Terms (if applicable):

Once approved until services are completed.

Expense (if applicable):

The proposal for equipment and services is a total of \$12,936.00.

Fiscal Impact Including Source of Funds (if applicable):

The services for this project will be funded by the 2022-2023 Student Student Housing Budget.

Approved: 
Brock McMurray, Acting Superintendent/President



1667 N. Batavia St, Orange, California 92867
 Phone Mobile (559) 978-4197
 bob.henderson@convergent.com

September 7, 2022

Taft College
 Taft College
 29 Cougar Court Taft, California 93268
 Attention:

Quotation: BH07388315P
 RFP#:
 License/Cert C-10
 986407

Reference: Student Dorms Wireless PIM Install

Scope of Work

This scope is to address intermittent signal loss concerns with Dorm entrance gates, and student wireless lock devices. Solution will be to improve line of site and signal strength in areas that are currently vulnerable.

Install (2) Wall Mounted PIMs on Centralized Recreation building

(2) PIM Device enclosures will be mounted on interior wall. Immediately adjacent exterior portions of the wall will have multi directional antennas capturing line of site communication; includes both entrance/exit gates and multiple wireless locks in between. Will connect to existing network router located in recreation room closet. Network connectivity, connection ports, and IP addresses to be provided by Taft College. Convergent to provide programming of the PIMs and linkage as required.

- Assumes the height for mounting location can be performed with Ladder and Spotter, excludes lift
- Assumes wire runs will have no conduit
- Will utilize free-air methods and existing cable paths to make connections
- Prevailing wage is assumed
- Payment Bonds excluded

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			Panel Interface Module (ACS)		
2	2.00	SCH-PIM400-1501-LC	PIM400-1501-KIT; 16 wireless lock controller; consists of PIM400-485 enclosure with room for LNL-X2210; RJ-45 and USB port on outside of controller; powered by POE. NOTE: LNL-2210 must be purchased separately and needs to be installed and connected inside the enclosure.	\$ 1,945.59	\$ 3,891.18

Line	Qty	Part	Description	Unit Price	Extended Price
3	2.00	SCH-ANT400-REM-IO6	Directional Remote Indoor/Outdoor Antenna Module with 6dB Gain. Includes Antenna, 15' Coax, Coax Whip, Articulated Wall/Post Mounting Hardware. For indoor use with PIM400 and/or WRI400. Requires MGB+MCA5 Antenna Grounding Kit for outdoor applications.	\$ 489.71	\$ 979.42
4	2.00	SCH-MGB-MCA5	Grounding Kit for ANT-REM-I/O+6DB ONLY	\$ 177.94	\$ 355.88
5	Cabling (ACS)				
6	0.50	556609	23-4P Unshielded Solid Plenum Cat6 Blu Jkt	\$ 427.20	\$ 213.60

Equipment Total	\$	5,440.08
Total Labor	\$	6,373.16
Other Costs	\$	357.63
Freight/Warranty	\$	316.32
Tax if applicable	\$	448.81
Total Project Price	\$	12,936.00



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.



Total Project Investment:

\$ 12,936.00

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Bob Henderson

Convergent
Bob Henderson

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

September 7, 2022

Customer Name (Printed)

Date

Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following **SOLE AND EXCLUSIVE** warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lightning. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate Commercial General
Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.


Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

Date: September 29, 2022

Submitted by: Barbara Amerio, Director, Financial Aid & Scholarships

Area Administrator: Damon Bell, Vice President, Student Services 

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Contract with School Datebooks to produce Student Planners for the 2023-2024 Academic Year

Background:

Each year, as funds are available, the Financial Aid & Scholarships department purchases customized student planners with valuable information for students on all areas of the college. Distribution of planners are on a first come first serve basis to all students.

Terms (if applicable):


This is a one-year contract for the 2023-2024 Academic Year only.

Expense (if applicable):

Total cost will not exceed \$ 9,789.08. This includes a 4% discount for early commitment and 2% discount for multiple orders (continuing customer).

Fiscal Impact Including Source of Funds (if applicable):

2022-2023 Board Financial Assistance Program-Student Financial Aid Administration (BFAP-SFAA) categorical outreach funds shall cover the cost of the Student Planners

Approved: 
Mr. Brock McMurphy, Acting Superintendent/President



2023 Custom Book 8.5x11 Contract

2880 Old U.S. Hwy. 231 S.
Lafayette, IN 47909-2414
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Taft College-Financial Aid
29 Cougar Court
Taft, CA 93268

Contact
Ms. Barbara Amerio, Director of Financial Aid
Phone: (661) 763-7881
Cell/Summer Number: (661) 204-1103
Email: bamerio@taftcollege.edu; balkorin@taftcollege.edu

Date: 9/30/2022
Sales Rep: Angela Frakes
angela.frakes@schooldatebooks.com
CSR: Crissy Tarvin
crissy@schooldatebooks.com

Billing and Shipping

Bill To	PO#:	Ship To	
Taft College-Financial Aid Ms. Barbara Amerio 29 Cougar Court Taft, California 93268 United States Email: bamerio@taftcollege.edu		Taft College-Financial Aid- Maintenance Yard Ms. Barbara Amerio 29 Cougar Court Taft, California 93268 United States Email: bamerio@taftcollege.edu	Desired Delivery Date: 6/23/2023

Product	#Books	#Pages	Add'l Monthlies	52-Week	Cost/Book	Base Cost
Custom Book 8.5x11	1,500	160	Two Page Monthlies Staggered	✓	\$4.85	\$7,275.00

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$7,275.00	x	0.00	-\$0.00
4% Discount for contracts received by 10/28/22*	\$7,275.00	x	0.04	-\$291.00
3% Discount for contracts received by 12/16/22*	\$7,275.00	x	0.00	-\$0.00
2% Discount for contracts received by 4/14/23*	\$7,275.00	x	0.00	-\$0.00
2% Multiple Orders Discount	\$7,275.00	x	0.02	-\$145.50

Standard Options

Events listed each day on any calendar design and posted online	FREE
Handbook formatted by School Datebooks and posted online	FREE
Custom cover in your colors and proof of entire datebook for your approval, posted online	FREE

Cover Options

▶ Custom PolyFusion™ 100% custom, full-color front and back covers – highest durability	\$0.00	x	0	\$0.00
Printing on inside covers (inside front and inside back)	\$0.35	x	1,500	\$525.00

Enhancements

Text ink color - Black (FREE)	\$0.10	x	0	\$0.00
Vinyl pocket page	\$0.50	x	0	\$0.00
Stickers (per sheet)	\$0.50	x	0	\$0.00
Card-stock hall pass	\$0.25	x	0	\$0.00
Events placed twice	\$250.00	x	1	\$250.00
Typing events	\$250.00	x	1	\$250.00

Accessories

This Week Marker	\$0.30	x	0	\$0.00
Teacher Lesson Plan and Grade Book	\$4.95	x	0	\$0.00

Sub-Total* \$7,863.50

License Fee:	0.00%	\$0.00
License Admin Fee:		\$0.00

Will this datebook contain licensed trademarks, service marks, trade names, designs, logos, etc. for which School Datebooks needs official approval from an independent licensing agency or from your campus Licensing Officer?

- Yes + Fees: We need licensing approval and should be charged licensing fees.
 Yes - Fees: We need licensing approval, but will be exempt from royalty fees. Administrative fees will be applied.
 No - We will not include anything that needs licensing approval.

Shipping and Handling: 15% , Minimum \$20, Rate applies to contiguous US/Canada only. International shipping rates may vary and are subject to change after 30 days.

\$1,179.53

Sales Tax: 0.082500 Exempt#: \$746.05

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) \$9,789.08

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to meet the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2023-2024.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2023-2024, 2024-2025, 2025-2026 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

Date	Signed (School Administrator)	Title
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BOARD AGENDA ITEM

Date: September 22, 2022

Submitted by: Dr. Xiaohong Li, VP of Information and Institutional Effectiveness XL

Area Administrator: Brock McMurray, Acting Superintendent/President

Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

IssueTrak Software Maintenance Renewal 2022-23

Background:

IssueTrak is the ITS, Facilities, and Distance Education department work order software and provides for asset control. This software provides the ITS, Facilities, and Distance Education structure for completing work assignments. Upon completion, the software also notifies the staff or faculty members who requested assistance with the solution. In addition, the ITS department uses IssueTrak to record and maintain asset information for the College.

Terms (if applicable):

October 2022 – October 2023

Expense (if applicable):

Total cost of the annual renewal is \$3,650.00

Fiscal Impact Including Source of Funds (if applicable):

The cost of this contract will be shared by Facilities, Information Technology Services, and Distance Education.

Approved: 
Brock McMurray, Acting Superintendent/President



Taft College 2022 - Renewal

Quote created on August 12, 2022 - Reference: 20220812-115859378

Taft College
29 Emmons Park Drive
Taft, CA 93268
United States

Gus Gonzalez
Network Administrator
gusgonzalez@taftcollege.edu
661-763-7924

Comments

When you're ready, you can use our **Check Out** feature to pay your quote directly online!

Tony Lovelace - Business Development Representative at Issuetrak, Inc.



Products & Services

MAINTREN:MAINTREN - LIC-ADV

10 x \$365.00 / year

One Year of Issuetrak Maintenance Plus from October 2022 to October 2023.

Your Issuetrak Maintenance Plus includes: All new releases and upgrades of your licensed Issuetrak software; ability to expand your user licenses and modules; dedicated Quick Response Team to resolve complex code-related issues; advice from our product specialists on current or future usage of Issuetrak; unlimited access to Issuetrak's Technical Support Team and online Knowledge Base; and emergency after-hours support. Module(s) Included: Identity Management, Asset Management, Web Surveys and Incoming Email.

Recurring subtotal \$3,650.00 / year

Total **\$3,650.00**

This quote expires on October 18, 2022.

Purchase Terms

BY SIGNING ISSUETRAK'S QUOTE, OR INDICATING YOUR ACCEPTANCE OF THE QUOTE BY EMAIL, OR DOWNLOADING, INSTALLING, ACCESSING OR USING THE ISSUETRAK SOFTWARE AFTER RECEIVING THE QUOTE, ISSUETRAK AND YOU AGREE TO THE TERMS OF SERVICE LOCATED HERE: [Issuetrak Terms of Service](#)

Gus Gonzalez
gusgonzalez@taftcollege.edu

Questions? Contact me



Tony Lovelace

Business Development Representative

tony.lovelace@issuetrak.com

757-213-1323



Issuetrak, Inc.

6160 Kempsville Rd, Suite 101B

Norfolk, VA 23502

United States



BOARD AGENDA ITEM

Date: September 26, 2022

Submitted by: Dr. Xiaohong Li, VP of Information and Institutional Effectiveness

Area Administrator: Brock McMurray, Acting Superintendent/President

Subject: Request for Approval

XL

Board Meeting Date: October 12, 2022

Title of Board Item:

TeamViewer subscription renewal 2022-23

Background:

TeamViewer allows for IT staff to provide remote support to the college staff.

Terms (if applicable):

October 14, 2022 - October 13, 2023

Expense (if applicable):

Total cost of the annual renewal is \$2,482.80

Fiscal Impact Including Source of Funds (if applicable):

The cost of the renewal will be paid by Covid/ITS budget.

Approved: _____

Brock McMurray, Acting Superintendent/President



Ship to
Taft College
29 Cougar Ct
Taft
California
93268
United States

TeamViewer Germany GmbH
Bahnhofsplatz 2
73033 Göppingen
Germany

Telephone: 1 800 638 0253
Customer account: 22027797
Sales order: 003945697
Page: 1 / 2

Bill to
Taft College
29 Cougar Ct
Taft
California
93268
United States

Renewal Quotation - Sales order 003945697

INVOICE • DATE
23 September, 2022

INVOICE • TOTAL
2,482.80

SUBSCRIPTION • BILLING PERIOD
14 October, 2022 to 13 October, 2023

PAYMENT • STATUS

SUBSCRIPTION • NEXT BILLING DATE
14 October, 2022

Description	QTY	Unit Price	Amount
TeamViewer Corporate PAC License: ED639488-327F-4E4D-B5C4- DC6AAB9DECB2	1	2,482.80	2,482.80
<ul style="list-style-type: none">• 30 licensed users that can start connections from an unlimited number of devices• Access to unlimited devices• 3 concurrent connections (channels)• Up to 15 concurrent sessions per channel in separate tabs• 500 managed devices• Each licensed user can host a meeting with 25 participants			
Subtotal (USD)			2,482.80
Sales Tax			
TOTAL (USD)			2,482.80

TEAMVIEWER GERMANY GMBH

Bahnhofsplatz 2
73033 Göppingen
Germany

www.teamviewer.com

CEO: Oliver Steil

CFO: Michael Wilkens

CCO: Peter Turner

Registration

Ulm HRB 534075

B.C. PST #: PST-1442-2798

GST/HST #: 762486942RT0001

Bank account

Deutsche Bank TCA
60 Wall St, New York, NY 10005, U.S.
ABA routing no.: 021001033
Account no.: 04937407
BIC/SWIFT: BKTRUS33



Customer account 22027797
Sales order 003945697
Page 2 / 2

Payment

This quotation is only for informational purposes and does not have any impact on your TeamViewer Subscription license contract which has already been concluded between you and TeamViewer.

Information

Your subscription will automatically renew every 12 months unless you terminate your contract by submitting a Support ticket or notifying us in text form, at least 28 day(s) before the end of the initial term or any renewal term.

The terms of our [End User License Agreement \(EULA\)](#) and [Data Processing Agreement \(DPA\)](#) are applicable.

Questions?

Get in touch with our Support Team:

[Submit a ticket](#) or [call us](#)

TEAMVIEWER GERMANY GMBH

Bahnhofsplatz 2
73033 Göppingen
Germany

www.teamviewer.com

CEO: Oliver Steil

CFO: Michael Wilkens

CCO: Peter Turner

Registration

Ulm HRB 534075

B.C. PST #: PST-1442-2798

GST/HST #: 762486942RT0001

Bank account

Deutsche Bank TCA
60 Wall St, New York, NY 10005, U.S.
ABA routing no.: 021001033

Account no.: 04937407
BIC/SWIFT: BKTRUS33



BOARD AGENDA ITEM

Date: September 22, 2022
Submitted by: Dr. Xiaohong Li, VP of Information and Institutional Effectiveness x2
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

MTS Maintenance Contract Renewal 2022-23; Quote #20201116i-B

Background:

MTS is a call accounting software system that provides information of calls received and made on the college phone system. This software system also provides detailed call duration information allowing the business office to verify incoming phone bills from Frontier (for Long Distance) and Nice in Contact (for local calls).

Terms (if applicable):

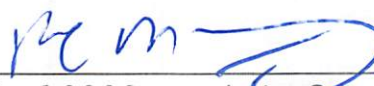
November 28, 2022 - November 27, 2023

Expense (if applicable):

Total cost of the annual renewal is \$1,451.05

Fiscal Impact Including Source of Funds (if applicable):

Funding is included in the 2022 - 2023 ITS Budget.

Approved: 
Brock McMurray, Acting Superintendent/President

Customer Maintenance Renewal Form

Company Name
Taft College

Maintenance Period: 11/28/2022 to 11/27/2023
Quote Number: 20201116i-B



Your software maintenance plan as featured below is due for renewal. A renewal is an extension of a technical support or service agreement for a defined renewal period of twelve (12) months or longer. Please follow the steps below to ensure continued access to the most up to date maintenance and support of the MTS Solution. You are required to sign the quote or provide a Purchase Order (PO) to validate the new renewal term and price. **Please indicate below whether a PO is required for invoicing and send a copy to MTS to complete the transaction;** otherwise the signed quote by your authorized representative is sufficient for issuance of an MTS invoice and you can provide below the PO number for reference only.

Maintenance Renewal Pricing Quote

The maintenance options below provide coverage for the items identified in the Maintenance Inventory List.

STANDARD/PREMIUM MAINTENANCE RENEWAL OPTIONS:		
<ul style="list-style-type: none">• Business Day Coverage - 8AM to 5PM Eastern Time<ul style="list-style-type: none">○ Remote Help Desk Service○ Bring Rate tables current with maintenance renewal annually on Customer Request○ Tech Support calls during Regular Hours consist of:<ul style="list-style-type: none">▪ 8-hours Remote Response Time for Major Corrective Maintenance▪ 48-hours Remote Response Time for Minor Corrective Maintenance▪ Customer designated coverage hours based upon MTS approval		
Renewal Terms	Select	Standard/Premium Maintenance Fees
One Year Renewal (start 11/28/2022, expiry 11/27/2023)	<input type="checkbox"/>	\$ 1,451.05

Customer Maintenance Renewal Form

Company Name

Taft College

Maintenance Period: 11/28/2022 to 11/27/2023

Quote Number: 20201116i-B

Payment Schedule

Customer shall pay each properly submitted invoice **within 30 days of receipt**. If timely payment is not received, MTS reserves the right to suspend or discontinue support and maintenance activity until payment is current.

Agreed to by:

Print Name & Title:

Date:

Select if a PO is required

Purchase Order Number:

Invoice will be sent to the below address, please confirm or make corrections below. Confirmed

Company: Taft College – 29 Cougar Court; Taft, CA 93268

Attn: Mike Gibson – Mgibson@taftcollege.edu

Invoices to: DHicks@taftcollege.edu

Please return signed Payment Schedule to

Fax: (770) 421-8039

Email: steven.pape@mtsint.com; order.admin@mtsint.com

MTS Renewal Contact: Steven Pape

PLEASE NOTE ADDRESS:

MTS-IntegraTRAK

5041 Dallas HWY, Suite 304

Powder Springs, GA 30127

Maintenance Inventory List

Products	Quantity
Call Accounting	1

BOARD AGENDA ITEM

Date: October 7, 2022
Submitted by: Dr. Damon Bell, Vice President of Student Services
Area Administrator: Brock McMurray, Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 12, 2022

Title of Board Item:

Facility Use Agreement with West Side Recreation and Parks District – Franklin Field

Background:

The Taft College softball team will be hosting a slow pitch softball tournament fundraiser. This agreement will allow them to use the multiple fields at Franklin Field for tournament play.

Terms (if applicable):

N/A

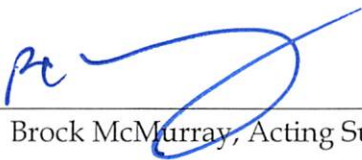
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____



Brock McMurray, Acting Superintendent/President

West Side Recreation & Park District
FACILITY USE AGREEMENT

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **West Side Recreation & Park District (WSRPD)**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by **WSRPD**, unless solely caused by the gross negligence or willful misconduct of **WSRPD**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS (if requested/required – not applicable to family parties/use)

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name **West Side Recreation & Park District**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with **WSRPD**, which shall be endorsed to provide thirty (30) days' notice to **WSRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event (or usage), **WSRPD** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by **WSRPD**'s self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, **WSRPD** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **WSRPD**.

continued on reverse →

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. The (USER/RENTER) shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The (USER/RENTER) agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The (USER/RENTER) further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. WSRPD reserves the right to immediately revoke (USER/RENTER)'s right to use of the facility under this agreement should (USER/RENTER) fail to comply with any provision of this section.

D. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, WSRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The (USER/RENTER) waives any right of recovery against WSRPD and the (USER/RENTER) shall not charge results of "acts of God" to WSRPD, its officers, employees, or agents.

USER/RENTER Information

Group/Organization (if applicable): Taft College Softball

Contact Person: Morgan Atkinson

Phone: (661) 477 6662 Alternate Phone: (661) 477-6662

Email: matkinson@taftcollege.com


Facility: Franklin Fields, Wilson Field, Oliver field

Purpose of Use: Slow pitch Tournament

One-Time Use Date: November 5, 2022

need lights & Field Prep.

I have carefully read this Facility Use Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and West Side Recreation & Park District and sign it of my free will.


Signature

Brock McMurray
Name (Printed)

10/7/22
Date

Taft College Check Register Report

01-September-22 through 30-September-22

FY 22-23

78060968	09/07/2022	A002000164Imprint	I0069320	9495801	31000	423	4310	69100	3,021.70
					31000	423	5940	69100	249.14
78060969	09/07/2022	A00200023Abate-A-Weed	I0069277	984952	11000	431	6120	65500	1,347.71
			I0069321	984321	11000	431	4310	65500	288.05
					11000	431	4312	65500	74.67
78060970	09/07/2022	A00284634Abbott, Amar I.	I0069327	08162022-A	11999	421	7412	73900	200.00
78060971	09/07/2022	A00238497All-Tech Fire & Security, In	I0069338	2442	11000	431	5631	65100	621.61
78060972	09/07/2022	A00223048AMS.NET	I0069288	0058603	12418	421	6414	67900	39,982.28
78060973	09/07/2022	A00200063Austin's Pest Control, Inc.	I0069280	AUG 22	39000	314	5860	64991	100.00
			I0069297	AUG. 22	11000	431	5860	65100	420.00
			I0069315	AUG '22	12560	223	5860	09565	55.00
78060974	09/07/2022	A00320892Barnes Welding	I0069303	63026865	31000	423	4310	69100	357.84
78060975	09/07/2022	A00324134Bell, Damon	I0069272	101122	11000	301	5710	64500	426.44
78060976	09/07/2022	A00326991Big 8 Conference	I0069290	54	11000	352	5750	69610	450.00
78060977	09/07/2022	A00200093Black/Hall Construction	I0069284	PAY REQ. #1	12418	421	6414	67900	25,620.74
			I0069285	PAY REQ. #2	12418	421	6414	67900	93,788.27
78060978	09/07/2022	A00200109Brown & Reich Petroleum, Inc	I0069343	30188	11000	432	4316	65100	101.27
			I0069348	30494	11000	432	4316	65100	260.23
					11000	432	4316	65500	93.01
					11000	431	4316	65500	209.19
					11000	432	4316	65300	104.73
78060979	09/07/2022	A00200116Burt Electric & Communicatio	I0069309	TC425293	12418	421	6414	67900	34,344.00
78060980	09/07/2022	A00321194C & P Sanitary Supply, INC	I0069299	84289	11000	431	4310	65300	42.90
			I0069300	84314	11000	431	4310	65300	257.40
			I0069308	84301	11000	431	4310	65300	772.20
78060981	09/07/2022	A00200149Carquest Auto Parts	I0069295	7305-320756	12560	223	4310	09565	100.96
78060982	09/07/2022	A00200153CCCCIO	I0069344	2223	11000	202	5210	60100	400.00
78060983	09/07/2022	A00200161CDW-G	I0069346	BZ45162	11000	202	6415	60100	148.59
			I0069347	CB55892	11000	202	6415	60100	148.59
78060984	09/07/2022	A00201685Cengage Learning	I0069340	78322084	31000	423	4110	69100	5,057.25
					31000	423	5940	69100	279.41
78060985	09/07/2022	A00258703College House	I0069287	63876	31000	423	4310	69100	1,149.60
					31000	423	5940	69100	110.87
78060986	09/07/2022	A00228756Country Auto & Truck Taft	I0069307	617647	11000	431	4310	69800	37.87
78060987	09/07/2022	A00306586CSSO Association, Inc.	I0069273	9FNQRCCMP9F	11000	301	5710	64500	350.00
78060988	09/07/2022	A00277845Double D Cleaning Service	I0069329	086	12560	223	5890	09565	240.00
78060989	09/07/2022	A00237331Dumbrigue, Joanne Lucille V.	I0069306	AUG 22	12676	351	5710	64900	55.31
78060990	09/07/2022	A00202335Fastenal Industrial & Constr	I0069349	CATAF52176	11000	431	4310	65100	617.30
					11000	431	4310	65500	431.61
78060991	09/07/2022	A00319544FFP Fund V Lessee1, LLC	I0069271	2023-F5L1-036	11000	431	5830	65700	23,183.53
78060992	09/07/2022	A00283264Frontier California Inc.	I0069324	5734081022	11000	431	5840	65700	48.81
78060993	09/07/2022	A00283264Frontier California Inc.	I0069325	5703080722	11000	431	5840	65700	157.12
78060994	09/07/2022	A00200627Gonzalez, Lourdes	I0069270	102422	12000	303	5710	64300	650.00
78060995	09/07/2022	A00200645Hardy Diagnostics	I0069292	2809391	11000	209	4311	04012	260.89
78060996	09/07/2022	A00329126Helen Sanderson Associates U	I0069316	1299	12433	314	5510	69800	9,000.00
78060997	09/07/2022	A00200655Henry Schein, Inc.	I0069322	24062285	12651	205	4311	12042	857.07
			I0069331	23439021	11000	205	4311	12042	3,042.22
			I0069332	23823874	12652	205	4311	12042	1,422.41
78060998	09/07/2022	A00201122Home Depot Credit Services	I0069311	3406081222	11000	431	4312	69700	969.84
78060999	09/07/2022	A00242940ICM Distributing Company, In	I0069281	1704940	31000	423	4310	69100	268.20
					31000	423	5940	69100	19.11

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78061000	09/07/2022	A00200680J & L Locksmithing	I0069314	017282	39000	314	5631	64991	3.25
78061001	09/07/2022	A00328201KWB Entertainment Inc.	I0069317	2932	12676	351	4310	64900	748.28
			I0069318	2925	12676	351	4310	64900	1,252.75
78061002	09/07/2022	A00310598Li, Xiaohong	I0069286	072022	11000	113	5710	67801	907.98
78061003	09/07/2022	A00327120Mehoff, Karen	I0069291	2022-453	11020	110	5510	68900	2,500.00
78061004	09/07/2022	A00308756Montgomery Hardware Co.	I0069342	744459	11000	431	4310	65100	42.74
78061005	09/07/2022	A00325716Mustard, Donna L.	I0069328	78059111	11000	000	7412	73900	125.00
78061006	09/07/2022	A00200585NAEYC	I0069339	660581	31000	423	4110	69100	1,338.75
					31000	423	5940	69100	133.88
78061007	09/07/2022	A00224086NICE	I0069326	7130122	11000	431	5840	65100	151.42
					11000	431	5840	65700	1,225.17
78061008	09/07/2022	A00200498Office Depot	I0069301	257423055001	31000	423	4321	69100	341.40
			I0069333	257464677001	11000	352	4316	69610	82.83
			I0069334	259942475001	12401	353	4310	64600	122.35
			I0069335	256765130001	12495	319	4310	61100	291.62
			I0069336	256321255001	11000	212	4311	61100	151.81
78061009	09/07/2022	A00315956Orkin Pest Control	I0069319	231406746	11000	431	5860	65100	179.00
78061010	09/07/2022	A00200508P. G. & E.	I0069283	083122	12560	223	5860	09565	486.57
78061011	09/07/2022	A00200521Pens Etc.	I0069276	480513-1	31000	423	4310	69100	716.69
78061012	09/07/2022	A00200522Pepsi-Cola Company	I0069294	41877552	32000	422	4410	69400	540.93
78061013	09/07/2022	A00270674Public Agency Law Group	I0069323	081522	11000	401	5430	67200	1,221.00
78061014	09/07/2022	A00317424Quadient Finance USA, Inc.	I0069304	1244073122	31000	423	5950	69100	5,000.00
78061015	09/07/2022	A00285838Sammy's Detail	I0069296	2025	12560	223	5885	60103	165.00
78061016	09/07/2022	A00200417Sysco Food Service of Ventur	I0069274	279898891	33429	310	4410	69250	1,319.44
			I0069275	279892057	33429	310	4411	69250	407.44
			I0069312	279905811	32000	422	4410	69400	5,996.87
78061016	09/07/2022	A00200417Sysco Food Service of Ventur	I0069312	279905811	32000	422	4411	69400	944.95
					32000	422	4411	69400	447.18
78061017	09/07/2022	A00319064T-Mobile USA Inc.	I0069341	091322	39000	314	5840	64991	47.85
					12433	314	5840	64991	8.45
78061018	09/07/2022	A00200419T.C. Clearing Account	I0069293	070122	11000	421	5912	67200	2,230.25
78061019	09/07/2022	A00200423Taft City School District	I0069330	23-001	11000	432	4312	67703	495.01
					11000	432	5632	67703	114.00
					11000	432	5632	65100	19.00
					11000	432	5632	65500	19.00
78061020	09/07/2022	A00200426Taft College Cafeteria	I0069282	313	12573	353	4410	64600	880.00
78061021	09/07/2022	A00200222Taft Midway Driller	I0069345	081822	11000	401	5970	67200	85.00
78061022	09/07/2022	A00309285The Home Depot Pro	I0069337	699059028	11000	431	4312	69700	832.52
78061023	09/07/2022	A00200282True Value Home Center	I0069289	459488	12640	223	4310	09565	172.63
			I0069298	459380	11000	431	4310	65100	130.82
					11000	431	6210	65100	92.00
					35819	357	4310	69700	52.78
					39000	314	4310	64993	72.49
			I0069305	459729	11000	431	4310	65500	19.47
					11000	431	4310	65100	51.92
78061023	09/07/2022	A00200282True Value Home Center	I0069310	459664	35819	357	4310	69700	24.87
78061024	09/07/2022	A00210209ULINE	I0069302	152044794	31000	423	4321	69100	488.33
					31000	423	5940	69100	91.14
78061025	09/07/2022	A00200293United Parcel Service	I0069278	0000969726322.	31000	423	5940	67705	1,865.67
78061026	09/07/2022	A00275443WestAir Gases & Equipment In	I0069350	80458811	11000	352	4310	69610	34.12
78061027	09/07/2022	A00200360Westec	I0069279	28251	11450	204	5641	09543	17,928.75

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78061028	09/07/2022	A00201081Westside Waste Management Co	I0069313 27741	39000	314	5850	64991	69.61
78061029	09/08/2022	A00307639Acosta, Genesis	S0056855	11000		9526		28.00
78061030	09/08/2022	A00275200Aguirre, Angelica	S0056917	11000		9526		186.00
78061031	09/08/2022	A00327344Albashiri, Shahad M.	S0056758	11000		9526		298.00
78061032	09/08/2022	A00305348Alcaraz Miranda, Brianna E.	S0056898	11000		9526		300.00
78061033	09/08/2022	A00320306Almaguer, Noelia S.	S0056775	11000		9526		300.00
78061034	09/08/2022	A00327200Almanza, Jazmine	S0056754	11000		9526		2,498.00
78061035	09/08/2022	A00328053Alvarez, Madison	S0056702	11000		9526		230.00
78061036	09/08/2022	A00317992Alvarez, Vanessa	S0056828	11000		9526		294.00
78061037	09/08/2022	A00311586Alzamzami, Jordan E.	S0056868	11000		9526		300.00
78061038	09/08/2022	A00280404Amaya, Elizabeth M.	S0056920	11000		9526		294.00
78061039	09/08/2022	A00305956Armstrong, Grace R.	S0056848	11000		9526		30.00
78061040	09/08/2022	A00326606Atriano, Irvin	S0056744	11000		9526		298.00
78061041	09/08/2022	A00319742Atriano, Jennifer	S0056844	11000		9526		300.00
78061042	09/08/2022	A00326551Atriano, Stephanie J.	S0056743	11000		9526		298.00
78061043	09/08/2022	A00325583Avalos, Neftalin	S0056726	11000		9526		298.00
78061044	09/08/2022	A00323324Avila Ramirez, Jovani	S0056793	11000		9526		1,294.00
78061045	09/08/2022	A00317375Babines Ortiz, Natalie F.	S0056815	11000		9526		996.00
78061046	09/08/2022	A00255035Bailey, Leisha S.	S0056952	11000		9526		300.00
78061047	09/08/2022	A00269574Baker, Dionne L.	S0056910	11000		9526		186.00
78061048	09/08/2022	A00318221Barlow, Drew M.	S0056830	11000		9526		300.00
78061049	09/08/2022	A00317918Barnachia, Allie R.	S0056826	11000		9526		300.00
78061050	09/08/2022	A00326067Barulich, Coleton R.	S0056740	11000		9526		30.00
78061051	09/08/2022	A00305109Bautista, Anaibeth	S0056897	11000		9526		298.00
78061052	09/08/2022	A00326031Bautista, Elvira	S0056735	11000		9526		1,298.00
78061053	09/08/2022	A00307885Becerra, Patricia	S0056857	11000		9526		300.00
78061054	09/08/2022	A00310126Berry, Chad M.	S0056863	11000		9526		214.00
78061055	09/08/2022	A00308745Berry, Jackson T.	S0056859	11000		9526		214.00
78061056	09/08/2022	A00309507Blanco, Cassandrah L.	S0056862	11000		9526		300.00
78061057	09/08/2022	A00303750Blanco, Erik R.	S0056889	11000		9526		996.00
78061058	09/08/2022	A00327842Calhoun, Nikolas	S0056770	11000		9526		1,305.00
78061059	09/08/2022	A00320309Carino Gavina, Kaila J.	S0056776	11000		9526		200.00
78061060	09/08/2022	A00250290Carter, Audrey B.	S0056949	11000		9526		298.00
78061061	09/08/2022	A00327426Carver, Rebecca E.	S0056760	11000		9526		298.00
78061062	09/08/2022	A00327261Cason-White, Alyssa L.	S0056755	11000		9526		300.00
78061063	09/08/2022	A00328445Castillo Ramirez, Anthony R.	S0056709	11000		9526		300.00
78061064	09/08/2022	A00303748Caudle, Robbi N.	S0056888	11000		9526		998.00
78061065	09/08/2022	A00317978Certuche, Lillie M.	S0056827	11000		9526		300.00
78061066	09/08/2022	A00268311Cervantes, Maria F.	S0056909	11000		9526		300.00
78061067	09/08/2022	A00313870Chavira, Jazmyn K.	S0056806	11000		9526		720.00
78061068	09/08/2022	A00324082Chohan, Nancy	S0056798	11000		9526		300.00
78061069	09/08/2022	A00313641Clark, Katie	S0056804	11000		9526		760.00
78061070	09/08/2022	A00313467Clark, Noah S.	S0056875	11000		9526		30.00
78061071	09/08/2022	A00013200Coats, Meagen C.	S0056934	11000		9526		300.00
78061072	09/08/2022	A00304606Cole, Spencer W.	S0056894	11000		9526		446.00
78061073	09/08/2022	A00306007Coontz, Payton D.	S0056849	11000		9526		138.00
78061074	09/08/2022	A00327600Crockett, Isreal E.	S0056763	11000		9526		298.00
78061075	09/08/2022	A00321131Crowder, Breana Y.	S0056785	11000		9526		30.00
78061076	09/08/2022	A00311669Crowder, Rachel E.	S0056870	11000		9526		30.00
78061077	09/08/2022	A00326665Cruz Santiago, Fidel	S0056746	11000		9526		300.00
78061078	09/08/2022	A00269831Davis, Bradley A.	S0056911	11000		9526		69.00

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78061079	09/08/2022	A00330025Davis, Grace	S0056722	11000	9526	140.00
78061080	09/08/2022	A00314598Desiderio, Lizabeth	S0056808	11000	9526	300.00
78061081	09/08/2022	A00319972Diaz, Yvette	S0056772	11000	9526	298.00
78061082	09/08/2022	A00244103Dixon, Tatum	S0056946	11000	9526	298.00
78061083	09/08/2022	A00303768Dodson, Chloe L.	S0056890	11000	9526	996.00
78061084	09/08/2022	A00317787Dodson, Drake W.	S0056824	11000	9526	298.00
78061085	09/08/2022	A00314463Dominguez, Mary A.	S0056807	11000	9526	300.00
78061086	09/08/2022	A00224788Duncan, Ashlei D.	S0056940	11000	9526	324.00
78061087	09/08/2022	A00234565Eby, Corey F.	S0056943	11000	9526	186.00
78061088	09/08/2022	A00306887Espudo, Maria A.	S0056852	11000	9526	300.00
78061089	09/08/2022	A00309479Figueroa, Isaiah A.	S0056861	11000	9526	300.00
78061090	09/08/2022	A00287909Finney, Dallas N.	S0056876	11000	9526	138.00
78061091	09/08/2022	A00327532Flores, Angela	S0056761	11000	9526	298.00
78061092	09/08/2022	A00310215Franks, Jake W.	S0056865	11000	9526	324.00
78061093	09/08/2022	A00328080Frei, Carter	S0056703	11000	9526	4,980.00
78061094	09/08/2022	A00326047Galindo, Jasmin C.	S0056737	11000	9526	300.00
78061095	09/08/2022	A00305762Galvan, Desiree A.	S0056904	11000	9526	298.00
78061096	09/08/2022	A00326637Garcia, Javier A.	S0056745	11000	9526	296.00
78061097	09/08/2022	A00319764Garcia Gonzalez, Eder	S0056845	11000	9526	300.00
78061098	09/08/2022	A00318605Gilmore, Joanne O.	S0056837	11000	9526	300.00
78061099	09/08/2022	A00274499Godinez, Mariela	S0056915	11000	9526	298.00
78061100	09/08/2022	A00313601Gomez, Katelynn C.	S0056802	11000	9526	300.00
78061101	09/08/2022	A00329703Goni, Nerea M.	S0056715	11000	9526	462.00
78061102	09/08/2022	A00276350Gonzalez, Blas	S0056918	11000	9526	138.00
78061103	09/08/2022	A00305605Gonzalez, Guadalupe	S0056901	11000	9526	300.00
78061104	09/08/2022	A00329211Gonzalez, Heather R.	S0056714	11000	9526	138.00
78061105	09/08/2022	A00329836Gonzalez, Mariana	S0056718	11000	9526	400.00
78061106	09/08/2022	A00318456Gonzalez, Rebecca C.	S0056835	11000	9526	300.00
78061107	09/08/2022	A00326046Gonzalez Bautista, Marco A.	S0056736	11000	9526	298.00
78061108	09/08/2022	A00314626Grande Mendoza, Leilani A.	S0056809	11000	9526	189.00
78061109	09/08/2022	A00307017Green, Christopher	S0056854	11000	9526	300.00
78061110	09/08/2022	A00298950Gregory, Hannah	S0056883	11000	9526	30.00
78061111	09/08/2022	A00224327Gross, Kristine	S0056939	11000	9526	300.00
78061112	09/08/2022	A00314876Gross, Ryan P.	S0056810	11000	9526	298.00
78061113	09/08/2022	A00315797Gutierrez, Julianna	S0056812	11000	9526	30.00
78061114	09/08/2022	A00286740Hansen, Heather N.	S0056929	11000	9526	138.00
78061115	09/08/2022	A00303772Harmer, Phenix R.	S0056891	11000	9526	354.00
78061116	09/08/2022	A00319407Harrington, Bailey L.	S0056840	11000	9526	536.00
78061117	09/08/2022	A00288423Harris, Rebecca E.	S0056877	11000	9526	324.00
78061118	09/08/2022	A00327545Hartley, Payge T.	S0056762	11000	9526	598.00
78061119	09/08/2022	A00272459Haswell, Dawn M.	S0056912	11000	9526	298.00
78061120	09/08/2022	A00326674Heraldez, Ray A.	S0056747	11000	9526	298.00
78061121	09/08/2022	A00228213Hernandez, Alicia	S0056941	11000	9526	300.00
78061122	09/08/2022	A00327762Hernandez, Natalie	S0056767	11000	9526	298.00
78061123	09/08/2022	A00317472Hernandez, Vanessa I.	S0056820	11000	9526	30.00
78061124	09/08/2022	A00323356Hernandez Hernandez, Jessica	S0056794	11000	9526	1,296.00
78061125	09/08/2022	A00241751Hibbitts, Brittnee M.	S0056945	11000	9526	300.00
78061126	09/08/2022	A00317727Hillan, Korbin	S0056822	11000	9526	230.00
78061127	09/08/2022	A00317428Hinojosa Ortiz, Leslie A.	S0056819	11000	9526	796.00
78061128	09/08/2022	A00298240Huerta Arechiga, Maria L.	S0056881	11000	9526	300.00
78061129	09/08/2022	A00317416Huestis, Aleascia N.	S0056818	11000	9526	30.00

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78061130	09/08/2022	A00302124Ippolito, Brandon J.	S0056884	11000	9526	30.00
78061131	09/08/2022	A00317415Isbell, Jaylyn N.	S0056817	11000	9526	444.00
78061132	09/08/2022	A00320766Izquierdo, Eric J.	S0056781	11000	9526	300.00
78061133	09/08/2022	A00289167Jacobs, Adam C.	S0056878	11000	9526	508.00
78061134	09/08/2022	A00282651Jellie, Jessica N.	S0056922	11000	9526	140.00
78061135	09/08/2022	A00306461Jimenez, Carlos	S0056850	11000	9526	138.00
78061136	09/08/2022	A00308837Jimenez, Virginia T.	S0056860	11000	9526	300.00
78061137	09/08/2022	A00317728Johns, Emily N.	S0056823	11000	9526	446.00
78061138	09/08/2022	A00272984Johnson, Justine L.	S0056913	11000	9526	140.00
78061139	09/08/2022	A00325706Joslin, Shelby M.	S0056728	11000	9526	32.00
78061140	09/08/2022	A00320463Juarez, Samantha N.	S0056779	11000	9526	298.00
78061141	09/08/2022	A00327088Kaila, Kajol	S0056749	11000	9526	158.00
78061142	09/08/2022	A00320196Kaiser, Isabella H.	S0056773	11000	9526	104.00
78061143	09/08/2022	A00283066Kaur, Snehdeep	S0056923	11000	9526	138.00
78061144	09/08/2022	A00318449Kintner, Makayla G.	S0056834	11000	9526	300.00
78061145	09/08/2022	A00305933Kopp, Hannah M.	S0056847	11000	9526	214.00
78061146	09/08/2022	A00298220Kozloski, Sierra J.	S0056880	11000	9526	308.00
78061147	09/08/2022	A00318279LeDuc, Emily R.	S0056831	11000	9526	1,036.00
78061148	09/08/2022	A00330009Lee, Paige M.	S0056721	11000	9526	552.00
78061149	09/08/2022	A00280480Lemmons, Austin D.	S0056921	11000	9526	92.00
78061150	09/08/2022	A00013251Limonas, Gilbert	S0056935	11000	9526	2.00
78061151	09/08/2022	A00325453Lopez, Ana G.	S0056724	11000	9526	1,598.00
78061152	09/08/2022	A00328989Lopez, Lucero	S0056711	11000	9526	296.00
78061153	09/08/2022	A00327846Lopez Ortiz, Jenifer	S0056771	11000	9526	300.00
78061154	09/08/2022	A00205944Low-Ken, Amanda L.	S0056937	11000	9526	2.00
78061155	09/08/2022	A00315899Lozano Cortez, Lucero J.	S0056813	11000	9526	300.00
78061156	09/08/2022	A00303477Luna, Kristen J.	S0056886	11000	9526	2.00
78061157	09/08/2022	A00327799Madrigal, Gabriel	S0056768	11000	9526	298.00
78061158	09/08/2022	A00328434Maldonado, Mario D.	S0056708	11000	9526	298.00
78061159	09/08/2022	A00326928Manrique Guerra, Natalie M.	S0056748	11000	9526	298.00
78061160	09/08/2022	A00279544Mansour, Andrew M.	S0056919	11000	9526	300.00
78061161	09/08/2022	A00219328Martinez, Alberto	S0056938	11000	9526	184.00
78061162	09/08/2022	A00327738Martinez, Alesandra P.	S0056766	11000	9526	298.00
78061163	09/08/2022	A00313632Martinez, Cristal	S0056803	11000	9526	1,600.00
78061164	09/08/2022	A00328211Martinez, Emma	S0056706	11000	9526	2.00
78061165	09/08/2022	A00319686Martinez, Rachel L.	S0056841	11000	9526	138.00
78061166	09/08/2022	A00311592Martinez, Yuriana L.	S0056869	11000	9526	298.00
78061167	09/08/2022	A00327821Martinez Lorenzo, Isabella	S0056769	11000	9526	298.00
78061168	09/08/2022	A00323368Mayen Pena, Jaylen I.	S0056795	11000	9526	306.00
78061169	09/08/2022	A00320322Mcafee, Ian C.	S0056777	11000	9526	748.00
78061170	09/08/2022	A00326020McCord, Mckena N.	S0056732	11000	9526	598.00
78061171	09/08/2022	A00318987Mckinney, Katelyn C.	S0056839	11000	9526	53.00
78061172	09/08/2022	A00320940Medina, Basilia A.	S0056783	11000	9526	300.00
78061173	09/08/2022	A00315414Medina, Lizeth S.	S0056811	11000	9526	300.00
78061174	09/08/2022	A00267391Mendez Palafox, Esmeralda	S0056908	11000	9526	2.00
78061175	09/08/2022	A00327305Mendoza, Dayanara C.	S0056756	11000	9526	350.00
78061176	09/08/2022	A00306554Merchant, Ophelia S.	S0056851	11000	9526	300.00
78061177	09/08/2022	A00325428Metcalf, Sarah E.	S0056723	11000	9526	300.00
78061178	09/08/2022	A00323151Mick, Madison R.	S0056788	11000	9526	184.00
78061179	09/08/2022	A00313725Miller, Deserie R.	S0056805	11000	9526	138.00
78061180	09/08/2022	A00325458Miller, Jennifer L.	S0056725	11000	9526	298.00

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78061181	09/08/2022	A00323137Miyagishima Lopez, Ariel O.	S0056787	11000	9526	168.00
78061182	09/08/2022	A00324059Moran, Maverick A.	S0056797	11000	9526	300.00
78061183	09/08/2022	A00329865Moreno, Maria G.	S0056719	11000	9526	2.00
78061184	09/08/2022	A00063879Morrow, Brock	S0056933	11000	9526	140.00
78061185	09/08/2022	A00307001Munoz, Brandon M.	S0056853	11000	9526	44.00
78061186	09/08/2022	A00323205Murphy, Emma R.	S0056792	11000	9526	230.00
78061187	09/08/2022	A00065914Olayo, Martin	S0056936	11000	9526	300.00
78061188	09/08/2022	A00324316Olayo-Perez, Guadalupe	S0056800	11000	9526	298.00
78061189	09/08/2022	A00284059Ornelas, Alexandra	S0056925	11000	9526	2.00
78061190	09/08/2022	A00057286Ortiz, Maria	S0056931	11000	9526	186.00
78061191	09/08/2022	A00327395Pablo, Sol	S0056759	11000	9526	298.00
78061192	09/08/2022	A00305618Pantoja, Stephanie	S0056902	11000	9526	300.00
78061193	09/08/2022	A00326379Paz, Alyn D.	S0056742	11000	9526	298.00
78061194	09/08/2022	A00295975Pena, Maryann G.	S0056879	11000	9526	300.00
78061195	09/08/2022	A00319741Pena Lopez, Dianey	S0056843	11000	9526	296.00
78061196	09/08/2022	A00308161Pence, Kayleigh A.	S0056858	11000	9526	300.00
78061197	09/08/2022	A00274426Perez, Arlette	S0056914	11000	9526	300.00
78061198	09/08/2022	A00303905Perez, Jeidy	S0056893	11000	9526	300.00
78061199	09/08/2022	A00320237Perez, Priscilla N.	S0056774	11000	9526	298.00
78061200	09/08/2022	A00318370Perez, Yvette	S0056833	11000	9526	133.00
78061201	09/08/2022	A00286465Phillips, Sierra L.	S0056928	11000	9526	294.00
78061202	09/08/2022	A00305095Pilgrim, Willow L.	S0056896	11000	9526	996.00
78061203	09/08/2022	A00307655Pinkley Rogers, Christian T.	S0056856	11000	9526	160.00
78061204	09/08/2022	A00325991Plascencia, Elizabeth	S0056730	11000	9526	296.00
78061205	09/08/2022	A00317388Plascencia Ruiz, Daisy	S0056816	11000	9526	746.00
78061206	09/08/2022	A00059755Plotner, Dakota	S0056932	11000	9526	460.00
78061207	09/08/2022	A00329142Quezada Plascencia, Rosalva	S0056713	11000	9526	298.00
78061208	09/08/2022	A00302554Quiroga Alvarez, Valeria L.	S0056885	11000	9526	296.00
78061209	09/08/2022	A00311788Race, Jamie L.	S0056871	11000	9526	300.00
78061210	09/08/2022	A00285830Ramirez, Ana K.	S0056927	11000	9526	30.00
78061211	09/08/2022	A00319739Ramirez, Diego A.	S0056842	11000	9526	300.00
78061212	09/08/2022	A00304854Ramirez, Joseph	S0056895	11000	9526	300.00
78061213	09/08/2022	A00329903Ramos, Vanessa M.	S0056720	11000	9526	298.00
78061214	09/08/2022	A00327323Ramos-magana, Maria T.	S0056757	11000	9526	298.00
78061215	09/08/2022	A00326000Rangel, Efraina	S0056731	11000	9526	300.00
78061216	09/08/2022	A00327093Raub, Ruby L.	S0056750	11000	9526	30.00
78061217	09/08/2022	A00320986Renfroe, Wyatt A.	S0056784	11000	9526	138.00
78061218	09/08/2022	A00233912Rivas, Brandi L.	S0056942	11000	9526	296.00
78061219	09/08/2022	A00246856Robbins, Mary B.	S0056948	11000	9526	298.00
78061220	09/08/2022	A00310633Robison, Lauren H.	S0056866	11000	9526	30.00
78061221	09/08/2022	A00313369Rocha, Destiny A.	S0056874	11000	9526	30.00
78061222	09/08/2022	A00320759Rodriguez, Abigail	S0056780	11000	9526	300.00
78061223	09/08/2022	A00317833Rodriguez, Nathan K.	S0056825	11000	9526	138.00
78061224	09/08/2022	A00327193Rodriguez, Sunny E.	S0056753	11000	9526	298.00
78061225	09/08/2022	A00318334Romo Rosales, Daniela	S0056832	11000	9526	298.00
78061226	09/08/2022	A00252786Ruiz, Mariela L.	S0056951	11000	9526	30.00
78061227	09/08/2022	A00005124Ruiz, Nansi	S0056930	11000	9526	186.00
78061228	09/08/2022	A00328466Rungsawang, Chanida N.	S0056710	11000	9526	2.00
78061229	09/08/2022	A00327121Ruth, Samuel S.	S0056751	11000	9526	30.00
78061230	09/08/2022	A00298560Sainz Montoya, Anacaren	S0056882	11000	9526	296.00
78061231	09/08/2022	A00316498Salbador Dominguez, Liset	S0056814	11000	9526	298.00

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78061232	09/08/2022	A00318165Saldana, Zaira M.	S0056829	11000	9526		300.00	
78061233	09/08/2022	A00325700Salinas-Lara, Maria D.	S0056727	11000	9526		92.00	
78061234	09/08/2022	A00318513Sanchez, Catherine X.	S0056836	11000	9526		1,294.00	
78061235	09/08/2022	A00310156Sanchez, Gerardo R.	S0056864	11000	9526		352.00	
78061236	09/08/2022	A00284205Sandoval, Maura	S0056926	11000	9526		30.00	
78061237	09/08/2022	A00328177Santiago lopez, Blanca	S0056704	11000	9526		298.00	
78061238	09/08/2022	A00321284Santiesteban, Jared	S0056786	11000	9526		296.00	
78061239	09/08/2022	A00325710Sillas, Carlos	S0056729	11000	9526		298.00	
78061240	09/08/2022	A00329811Siqueiros, Freddy	S0056717	11000	9526		255.00	
78061241	09/08/2022	A00329807Smith, Paris I.	S0056716	11000	9526		598.00	
78061242	09/08/2022	A00327672Solis, Emanuel	S0056765	11000	9526		300.00	
78061243	09/08/2022	A00274866Soto, Destiny A.	S0056916	11000	9526		298.00	
78061244	09/08/2022	A00329064Steele, Logan J.	S0056712	11000	9526		298.00	
78061245	09/08/2022	A00251357Stewart, Natalie L.	S0056950	11000	9526		274.00	
78061246	09/08/2022	A00328261Sweeney, Alivia K.	S0056707	11000	9526		138.00	
78061247	09/08/2022	A00312360Tassey, Shelbie T.	S0056872	11000	9526		30.00	
78061248	09/08/2022	A00327612Tate, Karlie M.	S0056764	11000	9526		2.00	
78061249	09/08/2022	A00326030Tauta, Alice A.	S0056734	11000	9526		998.00	
78061250	09/08/2022	A00326051Tinoco, Emely	S0056739	11000	9526		296.00	
78061251	09/08/2022	A00326048Torres, Dulce C.	S0056738	11000	9526		600.00	
78061252	09/08/2022	A00241350Torres, Isabel A.	S0056944	11000	9526		2.00	
78061253	09/08/2022	A00320329Torres Delgado, Jazmin	S0056778	11000	9526		300.00	
78061254	09/08/2022	A00303774Torres Miranda, Jacqueline	S0056892	11000	9526		1,298.00	
78061255	09/08/2022	A00323183Tovar, Rita	S0056790	11000	9526		140.00	
78061256	09/08/2022	A00324760Tran, Justin P.	S0056801	11000	9526		300.00	
78061257	09/08/2022	A00323190Travis, Jennifer	S0056791	11000	9526		30.00	
78061258	09/08/2022	A00266187Turrubiates, Magdalena	S0056907	11000	9526		225.00	
78061259	09/08/2022	A00323176Uribe, James C.	S0056789	11000	9526		46.00	
78061260	09/08/2022	A00320920Uribe, Kemmich A.	S0056782	11000	9526		539.00	
78061261	09/08/2022	A00305640Uribe, Lesley R.	S0056903	11000	9526		300.00	
78061262	09/08/2022	A00311448Uykur, Norma	S0056867	11000	9526		300.00	
78061263	09/08/2022	A00257261Valadez, Christina E.	S0056905	11000	9526		260.00	
78061264	09/08/2022	A00319775Valenzuela Torres, Heidy G.	S0056846	11000	9526		1,799.00	
78061265	09/08/2022	A00323381Vargas, Luis E.	S0056796	11000	9526		292.00	
78061266	09/08/2022	A00317535Vasquez, Unique	S0056821	11000	9526		298.00	
78061267	09/08/2022	A00305503Vazquez, Jennifer A.	S0056899	11000	9526		300.00	
78061268	09/08/2022	A00284057Villatoro, Ilis K.	S0056924	11000	9526		182.00	
78061269	09/08/2022	A00265943Waldie, Amber D.	S0056906	11000	9526		300.00	
78061270	09/08/2022	A00324104Wallace, Christopher D.	S0056799	11000	9526		298.00	
78061271	09/08/2022	A00326068Wandick, Demetrius A.	S0056741	11000	9526		298.00	
78061272	09/08/2022	A00303699Watts, Zoey R.	S0056887	11000	9526		598.00	
78061273	09/08/2022	A00327160Wheeler, Rylee S.	S0056752	11000	9526		138.00	
78061274	09/08/2022	A00313147White, Tyler P.	S0056873	11000	9526		298.00	
78061275	09/08/2022	A00318734White-Pittman, Callie P.	S0056838	11000	9526		1,171.00	
78061276	09/08/2022	A00326021Wooley, Emma K.	S0056733	11000	9526		998.00	
78061277	09/08/2022	A00305515Zavala, Krystal	S0056900	11000	9526		184.00	
78061278	09/08/2022	A00246726Zepeda, Keisha A.	S0056947	11000	9526		278.00	
78061279	09/08/2022	A00328180Brown, Carla	S0056705	11000	9526		230.00	
78061280	09/15/2022	A00293918A&B Athletics	I0069407 6360	11000	352	4310	69610	158.05
			I0069408 6366	11000	352	4310	69610	1,257.86
78061281	09/15/2022	A00327115ABC Occupational Medical Cen	I0069427 EM007088	11000	411	5985	67300	75.00

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78061282	09/15/2022	A00200028ACHRO/EEO Treasurer	I0069351	2022HD	12571	411	5710	67300	320.00
78061283	09/15/2022	A00306660Advanced Data Storage, Inc.	I0069426	0151744	11000	411	5990	67300	123.05
78061284	09/15/2022	A00292936Albertson's LLC	I0069403	177691082822	32000	422	4410	69400	9.30
			I0069404	177689082822	39000	314	4311	64991	158.50
					12433	314	4311	69800	27.97
78061285	09/15/2022	A00200043American Express	I0069411	11005082522	11000	000	7211	00000	16,704.47
78061286	09/15/2022	A00200079Bar Charts, Inc.	I0069398	INV00179707	31000	423	4310	69100	1,334.40
78061287	09/15/2022	A00320892Barnes Welding	I0069366	63033251	31000	423	4310	69100	514.40
78061288	09/15/2022	A00290343Bauer, Amanda M.	I0069422	08312022-A1	11000	401	5510	67200	2,100.00
78061289	09/15/2022	A00272600Beard Family Trust	I0069432	OCT 22	12560	223	5610	09565	3,500.00
			I0069433	SEP 22	12560	223	5610	09565	3,500.00
78061290	09/15/2022	A00324134Bell, Damon	I0069429	082522	12563	319	4310	64900	215.00
78061291	09/15/2022	A00200243Blick Art Materials	I0069381	8991670	31000	423	4310	69100	2,027.49
78061292	09/15/2022	A00200107Bright House Networks	I0069434	090122	12650	223	5610	09565	322.93
78061293	09/15/2022	A00200109Brown & Reich Petroleum, Inc	I0069365	30813	11000	432	4316	65100	116.95
					11000	432	4316	65300	88.91
			I0069380	30814	39000	314	4316	64991	52.17
					12433	314	4316	64991	9.21
78061294	09/15/2022	A00200161CDW-G	I0069368	CD29619	11000	113	5643	67801	4,212.00
78061295	09/15/2022	A00200167Central Valley Conference	I0069392	2227B	11000	352	5750	69612	5,784.00
			I0069393	2227A	11000	352	5750	69613	5,267.00
78061296	09/15/2022	A00258703College House	I0069384	64736	31000	423	4310	69100	1,708.20
78061296	09/15/2022	A00258703College House	I0069384	64736	31000	423	5940	69100	63.24
			I0069414	64990	31000	423	4310	69100	954.55
					31000	423	5940	69100	190.14
			I0069416	64849	31000	423	4310	69100	1,065.60
					31000	423	5940	69100	110.16
78061297	09/15/2022	A00200200Computerland of Silicon Vall	I0069420	283423	11000	301	5642	64500	16,425.00
78061298	09/15/2022	A00264649Convergint Technologies, LLC	I0069413	605SM7237-3	12050	431	6121	65105	835.40
78061299	09/15/2022	A00102126Criss, Sarah V.	I0069431	082622	11020	110	4310	68900	240.40
78061300	09/15/2022	A00312575CUPA-HR	I0069423	2643-2023	12571	411	5210	67300	1,330.00
78061301	09/15/2022	A00324281De Duclos, MJ Breceda	I0069362	OCT 22	39000	314	5610	64991	872.73
78061302	09/15/2022	A00265229DK&M Property	I0069359	OCT 22	39000	314	5610	64991	3,484.47
78061303	09/15/2022	A00258705El Dorado Trading Group	I0069421	INV253746	31000	423	4310	69100	3,768.60
78061304	09/15/2022	A00200307Farmer Bros. Company	I0069376	90192060	32000	422	4410	69400	220.97
78061305	09/15/2022	A00200308Federal Express Corporation	I0069352	7-870-71934	11000	401	5940	67705	32.77
			I0069382	9-632-94655	11000	401	5940	67705	2.02
78061306	09/15/2022	A00200323Flinn Scientific, Inc.	I0069389	2749309	11000	209	4311	19051	1,283.41
78061307	09/15/2022	A00329125Foundation Properties Inc	I0069361	OCT 22	39000	314	5610	64991	2,127.27
78061308	09/15/2022	A00283264Frontier California Inc.	I0069400	5703090722	11000	431	5840	65700	157.12
78061309	09/15/2022	A00283264Frontier California Inc.	I0069441	7900082822	11000	431	5840	65700	879.45
78061310	09/15/2022	A00283264Frontier California Inc.	I0069442	082822	11000	431	5840	65700	1,124.54
78061311	09/15/2022	A00307514Great River Learning	I0069396	5560007	31000	423	4110	69100	2,070.60
78061312	09/15/2022	A00201549Harper Collins Publishers	I0069397	75791787	31000	423	4110	69100	148.42
					31000	423	5940	69100	37.70
78061313	09/15/2022	A00304789heartsmart.com	I0069424	INV3055985	39000	314	4310	64991	378.88
78061314	09/15/2022	A00304231Higher Education Services, I	I0069438	09082022-A	11999	421	7412	73900	393.25
78061315	09/15/2022	A00326013iHeartMedia Entertainment In	I0069372	7818998088	12676	301	5970	64900	80,160.00
78061316	09/15/2022	A00200693John Wiley & Sons, Inc.	I0069395	2586774	31000	423	4110	69100	18,430.00
					31000	423	5940	69100	742.81
78061317	09/15/2022	A00247380Kern High School District	I0069363	KH00006313	12676	320	5970	64900	5,920.25

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78061318	09/15/2022	A00330042KIWI/KCHJ/KPSL/KQKZ/KWAC	I0069370	IN-1220885687	12676	301	5970	64900	5,365.00
78061319	09/15/2022	A00328201KWB Entertainment Inc.	I0069405	2941	12676	351	4310	64900	1,104.15
78061320	09/15/2022	A00325895Linde Gas & Equipment Inc.	I0069377	30788212	12652	205	4311	12042	887.34
78061321	09/15/2022	A00227772MBS Textbook Exchange, Inc.	I0069386	IHH4256902	31000	423	5641	69100	2,589.44
78061322	09/15/2022	A00200555McGraw-Hill	I0069383	123523709001	31000	423	4110	69100	8,500.00
					31000	423	5940	69100	415.46
78061323	09/15/2022	A00200498Office Depot	I0069356	258419899001	11000	411	4310	67300	122.89
			I0069379	257583523001	11000	110	4310	66003	80.43
			I0069390	257193112001	11000	101	4310	66004	20.56
			I0069391	257311341001	11000	110	4310	66003	20.56
			I0069410	259874604001	12551	353	4310	64600	1,279.94
78061324	09/15/2022	A00288637Otis Elevator Company	I0069364	SJB17125001	11000	431	5631	65100	534.26
78061325	09/15/2022	A00200508P. G. & E.	I0069388	08.12.22	39000	314	5840	64991	26.80
78061326	09/15/2022	A00200508P. G. & E.	I0069436	08/31/22	39000	314	5830	64991	8.45
					12433	314	5830	69800	3.64
78061327	09/15/2022	A00200508P. G. & E.	I0069445	08-02-22	39000	314	5830	64991	366.55
					12433	314	5830	69800	157.61
78061328	09/15/2022	A00200508P. G. & E.	I0069446	08.02.22	39000	314	5830	64991	305.98
					12433	314	5830	69800	102.00
78061329	09/15/2022	A00200508P. G. & E.	I0069449	81222	39000	314	5830	64991	498.23
78061330	09/15/2022	A00200508P. G. & E.	I0069450	8/12/22	39000	314	5840	64991	333.94
78061331	09/15/2022	A00318539Paycor, Inc.	I0069428	INV00050157	12571	411	5985	67300	333.00
78061332	09/15/2022	A00324842Payne, Kenneth E.	I0069358	OCT 22	39000	314	5610	64991	2,045.46
78061333	09/15/2022	A00200522Pepsi-Cola Company	I0069374	04780452	32000	422	4410	69400	330.43
78061334	09/15/2022	A00270674Public Agency Law Group	I0069357	060522	11000	401	5430	67200	3,738.00
78061335	09/15/2022	A00329079Rosedale Ceramic Tile and Ma	I0069444	1	12050	431	6121	65108	34,250.00
78061336	09/15/2022	A00280086Rothgeb, Julie J.	I0069394	JUL 22	12640	223	5710	60103	22.50
			I0069448	AUG 22	12640	223	5710	60103	45.00
78061337	09/15/2022	A00034597Simpson, Amanda L.	I0069360	OCT 22	39000	314	5610	64991	1,909.09
78061338	09/15/2022	A00321772Sinclair Broadcast Group, In	I0069402	080122	12676	301	5970	64900	78,000.00
78061339	09/15/2022	A00303183Southern Computer Warehouse,	I0069412	INV00745505	12573	353	6415	64600	46,360.23
78061340	09/15/2022	A00200393Sparkletts	I0069367	081822	11000	205	5641	12042	15.99
78061341	09/15/2022	A00326669Spectrum Reach, LLC	I0069371	Q3-Q4 PRE-BILL	12676	301	5970	64900	3,000.00
			I0069373	Q3-Q4PRE-BILL	12676	301	5970	64900	3,000.00
78061342	09/15/2022	A00200396Spurr	I0069353	124655	11000	431	5820	69700	1,251.83
					35827	357	5820	69700	197.14
					33428	310	5820	69200	62.38
					33528	310	5820	69200	62.38
					33588	310	5820	69200	124.76
78061343	09/15/2022	A00200417Sysco Food Service of Ventur	I0069417	279911487	32000	422	4410	69400	3,288.40
					32000	422	4411	69400	295.19
					32000	422	4411	69400	751.21
					32000	422	5940	69400	7.18
			I0069418	279905814	33429	310	4410	69250	1,268.33
78061344	09/15/2022	A00200862Taft College Bookstore	I0069378	1408	11000	211	4110	49999	17.32
78061345	09/15/2022	A00200862Taft College Bookstore	I0069430	8949	12640	223	4310	09565	2,933.21
78061346	09/15/2022	A00200862Taft College Bookstore	I0069447	09072022-BKST	31000	423	5912	69100	4,912.05
78061347	09/15/2022	A00325603Taintor, Amanda	I0069425	100	11000	202	5510	60100	426.25
78061348	09/15/2022	A00200429The Taft Independent	I0069375	1850	12676	301	5970	64900	150.00
78061349	09/15/2022	A00200272Total Compensation Systems I	I0069387	10910	11000	421	5510	67200	3,195.00
78061350	09/15/2022	A00200282True Value Home Center	I0069369	459791	11000	431	4310	65100	266.00

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				11000	431	4310	69610	103.98
				11000	431	4312	69800	61.39
				35819	357	4310	69700	51.71
				35815	357	4310	69700	28.13
			I0069385 459953	11000	431	4310	65100	159.93
78061351	09/15/2022	A00255644U.S. Bank Equipment Finance	I0069354 482211828	12560	223	5612	60103	266.30
				11000	205	5612	12042	266.30
				11000	203	5612	61200	266.30
				11000	203	5612	61200	266.30
				12000	318	5612	64800	266.30
				11000	202	5612	60100	266.30
				11000	113	5612	67801	266.30
				11000	431	5612	65100	266.30
				33428	310	5612	69200	66.58
				33528	310	5612	69200	66.58
				33588	310	5612	69200	66.58
				33591	310	5612	69200	66.58
				11000	207	5612	49999	266.30
				11000	202	5612	60100	266.30
				11000	110	5612	66003	88.77
				11000	202	5612	60100	88.77
				11000	114	5612	66005	88.77
				11000	202	5612	60100	266.30
				11000	421	5612	67200	119.82
				11000	401	5612	67200	26.63
				11000	411	5612	67300	119.84
				39000	314	5612	64991	266.30
				12551	353	5612	64600	66.58
				11000	301	5612	64500	66.58
				11000	302	5612	63100	66.58
				11000	358	5612	62100	66.58
				11000	421	5612	67200	266.30
				11000	401	5612	67200	266.30
				11000	401	5612	67200	266.30
				31000	423	5612	69100	266.30
				31000	423	5612	69100	168.15
				12495	319	5612	61900	61.03
78061352	09/15/2022	A00200284U.S. Foods	I0069409 3486963	32000	422	4410	69400	3,684.55
			I0069419 3486964	33429	310	4410	69250	1,658.33
78061353	09/15/2022	A00200293United Parcel Service	I0069401 0000969726362.	31000	423	5940	67705	3,033.15
78061354	09/15/2022	A00000456Uribe, Jose	I0069443 AUG 22	35000	000	5633	69700	120.00
78061355	09/15/2022	A00200338Verizon Wireless	I0069435 9914360456	11000	113	5840	67801	23.31
				12676	351	5840	64900	23.30
78061356	09/15/2022	A00200338Verizon Wireless	I0069437 9914725310	11000	357	5840	69700	214.36
78061357	09/15/2022	A00200355West Kern Water District	I0069399 090622	11000	431	5810	65700	539.78
				39000	314	5810	64991	99.50
				12433	314	5810	69800	11.06
78061358	09/15/2022	A00329149WEX Bank	I0069355 83255375	11000	432	4316	67703	69.69
78061359	09/15/2022	A00271281WKCCD-Taft College Grant Cle	I0069439 09072022-A	32000	422	5912	64900	349.30
			I0069440 09072022-B	39000	314	5610	64991	3,300.00
78061360	09/15/2022	A00200388Zee Medical Service Co.	I0069406 34-200276	11000	301	4310	64500	190.77

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78061361	09/22/2022	A002000164Imprint	I0069491	10262742	31000	423	4310	69100	553.50
					31000	423	5940	69100	20.73
78061362	09/22/2022	A00324299Ace Uniforms LLC	I0069459	307982	31000	423	4310	69100	235.94
78061363	09/22/2022	A00306660Advanced Data Storage, Inc.	I0069460	0153100	11000	207	5990	49999	25.30
78061364	09/22/2022	A00288646Amazon Web Services, Inc.	I0069477	1117039777	11000	113	5644	67801	916.89
78061365	09/22/2022	A00200052AP Architects	I0069518	11975	12418	421	5510	67900	1,175.00
78061366	09/22/2022	A00202445AT&T Mobility	I0069524	090222	12551	353	6415	64600	120.72
78061367	09/22/2022	A00200069Bakersfield Californian	I0069463	081922	11000	401	5970	67200	394.46
78061368	09/22/2022	A00326017BarkleyREI, LLC	I0069505	P000137	12418	421	5510	67900	17,312.50
78061369	09/22/2022	A00200116Burt Electric & Communicatio	I0069486	19376	11000	431	5631	65100	456.60
78061370	09/22/2022	A00200146Carolina Biological Supply C	I0069473	51864599RI	11000	209	4311	04014	673.73
78061371	09/22/2022	A00200161CDW-G	I0069474	CF39801	11000	113	5643	67801	81.12
78061372	09/22/2022	A00201685Cengage Learning	I0069494	78566469	31000	423	4110	69100	4,785.00
					31000	423	5940	69100	247.31
78061373	09/22/2022	A00200167Central Valley Conference	I0069478	2218	11000	352	5750	69615	4,155.00
78061374	09/22/2022	A00230466Classic Charter, Inc.	I0069465	159701	11000	352	5750	69610	1,698.00
78061374	09/22/2022	A00230466Classic Charter, Inc.	I0069483	159092	11000	352	5750	69610	1,959.00
			I0069484	159093	11000	352	5750	69610	1,889.00
			I0069488	159083	11000	352	5750	69610	2,898.00
78061375	09/22/2022	A00258703College House	I0069528	65136	31000	423	4310	69100	573.60
					31000	423	5940	69100	46.92
78061376	09/22/2022	A00228756Country Auto & Truck Taft	I0069462	617781	11000	431	4312	65100	88.74
78061377	09/22/2022	A00200235Cutrona, Myisha J.	I0069458	083020	12679	320	4310	64900	1,066.82
					12679	320	4410	64900	715.56
78061378	09/22/2022	A00201119Design Science, Inc.	I0069534	22-US-1240	11000	209	5642	17012	322.07
78061379	09/22/2022	A00303443Ellucian CampusLogic, Inc.	I0069517	90375988	12569	353	5641	64600	33,686.00
78061380	09/22/2022	A00200298Elsevier Health Science	I0069535	48521DF0	31000	423	4110	69100	5,376.74
78061381	09/22/2022	A00202041Fresno Oxygen	I0069519	91589843	12560	223	4311	09565	187.16
78061382	09/22/2022	A00259088GT Software Inc.	I0069471	INV9430	11000	113	5643	67801	1,900.80
78061383	09/22/2022	A00200645Hardy Diagnostics	I0069504	2817298	11000	209	4311	04012	353.75
78061384	09/22/2022	A00200655Henry Schein, Inc.	I0069467	24446031	11000	205	4311	12042	509.42
					11000	205	4311	12042	680.21
78061384	09/22/2022	A00200655Henry Schein, Inc.	I0069480	23450872	11000	352	4310	69619	1,319.67
			I0069481	24027287	11000	352	4310	69619	62.49
78061385	09/22/2022	A00328222International E-Z UP, Inc.	I0069472	INV0466723	11000	431	4310	65100	414.48
78061386	09/22/2022	A00260774ITsavvy LLC	I0069457	01369550	11000	113	5643	67801	10,992.70
78061387	09/22/2022	A00330180Ives, John	I0069512	081422	11000	411	5985	67300	917.37
78061388	09/22/2022	A00200707Keenan & Associates	I0069493	279518	11000	401	5320	67702	15,487.50
78061389	09/22/2022	A00200715Kern Electric Distributors	I0069489	592042	11000	431	4310	65100	792.34
78061390	09/22/2022	A00200721Kiwanis Club of Taft	I0069533	19338	11000	301	5210	64500	60.00
78061391	09/22/2022	A00270994Legal Books Distributing	I0069475	507302	31000	423	4110	69100	419.20
78061392	09/22/2022	A00325895Linde Gas & Equipment Inc.	I0069461	30997577	11000	205	5641	12042	378.12
78061393	09/22/2022	A00329896Living Water Treatment, Inc.	I0069516	12704	11000	431	5641	65100	890.00
78061394	09/22/2022	A00262851Lytle, Steve	I0069508	090922	11000	209	4311	04011	57.70
			I0069513	091522	11000	209	5710	04011	26.25
78061395	09/22/2022	A00227772MBS Textbook Exchange, Inc.	I0069526	47-5216443	31000	423	4110	69100	186.55
					31000	423	4115	69100	2,954.00
					31000	423	5940	69100	740.72
78061396	09/22/2022	A00213701MCM Group	I0069503	508794	31000	423	4310	69100	365.00
					31000	423	5940	69100	18.55
78061397	09/22/2022	A00327810Minuteman Press	I0069531	75896	12676	301	5970	64900	441.82

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78061398	09/22/2022	A00200498Office Depot	I0069469	258905278001	11000	431	4310	65100	115.46
78061399	09/22/2022	A00251929Oja, Michelle E.	I0069507	091422	11000	210	4310	20014	43.28
78061400	09/22/2022	A00200508P. G. & E.	I0069455	090122	39000	314	5830	64991	16.45
					12433	314	5830	69800	5.49
78061401	09/22/2022	A00200508P. G. & E.	I0069456	091322	39000	314	5830	64991	53.36
					12433	314	5830	69800	17.79
78061402	09/22/2022	A00200508P. G. & E.	I0069523	091122	35000	000	5830	69700	184.99
					35000	000	5820	69700	6.42
78061403	09/22/2022	A00313568Pacris, Rica Zena T.	I0069510	78059184	11000	000	7412	73900	125.00
78061404	09/22/2022	A00200521Pens Etc.	I0069525	481886-0	31000	423	4310	69100	5,598.14
			I0069527	481453-0	31000	423	4310	69100	5,195.88
78061405	09/22/2022	A00200522Pepsi-Cola Company	I0069499	03594707	32000	422	4410	69400	1,180.25
78061406	09/22/2022	A00200541Proforma	I0069466	B788004073B	12000	303	4323	64300	256.97
78061407	09/22/2022	A00285838Sammy's Detail	I0069522	2043	11000	432	5632	67703	585.00
					39000	314	5632	64991	45.00
					39000	314	5632	64991	45.00
					39000	314	5632	64991	45.00
					39000	314	5632	64991	45.00
					39000	314	5632	64991	35.00
78061408	09/22/2022	A00220442Serban Sound & Communication	I0069468	1734	12560	223	1220	60103	5,416.66
78061409	09/22/2022	A00303183Southern Computer Warehouse,	I0069490	INV00733905S	33428	310	5644	69200	2.50
					33528	310	5644	69200	2.50
					33588	310	5644	69200	5.00
			I0069495	INV00738590S	11000	301	5990	64500	5.00
			I0069502	INV00740502S	11000	207	4310	08354	5.00
78061410	09/22/2022	A00201787Standard Insurance Company	I0069514	AUG 22	11000	411	3410	67300	442.68
					11000	411	3420	67300	1,359.13
78061411	09/22/2022	A00201787Standard Insurance Company	I0069515	SEP 22	11000	411	3410	67300	442.68
					11000	411	3420	67300	1,340.80
78061412	09/22/2022	A00200400Stinson's	I0069470	185494-0	11000	421	4318	67704	96.45
78061413	09/22/2022	A00200417Sysco Food Service of Ventur	I0069501	279915224	32000	422	4410	69400	6,523.13
					32000	422	4411	69400	1,576.94
					32000	422	4411	69400	929.08
					32000	422	5940	69400	14.97
78061414	09/22/2022	A00200425Taft College	I0069452	090322	11000	205	4310	12042	423.76
78061415	09/22/2022	A00200425Taft College	I0069485	3	11020	110	4310	68900	1,292.00
78061416	09/22/2022	A00200862Taft College Bookstore	I0069529	0087	12676	351	4310	64900	1,596.03
78061417	09/22/2022	A00200862Taft College Bookstore	I0069530	4449	11000	431	4310	65100	266.23
					11000	431	4310	65100	128.81
					11000	431	4310	65300	266.23
					11000	431	4310	65300	389.64
					11000	431	4310	65300	386.42
					11000	431	4310	65500	266.23
					11000	431	4310	65300	128.80
78061418	09/22/2022	A00200426Taft College Cafeteria	I0069479	090622	32000	422	4410	69400	29.78
78061419	09/22/2022	A00200222Taft Midway Driller	I0069497	081122	11000	101	5970	66004	470.00
78061420	09/22/2022	A00200432Taft Union High School	I0069506	001	11000	421	5970	66003	400.00
78061421	09/22/2022	A00312691TC State Financial Aid Clear	I0069532	2223SSCG	12549	353	7510	73200	1,656,130.00
78061422	09/22/2022	A00200282True Value Home Center	I0069482	459945	11000	431	4310	65100	15.13
					11000	431	4310	69200	155.29
					35819	357	4310	69700	59.82

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78061422	09/22/2022	A00200282	True Value Home Center	I0069520	460268	12560	223	4311	09565	23.80
				I0069521	460216	12560	223	4310	09565	11.24
78061423	09/22/2022	A00210209	ULINE	I0069492	15267038	31000	423	4321	69100	920.25
						31000	423	5940	69100	74.77
78061424	09/22/2022	A00243587	United Healthcare Insurance	I0069453	SEP 22	11000	412	3350	59100	20,955.20
				I0069454	OCT 22	11000	412	3350	59100	21,217.14
78061425	09/22/2022	A00312920	Vital Source	I0069511	VST-11479-R-JUN	31000	423	4110	69100	13,656.21
78061426	09/22/2022	A00200355	West Kern Water District	I0069451	09/06/22	39000	314	5810	64991	27.53
78061427	09/22/2022	A00200355	West Kern Water District	I0069464	08/08/22	35000	000	5810	69700	81.60
78061428	09/22/2022	A00200355	West Kern Water District	I0069509	09-06-22	33428	310	5810	69200	42.93
						33528	310	5810	69200	42.93
						33588	310	5810	69200	85.84
78061429	09/22/2022	A00200360	Westec	I0069496	28274	11450	204	5641	09543	35,857.50
78061430	09/22/2022	A00286901	WinCraft, Incorporated	I0069498	810173	31000	423	4310	69100	376.00
						31000	423	5940	69100	39.25
78061431	09/22/2022	A00319010	XanEdu Publishing, Inc.	I0069476	8370-082422	31000	423	4110	69100	2,720.00
				I0069487	8907-090122	31000	423	4110	69100	1,050.00
78061432	09/26/2022	A002000164	Imprint	I0069570	10304176	31000	423	4310	69100	4,092.00
						31000	423	5940	69100	175.03
78061433	09/26/2022	A00200017A	P.I. Plumbing	I0069546	23583	11000	431	4310	65500	108.86
						11000	431	4310	69800	150.15
						35819	357	4310	69700	32.18
78061434	09/26/2022	A00327542	Alvarado, Cecilia	I0069563	092222	12676	351	4410	64900	96.25
78061435	09/26/2022	A00223048	AMS.NET	I0069576	0059249	31000	423	6414	69100	451.74
						32000	422	6415	69400	451.75
78061436	09/26/2022	A00200069	Bakersfield Californian	I0069566	080822	12676	301	5970	64900	3,000.00
78061437	09/26/2022	A00324134	Bell, Damon	I0069565	091222	12676	351	5710	64900	29.50
78061438	09/26/2022	A00200243	Blick Art Materials	I0069571	9085260	31000	423	4310	69100	421.80
78061439	09/26/2022	A00200109	Brown & Reich Petroleum, Inc	I0069568	31165	39000	314	4316	64991	127.09
						12433	314	4316	64991	22.43
78061439	09/26/2022	A00200109	Brown & Reich Petroleum, Inc	I0069575	31164	11000	432	4316	65100	250.16
						11000	431	4316	65500	240.83
						11000	432	4316	65300	87.65
						11000	352	4316	69610	304.61
78061440	09/26/2022	A00200119	C.A. Reding Company, Inc.	I0069537	642106	31000	423	5971	69100	5.08
78061441	09/26/2022	A00200127	California Dept. of Educatio	I0069585	4200037	31000	423	4110	69100	878.00
						31000	423	5940	69100	88.91
78061442	09/26/2022	A00200135	CAPED	I0069557	4DNR57Z8FLG	12433	314	5710	69800	625.00
78061443	09/26/2022	A00200139	Card Integrators	I0069606	00011759	11000	113	5643	67801	3,180.00
78061444	09/26/2022	A00200146	Carolina Biological Supply C	I0069552	51890427RI	11000	209	4311	04012	81.70
78061445	09/26/2022	A00303748	Caudle, Robbi N.	I0069603	090622	11000	202	5990	60100	62.52
78061446	09/26/2022	A00328473	CCC Physical Ed., Kinesiolog	I0069543	090122	11000	352	5210	69610	250.00
78061447	09/26/2022	A00283035	CCLC	I0069545	444	11000	352	5210	69610	700.00
78061448	09/26/2022	A00200161	CDW-G	I0069547	CL35074	11000	302	6415	63100	1,493.26
				I0069548	CK82095	12651	205	4311	12042	521.10
				I0069549	CJ22871	11000	209	4313	09011	70.44
78061449	09/26/2022	A00300282	Cisneros, Yasmin	I0069615	090222	11000	202	5990	60100	30.50
78061450	09/26/2022	A00200181	City of Taft	I0069610	101322	39000	314	5850	64991	9.11
78061451	09/26/2022	A00200181	City of Taft	I0069611	10/13/22	11000	431	5850	65700	1,991.17
						11000	431	5850	65500	40.64
78061452	09/26/2022	A00200200	Computerland of Silicon Vall	I0069581	283771	11000	202	5642	60100	300.00

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					11000	213	5642	10022	3,699.00
78061453	09/26/2022	A00200273Ebsco Subscription Service	I0069607 0468736.		12477	203	4211	61200	53.30
78061454	09/26/2022	A00319970Frayre, Jasmine A.	I0069594 09122022-A		11999	421	7412	73900	508.71
78061455	09/26/2022	A00283264Frontier California Inc.	I0069612 5734091022		11000	431	5840	65700	48.81
78061456	09/26/2022	A00302373Golden, Summer	I0069617 090522		11000	202	5990	60100	29.00
78061457	09/26/2022	A00200629Grainger	I0069579 9414792565		11000	431	4312	69800	152.16
78061458	09/26/2022	A00295200Guillen, Kaylee B.	I0069598 083122		11000	202	5990	60100	30.50
78061459	09/26/2022	A00200645Hardy Diagnostics	I0069569 2822116		11000	209	4311	04012	420.18
78061460	09/26/2022	A00306956Hartmann, Alexandria J.	I0069601 083122		11000	202	5990	60100	30.50
78061461	09/26/2022	A00244581Independent Fire and Safety,	I0069559 57486		11000	431	5631	65100	862.00
78061462	09/26/2022	A00304876Ingram Book Group LLC	I0069584 70856531		31000	423	4110	69100	119.60
78061462	09/26/2022	A00304876Ingram Book Group LLC	I0069584 70856531		31000	423	5940	69100	8.50
78061463	09/26/2022	A00210285Innovative Educators	I0069580 112691		12495	319	5505	61100	1,995.00
78061464	09/26/2022	A00320018Integrated DNA Technologies,	I0069550 9001989331		12700	421	4310	67900	1,366.12
78061465	09/26/2022	A00277752Jarrahian, Abbas	I0069593 090622		11000	209	4310	04013	12.07
78061466	09/26/2022	A00200712Kern County Supt. of Schools	I0069560 300459		11000	421	5911	67200	301.50
			I0069561 300460		11000	421	5911	67200	463.50
78061467	09/26/2022	A00200715Kern Electric Distributors	I0069551 592080		11000	431	4310	12042	404.64
			I0069605 592189		11000	431	4310	69800	105.52
78061468	09/26/2022	A00262851Lytle, Steve	I0069562 083022		11000	209	4311	04011	17.95
78061469	09/26/2022	A00253920Mancomm, Inc.	I0069574 151682		31000	423	4110	69100	2,658.84
78061470	09/26/2022	A00227772MBS Textbook Exchange, Inc.	I0069592 47-5230369		31000	423	4115	69100	1,153.75
					31000	423	5940	69100	82.25
78061471	09/26/2022	A00200567Mickelberry, Gracie	I0069564 091222		12676	351	5710	64900	45.63
78061472	09/26/2022	A00224086NICE	I0069613 7157383		11000	431	5840	65100	151.54
					11000	431	5840	65700	1,226.07
78061473	09/26/2022	A00200498Office Depot	I0069587 260516210001		11000	205	4310	12042	102.92
78061474	09/26/2022	A00327940Open Education Global, Inc.	I0069583 741-2021		11000	202	5210	60100	400.00
78061475	09/26/2022	A00200508P. G. & E.	I0069609 091522		11000	431	5830	65700	36,477.84
					39000	314	5830	64991	5,457.02
					12433	314	5830	69800	606.33
					33428	310	5830	69200	2,662.80
					33528	310	5830	69200	2,662.80
					33588	310	5830	69200	2,662.81
78061476	09/26/2022	A00274574Penguin Random House LLC	I0069556 1086069892		31000	423	4110	69100	211.59
78061477	09/26/2022	A00200522Pepsi-Cola Company	I0069539 90192160		32000	422	4410	69400	395.78
			I0069582 03652052		32000	422	4410	69400	696.16
78061478	09/26/2022	A00324115Perez, Jasmine R.	I0069616 090122		11000	202	5990	60100	30.50
78061479	09/26/2022	A00218940Roaring Spring Paper Product	I0069586 244792		31000	423	4310	69100	6,840.82
78061480	09/26/2022	A00319990Sepulveda-Hemma, Megan E.	I0069599 090722		11000	202	5990	60100	30.50
78061481	09/26/2022	A00200487Sierra School Equipment Co.	I0069589 408997		31000	423	6412	69100	903.78
78061482	09/26/2022	A00303183Southern Computer Warehouse,	I0069558 INV00725010S		12000	311	5990	64200	5.00
78061483	09/26/2022	A00200396Spurr	I0069614 125271		11000	431	5820	69700	1,365.41
					35827	357	5820	69700	207.73
					33428	310	5820	69200	120.21
					33528	310	5820	69200	60.10
					33588	310	5820	69200	60.11
78061484	09/26/2022	A00200417Sysco Food Service of Ventur	I0069541 279928769		33429	310	4411	69250	515.86
			I0069591 279928766		32000	422	4410	69400	10,356.25
					32000	422	4411	69400	1,403.39
					32000	422	4411	69400	690.40

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78061485	09/26/2022	A00200423	Taft City School District	I0069415	23-012	11000	432	4312	65500	63.05
						11000	432	5632	65500	304.00
						35000	360	5632	67701	625.58
				I0069536	23-012.	35828	357	5632	69700	1,632.39
78061486	09/26/2022	A00200862	Taft College Bookstore	I0069538	4547	12676	351	4310	64900	334.28
78061487	09/26/2022	A00200222	Taft Midway Driller	I0069555	08/18/22	12676	301	5970	64900	185.00
78061488	09/26/2022	A00200431	Taft Plumbing Co., Inc.	I0069597	49576	11000	431	5631	65100	5,575.00
78061489	09/26/2022	A00200432	Taft Union High School	I0069544	23-004	11000	352	5611	69612	557.14
78061489	09/26/2022	A00200432	Taft Union High School	I0069544	23-004	11000	352	5611	69613	417.86
78061490	09/26/2022	A00329900	Tejeda Rocha, Cecilia	I0069602	090722	11000	202	5990	60100	30.50
78061491	09/26/2022	A00326051	Tinoco, Emely	I0069600	083122	11000	202	5990	60100	29.00
78061492	09/26/2022	A00200282	True Value Home Center	I0069577	460192	11000	431	4310	65500	147.44
				I0069578	460097	11000	431	4310	65100	57.12
						11000	431	4310	65500	48.20
				I0069588	459076	39000	314	4310	64991	20.49
						12433	314	4310	69800	3.62
				I0069595	459736	11000	431	4310	65100	26.90
						35819	357	4310	69700	17.07
				I0069596	459343	11000	431	4310	65300	35.16
						11000	431	4310	65100	1.61
78061493	09/26/2022	A00200284	U.S. Foods	I0069540	3998636	32000	422	4410	69400	4,212.50
						32000	422	4411	69400	109.74
				I0069542	3998638	33429	310	4411	69250	60.60
78061493	09/26/2022	A00200284	U.S. Foods	I0069604	4164410	32000	422	4410	69400	2,577.34
78061494	09/26/2022	A00232538	Ward's Natural Science	I0069553	8810583527	11000	209	4311	04011	65.13
				I0069554	8810597485	11000	209	4311	04011	78.03
78061495	09/26/2022	A00294733	West Kern Adult Education Ne	I0069590	AUG 22	12603	125	7410	73100	73,856.00
78061496	09/26/2022	A00275443	WestAir Gases & Equipment In	I0069572	80464698	31000	423	4321	69100	101.84
				I0069573	11482094	31000	423	4321	69100	624.60
78061497	09/26/2022	A00330195	Westin San Diego Gaslamp Qua	I0069608	1547681	12495	319	5710	61900	1,052.56
78061498	09/26/2022	A00201081	Westside Waste Management Co	I0069567	28974	39000	314	5850	64991	72.21
										=====
								BANK TOTAL		2,937,961.13

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER AMOUNT	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
AOMEGA	09/08/2022	A00325895	Linde Gas & Equipment Inc.	P0059771	08/31/2022	08/31/2022			\$378.68
	09/18/2022	A00200425	Taft College	P0059856	09/12/2022	09/12/2022			\$423.76
		A00200498	Office Depot	P0059880	09/14/2022	09/14/2022			\$135.68
	09/20/2022	A00202979	Health First Corporation	P0059919	09/19/2022	09/19/2022			\$467.69

						TOTAL USER			\$1,405.81
ASALAZAR	09/20/2022	A00200498	Office Depot	P0059928	09/20/2022	09/20/2022			\$296.95
	09/21/2022	A00200498	Office Depot	P0059943	09/21/2022	09/21/2022			\$136.07

						TOTAL USER			\$433.02
BYOUNG	09/07/2022	A00259088	GT Software Inc.	P0059791	09/01/2022	09/01/2022			\$1,900.80
		A00260774	ITsavvy LLC	P0059790	09/01/2022	09/01/2022			\$10,992.70
	09/08/2022	A00200161	CDW-G	P0059836	09/08/2022	09/08/2022			\$58.95
	09/18/2022	A00223048	AMS.NET	P0059859	09/12/2022	09/12/2022			\$903.49
	09/21/2022	A00200139	Card Integrators	P0059852	09/12/2022	09/12/2022			\$3,180.00
		A00200200	Computerland of Silicon Vall	P0059887	09/15/2022	09/15/2022			\$34,710.50
		A00223048	AMS.NET	P0059910	09/16/2022	09/16/2022			\$13,728.00
	09/22/2022	A00278562	DAI Source	P0059893	09/15/2022	09/15/2022			\$10,856.36
	09/23/2022	A00200498	Office Depot	P0059947	09/21/2022	09/21/2022			\$200.95

						TOTAL USER			\$76,531.75
DDURAN	09/06/2022	A00327810	Minuteman Press	P0059801	09/02/2022	09/02/2022			\$441.82
	09/07/2022	A00200425	Taft College	P0059819	09/07/2022	09/07/2022			\$1,292.00
		A00200222	Taft Midway Driller	P0059823	09/07/2022	09/07/2022			\$470.00
	09/08/2022	A00200498	Office Depot	P0059827	09/07/2022	09/07/2022			\$106.13
				P0059752	08/30/2022	08/30/2022			\$195.05
				P0059753	08/30/2022	08/30/2022			\$2.17
		A00303183	Southern Computer Warehouse,	P0059821	09/07/2022	09/07/2022			\$5.00
		A00201119	Design Science, Inc.	P0059793	09/01/2022	09/01/2022			\$322.07
		A00251929	Oja, Michelle Elizabeth.	P0059755	08/30/2022	08/30/2022			\$43.28
		A00325603	Taintor, Amanda	P0059763	08/30/2022	08/30/2022			\$426.25
	09/13/2022	A00200656	Jacobi, Victoria J.	P0059863	09/12/2022	09/12/2022			\$385.00
		A00250001	Blake, Paul Anderson.	P0059868	09/13/2022	09/13/2022			\$19.99
		A00262851	Lytle, Steve	P0059855	09/12/2022	09/12/2022			\$26.25
		A00277752	Jarrahan, Abbas	P0059864	09/12/2022	09/12/2022			\$100.00
		A00327940	Open Education Global, Inc.	P0059869	09/13/2022	09/13/2022			\$400.00
	09/14/2022	A00200161	CDW-G	P0059829	09/07/2022	09/07/2022			\$784.44
	09/18/2022	A00295200	Guillen, Kaylee Breeann.	P0059884	09/14/2022	09/14/2022			\$30.50
		A00300282	Cisneros, Yasmin	P0059881	09/14/2022	09/14/2022			\$30.50
		A00302373	Golden, Summer	P0059883	09/14/2022	09/14/2022			\$29.00
		A00303748	Caudle, Robbi Nichole.	P0059897	09/15/2022	09/15/2022			\$62.52
	A00306956	Hartmann, Alexandria Janae.	P0059891	09/15/2022	09/15/2022			\$30.50	

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		A00319990	Sepulveda-Hemma, Megan Eliza	P0059888	09/15/2022	09/15/2022				\$30.50
		A00324115	Perez, Jasmine Rose.	P0059882	09/14/2022	09/14/2022				\$30.50
		A00326051	Tinoco, Emely	P0059890	09/15/2022	09/15/2022				\$29.00
		A00329900	Tejeda Rocha, Cecilia	P0059896	09/15/2022	09/15/2022				\$30.50
	09/19/2022	A00200432	Taft Union High School	P0059915	09/16/2022	09/16/2022				\$400.00
	09/20/2022	A00200222	Taft Midway Driller	P0059847	09/09/2022	09/09/2022				\$185.00
		A00200069	Bakersfield Californian	P0059854	09/12/2022	09/12/2022				\$3,000.00
		A00002482	May, James Patrick.	P0059920	09/19/2022	09/19/2022				\$50.00
				P0059921	09/19/2022	09/19/2022				\$450.00
				P0059922	09/19/2022	09/19/2022				\$249.00
		A00200498	Office Depot	P0059939	09/20/2022	09/20/2022				\$58.98
	09/21/2022	A00318642	Randy Witt Productions	P0059931	09/20/2022	09/20/2022				\$8,500.00
	09/23/2022	A00318642	Randy Witt Productions	P0059953	09/22/2022	09/22/2022				\$1,500.00
				P0059954	09/22/2022	09/22/2022				\$1,500.00
	09/26/2022	A00250001	Blake, Paul Anderson.	P0059966	09/26/2022	09/26/2022				\$50.00
		A00200498	Office Depot	P0059973	09/26/2022	09/26/2022				\$72.59
				P0059974	09/26/2022	09/26/2022				\$139.76
		A00330340	Plasterers Enterprises Inc	P0059975	09/26/2022	09/26/2022				\$31.62
	09/28/2022	A00327810	Minuteman Press	P0059993	09/28/2022	09/28/2022				\$1,578.66
		A00200862	Taft College Bookstore	P0059987	09/27/2022	09/27/2022				\$746.93

							TOTAL USER			\$23,835.51
DNAVARRO	09/01/2022	A00202515	ACCCA	P0059784	09/01/2022	09/01/2022				\$150.00
		A00277399	Sundgren, Lori Anne.	P0059785	09/01/2022	09/01/2022				\$451.12
		A00330194	CRLA	P0059783	09/01/2022	09/01/2022				\$590.00
	09/02/2022	A00330195	Westin San Diego Gaslamp Qua	P0059782	09/01/2022	09/01/2022				\$1,052.56
	09/08/2022	A00200498	Office Depot	P0059824	09/07/2022	09/07/2022				\$161.40
	09/13/2022	A00200862	Taft College Bookstore	P0059837	09/08/2022	09/08/2022				\$202.97
				P0059838	09/08/2022	09/08/2022				\$455.47
	09/26/2022	A00200498	Office Depot	P0059937	09/20/2022	09/20/2022				\$8.64
		A00200053	Apple Computer Inc.	P0059956	09/22/2022	09/22/2022				\$49.99
		A00200862	Taft College Bookstore	P0059952	09/22/2022	09/22/2022				\$37.35

							TOTAL USER			\$3,159.50
DRIOS	09/06/2022	A00200135	CAPED	P0059762	08/30/2022	08/30/2022				\$625.00
	09/07/2022	A00200354	Wells, Susan J.	P0059815	09/07/2022	09/07/2022				\$25.00
		A00300405	Markovits, Aaron	P0059816	09/07/2022	09/07/2022				\$1,358.00
	09/15/2022	A00200354	Wells, Susan J.	P0059853	09/12/2022	09/12/2022				\$25.00
		A00200508	P. G. & E.	P0059860	09/12/2022	09/12/2022				\$2,000.00
		A00300405	Markovits, Aaron	P0059839	09/08/2022	09/08/2022				\$300.00
		A00309285	The Home Depot Pro	P0059895	09/15/2022	09/15/2022				\$835.40
	09/22/2022	A00200161	CDW-G	P0059899	09/15/2022	09/15/2022				\$636.70

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		NUMBER	NAME	NUMBER	DATE				
	09/26/2022	A00200862	Taft College Bookstore	P0059945	09/21/2022	09/21/2022			\$1,000.00

						TOTAL USER			\$6,805.10
DVOHNOUT	09/08/2022	A00200400	Stinson's	P0059825	09/07/2022	09/07/2022			\$93.81
		A00200498	Office Depot	P0059818	09/07/2022	09/07/2022			\$297.79
				P0059789	09/01/2022	09/01/2022			\$129.06
	09/12/2022	A00200200	Computerland of Silicon Vall	P0059840	09/08/2022	09/08/2022			\$3,999.00
		A00200498	Office Depot	P0059841	09/08/2022	09/08/2022			\$234.92
	09/14/2022	A00200161	CDW-G	P0059843	09/08/2022	09/08/2022			\$193.36
	09/20/2022	A00200498	Office Depot	P0059933	09/20/2022	09/20/2022			\$33.35
	09/22/2022	A00200498	Office Depot	P0059946	09/21/2022	09/21/2022			\$56.43
	09/26/2022	A00305936	Brown, Angelica	P0059969	09/26/2022	09/26/2022			\$30.50
		A00320572	Eveland, Matthew Jesse.	P0059968	09/26/2022	09/26/2022			\$30.50
		A00326051	Tinoco, Emely	P0059967	09/26/2022	09/26/2022			\$30.50
		A00319978	Morales, Alexis Marie.	P0059970	09/26/2022	09/26/2022			\$62.50

						TOTAL USER			\$5,191.72
GDUNHAM	09/06/2022	A00200426	Taft College Cafeteria	P0059807	09/06/2022	09/06/2022			\$29.78
						TOTAL USER			\$29.78
HCASH	09/08/2022	A00329796	Farmer, Jonathan	P0059805	09/02/2022	10/21/2022			\$665.00
	09/18/2022	A00200161	CDW-G	P0059917	09/16/2022	09/30/2022			\$329.33
				P0059918	09/16/2022	09/30/2022			\$489.91
		A00200498	Office Depot	P0059916	09/16/2022	09/30/2022			\$366.67
	09/26/2022	A00330338	Pope Tech, LLC	P0059977	09/26/2022	09/30/2022			\$2,000.00

						TOTAL USER			\$3,850.91
JEDMAISTON	09/01/2022	A00200161	CDW-G	P0059600	08/09/2022	08/09/2022			\$428.87
	09/06/2022	A00200167	Central Valley Conference	P0059806	09/02/2022	09/02/2022			\$4,155.00
		A00230466	Classic Charter, Inc.	P0059788	09/01/2022	09/01/2022			\$1,698.00
	09/19/2022	A00200065	B & H Photo-Video, Inc.	P0059909	09/16/2022	09/16/2022			\$579.12
		A00200432	Taft Union High School	P0059912	09/16/2022	09/16/2022			\$975.00
		A00200862	Taft College Bookstore	P0059900	09/15/2022	09/15/2022			\$18.98
		A00281160	BSN Sports, LLC	P0059908	09/16/2022	09/16/2022			\$1,319.53
		A00283035	CCLC	P0059911	09/16/2022	09/16/2022			\$700.00
		A00328473	CCC Physical Ed., Kinesiology	P0059913	09/16/2022	09/16/2022			\$250.00
	09/21/2022	A00200282	True Value Home Center	P0059934	09/20/2022	09/20/2022			\$48.86
	09/27/2022	A00200161	CDW-G	P0059767	08/31/2022	08/31/2022			\$413.72
	09/29/2022	A00200400	Stinson's	P0059995	09/29/2022	09/29/2022			\$487.13
	09/30/2022	A00200282	True Value Home Center	P0060001	09/30/2022	09/30/2022			\$74.67
		A00220442	Serban Sound & Communication	P0060007	09/30/2022	09/30/2022			\$10,185.72

						TOTAL USER			\$21,334.60

Taft College Purchase Order Activity Report 1-September-2022 through 30-September-2022

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
JMADDING	09/06/2022	A00200308	Federal Express Corporation	P0059797	09/02/2022	09/02/2022			\$32.77
		A00200707	Keenan & Associates	P0059811	09/06/2022	09/06/2022			\$15,487.50
	09/07/2022	A00330180	Ives, John	P0059733	08/29/2022	08/29/2022			\$917.37
		A00270674	Public Agency Law Group	P0059813	09/06/2022	09/06/2022			\$3,738.00
	09/08/2022	A00200052	AP Architects	P0059834	09/08/2022	09/08/2022			\$1,175.00
		A00200396	Spurr	P0059749	08/30/2022	08/30/2022			\$85,429.00
	09/09/2022	A00330211	Cart Mart, Inc.	P0059814	09/07/2022	09/07/2022			\$43,509.29
	09/14/2022	A00200043	American Express	P0059879	09/14/2022	09/14/2022			\$16,704.47
	09/21/2022	A00200487	Sierra School Equipment Co.	P0059892	09/15/2022	09/15/2022			\$903.78
		A00312691	TC State Financial Aid Clear	P0059894	09/15/2022	09/15/2022			\$1,656,130.00
	09/27/2022	A00270674	Public Agency Law Group	P0059980	09/27/2022	09/27/2022			\$759.00
		A00200161	CDW-G	P0059983	09/27/2022	09/27/2022			\$87.96
	09/28/2022	A00200498	Office Depot	P0059990	09/28/2022	09/28/2022			\$125.99

						TOTAL USER			\$1,825,000.13
JROTHGEB	09/08/2022	A00200282	True Value Home Center	P0059826	09/07/2022	09/07/2022			\$11.24
				P0059828	09/07/2022	09/07/2022			\$23.80
			A00200862	Taft College Bookstore	P0059760	08/30/2022	08/30/2022		\$2,933.20
	09/20/2022	A00200064	B & B Surplus	P0059923	09/19/2022	09/19/2022			\$841.64
		A00209980	County of Kern	P0059925	09/19/2022	09/19/2022			\$234.00
	09/22/2022	A00200498	Office Depot	P0059792	09/01/2022	09/01/2022			\$262.79
	09/26/2022	A00200181	City of Taft	P0059971	09/26/2022	09/26/2022			\$9.11
		A00200862	Taft College Bookstore	P0059972	09/26/2022	09/26/2022			\$625.31

						TOTAL USER			\$4,941.09
KSTEARMAN	09/15/2022	A00253920	Mancomm, Inc.	P0059865	09/12/2022	09/12/2022			\$6,000.00
		A00275443	WestAir Gases & Equipment In	P0059861	09/12/2022	09/12/2022			\$500.00
				P0059862	09/12/2022	09/12/2022			\$1,948.50
	09/21/2022	A00200016	4Imprint	P0059930	09/20/2022	09/20/2022			\$20,000.00
	09/27/2022	A00200842	Southwest Signs & Promotiona	P0059981	09/27/2022	09/27/2022			\$20,000.00
	09/29/2022	A00304224	Itasca Books	P0059999	09/29/2022	09/29/2022			\$2,300.00

						TOTAL USER			\$50,748.50
LWHITE	09/09/2022	A00303443	Ellucian CampusLogic, Inc.	P0059835	09/08/2022	09/08/2022			\$33,686.00
	09/20/2022	A00200376	Amerio, Barbara J.	P0059878	09/14/2022	09/16/2022			\$402.63
	09/21/2022	A00200498	Office Depot	P0059927	09/20/2022	09/23/2022			\$85.70
	09/27/2022	A00200498	Office Depot	P0059732	08/26/2022	09/02/2022			\$192.00
			A00200862	Taft College Bookstore	P0059976	09/26/2022	09/30/2022		

						TOTAL USER			\$34,864.28
MBLANCO	09/01/2022	A00200235	Cutrona, Myisha J.	P0059777	08/31/2022	08/31/2022			\$9,700.00
	09/02/2022	A00200161	CDW-G	P0059770	08/31/2022	08/31/2022			\$422.32

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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
		A00200862	Taft College Bookstore	P0059787	09/01/2022	09/01/2022				\$2,165.00
		A00271247	Mendenhall, Janis Lee.	P0059759	08/30/2022	08/30/2022				\$2,110.00
		A00328288	Cal Pro Specialties	P0059786	09/01/2022	09/01/2022				\$654.17
	09/06/2022	A00285829	Paradise Balloon Designs	P0059800	09/02/2022	09/02/2022				\$1,162.96
		A00303183	Southern Computer Warehouse,	P0059809	09/06/2022	09/06/2022				\$5.00
		A00328288	Cal Pro Specialties	P0059799	09/02/2022	09/02/2022				\$4,037.81
	09/08/2022	A00327542	Alvarado, Cecilia	P0059832	09/07/2022	09/07/2022				\$75.63
	09/13/2022	A00200161	CDW-G	P0059850	09/12/2022	09/12/2022				\$46.80
		A00200567	Mickelberry, Gracie	P0059844	09/08/2022	09/08/2022				\$45.63
		A00303183	Southern Computer Warehouse,	P0059808	09/06/2022	09/06/2022				\$5.00
		A00328288	Cal Pro Specialties	P0059874	09/13/2022	09/13/2022				\$5,141.42
		A00200161	CDW-G	P0059875	09/13/2022	09/13/2022				\$2,401.34
		A00324134	Bell, Damon	P0059831	09/07/2022	09/07/2022				\$59.50
		A00328201	KWB Entertainment Inc.	P0059867	09/13/2022	09/13/2022				\$5,455.80
	09/20/2022	A00327637	Kennedy & Company	P0059907	09/15/2022	09/15/2022				\$32,500.00
		A00200235	Cutrona, Myisha J.	P0059901	09/15/2022	09/15/2022				\$702.64
		A00200423	Taft City School District	P0059885	09/14/2022	09/14/2022				\$1,632.39
		A00311504	Hovind, Giselle Renee.	P0059903	09/15/2022	09/15/2022				\$75.00
		A00321795	Butler, Quentin Lawrence.	P0059902	09/15/2022	09/15/2022				\$412.50
		A00327542	Alvarado, Cecilia	P0059886	09/15/2022	09/15/2022				\$150.00
		A00211077	Strata Information Group	P0059906	09/15/2022	09/15/2022				\$6,800.00
		A00328288	Cal Pro Specialties	P0059904	09/15/2022	09/15/2022				\$4,959.00
				P0059905	09/15/2022	09/15/2022				\$3,302.89
	09/22/2022	A00200161	CDW-G	P0059958	09/22/2022	09/22/2022				\$1,696.47
	09/23/2022	A00327542	Alvarado, Cecilia	P0059960	09/22/2022	09/22/2022				\$96.25
		A00200862	Taft College Bookstore	P0059965	09/23/2022	09/23/2022				\$10,173.77
	09/26/2022	A00200862	Taft College Bookstore	P0059964	09/23/2022	09/23/2022				\$56.25
		A00327542	Alvarado, Cecilia	P0059963	09/22/2022	09/22/2022				\$210.00
	09/30/2022	A00307141	Ruiz, Christopher Jess.	P0060003	09/30/2022	09/30/2022				\$5,000.00

							TOTAL USER			\$101,255.54
MCAMPOS	09/28/2022	A00252942	TC Federal Financial Aid Cle	P0059978	09/26/2022	09/26/2022				\$30,000.00

							TOTAL USER			\$30,000.00
MMATTHEWS	09/08/2022	A00200498	Office Depot	P0059750	08/30/2022	08/31/2022				\$102.92
		A00200655	Henry Schein, Inc.	P0059761	08/30/2022	09/02/2022				\$301.61
	09/18/2022	A00200655	Henry Schein, Inc.	P0059898	09/15/2022	09/20/2022				\$1,508.89
	09/22/2022	A00200655	Henry Schein, Inc.	P0059940	09/20/2022	09/23/2022				\$1,068.85
	09/23/2022	A00302543	Darby Dental Supply, LLC	P0059961	09/22/2022	09/28/2022				\$887.40

							TOTAL USER			\$3,869.67
MSILVEIRA	09/06/2022	A00303183	Southern Computer Warehouse,	P0059810	09/06/2022	09/06/2022				\$10.00

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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
							TOTAL USER			\$10.00
MTOFTE	09/12/2022	A00200273	Ebsco Subscription Service	P0059846	09/08/2022	09/08/2022				\$53.30
	09/22/2022	A00200161	CDW-G	P0059935	09/20/2022	09/20/2022				\$162.11
							TOTAL USER			\$215.41
MWHITE	09/06/2022	A00200282	True Value Home Center	P0059766	08/31/2022	08/31/2022				\$105.32
		A00202379	San Joaquin Fence & Supply	P0059757	08/30/2022	08/30/2022				\$5,549.00
		A00200282	True Value Home Center	P0059778	09/01/2022	09/01/2022				\$147.44
		A00200498	Office Depot	P0059794	09/01/2022	09/01/2022				\$57.69
		A00200715	Kern Electric Distributors	P0059781	09/01/2022	09/01/2022				\$792.34
		A00228756	Country Auto & Truck Taft	P0059780	09/01/2022	09/01/2022				\$88.74
	09/07/2022	A00200498	Office Depot	P0059795	09/02/2022	09/02/2022				\$440.79
		A00200282	True Value Home Center	P0059796	09/02/2022	09/02/2022				\$230.24
		A00200423	Taft City School District	P0059745	08/30/2022	08/30/2022				\$992.63
		A00329079	Rosedale Ceramic Tile and Ma	P0059768	08/31/2022	08/31/2022				\$34,250.00
		A00202335	Fastenal Industrial & Constr	P0059812	09/06/2022	09/06/2022				\$464.39
		A00285838	Sammy's Detail	P0059798	09/02/2022	09/02/2022				\$7,100.00
	09/08/2022	A00201081	Westside Waste Management Co	P0059683	08/22/2022	08/22/2022				\$68,500.00
	09/09/2022	A00200715	Kern Electric Distributors	P0059820	09/07/2022	09/07/2022				\$404.64
	09/13/2022	A00200862	Taft College Bookstore	P0059845	09/08/2022	09/08/2022				\$1,832.37
		A00201122	Home Depot Credit Services	P0059848	09/09/2022	09/09/2022				\$866.00
	09/15/2022	A00325452	Hillcrest Construction Compa	P0059756	08/30/2022	08/30/2022				\$1,506.38
		A00244581	Independent Fire and Safety,	P0059857	09/12/2022	09/12/2022				\$1,800.00
		A00200431	Taft Plumbing Co., Inc.	P0059871	09/13/2022	09/13/2022				\$5,575.00
		A00200662	Hobart Corporation	P0059872	09/13/2022	09/13/2022				\$5,495.57
	09/19/2022	A00200715	Kern Electric Distributors	P0059873	09/13/2022	09/13/2022				\$105.52
	09/20/2022	A00200017	A.P.I. Plumbing	P0059849	09/12/2022	09/12/2022				\$291.19
		A00200282	True Value Home Center	P0059870	09/13/2022	09/13/2022				\$43.97
	09/21/2022	A00200017	A.P.I. Plumbing	P0059876	09/13/2022	09/13/2022				\$14,885.00
	09/22/2022	A00200629	Grainger	P0059914	09/16/2022	09/16/2022				\$324.75
	09/23/2022	A00200423	Taft City School District	P0059938	09/20/2022	09/20/2022				\$650.00
		A00309285	The Home Depot Pro	P0059932	09/20/2022	09/20/2022				\$49.30
		A00327844	Baker Supplies and Repairs	P0059926	09/20/2022	09/20/2022				\$149.12
		A00200017	A.P.I. Plumbing	P0059942	09/21/2022	09/21/2022				\$900.00
	09/26/2022	A00200282	True Value Home Center	P0059955	09/22/2022	09/22/2022				\$52.24
		A00200311	Ferguson Enterprises, Inc.	P0059957	09/22/2022	09/22/2022				\$2,750.00
	09/27/2022	A00200282	True Value Home Center	P0059988	09/27/2022	09/27/2022				\$299.03
	09/29/2022	A00200423	Taft City School District	P0059924	09/19/2022	09/19/2022				\$461.32
							TOTAL USER			\$157,159.98
NFIGUEROA	09/02/2022	A00200355	West Kern Water District	P0059776	08/31/2022	08/31/2022				\$1,000.00

Taft College Purchase Order Activity Report 1-September-2022 through 30-September-2022

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		NUMBER	NAME	NUMBER	DATE					
	09/06/2022	A00271281	WKCCD-Taft College Grant Cle	P0059802		09/02/2022	09/02/2022			\$349.30
	09/07/2022	A00271281	WKCCD-Taft College Grant Cle	P0059803		09/02/2022	09/02/2022			\$3,300.00
	09/08/2022	A00200712	Kern County Supt. of Schools	P0059833		09/07/2022	09/07/2022			\$450.00
		A00304231	Higher Education Services, I	P0059842		09/08/2022	09/08/2022			\$393.25
	09/13/2022	A00313568	Pacris, Rica Zena Tapecc.	P0059877		09/13/2022	09/13/2022			\$125.00
		A00319970	Frayre, Jasmine Ariana.	P0059858		09/12/2022	09/12/2022			\$508.71
	09/15/2022	A00200862	Taft College Bookstore	P0059804		09/02/2022	09/02/2022			\$4,912.05
	09/22/2022	A00279084	Watts, Cliff Holloway.	P0059936		09/20/2022	09/20/2022			\$400.00

							TOTAL USER			\$11,438.31
SCRISS	09/21/2022	A00233959	California State University	P0059929		09/20/2022	09/20/2022			\$7,325.00

							TOTAL USER			\$7,325.00
TROWDEN	09/07/2022	A00200028	ACHRO/EEO Treasurer	P0059772		08/31/2022	08/31/2022			\$320.00
		A00300396	del Rosario, Heather Renee.	P0059773		08/31/2022	08/31/2022			\$831.38
		A00306660	Advanced Data Storage, Inc.	P0059741		08/29/2022	08/29/2022			\$1,500.00
		A00312575	CUPA-HR	P0059764		08/30/2022	08/30/2022			\$1,330.00
	09/08/2022	A00202272	VWR International	P0059822		09/07/2022	09/07/2022			\$3,003.48
		A00320018	Integrated DNA Technologies,	P0059817		09/07/2022	09/07/2022			\$1,366.12
	09/13/2022	A00286529	West Side Health Care Distri	P0059866		09/12/2022	09/12/2022			\$386.40
	09/21/2022	A00200182	City of Taft Police Departme	P0059941		09/21/2022	09/21/2022			\$493.00
		A00200238	Department of Justice	P0059944		09/21/2022	09/21/2022			\$362.00
	09/26/2022	A00200161	CDW-G	P0059949		09/21/2022	09/21/2022			\$353.71
		A00200238	Department of Justice	P0059950		09/21/2022	09/21/2022			\$273.00
		A00200433	Vibul Tangpraphaphorn, M.D.	P0059948		09/21/2022	09/21/2022			\$315.00
		A00250381	California Chamber of Commer	P0059962		09/22/2022	09/22/2022			\$399.00
		A00326613	Institute for Campus Safety,	P0059830		09/07/2022	09/07/2022			\$90.00

							TOTAL USER			\$11,023.09

**West Kern Community College District
Board of Trustees Meeting
October 12, 2022**

**Agenda Item 12.
A. Academic Employment**

1. Extra Duty Assignments

Item	Name	Assignment	Rate	Effective Date
a.	Abbott, Amar	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
b.	Finn, Mary Alice	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022
c.	Cahoon, Nathan	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
d.	Carlson, Kamala	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
e.	Jacobi, Victoria	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
f.	Lopez, Michelle	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022
g.	Mendenhall, Janis	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
h.	Mitchell, David	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
i.	Morris, Kelly	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022
j.	Murillo, Lilia	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022
k.	Oja, Michelle	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
l.	Pendergrass, Angela	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022
m.	Rangel-Escobedo, Juana	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
n.	Sutherland, Tammy	Faculty Extra Duty Assignment-CAPP	\$81.96	8/22/2022
o.	Sutherland, Tammy	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022
p.	White, Jacqueline	TUHS Personnel CAPP Outreach Activities	\$81.96	9/12/2022

2. Club Advisor Assignments Fall 2022

Item	Name	Assignment	Rate	Effective Date
a.	Beasley, Michelle	Club Advisor	\$1,839.50	8/22/2022
b.	Bogle, Darcy	Club Advisor	\$1,839.50	8/22/2022
c.	Getty, Shelley	Club Advisor	\$1,839.50	8/22/2022
d.	Golling, Leigh	Club Advisor	\$1,839.50	8/22/2022
e.	May, James	Club Advisor	\$1,839.50	8/22/2022
f.	Mendoza, Tina	Club Advisor	\$1,839.50	8/22/2022
g.	Oja, Michelle	Club Advisor	\$1,839.50	8/22/2022
h.	Roth, Rebecca	Club Advisor	\$1,839.50	8/22/2022
i.	Sutherland, Tammy	2022/2023 College Concurrent Program Advisor	\$2,461.44	8/22/2022
j.	Roth, Rebecca	CDTC Coordinator	\$1,500.00	10/6/2022
k.	Ward, Kelley	Dental Hygiene Board of CA 50 hour remediation course	\$1,348.55	10/6/2022

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2022-2023
 FOR THE MONTH ENDING SEPTEMBER 30, 2022**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	27,710,083	27,710,083	8,047,881	0	19,662,201
8800	Local Revenues	6,788,208	6,788,208	1,132,471	0	5,655,737
Summary		34,498,291	34,498,291	9,180,353	0	25,317,938

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2022-2023
 For the Month Ending September 30, 2022**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	11,042,647	11,043,109	1,876,827	0	9,166,282
2000	Classified & Other Nonacademic Sala	6,867,640	6,867,640	1,411,018	0	5,456,622
3000	Employee Benefits	9,352,583	9,352,121	1,859,611	358,330	7,134,179
4000	Supplies and Materials	771,680	768,674	63,201	79,658	625,815
5000	Other Operating Expenses & Services	5,152,088	5,154,543	995,568	2,189,131	1,969,843
6000	Capital Outlay	229,722	230,590	10,694	9,784	210,112
7000	Other Outgo	111,000	111,000	2,314	94,736	13,950
7200	Transfers	970,931	970,931	0	0	970,931
		34,498,291	34,498,608	6,219,233	2,731,640	25,547,735

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of September 2022**

Check Number	Check Date	Vendor Name	Description	Net Amount
78060972	Sep 7, 2022 12:00:00 AM	AMS.NET	AMS.Net Data Center - Core Switch Upgrade	39,982.28
78060977	Sep 7, 2022 12:00:00 AM	Black/Hall Construction	Black/Hall Const - Science Data Center Generator	25,620.74
78060977	Sep 7, 2022 12:00:00 AM	Black/Hall Construction	Black/Hall Const - Science Data Center Generator	93,788.27
78060979	Sep 7, 2022 12:00:00 AM	Burt Electric & Communications	Burt Electric Fiber Install 10 GB project	34,344
78060991	Sep 7, 2022 12:00:00 AM	FFP Fund V Lessee1, LLC	ForeFront Power - 22/23 Open PO	23,183.53
78061027	Sep 7, 2022 12:00:00 AM	Westec	WESTEC - 2022-23 Contract Education Agreement	17,928.75
78061285	Sep 15, 2022 12:00:00 AM	American Express	AMEX - August Charges	16,704.47
78061297	Sep 15, 2022 12:00:00 AM	Computerland of Silicon Valley	22-23 Creative Cloud/Adobe Licensing	16,425
78061315	Sep 15, 2022 12:00:00 AM	iHeartMedia Entertainment Inc	Inv.# 7818998088 - iHeart Media	80,160
78061316	Sep 15, 2022 12:00:00 AM	John Wiley & Sons, Inc.	Textbooks	19,172.81
78061335	Sep 15, 2022 12:00:00 AM	Rosedale Ceramic Tile and Marble, Inc.	Install New Tile in Training Room	34,250
78061338	Sep 15, 2022 12:00:00 AM	Sinclair Broadcast Group, Inc.	Digital Strategy - Advertising	78,000
78061339	Sep 15, 2022 12:00:00 AM	Southern Computer Warehouse, Inc.	Promise Laptop	46,360.23
78061368	Sep 22, 2022 12:00:00 AM	BarkleyREI, LLC	Web Re-design	17,312.5
78061379	Sep 22, 2022 12:00:00 AM	Ellucian CampusLogic, Inc.	Ellucian License	33,686
78061386	Sep 22, 2022 12:00:00 AM	ITSavvy LLC	ITSavvy CommVault Software Renewal 2022/23	10,992.7
78061388	Sep 22, 2022 12:00:00 AM	Keenan & Associates	Keenan - Palomar Express Cyber Liability premium	15,487.5
78061421	Sep 22, 2022 12:00:00 AM	TC State Financial Aid Clearing Account	TC Financial Aid State Clearing - 22-23 SSCG draw	1,656,130
78061424	Sep 22, 2022 12:00:00 AM	United Healthcare Insurance Company	22-23 Retiree RX - District Paid Insurance	20,955.2
78061424	Sep 22, 2022 12:00:00 AM	United Healthcare Insurance Company	22-23 Retiree RX - District Paid Insurance	21,217.14
78061425	Sep 22, 2022 12:00:00 AM	Vital Source	Textbooks	13,656.21
78061429	Sep 22, 2022 12:00:00 AM	Westec	WESTEC - 2022-23 Contract Education Agreement	35,857.5
78061475	Sep 26, 2022 12:00:00 AM	P. G. & E.	PGE - District - 22-23	50,529.6
78061484	Sep 26, 2022 12:00:00 AM	Sysco Food Service of Ventura	Food	12,450.04
78061495	Sep 26, 2022 12:00:00 AM	West Kern Adult Education Network JPA	2022-23 AEBG Pass-through to WKAEN	73,856
				\$ 2,488,050.47

ASO Balance Sheet

As of Sept. 30, 2022

Sept 30, 22

ASSETS

Current Assets

Checking/Savings

ASO Safe1 178,734.05

ASO Safe1 - Savings 143.88

Total Checking/Savings 178,877.93

Total Current Assets 178,877.93

TOTAL ASSETS 178,877.93

Restricted Funds

Anime and Above 1,692.00

Art Club 834.00

ASO Athletics 39,308.19

ASO General - Operating 78,076.92

ASSE 385.43

Baseball Club -297.85

Best Buddies 4,369.57

Cougar Echo 773.50

D.H. Class of 2023 3,050.00

DH Club General 2,851.89

ECE 3,218.99

Golf Club Mens 1,365.00

Golf Club Womens 1,121.25

Intersivity Club 1,543.19

Literary Club 1,831.53

NSLS Club 3,611.72

Performing Arts 2,402.62

Roleplaying Game Club 745.42

Soccer Club - Mens 2,293.84

Soccer Club - Womens 2,266.23

Social Science/ Research 3,239.31

Softball Club 2,078.29

Spectrum 1,482.45

STEM 3,855.40

TC Cares 609.00

TIL Reunion 1,461.73

Uniform Replacement 9,984.98

Veterans Club 1,639.91

Women's Athletic Club 1,387.51

Women's Basketball Club 1,695.91

Total Restricted Funds 178,877.93

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Emmanuel V Campos
 SUBMIT DATE
 Sep 01, 2022 03:05:52PM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 584060

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 **\$2,846.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND - STUDENT RECEIPTS	84096	0886	5490	\$2,846.00	\$2,846.00

TOTAL DEPOSIT: **\$2,846.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$2,846.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEP#230016

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: 09/01/2022 To 09/01/2022
Transaction Number from: 230016 To 230016
Date entered from: 00/00/0000 To 99/99/9999

J54605 DC0100 L.00.01 09/01/22 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
230016	09/01/2022	09/01/2022	STUDENT RECEIPTS		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
					2,846.00
					2,846.00
					2,846.00
					2,846.00

ENTERED BY: MXCB UNAPPROVED

TOTAL AMOUNT 2,846.00
DISTRICT TOTAL 2,846.00
GRAND TOTAL 2,846.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Emmanuel V Campos
 SUBMIT DATE
 Sep 01, 2022 03:04:18PM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 584059

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 **\$286.14**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$286.14	\$286.14

TOTAL DEPOSIT: **\$286.14**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$286.14 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEP#230015

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

J78 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 09/01/2022 To 09/01/2022
 Transaction Number from: 230015 To 230015
 Date entered from: 00/00/0000 To 99/99/9999

J54608 DC0100 L.00.01 09/01/22 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
230015	09/01/2022	09/01/2022	WKCCD Deposit		286.14
1.	78	Bookstore Sales	8/24-08/31/22	31000-423-8841-69100	286.14 *
				TOTAL AMOUNT	286.14 *
				DISTRICT TOTAL	286.14 *
				GRAND TOTAL	286.14 *

ENTERED BY: MXCB UNAPPROVED

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Emmanuel V Campos
 SUBMIT DATE
 Sep 01, 2022 03:02:49PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 584058

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 **\$59,908.96**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$715.90	\$715.90
RESTRICTED FUND	84097	0886	5490	\$480.00	\$480.00
CHILD DEVELOPMENT	84496	0886	5490	\$56,407.56	\$56,407.56
CAFETERIA	84699	0886	5490	\$2,305.50	\$2,305.50

TOTAL DEPOSIT: **\$59,908.96**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$59,908.96 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEP#230017

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: 09/01/2022 To 09/01/2022
 Transaction Number from: 230017 To 230017
 Date entered from: 00/00/0000 To 99/99/9999

J54604 DC0100 L.00.01 09/01/22 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
230017	09/01/2022	09/01/2022	WKCCD MISC DEPOSIT		
				ENTERED BY: MXCB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENT		11000-412-8876-67300	612.83
2.	78	INTEREST		11000-000-9526-00000	103.07
3.	78	PELL ADMIN ALLOWANCE		12000-353-8157-64600	480.00
4.	78	CAFETERIA SALES		32000-422-8841-69400	2,305.50
5.	78	CC CHILD CARE FOOD		33429-310-8159-69250	7,971.77
6.	78	CC CHILD CARE FOOD		33429-310-8621-69250	457.51
7.	78	CC EARLY HEAD START		33700-310-8892-69200	47,978.28
				TOTAL AMOUNT	59,908.96
				DISTRICT TOTAL	59,908.96
				GRAND TOTAL	59,908.96

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Emmanuel V Campos
 SUBMIT DATE
 Sep 01, 2022 10:10:13AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 583996

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 **\$2,250,303.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$1,766,756.00	\$1,766,756.00
RESTRICTED FUND	84097	0886	5490	\$483,547.00	\$483,547.00

TOTAL DEPOSIT: **\$2,250,303.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$2,250,303.00 CREDIT CARD: \$0.00
NOTES: 08-22 WKCCD School Apportionment QCC/QSS DEP#230014

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 Apportionment 08-22

DEPOSIT TRANSACTIONS
 Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 230014 To 230014
 Date entered from: 00/00/0000 To 99/99/9999

J54056 DC0100 L.00.01 09/01/22 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION		AMOUNT	A/R
LN.	DI	DETAIL DESCR	-FUND-ORG-ACCT-PROGR-			
230014	09/01/2022	09/01/2022	WKCCD Apportionment 08-22	ENTERED BY: MXCB UNAPPROVED		
1.	78	General Apportionment	11000-000-8612-00000		1,729,151.00	N
2.	78	Full Time Faculty Allocation	11000-000-8618-00000		28,339.00	N
3.	78	BOG Fee Waivers Admin	12551-353-8615-64600		3,447.00	N
4.	78	SFAA	12551-353-8625-64600		14,936.00	N
5.	78	EOPS	12000-303-8622-64300		56,121.00	N
6.	78	ER Financial Aid	12910-301-8699-64900		41,286.00	N
7.	78	CARE	12000-305-8624-64301		9,449.00	N
8.	78	DSPS	12000-311-8623-64200		29,276.00	N
9.	78	DSPS-Access to Print & Elec In	12000-311-8660-64200		814.00	N
10.	78	CalWorks	12600-309-8627-64992		11,692.00	N
11.	78	SEAP	12000-319-8644-00000		136,521.00	N
12.	78	CA College Promise	12573-353-8691-64600		14,048.00	N
13.	78	Financial Aid Technology	12569-353-8699-64600		3,773.00	N
14.	78	Veteran Resource Center	12000-318-8699-64800		2,243.00	N
15.	78	SWF-Local	12643-223-8647-00000		22,172.00	N
16.	78	AEBG - WKAEN	12603-125-8643-68900		73,856.00	N
17.	78	Mental Health Support	12655-351-8699-64400		10,476.00	N
18.	78	Basic Needs Centers	12677-301-8699-64900		16,658.00	N
19.	78	Student Food & Housing Support	12679-320-8699-00000		15,184.00	N
20.	78	Undocumented resources liasons	12909-351-8699-00000		5,248.00	N
21.	78	Guided pathways	12653-301-8699-63900		16,347.00	N
22.	78	Part-time Faculty compensation	11006-201-8633-00000		9,266.00	N
TOTAL AMOUNT					2,250,303.00	*
DISTRICT TOTAL					2,250,303.00	**
GRAND TOTAL					2,250,303.00	***

General Apportionment	11000-000-8612-00000	1,729,151
EPA	11005-000-8616-00000	
Full Time Faculty Allocation	11000-000-8618-00000	28,339
Part-time Faculty Compensation	11006-201-8633-00000	9,266
Part-time Faculty Office Hours	11006-201-8633-00000	
Unrestricted Lottery Allocation	11477-000-8681-00000	
State Mandated Costs	11971-000-8691-00000	
BOG Fee Waivers Admin	12551-353-8615-64600	3,447
S.F.A.A.	12551-353-8625-64600	14,936
E.O.P.S.	12000-303-8622-64300	56,121
Emergency Financial Aid	12910-301-8699-64900	41,286
C.A.R.E.	12000-305-8624-64301	9,449
D.S.P.S.	12000-311-8623-64200	29,276
DSPS - Access to Print & Electronic Info	12000-311-8660-64200	814
CalWorks	12600-309-8627-64992	11,692
Student Success Completion	12549-353-8699-64600	
Student Equity & Achievement (SEAP)	12000-319-8644-00000	136,521
California College Promise	12573-353-8691-64600	14,048
Financial Aid Technology	12569-353-8699-64600	3,773
Veterans Resource Center	12000-318-8699-64800	2,243
Strong Workforce Program - Local	12643-223-8647-00000	22,172
Adult Education Block Grant	12603-125-8643-68900	73,856
Mental Health Support	12655-351-8699-64400	10,476
Basic Needs Centers	12677-301-8699-64900	16,658
Student Food and Housing Support	12679-320-8699-00000	15,184
Undocumented Resources Liaisons	12909-351-8699-00000	5,248
Guided Pathways	12653-301-8699-63900	16,347
TOTAL APPORTIONMENT ADJUSTMENTS		-
	Fund #11	1,766,756
	Fund #12	483,547
	Total Scheduled WKCCD Revenue	*OVER/(UNDER) Budget
		2,250,303
	Not Listed on CCCO Schedule (back out)	-
	Total:	2,250,303
	Per CCCCO AD/P1/P2 Schedule	

REP# 230014

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Emmanuel V Campos
SUBMIT DATE
Sep 16, 2022 08:53:42AM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
585145

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 **\$8,636.27**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS 090122-091422	84096	0886	5490	\$8,636.27	\$8,636.27

TOTAL DEPOSIT: **\$8,636.27**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$8,636.27 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT#230018**

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 STUDENT RECPTS

DEPOSIT TRANSACTIONS
Date last used from: 00/00/0000 To 99/99/9999
Transaction Number from: 230018 To 230018
Date entered from: 00/00/0000 To 99/99/9999

J67101 DC0100 I.00.01 09/16/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION		AMOUNT
LN.	DI	DETAIL	DESCR	-FUND-ORG-ACCT-PROGR-	
230018	09/16/2022	09/16/2022	WKCCD Deposit - Student Recpts	ENTERED BY: MXCB UNAPPROVED	
1.	78	STUDENT RECEIPTS	090122-091422	11000-000-9161-00000	8,636.27
				TOTAL AMOUNT	8,636.27
				DISTRICT TOTAL	8,636.27
				GRAND TOTAL	8,636.27

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Emmanuel V Campos
SUBMIT DATE
Sep 16, 2022 08:56:38AM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
585149

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 **\$92,594.39**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$92,594.39	\$92,594.39

TOTAL DEPOSIT: **\$92,594.39**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$92,594.39 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEP#230019

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 BOOKSTORE SALES

DEPOSIT TRANSACTIONS
Date last used from: 00/00/0000 To 99/99/9999
Transaction Number from: 230019 To 230019
Date entered from: 00/00/0000 To 99/99/9999

J67113 DC0100 L.00.01 09/16/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS										
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-						AMOUNT
LN.	DI	DETAIL	DESCR							
230019	09/16/2022	09/16/2022	WKCCD DEPOSIT - BOOKSTORE SLS	ENTERED BY: MXCB UNAPPROVED						
1.	78	BOOKSTORE SALES	090122-091422	31000-423-8841-69100					92,594.39	
								TOTAL AMOUNT	92,594.39	
								DISTRICT TOTAL	92,594.39	
								GRAND TOTAL	92,594.39	

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Emmanuel V Campos
 SUBMIT DATE
 Sep 16, 2022 09:22:22AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 585158

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 \$1,195,166.83

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$46,267.46	\$46,267.46
RESTRICTED FUND	84097	0886	5490	\$19,033.97	\$19,033.97
CHILD DEVELOPMENT	84496	0886	5490	\$833,832.52	\$833,832.52
TIL	84697	0886	5490	\$245,314.03	\$245,314.03
BOOKSTORE	84698	0886	5490	\$36,911.57	\$36,911.57
CAFETERIA	84699	0886	5490	\$13,807.28	\$13,807.28

TOTAL DEPOSIT: \$1,195,166.83

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,195,166.83 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEP#230020

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
 #KCCD DEPOST MISC RECEIPTS

DEPOSIT TRANSACTIONS
 Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 230021 To 230021
 Date entered from: 00/00/0000 To 99/99/9999

J67216 DC0100 L.00.01 09/16/22 PAG1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
230021	09/16/2022	09/16/2022	WKCCD Deposit - Misc Deposits	ENTERED BY: MXCB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENT	11000-412-8876-67300		2,608.07
2.	78	DEGREE VERIFY	11000-301-8879-64500		276.00
3.	78	CA ST UNCLAIM PROP	11000-000-8892-00000		1,009.19
4.	78	WEST KERN OPEB	11000-412-5990-73900		41,500.00
5.	78	TRANSCRIPT FEES	11000-000-8879-00000		874.20
6.	78	DHS ADMIN - CALWORKS	12602-309-8839-64992		1,508.42
7.	78	DH CLINIC REV	12650-205-8892-12042		245.00
8.	78	LIBRARY PROGS	12201-203-8892-61200		261.69
9.	78	FOUNDATION SALARIES	12000-114-8892-70999		17,018.86
10.	78	BOOKSTORE	31000-423-8841-69100		36,911.57
11.	78	UNCLAIM CREDIT BAL - SYSCO	32000-422-4310-69400		71.52
12.	78	CAFETERIA SLS	32000-422-8841-69400		13,735.76
13.	78	CC CHILD CARE FOOD	33429-310-8159-69200		9,242.24
14.	78	CC GENERAL	33428-310-8621-69200		217,320.00
15.	78	CC STATE PRESCHOOL	33528-310-8621-69200		318,942.00
16.	78	CC EARLY HEAD START	33700-310-8892-69200		17,612.28
17.	78	CC MIGRANT BILINGUAL	33591-310-8621-69200		67,493.00
18.	78	CC MIGRANT ED GRANT	33588-310-8621-69200		203,223.00
19.	78	TIL REGIONAL CENTERS	39000-314-8699-64991		245,314.03
TOTAL AMOUNT					1,195,166.83
DISTRICT TOTAL					1,195,166.83
GRAND TOTAL					1,195,166.83

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
Emmanuel V Campos
 SUBMIT DATE
Sep 27, 2022 11:07:03AM
 PROCESS DATE
NOT PROCESSED AT THIS TIME
 EROD NO.
585967

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 **\$1,106,771.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND - EPA Prop 30	84096	0886	5490	\$1,106,771.00	\$1,106,771.00

TOTAL DEPOSIT: **\$1,106,771.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$1,106,771.00 CREDIT CARD: \$0.00 NOTES: EPA (Prop 30)

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

Manny Campos

From: Nancy Figueroa
Sent: Monday, September 26, 2022 3:37 PM
To: Manny Campos; Nick Valsamides
Subject: RE: request for erod

Hello,

EPA (Prop 30) : 11005-000-8616-00000 - \$1,106,771.00

I will do the CR to record the cash. If you have any questions let me know!

Sincerely,

Nancy Figueroa

Accounting Technician
Taft College - Business Office
nfigueroa@taftcollege.edu
(661) 763-7933

dep # 230023

From: Christina J. Linck <linckc@kerncounty.com>
Sent: Monday, September 26, 2022 3:12 PM
To: Amanda Bauer <abauer@taftcollege.edu>; Manny Campos <mcampos@taftcollege.edu>; Mindy Jewell <mjewell@taftcollege.edu>; Nancy Figueroa <nfigueroa@taftcollege.edu>
Cc: Joebyrne Cabahug <cabahugj@kerncounty.com>; Angelica Leon <leona@kerncounty.com>; Rachel Medrano <medranor@kerncounty.com>; Eva Rios <riose@kerncounty.com>
Subject: Re: request for erod

Good Afternoon,

Correction to previous notice that was sent. This is not lottery funds. This is Prop 30 funds. Please see the attached schedule.

Christina Linck

Accounting
Kern County Treasurer-Tax Collector
1115 Truxtun Avenue, 2nd Floor
Bakersfield, CA 93301
Direct: (661) 868-3416
Fax: (661) 868-3409
Email: linckc@kerncounty.com

From: Eva Rios <riose@kerncounty.com>
Sent: Monday, September 26, 2022 2:06 PM
To: abauer@taftcollege.edu <abauer@taftcollege.edu>; mcampos@taftcollege.edu <mcampos@taftcollege.edu>; Mindy Jewell <mjewell@taftcollege.edu>; Nancy Figueroa <nfigueroa@taftcollege.edu>
Cc: Christina J. Linck <linckc@kerncounty.com>; Joebyrne Cabahug <cabahugj@kerncounty.com>; Angelica Leon <leona@kerncounty.com>; Rachel Medrano <medranor@kerncounty.com>
Subject: request for erod

LOTTERY

Please submit an E-ROD today for Lottery Apportionment:

West Kern Community College: **\$1,106,771.00**

Mark your E-ROD as being submitted at the Tax Collectors Office as a Direct Deposit.

Thank You

***** This is an EXTERNAL EMAIL. Stop and think before replying, clicking links or opening attachments.

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078 WEST KERN COMM. COLLEGE
 WKCCD EPA prop30 Fund

DEPOSIT TRANSACTIONS
 Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 230023 To 230023
 Date entered from: 00/00/0000 To 99/99/9999

J75255 DC0100 L.00.01 09/28/22 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
230023	09/27/2022	09/28/2022	WKCCD EPA Prop 30			
1.	78	EPA Prop 30		11005-000-8616-00000		
				ENTERED BY: MXCB		UNAPPROVED
				TOTAL AMOUNT	1,106,771.00	N
				DISTRICT TOTAL	1,106,771.00	**
				GRAND TOTAL	1,106,771.00	***

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Emmanuel V Campos
 SUBMIT DATE
 Sep 28, 2022 04:42:05PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO. 586133

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 **\$4,889,057.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$3,591,543.00	\$3,591,543.00
RESTRICTED FUND	84097	0886	5490	\$1,297,514.00	\$1,297,514.00

TOTAL DEPOSIT: **\$4,889,057.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC **ACCOUNT DEPOSITED:** General **CASH:** \$0.00 **CHECKS:** \$0.00 **DIRECT DEPOSIT:** \$4,889,057.00 **CREDIT CARD:** \$0.00
NOTES: DEP#230022 Sep 2022 Apportionment

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

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
230022	09/28/2022	09/28/2022	WKCCD Apportionment	09-22		
					ENTERED BY: MXCB	UNAPPROVED
1.	78	General Apportionment		11000-000-8612-00000	3,535,136.00	N
2.	78	Full Time Faculty Allocation		11000-000-8618-00000	42,509.00	N
3.	78	Part-time Faculty Compensation		11006-201-8633-00000	13,898.00	N
4.	78	BOG Fee Waivers Admin		12551-353-8615-64600	5,171.00	N
5.	78	SFAA		12551-353-8625-64600	22,403.00	N
6.	78	EOPS		12000-303-8622-64300	84,182.00	N
7.	78	Emergency Financial Aid		12910-301-8699-64900	61,928.00	N
8.	78	CARE		12000-305-8624-64301	14,175.00	N
9.	78	DSPS		12000-311-8623-64200	43,915.00	N
10.	78	DSPS - Access to Print & Elect		12000-311-8660-64200	1,222.00	N
11.	78	CalWorks		12600-309-8627-64992	17,538.00	N
12.	78	SEAP		12000-319-8644-00000	204,781.00	N
13.	78	CA College Promise		12573-353-8691-64600	21,070.00	N
14.	78	Financial Aid Technology		12569-353-8699-64600	5,660.00	N
15.	78	Veterans Resource Center		12000-318-8699-64800	3,365.00	N
16.	78	SWF-Local		12643-223-8647-00000	33,259.00	N
17.	78	Adult Education Block Grant		12603-125-8643-68900	110,783.00	N
18.	78	Mental Health Support		12655-351-8699-64400	15,715.00	N
19.	78	Basic Needs Centers		12677-301-8699-64900	24,986.00	N
20.	78	Student Food and Housing Suppo		12679-320-8699-00000	22,778.00	N
21.	78	Undocumented Resources Liasons		12909-351-8699-00000	7,872.00	N
22.	78	Guided Pathways		12653-301-8699-63900	24,521.00	N
23.	78	TANF		12599-309-8632-64992	15,073.00	N
24.	78	Perkings Grant		12560-223-8158-09565	40,276.00	N
25.	78	Retention & Outreach (SB85)		12676-351-8699-00000	137,867.00	N
26.	78	Systemwide Tech & Data Securit		12912-202-8699-00000	14,000.00	N
27.	78	Zero Textbook Cost Prg		12912-202-0000-60100	5,600.00	N
28.	78	Covid19 - Recovery Block Grant		12755-421-8699-00000	359,374.00	N
				TOTAL AMOUNT	4,889,057.00	*
				DISTRICT TOTAL	4,889,057.00	**
				GRAND TOTAL	4,889,057.00	***

**West Kern Community College District
Board of Trustees Meeting
October 12, 2022**

B. Non-Academic Employment

1. Classified

Item	Name	Assignment	Range/ Step	FTE	Rate	Effective Date
a.	Brown, Brittany	Interim Intake Technician	20A	A/N	\$23.32	9/13/2022
b.	Jewell, Valerie	Substitute Direct Support Coordinator	13A	A/N	\$19.88	9/18/2022
Temporary Counseling Center/Admissions & Records						
c.	Montoya, Donna	Technician I	16A	A/N	\$24.47	9/19/2022
d.	Powell, Cindi	Lead Direct Support Coordinator	15I	100.0%	\$27.51	10/3/2022
e.	Romero, Victor	Bookstore Clerk I	10B	47.5%	\$19.96	10/3/2022
f.	Sun, Kevin	Bookstore Clerk I	10B	47.5%	\$19.96	10/3/2022
g.	White, Katalyn	Substitute Cashier	18A	A/N	\$22.10	10/4/2022
h.	Dumbrigue, Joanne	Temporary Outreach Coordinator & Academic Advisor	23G	A/N	\$30.84	10/5/2022
i.	Quick, Kennedy	Food Services Worker I	7A	47.5%	\$18.18	10/17/2022
j.	Duran Bravo, Vanessa	CDC Teacher	12A	100.0%	\$19.58	10/10/2022
k.	Campos, Estrella	CDC Associate Teacher	5A	47.5%	\$17.64	10/17/2022

**West Kern Community College District
Board of Trustees Meeting
October 12, 2022**

C. Separations

1. Academic

Item	Name	Assignment	Status	Effective Date
a.				

2. Classified

Item	Name	Position	Status	Effective Date
a.				

3. Administration

Item	Name	Position	Status	Effective Date
a.				

4. Confidential

Item	Name	Position	Status	Effective Date
a.				