

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

August 14, 2019

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.*

4:00 p.m. Tour – Taft College Gymnasium

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

3. ADJOURN TO CLOSED SESSION
 - A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS
5. PLEDGE OF ALLEGIANCE
6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
7. GENERAL COMMUNICATIONS
8. QUARTERLY INVESTMENT REPORTS
9. PRESENTATION - Title IX Overview
10. APPROVAL OF MINUTES - Regular Meeting Held June 5, 2019
11. NEW BUSINESS:
 - A. Information Item - Updated Board Policies
 - #2100 - Board Elections
 - #3430 - Prohibition of Harassment
 - #3810 - Claims Against the District
 - #4250 - Probation, Dismissal and Readmission
 - #5015 - Residence Determination
 - #5020 - Non-Resident Tuition
 - #5050 - Student Success and Support Program
 - #7340 - Leaves
12. CONSENT AGENDA (Items A - O)
 - A. Information Item - President's and Vice Presidents Lists Spring 2019

- B. Request for Approval – Contract with Strata Information Group (SIG) for Consulting Services for Financial Aid During the 2019-20 Academic Year; 88-96 Hours; Up to \$19,720.00
- C. Request for Approval – Agreement with Foundation for California Community Colleges (FCCC) to Provide Microsoft Campus Agreement 2019 with Computerland of Silicon Valley; 9/16/19 -9/15/20; \$34,411.00
- D. Request for Approval – New Alternative Fuel Vehicle Purchase through the Public Benefit Grants Program; District to Pay Taxes Only
- E. Request for Approval – Consultant Agreement with McNeil and Associates, LLC for Professional Development Services; 9/1/19 – 6/30/20; For up to 7 Employees at the Cost of \$3,150.00 per Month, \$3,000 (Travel Inclusive) for Face-to-Face Session/Meeting Day
- F. Request for Approval – Agreement with Dr. Idahlynn Karre – Consultant for Management and Leadership Training; \$2,700.00 per Session Up to Eight Sessions (Includes Travel and Expenses); District Will Pay for Hotel Accommodations
- G. Request for Approval – Annual Renewal of IBM SPSS Statistics Base Concurrent User Subscription and Support – Quote #18423844; 9/1/19 – 8/31/20; \$12,065.90
- H. Request for Ratification – 3-Year Renewal Agreement with Daikin for Chiller Maintenance; Effective 8/1/19; Year One Cost of \$1,070.25
- I. Request for Approval – Aramark Uniform Services Contract; Effective for 36 Months; \$534.84 per Month
- J. Request for Ratification – CPR/AED Training for Administrators and Campus Safety Personnel Provided by Cintas Corp.; 26 Personnel Total Cost \$2,522.00
- K. Request for Ratification – Agreement with AVID for Higher Education – Membership, Professional Development Trainings, Materials and Resources; 7/1/19 – 6/30/20; \$900.00 plus Applicable Taxes
- L. Request for Approval – Two-Year Contract Renewal with CAKE Corporation for Point-of-Sale System for Cafeteria; 24 Month Service Agreement; \$49.00 per Month
- M. Request for Approval – Training Services Agreement with Westside Energy Services Training and Education Center, Inc. (WESTEC) – Active Shooter Training for Faculty and Staff; 8/23/19; Flat Fee of \$350.00
- N. Request for Approval – Facility Request for West Side Recreation and Parks District (WSRPD) Gymnasium; 8/20/19; \$195.00 for WSRPD Labor

O. Ratification of the July 2019 Vendor Check & Purchase Order Registers

13. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

14. EMPLOYMENT

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

15. REPORTS:

- A. Financial Reports (For Information)
 - 1. Revenue Accounts (Account Level 1) FY 2019/20
 - 2. Expenditure Accounts (Account Level 1) FY 2019/20
 - 3. Expenditure Detail of \$10,000.00 or Greater, July 2019
 - 4. Student Organization and Special Accounts, July 2019
 - 5. Funds Deposited in County Treasury, July 2019
 - 6. Report of Investments at U.S. Bank Global Corporate Trust Services and the Bank of New York Mellon Trust Company, N.A. as of June 30, 2019
- B. Trustee Reports
- C. Academic Senate Report
- D. Reports from Staff and Student Organizations

16. REPORT OF THE SUPERINTENDENT

17. NEXT MEETING DATE

The next regular meeting is scheduled for Wednesday, September 11, 2019, at 5:00 p.m.

18. CONTINUATION OF CLOSED SESSION (If Necessary)

19. ADJOURNMENT

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

REGULAR MEETING

July 10, 2019

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:01 p.m. by President Dawn Cole. Trustees Michael Long, Dr. Kathy Orrin and Billy White were present. Secretary Emmanuel Campos was absent. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:02 p.m. it was moved by Trustee Orrin, seconded by Trustee Long 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)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
- E. Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Designated Representative: Board President
Unrepresented Employee: Superintendent/President
- F. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
- H. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 5:42 p.m., it was moved by Trustee Orrin, seconded by Trustee White and unanimously carried, to reconvene in Public Session. President Cole reported there was action taken in Closed Session.

On the item PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT, GOVERNMENT CODE SECTION 54957, the Board took action by the following vote to deny an appeal

of a complaint submitted by Guillermo Alvarez. The vote was 4 to 0, with all members voting yea and no members noting nay.

Yes: Dawn Cole, Michael Long, Dr. Kathy Orrin and Billy White

No: None

Abstain: None

Absent: Emmanuel Campos

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

GENERAL COMMUNICATIONS

A letter of gratitude was read from Athletic Director Kanoe Bandy. Dr. Daniels also introduced the Executive Director of Institutional Research and Planning, Xiaohong Li.

APPROVAL OF MINUTES

On a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the minutes of the Regular Meeting held June 5, 2019 were approved.

NEW BUSINESS

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

On a motion by Trustee Long, seconded by Trustee White and unanimously approved, the public hearing was declared open at 6:04 p.m. No comments were made. On a motion by Trustee Long, seconded by Trustee White and unanimously approved, the public hearing was declared closed at 6:55 p.m.

Dr. Daniels said that Items A-D are recommended for approval so that bargaining units may continue to negotiate contracts in the 2019/20 fiscal year.

Request for Approval - Presentation of the Taft College Faculty Association CTA/NEA Reopener for FY 2019/20

On a motion by Trustee Long, seconded by Trustee Orrin and unanimously carried, the request was approved.

Request for Approval - Presentation of the Taft College CSEA Chapter #543, Reopener for FY 2019/20 (No Action)

On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the request was approved.

Request for Approval – Presentation of the WKCCD Reopener Proposal with the Taft College Faculty Association CTA/NEA for FY 2019/20 (No Action)

On a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the request was approved.

Request for Approval – Presentation of the WKCCD Reopener Proposal with the Taft College CSEA Chapter #543 for FY 2019/20 (No Action)

On a motion by Trustee Long, seconded by Trustee Orrin and unanimously carried, the request was approved.

Request for Ratification – 2019-2023 Contract for Dr. Debra Daniels, WKCCD Superintendent/President

On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the request was approved.

Second Reading and Request for Approval – Tentative Agreement Between Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District – Club Advisor Stipends, Implementation 7/1/19

Dr. Daniels reported that this agreement would raise the number of club advisor stipends from 8 to 11 and would better serve the growing student population. On a motion by Trustee Long, seconded by Trustee Orrin and unanimously carried, the request was approved (copy attached to official minutes).

Second Reading and Request for Approval – Tentative Agreement Between Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District – Campus Security Video Monitoring and Surveillance Technology, Implementation 7/1/19

Dr. Daniels said that this agreement addresses the use of public video monitoring in specific terms within the Faculty bargaining agreement. On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the request was approved (copy attached to official minutes).

Second Reading and Request for Approval – Tentative Agreement Between Taft College Faculty Association (TCFA/CTA/NEA) and West Kern Community College District – Faculty Evaluation Process, Implementation 8/1/19

Dr. Daniels told the Board that this agreement would clean up language in the current process as well as to document past practice as recognized by the bargaining committee. On a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the request was approved (copy attached to official minutes).

Second Reading and Request for Approval - Board Policy #3502 - Campus Security Cameras

Dr. Daniels told the Board that this policy documents the use and intent of the security cameras on campus (copy attached to official minutes). On a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the request was approved.

CONSENT AGENDA:

- A. Information Item - Annual List of Board Policies and Administrative Procedures Action for 2018-19
- B. Request for Ratification - 2019-20 Contract Education Agreement between WESTEC and WKCCD; 7/1/19 - 6/30/20
- C. Request for Approval - Cooperative Work Experience Education (CWEE) Plan (AP 4103)
- D. Request for Approval - California Virtual Campus-Online Education Initiative (CVC-OEI) Subaward Agreement, District to be Awarded \$100,000.00; Term is One Year
- E. Request for Approval - Resolution No. 2019/20-02 and Agreement with California Department of Education to Provide Migrant Specialized Services, Contract #CMSS-9005; 7/1/19-6/30/20; Grant is up to \$98,159.00
- F. Request for Approval - Resolution No. 2019/20-03 and Agreement with California Department of Education to Provide Migrant Child Care Contract #CMIG-9005; 7/1/19 - 6/30/20; Grant is up to \$706,722.00
- G. Request for Approval - Resolution No. 2019/20-04 and Agreement with California Department of Education to Provide General Child Care and Development Programs Contract #CCTR-9056; 7/1/19 - 6/30/20; Grant is up to \$709,075.00
- H. Request for Approval - Resolution No. 2019/20-01 and Agreement with California Department of Education to Provide Services Under the State Preschool Program Contract #CSPP-9133; 7/1/19 - 6/30/20; Grant is up to \$806,433.00
- I. Request for Approval - WKCCD 2019-20 Accident Insurance Renewal for Students/Intercollegiate Athletes; 8/1/19 - 7/31/20; \$50,026.00
- J. Request for Approval - AMS.net Annual Support Coverage, Quote #Q-00036352, CISCO Network Hardware; \$17,403.65
- K. Request for Approval - ITSavvy, LLC. - CommVault Software Support Renewal - Quote #3242596; 9/1/19 - 8/31/20; \$10,830.65

- L. Request for Ratification – Contract for Professional Services with Amber Anderson for Assistance and Training Staff Regarding Procedures and Processes with Admissions and Records Mandated Reporting; 7/1/19 – 6/30/20; \$100.00 per Hour Not to Exceed 100 Hours
- M. Request for Approval – Employment Credentials Project Memorandum of Understanding with Yosemite Community College District; Up to \$5,000.00
- N. Request for Ratification – Proposal from Daikin for Chiller Repair; \$4,243.00
- O. Request for Ratification – 2019-20 Renewal of Liebert Cassidy Whitmore (LCW) Central California Community College District Employment Relations Consortium Membership; 7/1/19 – 6/30/20; \$4,050.00
- P. Request for Approval – Alumni Project/CRC Regional Strong Workforce Project; \$2,500.00
- Q. Request for Approval – GT Software NetCOBOL Maintenance Renewal, Quote #00012309; 9/1/19 – 8/31/20; \$2,376.00
- R. Request for Approval – Taft Union High School Soccer Field Rental for the Fall Semester 2019; \$5,000.00 Rental Fee plus Additional Expenses
- S. Request for Approval – Declaration of Surplus Personal Property and Authorization for Sale
- T. Ratification of the June 2019 Vendor Check & Purchase Order Registers

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

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

No comments were heard.

EMPLOYMENT

On a motion by Trustee Long and seconded by Trustee Orrin, Employment Items A – D were approved by the following vote (Employment Items A – D (*Appendix I & II*) are attached to official minutes):

- Yes: Dawn Cole, Michael Long, Dr. Kathy Orrin and Billy White
- No: None
- Abstain: None
- Absent: Emmanuel Campos

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 2018/19
2. Expenditure Accounts (Account Level 1) FY 2018/19
3. Expenditure Detail of \$10,000.00 or Greater, June 2019
4. Student Organization and Special Accounts, June 2019
5. Funds Deposited in County Treasury, June 2019

Trustee Reports

Trustee Orrin recognized the TIL program for another wonderful graduation and awards banquet. She specifically noted the student appreciation for the staff and fellow classmates.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, told the Board that the latest 2018-19 budget information is more favorable than previous information though it still is a deficit from initial funding expectations. The District prepared a flexible budget in anticipation of state uncertainty on calculating metrics within the new Student Centered Funding Formula (SCFF) and will be able to internally rectify unfunded expenses from 2018-19. District efforts continue to make the 2019-20 budget conservative and to follow state discussions and trainings to keep budget practices in line with the SCFF. Mr. McMurray also reported that the Business Services department is currently auditing the 2018-19 expenditures and that the Maintenance Department continues work at the Child Development Center, gymnasium, dorms, and other classroom preparation. He informed the Board that this fall there will be e-books available to students and the Bookstore has been working across campus with stakeholders to ensure student success during the transition.

Information Services

Andrew Prestage, Executive Director of Information Services, reported that staff continue to work with multiple departments in preparation for the fall semester. He also stated that IT has worked to update the phone system to prevent accidental emergency calls, helped in the installation process on the gymnasium door hardware, and are in the process of overseeing the installation and training for the District's new copy machines.

Institutional Research and Planning

Xiaohong Li, Executive Director of Institutional Research and Planning, thanked the District and Board for the warm welcome. Ms. Li is working with several departments to become familiar with the campus practices and needs. She noted that staff have been helpful so far in her transition.

Foundation

Sheri Horn-Bunk, Executive Director of Foundation and Advancement, reported that the Foundation has been hosting luncheon tours with donors and supporters. These meetings have given the Foundation a chance to build more personal relationships with those who support the College and to welcome them on our campus to learn more about the programs and facilities. She also announced that Bob and Judy Hampton will receive the Spirit Award at the 2019 Cougar Cookout. Ms.Horn-Bunk said that 2018-19 was a positive year with over \$500,000 donated, employee contributions at \$16,000, and \$440,000 given to the College for various requests.

Student Services

Severo Balason, Vice President of Student Services, summarized activities from the conference attended with Taft Union High School District and WKCCD employees to further develop student success through the California Academic Partnership Program (CAPP). He also noted that Dr. Windy Martinez, Dean of Student Success, is presenting at the national conference on behalf of Taft College. She is sharing information on services for disabled students.

REPORT OF THE SUPERINTENDENT

Dr. Daniels said that the District is busy preparing for the upcoming academic year. Enrollment in summer courses increased roughly 4% and fall is near even from last year's figures. The College will now participate in the federal student loan program which will enable government Promise funding and opportunity to participate in the capital building program. She also thanked the Maintenance and Operations staff for painting the Cougar Room among other summer projects on campus.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, August 14, 2019, at 5:00 p.m.

ADJOURNMENT

At 6:31 p.m., on a motion by Trustee White, seconded by Trustee Long and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

Date: August 5, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: August 14, 2019

Title of Board Item:

First Reading - Updated Board Policies:

- #2100 - Board Elections
- #3430 - Prohibition of Harassment
- #3810 - Claims Against the District
- #4250 - Probation, Dismissal and Readmission
- #5015 - Residence Determination
- #5020 - Non-Resident Tuition
- #5050 - Student Success and Support Program
- #7340 - Leaves

Background:

These board policies have been updated as recommended by the legal counsel of Community College League of California Board Policy and Procedure Services. The edits reflect code additions, grammatical corrections and non-substantial wording changes.

These board policies will be presented at the September 11, 2019 Board of Trustee's meeting for second reading and approval.

Terms (if applicable):

N/A

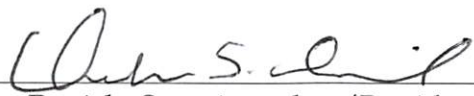
Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President

BP 2100 Board Elections

Reference:

Education Code Sections 5000 et seq. and 72036

The term of office of each trustee shall be four years, commencing on the first board meeting in December following the November election. Elections shall be held every two years, in even numbered years. Terms of trustees are staggered so that, as nearly as practical, ~~one-half~~ ~~one-half~~ of the trustees shall be elected at each trustee election.

See Administrative Procedures 2100

BP 3430 Prohibition of Harassment

Reference:

Education Code Sections 212.5, 44100, 66252, and 66281.5;

Government Code Sections 12923, 12940 and 12950.1;

Civil Code Section 51.9;

Title 2 Sections 10500 et seq.;

Title VII of the Civil Rights Act of 1964,

42 U.S. Code Annotated Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, or military and veteran status, or because he/she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees, students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student, employee, unpaid intern, or volunteer who believes that he/she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and

participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the Superintendent/President shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Superintendent/President shall establish procedures that define harassment on campus. The Superintendent/President shall further establish procedures for employees, students, unpaid interns, volunteers and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students and agents.

This policy and related written procedures (including the procedure for making complaints) shall be widely published and publicized to administrators, faculty, staff, students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, employees, unpaid interns, and volunteers in all administrative offices and shall be posted on the District website.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related procedures may be subject to disciplinary measure up to and including termination from the internship or other unpaid work experience program.

BP 3810 Claims Against the District

Reference:

Education Code Section 72502;

Government Code Sections 900 et seq. and 910, and 935

Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

1. Claims by public entities: claims by the state or by a state department or agency or by another public entity.
2. Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.

The designated place for service of claims, lawsuits or other types of legal process upon the District is:

Office of the Superintendent/President
29 Cougar Court
Taft, CA 93268

BP 4250 Probation, Dismissal and Readmission

Reference:

*Education Code Section 70902 subdivision (b)(3);
Title 5, Sections 550301 - 55034*

Probation

Academic – A student shall be placed on academic probation if he or she has attempted a minimum of 12 semester units of work and has an institutional cumulative grade point average of less than a “C” (2.0).

Progress – A student shall be placed on progress probation if he or she has enrolled in a total of at least 12 semester units and the percentage of all Taft College units in which the student has enrolled, for which entries of “W”, “I”, “NC” and “NP” were recorded reaches or exceeds fifty percent.

Continued Probation

Continued Academic Probation – This is the probationary status of a student who has earned an institutional cumulative grade point average of less than a “C” (2.0) for two consecutive semesters.

Continued Progress Probation – This is the probationary status of a student who has earned a grade of “W”, “I”, “NC” or “NP” in fifty percent or more of all units for two consecutive semesters.

Removal from Probation

Appeal of Probation – A student who is placed on probation may submit an appeal in accordance with procedures to be established by the Superintendent/President or designee.

Academic Probation – A student on academic probation shall be removed from probation when the student’s accumulated grade point average is 2.0 or higher.

Progress Probation – A student on progress probation shall be removed from probation when the percentage of units in the categories of “W”, “I”, “NC” or “NP” drops below fifty percent.

Dismissal

Academic Dismissal – A student who is on academic probation shall be subject to dismissal if the student has earned an institutional cumulative grade point average of less than 1.75 in all units attempted in each of three (3) consecutive semesters.

Progress Dismissal – A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of “W”, “I”, “NC” and “NP” are recorded in at least three (3) consecutive semesters reaches or exceeds fifty percent.

Appeal of Dismissal

A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures. Dismissal may be postponed and the student continued on probation if the student has shown significant improvement in academic achievement or can provide evidence of extenuating circumstances.

Reinstatement

A student who has been dismissed may request readmission with a written petition for reinstatement after a lapse of one semester.

Readmission may be granted, denied or postponed according to criteria contained in administrative procedures.

The Superintendent/President or designee shall develop procedures for the implementation of this policy that comply with the Title 5 requirements.

See Administrative Procedures AP 4250

BP 5015 Residence Determination

Reference:

*Education Code Sections 68040, 68086, and 76140;
Title 5 Sections 54000 et seq.*

Except for students seeking to enroll exclusively in career development and college preparation courses, and other courses for which no credit is given, students shall be classified at the time of each application for admission or registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend.

Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student previously classified as a nonresident may be reclassified as of any residence determination date.

The Superintendent/President shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 regulations.

See Administrative Procedures AP 5015

BP 5020 Non-Resident Tuition

Reference:

*Education Code Sections 68050, 68051, 68130, 68130.5, 76140, and 76141;
Title 5 Section 54045.5*

Nonresident students shall be charged non-resident tuition for all units enrolled, unless specifically required otherwise by law.

Not later than ~~February~~ ~~March~~ 1 of each year, the Superintendent/President shall bring to the Board for approval an action to establish non-resident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Superintendent/President shall establish procedures regarding collection, waiver, and refunds of non-resident tuition.

See Administrative Procedures AP 5020

BP 5050 Student Success and Support Program

References:

Education Code Sections 78210, et seq.;

Title 5 Sections 55500 et seq.;

ACCJC Accreditation Standard II.C.2

NOTE: The California Community Colleges Chancellor's Office is working on streamlining the reporting requirements for the Student Success and Support Program along with other programs. One change has been to submit information related to the Student Success and Support Program to the California Community Colleges Chancellor's Office as part of an "Integrated Plan." However, because Title 5 Regulations addressing Student Success and Support Programs have not been repealed, districts are still required to comply with the Student Success and Support Program requirements.

The District shall provide Student Success and Support Program services to students for the purpose of furthering equality of educational opportunity and academic success. The purpose of Student Success and Support Program services is to bring the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements.

The Superintendent/President shall establish procedures to assure implementation of Student Success and Support Program services that comply with the Title 5 regulations.

See Administrative Procedures AP 5050

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)
8. Use of illness leave for personal necessity (Education Code Sections 87784 and 88207).
9. Industrial accident and illness leave (Education Code Sections 87787 and 88192).
10. Bereavement leave (Education Code Sections 87788 and 88194).

11. Jury service or appearance as a witness in court (Education Code Sections 87035 and 87036).
12. Military service (Education Code Section 87700).
13. 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.

Taft College President's List Spring 2019 Semester

CRITERIA

1. Twelve (12) or more semester units completed during the semester
2. Semester grade point average of 3.50 or better
3. No grade for the semester below a "B"
4. A grade of "P" in no more than 4 semester units

Hana Abed	Sharri Cazares	Francisco Espinoza
Fernando Acuna-Cano	Garrison Chavez	Lizabeth Evarts
Teayana Alcalá	Daisy Chavez-Sanchez	Angela Evertse
Stephanie Aldrete	Manvir Chehal	Ryan Evertse
Kaleb Allen	Celest Chevez	Erin Evertse
Kaitlyn Allen	Alondra Cisneros	Jennifer Ewing
Danielle Alvarado	Koni Clark	Jennifer Fain
Nancy Alvarez	Kimani Clouden	Sara Fendrick
Kieresten Anderson	Alina Colon	Savannah Findley
Krystal Aparicio	Jesus Colula	Alexis Flores
Karanveer Atwal	Kendall Combs	Olivia Franzen
Juan Banuelos Quirino	Richard Contreras	Kyleigh Freeland
Stephanie Barajas	Teresa Contreras Salgado	Erin Fujitani
Ashley Barbour	Kenneth Cooper	Amelia Gall
Michael Barker	Patricia Corter	Tanya Gamboa
Paul Barretto	Nikolas Cortez	Uriel Gandara
Taylor Bartlett	Sydney Cramer	Karina Garcia
Serena Becerra-Carter	Ivy Crouch	Saul Garcia
Harleigh Bentley	Jacob Cruz	Genesis Garcia
Lauren Bilz	Michelle Cruz	Corissa Garcia
Jordan Blaska	Claudia Culbertson	Joseph Garcia
Benjamin Boelzer	Emily Cundiff	Kelsey-Kya Garcia Moreno
Charlotte Boggan-Knutsen	Ginger Cunningham	Tyler Gardner
Jazmien Brambila	Sabrina De Jesus	Jose Garza
Maria Bravo	Adrianna De Los Garzas	Nancy Garza
Lachlan Brear	Kimberly Del Rosario	Mikayla Gather
Delaney Breilein	Sabrina Delfino	Nicole Gee
Aymee Broome	Kendra Dennis	Harjot Gill
Malissa Brown	Rajneet Deol	Grace Gilmer
Gregory Bruce	Maria Diaz	Leticia Godinez
Annemarie Burkhardt	Daniel Diaz	Nanette Gonzales
Marissa Bustos	Alex Dobbs	Janae Gonzales
Dariana Calderon	Shannen Dodds	Hector Gonzalez
Terry Cameron	Ana Dominguez	Emma Goulart
Taylor Carpenter	Hannah Dooley	Kaitlin Griffin
Abrianna Carr	Madisen Dougherty	Madisen Grimaldi
Jimmy Carrillo	Nicole Dumke	Miguel Gutierrez
Jesus Castaneda	Chantelle Dupree	Daniela Gutierrez Queved
Miguel Castillo	Sara Elholm	Lucia Guzman

President's List Continued

Lucia Guzman
Marylu Guzman
Brooke Hamer
Meagan Heppner
Bryce Heppner
Stephanie Hernandez
Alejandra Hernandez
Starr Hibbitts
George Hurtado
Juvenal Ibarra
Tiana Iniguez
Elizabeth Janatsch
Hunter Jenkins
Carlos Jimenez
Blake Johnson
Megan Johnston
Christopher Jones
Ryan Kaia
Lohealani Kamau
Crystal Kincaid
Makayla Kirby
Kalani Klepfer
Madeline Klierwer
Stephen Laguna
Baylee Lahargoue
Jordyn Lane
Carina Lara
Arthur Lehman
Yailene Lemus
Limairie Leon Garcia
Daniel Levin
Brittany Long
Luis Lopez
Cristian Lopez
Rosie Lopez
Maria Lopez-Gonzalez
Patrick Luttrell
Spencer Mabry
Manuel Macias
Hugo Magana
David Magana
Jason Maples
Vanessa Martinez
Cristian Martinez-Arellano
Yara Mawad
James McCallum
Jessica McDonald
Aubrey McGowen
Amber Mears
Chase Mears
Fatima Mendez
Melissa Mendez
Ignacio Mendoza Gomez
Karrigan Messenger

Cameron Metas
Ethan Meyers
Allison Mizener
Price Modereger
Danielle Monge
Samuel Monterrey
Ana Montes
Irving Montoya
Angelica Mora
Jocelyn Morales
Stephanie Moraza Perez
Jessica Mullins
Joseph Murphy
Sara Musick
Kaylee Neher
Jubalee Ness-Mejia
Raziya Noordeen
Rogelio Nunez
Ricci Ocampo
James Odle
Dominique Olivares
Breanna Orozco
Alexis Osorio
Mauricio Pacheco
Johnny Paniagua
Miguel Pantoja
Alma Paredes
Jennifer Parker
Marissa Patno
Jake Pearson
Esmeralda Pelayo Pena
Alondra Perez
Alan Perez
Pamela Perez
Anaeja Phumphrey
James Pierce
Sierra Pilgrim
Rene Portillo
Sonya Portillo
Jay Raval
Diana Reyes Bravo
Angelica Rico
Ana-Maria Rios
Jacqueline Robles
Sylvia Rodriguez
Shannon Rodriguez
Vania Romo Rosales
Daisy Rosales Perez
Whitney Rose
Maegan Rouse
Zackary Ruiz
Caroline Sanchez
Roel Sanchez
Angel Sanchez

Eleazer Sanchez Vidal
Karen Sandoval
Harman Sangha
Alaa Satouf
Daniela Saucedo
Shannon Schofield
Isaac Self
Britney Serrato
Alex Shchurov
Leslie Shepard
Michael Shy
Rosie Sierra Montejano
Noah Sirkel
Sarah Skeels
Kristin Smith
Ariel Smith
Samson Smith
Jade Smoot
Destiny Soto
Jordan Stacy
Lissa Steele
Tiffany Sterling
Tayler Thomason
Victoria Tiger
Sarah Toothman
Joseph Torres
Jose Torres Benitez
Enrique Torres Miranda
Lindsay Turner
Cheryl Urioste
Mickaela Valenti
Melquicedec Valentin
Selene Vargas
Joshua Vazquez
Jasmine Vega
Lilia Velazquez
Samantha Verdugo
Keegan Vialpando
Paige Wagner
Nina Walker
Alexis Walter
Lynnsey Ward
David Waybright
Wyatt West
Samantha West
Denette Westbrook
Arthur Whelchel Jr
Nicole White
Jordan Whitehead
Cherish Wiebe
Nicholas Wright
Taryn Yochum
James Zontek

Taft College Vice President's List Spring 2019 Semester

CRITERIA

1. Twelve (12) or more semester units completed during the semester
2. Semester grade point average of 3.0 to 3.49 or better
3. No grade for the semester below a "C"
4. A grade of "P" in no more than 4 semester units

Anisa Acab	Alejandra Cendejas Narez	Janette Gill
Glenda Acosta	Silverio Cerda	Sergio Gonzalez
Amanda Aguayo	Dominick Chaidez	Gabrielle Gonzalez
Vanessa Aguero	Nicole Charpentier	Nestor Gonzalez
Alexis Aguilar	Jaime-Lynn Chitwood	Hannah Grimes
Fatima Ahmad	Mishala Cole	Aime Guandique
Asia Ahmad	Betty Colston	Lesly Gueta
Susana Alfaro	Christian Combs	Monica Gurrola
Rim Alqaini	Miranda Contreras	Jason Hall
Casandra Alvarado	Mykaela Cordova	Derek Hardman
Cade Andersen	Marissa Cruz	Abby Hatcher
Robin Anderson	Jordan Cruz	Andrew Helland
Rubi Angeles	Hazel Cruz	Savannah Hernandez
Courtney Aquino	Anessa Dabbs	Madison Herron
Christopher Aragon	Kaitlin Dansie	Regina Hill
David Arnold	Cassandra De La Cruz	Alyssa Hill
Alexis Ashford	Luis Deleon	Alexandria Holm
Tucker Banner	Andrea Diaz	Sevgey Ilyushin
Madison Barcelona	Esmeralda Diaz Orozco	Jonathan Jaffrey
Breah Barton	Audrey Dodson	Leslie Jimenez
Stephanie Bautista	Sergej Dojcinovski	Carry Jones
Megan Berry	Gustavo Elizalde	Lolita Jose
Andres Blass	Ashley Espinoza Vargas	Omar Kabiljagic
Martha Borja	Idalia Estrada	Tayfun Karauzum
Lyndsey Brown	Jessica Flores	Cody Keith
Jacob Brum	Daniela Flores	Jennifer Kinsella
Jazlyn Bulatao	Deja Frenchwood	
Shelby Burlock	Brett Freshour	Bria Larimer
Jasmine Caballero	Gehna Furrh	Rhyan Lark
Christian Cabrera	James Gable	Hailee Lopez
Sarah Caid	Gloria Gamez Gill	Emily Love
Francisco Camacho	Kristal Garcia	Elijah Lovegreen
Kylie Campbell	Janette Garcia	Edwin Luevano Flores
Anthony Campeau	Elisabeth Garcia	Brielle Marquez
Maria Carrillo	Naomi Garcia	Cameron Martin
Cassandra Carrillo	Eric Garcia Henderson	Natalie Martin
Veronica Castillo	Laura Garcia Topete	Sara Martin Gonzalez
Victoria Castro-Prado	Sabrina Garza	Isabelle Martinez
Moses Caudillo	Harneet Gill	Javier Martinez

Vice President's List Continued

Conrad Martinez	Jose Ruvalcaba
Nicholas Martinez	Luis Sanchez
Shelby Mathena	Anaruth Sanchez
Kenji McCarthy	Mariel Sanchez Fombona
Andrew McCauley	Fabian Sandoval
Lucero Melgoza	Jashanjot Sangha
Maguire Mize	Jeydi Santiago
Lovelle Montgomery	Terry Schertz
Liliana Moon	Cesar Serrano
Alison Moon	Kajol Singh
Robert Mora	Nicholas Smith
Zane Moreno	Bri-Leigh Snow
Ernesto Moron	Caitlyn Snyder
Breana Morris	Ashlan Snyder
Bailey Morrison	Eduardo Soto
Jessica Moseley	Sarah Spainhoward
Thomas Moser	Stephanie Tam
Rebekah Moss	Jodie Temple
Adriana Munoz	Ariel Thompson
Shelbie Nelson	Blake Tiede
Brandi Newland	Servg Torres
Kellynhi Nguyen	Candice Toten
Kylie Noerr	Thomas Tucker
Lesa Nylander	Jasmine Turner
Leonardo Orellana	Wilder Valdivia
Kelly Ortega	Jaime Valentin
John Ortiz	Brenda Valenzuela
Julie Ou	Javier Valenzuela
Clarissa Perez	Estefani Vega
Sheryl Perez	Daniel Velasquez
Isaac Perez Martinez	Emily Weiner
Collin Pitstick	Erica Wilber
Tamera Popoy	Brady Wilson
Jacob Postiff	Kandice Wood
Robin Powell	Arjun Ynostroza
Joyce Quan	David Zavala
Jazmyn Ramage	
Alfonso Ramirez	
Cynthia Ramirez	
Morgan Reyes	
Karlee Reynolds	
Joshua Robertson	
Margarita Rodriguez	
Ricardo Rodriguez	
Johan Rodriguez Velazquez	
Andrés Rolón Resto	
Richard Romero	
Gloria Rosales	
Ramon Rubano	
Kendra Rubio	

Date: July 11, 2019

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

Area Administrator: Severo Balason, VP of Student Services

Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:

Contract with Strata Information Group (SIG) for consulting services for Financial Aid during the 2019-2020 academic year.

Background:

To maximize the Banner System, the Financial Aid & Scholarships department utilized the consulting services of Patrick Scott, through SIG, to review processes and create greater efficiencies for our students and staff. Although we have made huge progress there is more we can implement to advance our goals. In addition, we are now adding loans to our list of programs and will need help setting up the system and training.

Terms (if applicable):

Two weeks (88-96 hours)

Expense (if applicable):

\$ 18,360 - \$19720

Fiscal Impact Including Source of Funds (if applicable):

Our Financial Aid Technology funding allocation will cover the cost of the consulting services. No impact to District funds.

Approved: 

Dr. Debra Daniels, Superintendent/President



Strata Information Group
Statement of Work
(TAFTCOLLEGE-SOW114-FINAID1920)
July 9, 2019

Taft College

Banner® Financial Aid Consulting

Under the terms of the Agreement dated January 5, 2009, and last amended July 1, 2019, Strata Information Group (SIG) will provide consulting services for the staff of Taft College (Taft) as directed, to perform the following work.

Description of Work:

Taft has requested Banner® Financial Aid consulting services. Additional details will be delivered in an agenda before the on-site engagement.

Proposed Services:

Tasks	Hours
Functional and technical consulting	88 - 96
Total Hours Range:	88 - 96

Summary of Estimated Costs:

Labor Range:	Travel Expenses:	Total Cost Range:
\$14,960 - \$16,320	\$3,400 (2 on-site visits)	\$18,360 - \$19,720

Notes:

- Rate: \$170/hour for on-site and remote delivered services.
- SIG will invoice monthly for the consulting hours provided and travel expenses incurred.
- The hours estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of reports.
- These services are subject to change depending on Taft's priorities, needs, and availability of staff and systems.
- Travel expenses, if applicable:
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,700 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
 - Actual travel expenses may be lower or higher than estimated. Labor costs may be adjusted to accommodate this as long as the total cost is not exceeded.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are: \$61 per full on-site day and \$45.75 per partial.

For Taft College:

For Strata Information Group:

 Dr. Debra Daniels
 President/Superintendent

 Date

DocuSigned by:

 5B8F9C55A1684B6...

 Henry A. Eimstad
 President

Jul-09-2019

 Date

Date: August 5, 2019
Submitted by: Andrew Prestage, Executive Director Information Technology
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: September 11, 2019

Title of Board Item:

Agreement with Foundation for California Community Colleges (FCCC) to provide Microsoft Campus Agreement 2019 with Computerland of Silicon Valley.

Background:

Taft College, a member of the Foundation for California Community Colleges, participates in the Microsoft Campus Agreement. This agreement allows for reduced costs for licensing Microsoft products used by campus departments and classrooms.

Terms (if applicable):

Term of the agreement is from 9/16/2019 to 9/15/2020.

Expense (if applicable):

Annual cost of this agreement is \$34,411.00.

Fiscal Impact Including Source of Funds (if applicable):

Cost of this agreement is included in the ITS budget.

Approved: 
Dr. Debra Daniels, Superintendent/President

➤ Renewal Worksheet of Taft College
Validated Renewal Worksheet for Campus Agreement Licensing

Taft College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2019 (Year 3 of 3)

Please use this quote to generate and submit your PO no later than **Friday, 20-Sep-2019** to insure a timely renewal for everyone.

Purchase Order to be made payable to: Submit Purchase Order by fax or e-mail:

ComputerLand Silicon Valley
 482 West San Carlos Str.
 San Jose, CA 95110
 Federal Tax ID 77-0269631

by FAX: 408-519-3260
 by E-mail: syork@cland.com

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Microsoft 365 A3 per faculty/staff Education Qualified User (EQU)	-\$60.00 \$60.00	✓	300	\$18,000.00

• Choose Optional Products Licensed Organization-Wide for Faculty/Staff

	Optional Products Licensed Organization-Wide	Part Number	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	SQL Server CAL	359-00765CF	\$7.00	✓	300	\$2,100.00
2.	Windows Remote Desktop Services CAL (formerly Terminal Svs CAL)	6VC-01251CF	\$7.00	✓	300	\$2,100.00

• Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Visio Online P2 per fac/staff user	P4U-00001CFU	\$27.00	5	\$135.00
2.	Visual Studio Enterprise with MSDN per user	MX3-00115CFU	\$375.00	2	\$750.00

• Choose Optional Products Licensed per User or Device for Students


	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Microsoft 365 A3 Student Use Benefit - free with all faculty and staff licensed with M365 A3	AAA-73002CSU	\$0.00	12000	\$0.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - Azure Enterprise for a variety of Azure services including spinning up VMs, storage, data transfer, etc. Consumption of Azure services is debited against this prepaid amount and tracked via the Azure Enterprise Porta	6QK-00001CF	\$1,320.00	1	\$1,320.00
2.	Core Infrastructure Server (CIS) Suite Datacenter - 16 core license pack. Combination of Windows Server Datacenter and System Center Datacenter license. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must licen	9GS-00128CF	\$560.00	8	\$4,480.00
3.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	2	\$2,670.00
4.	SQL Server Standard per Server (requires SQL CALs for all clients)	228-04437CF	\$88.00	8	\$704.00
5.	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off	R39-00374CF	\$196.00	7	\$1,372.00
6.	Windows Server Standard Core - 16 core license pack. Licensed per physical core, with 2 VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 processor minimum per physical server (16 core minimum per physical server).	9EM-00265CF	\$52.00	15	\$780.00

TOTAL \$34,411.00

Copyright © 1998-2019 by CCT Technologies, Inc. – dba ComputerLand Silicon Valley. All rights reserved. • [Privacy Policy](#)
 • Browser requirement: [Firefox 29.x](#), Internet Explorer 10, or higher. • Minimum screen resolution 1280 x 800 pixels.

Date: July 31, 2019
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services 
Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:

New Alternative Fuel Vehicle Purchase through the Public Benefit Grants Program

Background:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to \$20,000 per vehicle not to exceed maximum funding of \$100,000 per calendar year, for the purchase of new alternative-fuel vehicles.

The District is applying for three (3) EFC2 Utility carts with a total cost of \$57,593.25 which would be 100% covered by the grant; and one EC4 Utility cart with a total cost of \$21,444.64; with \$20,000 being covered by the grant and the difference of \$1,444.64 that would be paid for by District funds.

Terms (if applicable):


There is a three (3) year reporting period. The reports would be filed annually by the Director of Facilities & Planning.

Expense (if applicable):

\$1,444.64

Fiscal Impact Including Source of Funds (if applicable):

The cost for this expense is included in the Transportation annual budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

WEST KERN COMMUNITY COLLEGE DISTRICT

RESOLUTION #2019/20-05

AUTHORIZATION OF INDIVIDUAL TO MAKE APPLICATION FOR AND ADMINISTER THE NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM THROUGH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

WHEREAS, Several Local, State, and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

WHEREAS, West Kern Community College District Board of Trustees must authorize someone by resolution, as the "Authorized Individual" to make application and administer the Public Benefit Program through the San Joaquin Valley Air Pollution Control District;

NOW, THEREFORE, be it resolved that the West Kern Community College District Board of Trustees hereby authorizes Superintendent or Superintendent's designee to make application for, to sign required assurances, and to administer the New Alternative Fuel Vehicle Purchase Program through the San Joaquin Valley Air Pollution Control District with respect to applications for Local, State, and Federal programs, projects, or grants, on behalf of this District.

The foregoing Resolution was adopted by the Board of Trustees of the West Kern Community College District at the regularly scheduled meeting held on August 14, 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Dawn Cole
President
Board of Trustees

Zero Nox Inc.


525 N. Main St.
 Porterville, CA 93257
 Phone: 559-560-8013
www.zeronox.com

Quote JE-1130



CONSULTANT <i>JC</i>	DATE <i>7/30/19</i>	INVOICE # <i>JE-1130</i>
-------------------------	------------------------	-----------------------------

Quote For: Western Kern Community College District 29 Cougar Ct Taft, CA 93268 661-763-7768	Contact Person: Richard Treece rtreece@taftcollege.edu 661-809-5658
--	---

Item Description	Quantity	Cost	Total
2019 EC4 Utility Cart Battery System: LA 72V/5KW Series (approx. 45 miles fully charged) Passenger Capacity: 4 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, and brake lights Horn, seatbelts, radio, and windshield wiper Front and rear suspension with vibration absorber 4 Standard Rubber Tires Vehicle Weight: 2,500 lbs Load Capacity: 1,350 lbs 	1	\$19,995.00	\$19,995.00
Charger: 110V input, 72V output	INC		
ZeroNox Battery Warranty: 2 years	INC		
Freight and DMV Fee	INC		
		Subtotal	\$19,995.00
		Tax -7.25%	\$1,449.64
TOTAL			\$21,444.64

Zero Nox Inc.

525 N. Main St.
 Porterville, CA 93257
 Phone: 559-560-8013
www.zeronox.com



Quote JE-1140


CONSULTANT <i>JC</i>	DATE <i>7/30/19</i>	INVOICE # <i>JE-1140</i>
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Quote For:

Western Kern Community College District
 29 Cougar Ct
 Taft, CA 93268
 661-763-7768

Contact Person:

Richard Treece
 rtreece@taftcollege.edu
 661-809-5658

Item Description	Quantity	Cost	Total
2019 EFC2 Utility Cart – “eTuatara” Battery System: LA 72V/10KW Series (approx. 50 miles fully charged) Passenger Capacity: 2 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, brake lights, horn, & seatbelts Front suspension Independent Wishbone with Preload Adjustable Rear suspension Double Wishbone with Preload Adjustable 4 Standard Rubber Tires (high grip) Vehicle Weight: 2,350 lbs Load Capacity: 1,100 lbs	3	\$17,900.00	\$53,700.00
			
Charger: 110V input, 72V output	INC		
ZeroNox Battery Warranty: 2 years	INC		
Freight and DMV Fee	INC		
		Subtotal	\$53,700.00
		Tax – 7.25%	\$3,893.25
TOTAL			\$57,593.25

Please return all completed applications to:
 SJVAPCD Strategies and Incentives Department
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): West Kern Community College District		
2. Tax ID: Taxpayer ID Number (TIN) _____		
3. Address: 29 Cougar Court		
4. City: Taft	5. State: CA	6. ZIP Code: 93268
7. Mailing Address (if different from above): same as above		
8. City: Taft	9. State: CA	10. ZIP Code: 93268
11. Have you applied to any other grant programs for any vehicle in this application? <input type="checkbox"/> No <input type="checkbox"/> Yes – Name of Grant Program(s): <u>N/A</u>		

Primary Contact Information

1. First Name: Richard		2. Last Name: Treece	
3. Title: Director Facilities & Planning		4. E-Mail: rtreece@taftcollege.edu	
5. Phone Number: 661.763.7768	6. Alternate Contact Number: 661.809.5658	7. Fax Number: 661.763.7766	

Contract Signing Authority

1. First Name: Brock		2. Last Name: McMurray	
3. Title: Executive Vice President, Administrative Services			

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: 3		
2. Vehicle Type (<i>please select one</i>):		
Electric <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input checked="" type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input type="checkbox"/> Other (specify): _____ _____	Plug-In Hybrid <input type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____ _____	CNG, LNG, or LPG <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____ _____
3. Vehicle Make: ZeroNox	4. Vehicle Model: EFC2	5. Vehicle Model Year: 2019
6. Vehicle GVWR: 2,350	lbs.	7. Engine Horsepower/Kilowatts: 10 KW
8. Fuel Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify): _____		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): 50 miles		
10. Total Cost of each New Vehicle: \$19,197.75	11. Total Funding Requested from SJVAPCD (per vehicle): \$19,197.75	
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure: Yes, the standard 110V outlet is all that is needed		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input type="checkbox"/> Co-funding (please name source): _____ <input checked="" type="checkbox"/> Other (please specify): <u>Vehicle completely covered by grant</u>		

New Vehicle Dealer Information

1. Vehicle Dealer Name: ZeroNox, Inc.	
2. Contact / Salesperson Name: Jose Miguel Hernandez	3. E-mail: jmig@zeronox.com
4. Phone Number: 559-574-5156	5. Fax Number:

Internal use only

GMS Unit(s): _____

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles: 1		
2. Vehicle Type <i>(please select one)</i> :		
Electric <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input checked="" type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Scooter <input type="checkbox"/> Bicycle <input type="checkbox"/> Other (specify): _____ _____	Plug-In Hybrid <input type="checkbox"/> Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Other (specify): _____ _____	CNG, LNG, or LPG <input type="checkbox"/> Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.) <input type="checkbox"/> Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.) <input type="checkbox"/> Transport/Utility Cart <input type="checkbox"/> Other (specify): _____ _____
3. Vehicle Make: ZeroNox	4. Vehicle Model: EC4	5. Vehicle Model Year: 2019
6. Vehicle GVWR: 2,500 lbs.	7. Engine Horsepower/Kilowatts: 5 KW	
8. Fuel Type: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Plug-In Hybrid <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> LPG <input type="checkbox"/> Other (specify): _____		
9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only): 45 miles		
10. Total Cost of each New Vehicle: \$21,444.64	11. Total Funding Requested from SJVAPCD (per vehicle): \$20,000	
12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe a plan for building infrastructure or gaining access to existing infrastructure: Yes, the standard 110V outlet is all that is needed		
13. How do you intend to pay for the remaining balance of the project after the grant has been applied? <input checked="" type="checkbox"/> Co-funding (please name source): <u>West Kern CCD Transportation Budget</u> <input type="checkbox"/> Other (please specify): _____		

New Vehicle Dealer Information

1. Vehicle Dealer Name: ZeroNox, Inc.	
2. Contact / Salesperson Name: Jose Miguel Hernandez	3. E-mail: jmig@zeronox.com
4. Phone Number: 559-574-5156	5. Fax Number:

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

***If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: 3		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Taft College Facilities Groundskeepers / 1,800 hours annually		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: John Deere XUV825M Crossover Utility Vehicle, Cub Cadet VOLUNTEER™ WT, or similar. <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity: 1		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): _____
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): Taft College Campus / 1,000 hours annually		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: Fully Loaded Cazador OUTFITTER 200 Golf Cart 4 Seater Street Legal UTV or similar <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced: <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____

Signature Form

Signing Authority to initial and sign in blue ink

Certifications

By **initialing each of the following sections**, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial _____

The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial _____

The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial _____

Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial _____

Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial _____

Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial _____

Project match funding is reasonably available to complete the project in a timely manner.

Initial _____

Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial _____

SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

Initial _____

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Signing Authority Signature

Date

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- Completed **Application** (Pages 1 thru 3), no required fields blank.
- Completed **Signature Form** (Page 4), signed in **blue ink**.
- First page of **IRS Form W-9**.
- Dated and itemized dealer **quote** for the new vehicle(s).
 - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) WEST KERN COMMUNITY COLLEGE DISTRICT	
Business name, if different from above TAFT COLLEGE	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 29 COUGAR COURT	Requester's name and address (optional)
City, state, and ZIP code TAFT, CA 93268	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
95 : 2266481

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Sheila Green</i>	Date ▶ <i>6/10/15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Date: August 8, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:
Agreement with McNeil and Associates, LLC.

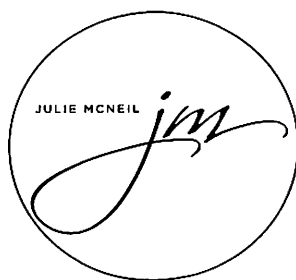
Background:
This proposal provides Executive Coaching for key team members of the College. Coaching will be provided by Julie McNeil, a certified Integrative Wellness Life Coach and Professional Development Consultant.

Terms (if applicable):
Effective Through June 30, 2020

Expense (if applicable):
\$3,150.00 per Month; Coaching Assessment Tools as Necessary at Cost; Face-to-Face Session/Meetings for Up to \$3,000.00 for One Day of Service to be Scheduled (Travel Expenses Inclusive)

Fiscal Impact Including Source of Funds (if applicable):
This is included in the 2019-20 District Budget.

Approved: 
Dr. Debra Daniels, Superintendent/President



**Coaching Proposal
For
Taft College
August 8, 2019**

Purpose and Commitment

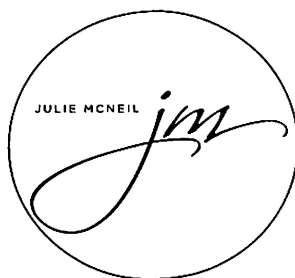
McNeil and Associates, LLC is submitting this proposal at the request of Taft College to provide Executive Coaching for key team members of the college. Coaching will be provided by Julie McNeil a certified, Integrative Wellness Life Coach and Professional Development Consultant.

Scope of Work

The Coaching format will include monthly or bi-monthly 60 minutes (depending on the assignment) one on one coaching sessions via phone and when necessary through either Zoom Meeting (or similar free platforms) in order to screen share. This allows for freedom for full completion of the work and some integration time as well. This will be a 10-month contract with evaluation check points after 3 months in order to track outcomes, adjust goals and make any modifications needed to ensure effectiveness of the coaching process.

Coaching Approach

Coaching sessions will be conducted in a holistic manor. First identifying role, function, perspectives and business and personal goals/vision within Taft College. Next, the focus will be to identify core beliefs in relation to both the role within the college and to identify and address barriers to achieving career and personal goals. We will also review and examine the mental, emotional physical and spiritual (MEPS) systems integrating them with each of the major areas of life, career and finance, family & relationships, health & wellness, and self-development & spirituality to work toward achievement of defined goals. Leadership and skills assessment tools may be utilized as needed to assist in identifying developmental needs and opportunities for growth.



Goals & Results

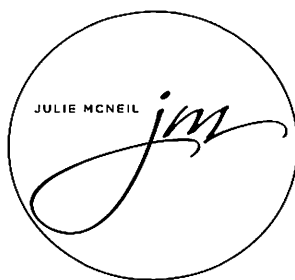
The goal is to improve self-awareness, gain clarity, build confidence, develop work life balance and to identify strategies to achieve excellence in both professional and personal life. The take-away for each team member will be both personal and professional growth and expansion.

Time frame

Coaching will begin during the week of September 1, 2019 ending June 30, 2020. The college will establish starting dates for employees that corresponds to the needs of the business.

Scheduling

It is anticipated that employees will demonstrate personal accountability for their participation in the coaching sessions. In order to ensure effectiveness of the coaching process employees should provide a minimum of 24-hours prior notice of a need to cancel or reschedule a coaching session. A reasonable accommodation will be provided to meet the employee scheduling needs.



Payment Terms

Package 1: 1-7 employees bi-monthly or equivalent 60 minute @ \$3150.00/month

Coaching Assessment tools if utilized will be billed at cost.

A face-to-face facilitated day session with half-day presentation and half-day meetings with mentees not to exceed \$3000 with all travel expenses inclusive.

Upon acceptance of this proposal, McNeil and Associates, LLC agrees to commit all resources to complete the work, as described in this proposal, in an effective manner. McNeil and Associates, LLC will commit resources to perform services using due diligence, best efforts and commercially reasonable judgment, but unless delineated in writing, guarantees no specific outcome to the client. Taft College agrees to pay McNeil and Associates, LLC for performing work outlined in the contract according to the cost structure stated above. McNeil and Associates, LLC and its representatives agree to hold confidential all information received, viewed directly or exposed to regarding Taft College that is not public knowledge.

An invoice for services rendered will be billed monthly. Payments will be made to McNeil and Associates, LLC c/o Julie McNeil.

The undersigned complies with and agrees to the terms and conditions as defined above.

Dr. Debra Daniels

Date

President and Superintendent, Taft College

Julie McNeil

Principal McNeil and Associates, LLC

Date

Date: August 1, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:

Agreement with Dr. Idahlynn Karre - Consultant for Management and Leadership Training

Background:

Dr. Idahlynn Karre is the facilitator for the PALM Leadership training program for all administrators. We will continue our programming with the addition of new administrators.

Terms (if applicable):

N/A

Expense (if applicable):

\$2,700.00 per Session for Up to 8 Sessions (Includes Travel and Expenses). District will pay for hotel accommodations.

Fiscal Impact Including Source of Funds (if applicable):

This is included in the 2019-20 District Budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Dr. Idahlynn Karre ("Independent Contractor"). The agreement is effective August 15, 2019.

Recitals

1. District desires to obtain the services of a consultant especially trained and experienced in rendering the following services:

Professional development and leadership training for management and leaders in an institution.

(and as may be more particularly described in paragraph 3 of terms below).

2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.

3. The parties have agreed that the Independent Contractor will provide the personal professional services of Professional Development (name) as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Terms of Agreement.** Independent Contractor shall provide the services in the form of **up to eight (8) days/sessions.**
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following:

Training/meeting facilitation

4. **Service Days.** Independent Contractor may determine which days services shall be rendered unless specifically requested by District.
5. **Compensation.** Independent Contractor shall be paid the sum not to exceed: \$2,700.00 per Session (includes travel and expenses) Hotel will be paid for by the District.

Independent Contractor Agreement
Page 2

6. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

7. **Monthly Service Report.** Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a journal indicating days and service rendered.

8. **Travel Expenses/Mileage Reimbursement.** The District shall reimburse Independent Contractor for travel expenses/mileage to a maximum of 0 for the entire term at the established rate paid to District employees.

9. **Standards of Ethical Conduct and Confidentiality.** Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

10. **Earlier Termination.** District or Independent Contractor may terminate this Agreement upon providing 15 days prior written notice of such termination.

Executed at Taft California, on the dates shown below.

Date of District Board Approval:

West Kern Community College District:

Independent Contractor:


By: _____

(Signature)

Dr. Debra Daniels

Superintendent/President

(Signature)

Date: July 22, 2019
Submitted by: Dr. Sharyn Eveland, Professor of Psychology
Area Administrator: Dr. Leslie Minor, VP of Instruction 
Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:

Annual Renewal of IBM SPSS Statistics Base Concurrent User Subscription and Support. Quote number: 18423844

Background:

This annual renewal of software supports Psychology 2200, Elementary Statistics for the Behavioral Sciences and Psychology 2205, Introduction to Research Methods in the Social Sciences.

Terms (if applicable):


September 1, 2019 – August 31, 2020

Expense (if applicable):

\$12,065.90

Fiscal Impact Including Source of Funds (if applicable):

This expense is included in the 2019/20 Office of Instruction budget.

Approved: 
Dr. Debra Daniels, Superintendent/President

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Quotation Number: 18423844
 IBM Contact: JEFFREY P. DIMARCO
 Phone Number: 1-919-884-3417

17-Jul-2019

SAP Customer Number: 3212931
 IBM Customer Number: 9140091

Quote Effective Date: 17-Jul-2019
 Quote Expiration Date: 31-Aug-2019

Customer:
 Attn: Sharyn Eveland
 Taft College
 29 COUGAR CT
 TAFT CA 93268-2329
 UNITED STATES

Payer: 3212931
 Taft College
 29 COUGAR CT
 TAFT CA 93268-2329
 UNITED STATES

Item	Part Number	Quantity	Unit Price	Extended Amount
IBM SPSS Statistics Base Campus Edition Campus Value Unit Term License Subscription and Support 12 Months 001 D0EVQLL 70 92.82 6,497.40 02-Aug-2019 - 31-Aug-2020				
IBM SPSS Exact Tests Campus Value Unit Term License Subscription and Support 12 Months 002 D0EU4LL 70 79.55 5,568.50 02-Aug-2019 - 31-Aug-2020				
IBM acceptance of the order is subject to credit approval.				
Applicable tax will be recalculated at the time of order processing.				
				Subtotal in USD: 12,065.90
				Total in USD: 12,065.90

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.



Quotation Terms and Conditions

01. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
02. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://www-304.ibm.com/support/customercare/sas/f/handbook/home.html>.
03. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*
04. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**
05. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
06. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***
07. Shipping is FOB Origin.
08. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***
09. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. The Attachment for Purchase of IBM Appliances and Appliance Services ("Attachment") govern the purchase, warranty, maintenance and services terms for IBM Appliances obtained from IBM or an authorized reseller available at the following URL: www.ibm.com/appliance/attachment
12. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
13. Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.
14. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above and the Attachment, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.



* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African



republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.

Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

Agreed to:
Local International Business Machines Delegate

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

Addendum to the Program License Agreement for IBM SPSS Academic Campus Value Option



The terms of this Addendum to the Program License Agreement for IBM SPSS Campus Value Option ("Addendum") are in addition to or modify the terms of the IBM International Program License Agreement ("IPLA") or the Client Relationship Agreement ("CRA") license and govern IBM's provision of selected IBM SPSS Programs, on a limited use basis, to "Licensee" (also called "Client"). If there is a conflict between the terms of this Addendum and those of the IPLA or CRA, including its License Information document ("LI"), the terms of this Addendum prevail. The IPLA or CRA and its LIs are available on the Internet at ibm.com/software/sla.

You accept the terms of this Addendum by signing below.

To participate in the IBM SPSS Academic Campus Value Option under the Agreement, Licensee must be an Accredited Education Institution and meet the requirements set forth in this Addendum.

An Accredited Education Institution is defined as a public or privately funded body. The institution may take the form of:

1. a university or college offering education leading to nationally recognized qualifications or levels of academic achievement, accredited by a regional or national accrediting council or commission or appropriate government agency or board of education of the state or country in which the educational institution is located,
2. an academic research institution or
3. a primary, elementary or secondary level school, either publicly or privately funded, where education is the principal objective leading to nationally recognized qualifications or levels of academic achievement, accredited to deliver education by national or regional councils or agencies.

1. Campus Value Option License Grant & Restrictions

If Licensee acquires a license to use the Program(s) listed in Section 3 under the "Campus Value Unit" licensing model, ("CVU License") as indicated by the notation "Campus Value Unit" in a Proof of Entitlement ("PoE") for the Program, the following additional terms and conditions apply:

- a. Campus Value Units are calculated based upon the number of full time equivalent students ("FTE") of Licensee's institution and the projected number of users during the fixed term specified by the start and end dates on Quote 18423844 that accompanies this Addendum and as indicated in the PoE for the Program. "Full Time Equivalent or "FTE" students are defined as the sum of full time enrolled students plus one-half of the total number of part time enrolled students.
- b. Licensee may use the Program(s) listed below only during the fixed term specified in the Quotation and on Licensee's PoE.
- c. Except for Home Use, Licensee may use the Program(s) listed below without restriction as to quantity during the applicable fixed term.
- d. Licensee may only use the Program(s) listed below for teaching and non-commercial academic research on computers owned or leased by Licensee. Non-commercial academic research means research by degree seeking students and faculty members where (i) the results of such research are not intended primarily for the benefit of a third party; (ii) such results are made available to anyone without restriction on use, copying or further distribution; and (iii) any copy of any such result is furnished for no more than the cost of hosting, reproduction, and shipping. Any other use including but not limited to university administration and operations is strictly prohibited under the terms of this Addendum.

2. Home Use, and Virtual Computer Lab Use Extensions

Licensee may elect "Home Use", "or "Virtual Computer Lab Use" in Section 3 as part of their Campus Value Option.

2.1 Authorization for Home Use:

If Licensee obtains the proper entitlement for Home Use as indicated in Section 3, then Licensee's students and faculty of Licensee's institution may use the Program(s) listed below at home on computers that are owned or leased by the students or faculty ("Home Use") up to the entitled number of Authorized Users in Section 3 for the purposes set forth in Section 1d above. Institutions who purchase the home user rider need to develop a method to deliver the SPSS Statistics software to their students. Students and faculty can no longer use the SPSS Statistics trial to download the software The Home Use edition will mirror the purchased Campus edition in features and functionality.

2.2 Authorization for Virtual Computer Lab Use

If Licensee obtains the proper entitlement for Virtual Computer Lab Use as indicated in Section 3, then Licensee may use the Program(s) listed below in a virtualized computing environment on computers that are owned or leased by Licensee and students and faculty of Licensee's institution may access and use the Program(s) on or off campus for the purposes set forth in Section 1d above ("Virtual Computer Lab Use"). Virtual Computer Lab Use is restricted to Licensee's campuses covered by this Campus Value Option.

3.0 Campus Value Option Programs

CAMPUS VALUE OPTION EXTENSIONS	AUTHORIZATION
Number of IBM SPSS Statistics Authorized Home Users	0
Number of IBM SPSS Amos Authorized Home Users	0
IBM SPSS Statistics Virtual Computer Lab Use	No
IBM SPSS Modeler Virtual Computer Lab Use	No

PART NUMBER	PART NUMBER DESCRIPTION	QUANTITY
D0EVQLL	IBM SPSS Statistics Base Campus Edition Campus Value Unit Term License Subscription and Support 12 Months	70
D0EU4LL	IBM SPSS Exact Tests Campus Value Unit Term License Subscription and Support 12 Months	70

Once signed, any reproduction of this Addendum made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original. Each of us agrees that the complete agreement, which replaces any prior oral or written communications between us regarding this transaction, consists of 1) this Addendum, 2) the IPLA, and, 3) the Quotation. In entering into this Addendum, Client is not relying upon any representation made by or on behalf of IBM that is not specified in this Addendum, the IPLA or CRA, or the Quotation.

Agreed to: Taft College

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Title:

Title: Sales Manager

Date:

Date:

Customer identification number:

Customer site number:

Customer address:

IBM address: 71 S. Wacker Drive
Chicago, IL 60606-6306

Date: August 1, 2019
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Ratification

Board Meeting Date: August 14, 2019

Title of Board Item:

3-Year Renewal Agreement with Daikin for Taft College Chiller Maintenance, effective 8/1/2019.

Background:

Daikin provides maintenance support for the Taft College Chiller through routine inspections and service calls.

Terms (if applicable):

This 3-year agreement is effective as of 8/1/2019 and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Expense (if applicable):

On the first day of each Quarter beginning on 8/1/2019, Daikin Applied will provide an invoice in the amount of \$1,070.25 Year One, \$1,102.25 Year Two and \$1,135.25 Year Three.

Fiscal Impact Including Source of Funds (if applicable):

The cost for these services is included in the Department's annual budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



Daikin Care Maintenance Agreement (2) WMC290D Maintenance Proposal

29 EMMONS PARK DRIVE
TAFT, California
United States, 93268

Proposal #: Q-00032914
8/1/2019

Prepared for:

Richard Treece
Director of Facilities & Planning
Taft College

Prepared by:

Richard Leicht
SSR III
San Francisco District
Mobile: +1 5103400733
Email: richard.leicht@daikinapplied.com



A Proven Partner

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

Our Company

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

Our Values

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

Locations

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit www.DaikinApplied.com.

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.



Daikin Care Plan – Scope of Services

Thank you for selecting Daikin Applied service to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied is pleased to offer the Daikin Care Plan proposal for your consideration.

Scope of Work

(See Tasking List Below)

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled downtime by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24-hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Services will be performed by Daikin Applied at an additional cost. Daikin Applied will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.



Standard Exclusions:

- All work to be performed during 'normal working hours.
- Any and all recommended/required repairs to be quoted separately.
- Asbestos identification, abatement, and pipe insulation are not included.
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included.

Other Exclusions and Clarifications:

Refrigerant

Equipment Schedule

Equipment Type	Qty	Site	Manufacturer/Model/Serial	Annual	Operational	Start-up	Shut-down
Magnetic Bearing Centrifugal Chillers	2		WMC290D/STNU071100151 & STNU071100150	0	3	0	0

Equipment Programs and Emergency Coverage

Equipment Type	Qty	Site	Manufacturer/Model/Serial	Program	Emergency Coverage
Magnetic Bearing Centrifugal Chillers	2			Inspection	Not Included



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Daikin Care Maintenance Agreement. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 8/1/2019 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

This proposal is valid for: 30 Days

Payment will be In Advance as follows: on the first day of each Quarter beginning on 8/1/2019 the (Effective Date) of this agreement, Daikin Applied will provide an invoice in the amount of \$1,070.25 Yr. One, \$1,102.25 Yr. Two and \$1,135.25 Yr. Three. All will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.



Investment Amount and Billing Terms:

Investment for Daikin Care Plan - Maintenance Agreement is:

\$4,281.00 Four Thousand, Two Hundred Eighty-One dollars and No cents

\$4,409.00 Year Two

\$4,541.00 Year Three

*Price does not include applicable sales tax

Daikin Service Rates 2019 (meets prevailing wage and is reported weekly)

\$165.00/hr. Straight time \$274.00/hr. Overtime \$330.00/hr. Double time

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Richard Treece
Taft College

Site Address:
29 EMMONS PARK DRIVE
TAFT, California, 93268
United States

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Proposal #: Q-00032914

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Agreement

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.



Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Magnetic Bearing Centrifugal Chillers

Manufacturer/Model/Serial: WMC290D/STNU071100151 & STNU071100150

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Review owner's log for trends.
- Visually inspect units, piping, and accessories for any sign's refrigerant leakage.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect power panels and control panel.
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *
- MicroTech E check, log, last fault analysis, and analyze performance.
- Review compressor event and fault logs.
- Review operating procedures with chiller operator.
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous



materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

Date: July 16, 2019
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services *BW*
Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:

Request for Approval of Aramark Uniform Services Contract

Background:

Aramark Uniform Service has provided bi-monthly mat cleaning services for District facilities since 2014. The attached Service Agreement is a renewal of our contract with Aramark for a period of 36 months. It is my recommendation that the Board of Trustees approve this contract renewal with Aramark Uniform Services for mat cleaning services.

Terms (if applicable):

This contract is effective for 36 months, and requires 60 day written notice for termination.

Expense (if applicable):

\$534.84 per month.

Fiscal Impact Including Source of Funds (if applicable):

This is a budgeted expense included in the Maintenance & Operations annual budget and will be paid for with Unrestricted General Funds.

Approved: 

Dr. Debra Daniels, Superintendent/President



SERVICE AGREEMENT

CUSTOMER NO. 792534233

PAGE NO. 1 of 2

Service to ("Customer"): TAFT COLLEGE

Bill to: TAFT COLLEGE

29 College Court
Service Address

29 College Court
Billing Address

Taft Ca 93263
City State

Taft Ca 93263
City State

Zip Code

Zip Code

GARMENTS AND SERVICES ORDERED:

No. of Wearers	Merchandise	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE™ (per item per week)	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
MAT_NYLON/RUBBE(DM0001DKGY3X10)	10	\$ 5.500	EOW	50%	-	\$ 115.000
MAT_NYLON/RUBBE(DM0001DKGY4X6)	36	\$ 4.000	EOW	50%	-	\$ 87.000
DUST_MOP_HANDLE(CE0102BLAKX)	12	\$ -	EOW	100%	-	\$ 14.380
MOP_SYNTHETIC_B(DP0018GREN36)	16	\$ 1.000	EOW	50%	-	\$ 10.500
MAT_NYLON/RUBBE(DM0001DKGY3X4)	138	\$ 2.000	EOW	50%	-	\$ 45.000
AC_MOP_FRAME(CE0112BLAK36)	9	\$ -	EOW	100%	-	\$ 4.600
MOP_SYNTHETIC_B(DP0018REDD60)	8	\$ 1.730	EOW	50%	-	\$ 20.000

*Represents total units, including items at Customer's location(s) and items in the process of being laundered

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ('Merchandise') rental, lease and/or customer-owned goods program and Customer agrees to pay for all Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

36 months

This Agreement is effective on the date of the last signature to this Agreement, and will continue for ~~30~~ consecutive months following the later of such date of the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of the employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

____ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS will increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements. By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

TAFT COLLEGE 661-763-7767
Name of Customer Customer Phone Number

0
Aramark Representative Name & Title

Name & Title of Customer Contact

Signature - Aramark Representative Date _____

By _____ Date _____
Signature of Authorized Customer Representative

Signature - Aramark General Manager Date _____



Customer Information Sheet (CIS)

CUSTOMER NAME: TAFT COLLEGE
CUSTOMER NO.: 792534233
PAGE NO.: 1 of 1

CONTACT NAME: 0 **CONTACT TITLE:** 0

Reason for CIS: New Customer Add Allied Product Add Other Charges

ALLIED MERCHANDISE AND SERVICES ORDERED:						
MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
		\$ -				

*Represents total units, including items at Customer's location(s) and items in the process of being laundered

Additional Service and Charges

- YES N/A
- Preparation Charge \$0.00 Per Garment
 - Service Charge \$7.50 Per Week
 - Extra Suit Charge \$0.00 Per Wearer
 - Special Merchandise** (if yes, see Special Merchandise Addendum)
 - Direct Embroidered
 - Other
 - Emblem Description**
 - Name Emblem Unit Price \$0.00
 - Company Emblem Unit Price \$0.00
 - Other
 - Emblem Color: _____ Name: _____ Company: _____
 - Emblem Type/Style: _____ Embroidered: Silk Screen: Image Print:
 - Other Charges/Services:

EasyCare™	
Garment Merchandise	EasyCare Rate (per item in inventory per week)

General:
 - There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment
Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.			

- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

TAFT COLLEGE _____ 661-763-7767 _____ 0 _____
 Name of Customer Customer Phone Number Aramark Representative Name & Title
 _____ Date _____
 Name & Title of Customer Contact Signature - Aramark Representative
 By _____ Date _____ Signature - Aramark General Manager
 Signature of Authorized Customer Representative



SPECIAL MERCHANDISE ADDENDUM TO SERVICE AGREEMENT

CUSTOMER NO. 792534233

PAGE NO. 1 of 1

Reference is made to the Service Agreement dated (Service Agreement) between TAFT COLLEGE (Customer) and Aramark Uniform Services (AUS) to which this Addendum is attached.

Special Merchandise Added to Service Agreement:

Table with 8 columns: No. of Wearers, Merchandise, NUMBER OF ITEMS PER WEARER*, CHANGES PER WEEK (per wearer), RATE, RATE BASIS (per item or change), FREQUENCY, REPLACEMENT CHARGE (per item). Header: GARMENTS AND SERVICES ORDERED - SPECIAL MERCHANDISE:

Table with 7 columns: MERCHANDISE, QUANTITY*, RATE PER ITEM, FREQUENCY, MINIMUM BILLED PERCENTAGE, INVENTORY MAINTENANCE, REPLACEMENT CHARGE (per item). Header: ALLIED MERCHANDISE AND SERVICES ORDERED - SPECIAL MERCHANDISE:

*Represents total units, including items at Customer's location(s) and items in the process of being laundered

General Terms:

At Customer's request, AUS has agreed to rent non-standard uniforms, apparel and or allied products (Special Merchandise) that are specifically identified and unique to Customer (which may include uniforms and apparel with direct embroidery).

Notwithstanding anything to the contrary contained in the Service Agreement, in the event that:

- (a) Customer returns, decreases or eliminates any Special Merchandise for any reason at any time during the term or any renewal term of the Service Agreement...
(b) Customer breaches the Service Agreement by early termination...
(c) The Service Agreement is terminated by Customer under the Service/Performance Guaranty clause...

Except as modified in this addendum, with respect to Special Merchandise, all other terms of the Service Agreement shall apply to the Special Merchandise in this Addendum as if incorporated herein in their entirety.

This Addendum is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

TAFT COLLEGE
Name of Customer

661-763-7767
Customer Phone Number

Aramark Representative Name & Title

Name & Title of Customer Contact

Signature - Aramark Representative

Date

By Date
Signature of Authorized Customer Representative

Signature - Aramark General Manager

Date



FLAME RESISTANT SERVICE AGREEMENT

CUSTOMER NO. 792534233

PAGE NO. 1 of 2

Service to ("Customer"): TAFT COLLEGE

Bill to: TAFT COLLEGE

29 College Court

Service Address

29 College Court

Billing Address

Taft Ca 93263

City State

Zip Code

Taft Ca 93263

City State

Zip Code

GARMENTS AND SERVICES ORDERED:

No. of Wearers	Merchandise	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASycare™ (per item per week)	REPLACEMENT CHARGE (per item)

*Represents total units, including items at Customer's location(s) and items in the process of being laundered

Aramark Uniform Services (AUS) will provide Customer with a flame resistant garment('FRG') rental and/or customer-owned goods program and Customer agrees to pay for all Customer's requirements for rented FRGs according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in FRGs. Customer agrees that AUS is its exclusive provider of FRGs and related services and that all rented FRGs will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date of the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 120 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented FRGs, freshly processed, repaired and finished, and will replace rented FRGs that are worn out through normal wear at no additional charge. The weekly rental charges for any individual leaving the employ of Customer can be terminated, subject to the minimum per invoice charges noted below, but only after all FRGs issued to that individual have been returned to AUS, or Customer pays AUS the then current replacement charges for such unreturned FRGs.

Rented FRGs that are lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined FRGs covered by EasyCare™. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented FRGs that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused FRGs are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

____ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented RGs that are ruined by Customer (except through normal wear).

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in

Terms and Conditions Continued on Next Page

FRGs for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges (if employees or products are added to this Agreement, the minimum recurring charges amount will increase by an amount equal to 75% of the increase in weekly invoice).

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all in-service and out-of-service FRGs. In addition, if Customer alters the design of the FRGs or if the FRGs are non-standard, at the expiration or termination of this Agreement for any reason, Customer shall purchase all such altered or non-standard FRGs that are in service and out-of-service at the then current replacement charge. To the extent Customer returns, decreases, or eliminates (including elimination due to specification change) any non-standard FRGs, Customer shall purchase such returned, decreased or eliminated non-standard FRGs at the then current replacement charge.

Customer has requested AUS to supply FRGs and AUS will purchase FRGs and/or flame resistant fabric from suppliers who represent that they manufacture the FRGs and/or flame resistant fabric, as applicable, from what has been represented to AUS to be flame-resistant materials. Customer acknowledges that numerous manufacturers market fabrics and garments represented to be flame-resistant. While AUS has no reason not to believe representations made by the manufacturers of the fabric and/or garments chosen by Customer to be provided under this Agreement, AUS makes no representation, warranty, or covenant as to the flame-resistant qualities of the FRGs or the fabric selected by Customer. Customer acknowledges and agrees that Customer has the best understanding of the intended use of the FRGs and that Customer has determined that FRGs being provided by AUS are appropriate for such use of Customer and its employees. Customer is responsible for ensuring the safe and proper use of the FRGs. Further, Customer assumes all risks associated with the use of the FRGs and hereby releases AUS from any liability of any kind or nature whatsoever that might result from the failure of the FRGs to function as flame-resistant (including the situation where one or more emblems or other items are affixed to any FRG at Customer's request).
By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Customer agrees to notify all employees of Customer who will be wearing the FRGs that the FRGs are designed for the prevention of clothing ignition during short term and emergency flame exposure only and are not designed for long term high heat exposure or for use around open flames, and that no representation is made by AUS as to the FRGs ability to protect users from injury or death.

The FRGs contain no special hazardous substance resistant features and are not designed for use in areas where contact with hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto any FRG and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective FRGs, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

To the full extent permitted by law, Customer agrees to defend, indemnify, and hold harmless AUS and its affiliates and their respective officers, directors, employees and agents from and against all claims, causes of action, suits, damages, liabilities, costs and expenses or other obligations of any nature whatsoever relating or arising out of or alleged to have arisen out of the degradation or loss of flames resistant properties of the FRGs or the provision or use of any FRGs, including but not limited to the use of any FRG by Customer's employees, agents and independent contractors, in each case whether or not caused by the alleged negligence or other fault of AUS.

Except as set forth herein, the FRGs and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

TAFT COLLEGE
Name of Customer

661-763-7767
Customer Phone Number

0
Aramark Representative Name & Title

Name & Title of Customer Contact

Signature - Aramark Representative

Date

By _____ Date _____
Signature of Authorized Customer Representative

Signature - Aramark General Manager

Date

Date: July 17, 2019
Submitted by: Severo Balason, VP of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification



Board Meeting Date: August 14, 2019

Title of Board Item:

CPR/AED Training for Administrators and Campus Safety Personnel Provided by Cintas Corp.

Background:

We have purchased nine additional AED units to supplement the four units currently on campus. While the units are easy to use, knowing when to use them and how to handle a cardiac event is essential for their successful use. Cintas Corporation will be providing online CPR and AED training and skills assessment for 26 Taft College personnel.

Terms (if applicable):

The self-paced training will begin 7/22/2019 and the skills assessment will take place 8/12 and 8/13/2019.

Expense (if applicable):

26 personnel trained @ \$97 each = \$2,522.00

Fiscal Impact Including Source of Funds (if applicable):

This expense has been budgeted for fiscal year 2019-2020 VPSS Security Budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

The services provided by Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") to the Customer identified on the facing page (the "Customer") are governed by the following terms and conditions. By signing the Course Confirmation Letter or otherwise accepting the services (the "Services") provided by Cintas, Customer agrees as follows:

- 1. Pricing.** The pricing set forth on the facing page shall be fixed for 30 days following your receipt of this letter and may be increased or decreased by Cintas in its sole discretion following such 30 day period.
- 2. Warranty.** Cintas warrants that any Services will be rendered in a professional manner by personnel familiar with the relevant materials and information. Cintas' sole obligation, and Customer's sole remedy, for breach of these warranties will be (i) to re-perform the Services at no additional charge, or (ii) at Cintas' option, to refund the fees paid by Customer for such non-conforming Services.
- 3. Disclaimer/No Legal Advice.** EXCEPT AS SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS SERVICES HEREUNDER OR IN CONNECTION WITH SERVICES OFFERED.
- 4. Limitation of Liability and Indemnification.** Customer agrees to waive, release and forever discharge Cintas from any and all liabilities, claims, losses, demands, costs, expenses or rights of action, of whatever kind or nature, which the Customer has or which may hereafter accrue to it against Cintas, arising from or by reason of any, and Customer assumes full responsibility for (a) noncompliance with applicable laws or regulations (including, without limitation, under OSHA or any equivalent agency of a state, territory or municipality), (b) bodily injury, (c) death or (d) property damage (collectively, "Claims") which may be sustained by the Customer or any of its employees, agents and/or invitees in connection with the Services provided by Cintas and/or the use of Customer property by Cintas in connection therewith. Customer further acknowledges and agrees to indemnify and hold harmless Cintas from any and all Claims of Customer's employees, agents and/or invitees or other third parties in connection with the Services provided by Cintas and/or the use of its property by Cintas in connection therewith, including, but not limited to, indemnification for any judgments, and all costs, expenses, and attorneys' fees resulting from the assertion of any such Claims by any person or entity. Notwithstanding the foregoing, Cintas may be liable for Claims arising directly from its gross negligence, bad faith or willful misconduct (as finally determined by a court of competent jurisdiction); provided, however, that Cintas' aggregate liability to Customer for any Claims shall in no event exceed the aggregate amount of compensation paid or contemplated to be paid to Cintas by Customer in connection with the Services. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, EVEN IF IT WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 5. Dispute Resolution.** Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

Course Confirmation Letter



Thank you for scheduling your training with Cintas First Aid & Safety. We look forward to working with your employees and helping your company get Ready for the Workday®.

Depending on the topic, make sure you have ample space in your training area and the attendees dress comfortably. Since many people like to take notes we recommend that every attendee bring a pen/pencil.

Please submit a class attendee list to your instructor **prior** to the day of the class.

We are confirming the following class(es) as scheduled:

Customer Name: Taft College
Address: 29 Cougar Ct. Taft, CA. 93268
Contact Name: Kevin Altenhofel
Phone: (661) 763-7872 Ext Cell:
Email: kaltenhofel@taftcollege.edu
Customer Number/Route: / Rte: 22
Date(s) & Time(s): online keys from to

Class Type: 65031 HS FA W/ CPR & AED ONLINE (KEY + SKILLS CK)
Instructor: Larry Todd

Price: \$97.00 per online key (26) online keys issued: Total **\$2522.00**

Customer PO #: P0052009

Rescheduling/Cancellation Policy:

Failure to give notice of cancellation or rescheduling of a class **10 business days** prior to the scheduled class will result in your company paying the charge of one-half of the course amount. Any cancellations or rescheduling with **5 business days or less** notice will result in the full charge of the course amount. We know that changes sometimes are necessary, let us help when they arise. Please call me **Kathy Ramos-Jeang** at 424.242.0972 or email me ramos-jeangk@cintas.com if you need any additional information or need to reschedule.

Please review the terms and conditions on the second page of this confirmation letter, which apply to our training services. In order to save your class dates, please sign and return to:

X 

Signature of Company Representative

Date 7/11/19

Severo M. Balason, Vice Pres. of Student Svcs.
Print Name

ORDER CONFIRMATION



Date: 7/11/2019

One Time PO#: _____

Blanket PO #: _____

PO Required?:

**ORDER CONFIRMATION
NOT AN INVOICE**

INTERNAL USE ONLY:		Cintas Branch #: 69G
Sold-To #:		Distribution Channel:
Payer #:		Service Route #: 22
Bill To Party #:		Install Route #:
ZREG or ZNAT:		Sold Bundle? _____
Local Sales Representative: Ken Adams		Bundle Name: _____
MLA Sales Representative:		# of Employees: _____
Location # submitting cross-sell Lead:		Partner submitting Lead:

Sold-To Name: Taft College

Sold-To Address: 29 Cougar Ct.

City, State, ZIP: Taft, CA. 93268

Phone: (661) 763-7872

Contact Person: Kevin Altenhofel

Email: kaltenhofel@taftcollege.edu

Payer Name: Taft College

AP Contact: Sheila Green, Accounting Technician

Payer Address: 29 Emmons Park Drive

City, State, ZIP: Taft, CA, 93268

Email: sgreen@taftcollege.edu

Phone: 661-763-7915

Fax: 661-763-7828

Bill-To Name: Melissa Blanco - Student Services

Bill-To Address: 29 Emmons Park Drive

City, State, ZIP: Taft, CA, 93268

Qty	Material #	Description	Unit Price	Total
26	65031	HS FA/CPR/AED OL KEY/SKLS	\$97.00	\$2,522.00
	400	Service Charge		\$0.00

Payment Terms:
 Terms: Net 30
 Other Terms: _____
 Tax Exempt? (If yes, attach forms)

Your Estimated Total \$: \$2,522.00

Customer's Signature Authorized Name *Kevin Altenhofel* Date 7/15/19
I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company.

Service Frequency:
 4 Weeks
 Other N/A

Customer Credit Reference Information			
Supplier's Name #1: N/A (State Educational Facility)			
Contact:	Phone Number:		
<i>For Cintas Office Use Only</i>			
Pmt Terms:	How long a customer?	Amt Outstanding?	Avg Pmt Days?
Supplier's Name #2:			
Contact:	Phone Number:		
<i>For Cintas Office Use Only</i>			
Pmt Terms:	How long a customer?	Amt Outstanding?	Avg Pmt Days?
Supplier's Name #3:			
Contact:	Phone Number:		
<i>For Cintas Office Use Only</i>			
Pmt Terms:	How long a customer?	Amt Outstanding?	Avg Pmt Days?
Supplier's Name #2:			

Invoice Delivery:
Option #1:
 Leave invoice on-site & email
 Leave invoice on-site

Option #2:
 Mail invoice to Bill To address
 Mail invoice to Payer address
 Email invoice only

Weekly
 Monthly

Payment Options (how do you pay invoices?):
 ACH/EFT
 Check
 Credit Card (form to be sent after account setup completed)
 Portal (must be approved by AR FSC,60A)

Delivery/Installation Instructions:

OUR PLEDGE: To exceed your expectations by providing outstanding service, premium quality products, and unsurpassed knowledge in the pursuit of making your workplace safer, more productive, and more cost-effective.

Confidential Information: This document contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This document and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, without the prior written authorization of Cintas Corporation and those so authorized may only use the information consistent with the authorization. Reproduction of any section of this document or any attachments hereto must include this legend.

Date: July 24, 2019

Submitted by: Severo M. Balason, Jr., VP of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification



Board Meeting Date: August 14, 2019

Title of Board Item:

Agreement with AVID for Higher Education - Membership, Professional Development Trainings, Materials and Resources

Background:

AVID for Higher Education (AHE) supports institutions of higher education that are committed to student success. AHE's mission is to increase student persistence and completion through a series of intentional, strategic interventions that strengthen and enhance new and existing curricular and co-curricular activities on campus. Taft College would like to continue services with AVID through purchasing an annual AVID for Higher Education subscription and membership. The Learning Center would like to continue to use AVID materials to train tutors for the 2019-2020 academic year, as well as have optional access to AVID on campus and off campus professional development.

Terms (if applicable):

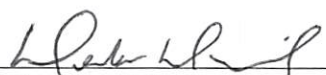
The term is for July 1, 2019 through June 30, 2020.

Expense (if applicable):

The cost for services is a total of \$900 plus applicable taxes.

Fiscal Impact Including Source of Funds (if applicable):

SEAP/Basic Skills funds will be utilized and have been included in the 2019-2020 budget projections for this request.

Approved: 

Dr. Debra Daniels, Superintendent/President

AVID Center Quote



Quote #: Q-72797
 29 Cougar Ct
 Taft, CA 93268
 Quote Prepared For:
 Taft College

AVID Representative: Julia Kendry
 Phone: 2527
 Email: jkendry@avid.org

Taft College			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AHE Base Affiliation Professional Services Package	\$900.00	\$900.00
Taft College SUBTOTAL:			\$900.00

TOTAL:	\$900.00
<i>plus all applicable taxes</i>	

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

Additional Comments:

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement (“Agreement”) is entered into by and between AVID Center, a California non-profit corporation (“AVID Center”) and Taft College (“Client”).

Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement (“Agreement”): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client’s implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due as listed in this Agreement.

1.9. Quote: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. Term: The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote (“Term”). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client’s performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center’s prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol © immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to

the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Invoicing and Payment: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action

(e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID for Higher Education (AHE) Student Success Implementation

(a) AVID Professional Service Benefits for AVID for Higher Education Student Success Implementation:

(i) **Definition: AVID for Higher Education Student Success Implementation (also called "AVID for Higher Education Student Success" or "AHE Student Success" or just "Student Success"):** The AVID for Higher Education Student Success Methodologies that comprise the implementation.

(ii) **AVID for Higher Education Student Success Implementation Base Affiliation Professional Service:** The collection of AVID for Higher Education Student Success Implementation services and products, which includes access to the Student Success Materials and Methodologies. Such access is given to the IHE (Institution of Higher Education) listed on the Quote as purchasing AHE Student Success Implementation Professional Service. Annual Service runs concurrently with the Term.

AVID Center agrees to provide support to IHE through AVID Center's National and AVID for Higher Education offices. Support from AVID Center's National and AHE offices includes:

- Access to purchase Professional Learning for the AVID team and AVID instructors through Summer Institute;
- Limited support and assistance for the AVID for Higher Education Student Success Liaison(s) via email or phone; and
- Assistance in identifying and establishing articulation with area districts.

(iii) **AVID Implementation and Materials:** IHE is eligible to implement AVID for Higher Education Student Success and to use the licensed AVID trademarks, libraries and materials for IHE's Student Success Implementation pursuant to the provisions of this Agreement.

(iv) **AVID Reports:** AVID Center agrees to provide IHE with reports on AVID data collected in other IHEs.

(v) **AVID Summer Institute:** IHE may attend AVID for Higher Education strands at AVID Summer Institutes.

(vi) **Licensing Benefits:** AVID for Higher Education Student Success Implementation Professional Service includes a license to use the AVID Trademarks to promote AHE Student Success Implementation, to use and implement the AVID Methodologies, and use of AVID Materials at IHE for educational purposes relating to the AHE Student Success Implementation, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term.

(b) **IHE Responsibilities:**

(i) **Student Success Methodology:** IHE agrees to implement AVID for Higher Education Student Success per the program guidelines and AHE Student Success Essentials as listed below and set forth in the AVID publications, guidebooks and program materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. IHE will implement AVID Methodologies in first year courses and in general education. IHE will not materially deviate from the AHE Student Success Essentials without the prior written consent of AVID Center.

- Essential 1 – Administrative Leadership and Support
- Essential 2 – AVID Team
- Essential 3 – Faculty and Staff Professional Learning
- Essential 4 – AVID Experience: First Year Through Completion
- Essential 5 – Data Collection and Research

(ii) **Student Success Qualified Staff:** IHE agrees to maintain, at its expense, an AVID for Higher Education Student Success Liaison. The AHE Student Success Liaison will attend AVID Summer Institute and coordinate on site professional learning and visitation services.

(iii) **Faculty and Staff Professional Learning:** IHE should send a minimum of a six-member team to attend the AHE designated AVID Summer Institute for the first two years of the Student Success Implementation. AVID Center recommends

continuing sites send teams to the AHE designated AVID Summer Institute in subsequent years to maintain and enhance the quality of the Implementation at IHE.

(iv) **Data Collection:** IHE shall collect and provide the program data pertaining to student demographics, course enrollment, program characteristics and related outcomes specified by AVID Center according to the timeline established by AVID Center. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by IHE as "privileged" or "confidential" before IHE delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for program reporting purposes. IHE reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 3.5 in a manner that would violate, or cause IHE to violate, any applicable provision of FERPA.

(v) **Student Success Library:** If IHE is in the first year of a full implementation of AHE Student Success, then IHE agrees to purchase at least one (1) complete AHE Student Success Library. IHE shall be entitled to use the AVID library only at the IHE for which the materials were originally purchased. AVID Libraries are non-transferable. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

(c) **AVID for Higher Education Student Success Liaison(s):**

(i) **Role of the Student Success Liaison:** In order to disseminate the Implementation effectively and to build a strong AVID Program, AVID Center coordinates training and networking of campus liaisons known as AHE Student Success Liaisons. The primary role of the AHE Student Success Liaison is to coordinate support for AVID planning, campus team meetings, and implementation. AHE Student Success Liaison(s) will accept responsibility for ensuring the implementation of AHE Student Success key components per the AHE Student Success Essentials and for facilitating the development of campus conditions that ensure effective implementation as determined by the IHE's AVID Team. AHE Student Success Liaison(s) will attend AVID Summer Institute with the campus teams to develop the plan for quality implementation and attend the AHE Student Success Liaison Training Strand to support effective AHE Student Success implementation.

(ii) **Time Allocation for the Student Success Liaison:** The ability of the AHE Student Success Liaison to plan and implement AVID is impacted by the proportion of the Student Success Liaison's other job responsibilities. AVID Center recommends

that an adequate amount of time be allocated for the Student Success Liaison to oversee the implementation of AVID on the campus.

(iii) **Student Success Professional Learning:** The AHE Student Success Liaison coordinates professional learning for faculty, staff, AVID tutors, team and leadership meetings, and the campus participation in AVID sanctioned Summer Institute(s).

(iv) **Student Success Technical Support to Site:** The AHE Student Success Liaison serves as an instructional leader, sharing techniques and materials to recruit and promote interest among faculty and other student services staff.

(v) **Data Collection and Research:** The AVID Student Success Liaison(s) coordinate the collection of data as requested by the AVID Center, and uses resources within IHE, as available, to monitor progress and success of planning and implementation.

(vi) **Building a Structure of Support:** The AHE Student Success Liaison(s) coordinate the establishment of an AVID college team that includes institutional administration and faculty (i.e. Math, Science, English, Social Science, Freshman Seminar, counseling staff, mentors, and tutors). The AHE Student Success campus team ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to and success in credit-bearing courses.

(vii) **Outreach:** The AHE Student Success Liaison(s) respond to inquiries from the community regarding the AHE Student Success Implementation. The AHE Student Success Liaison(s) work collaboratively with the college marketing and public information staff to design and disseminate internal and external public relations and media communications.

(viii) **Partnerships with School Systems:** The AHE Student Success Liaison(s) work with local high schools and community colleges, four-year colleges, and/or universities as applicable to coordinate student outreach, tutor employment, and support for AVID students.

(ix) **Coordination with AVID Center:** The AHE Student Success Liaison(s) for each Implementation listed on Quote coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for the AVID planning and Implementation process. The AHE Liaison(s) also maintain open communication and collaboration with AVID Center by providing information about AVID Program activities, by participating in AVID conferences, by networking via phone/ FAX/ email, etc.

(d) **Quality Standards:** To ensure the successful AHE Student Success Implementation, IHE agrees to comply with the quality standards in the AHE Student Success Essentials, materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

Taft College

Signature: _____

**Print
Name:** _____

Title: _____

Date: _____

Signature: _____

**Print
Name:** _____

Title: _____

Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

Date: July 22, 2019
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Bm

Board Meeting Date: August 14, 2019

Title of Board Item:

Request for Approval of Two-Year Contract Renewal with CAKE Corporation for Point-of-Sale System for Cafeteria

Background:

In 2016 the cafeteria began using the CAKE point-of-sale (POS) system to increase efficiency within cafeteria operations. The CAKE POS has allowed the cafeteria to accept payments in the form of debit and credit cards, cash, and checks.

The CAKE POS system provides full product warranties on hardware and software, 24/7 customer support, free software updates, a built-in customer loyalty application program, and a full menu of reports to view performance, identify trends, and support better management decisions.

It is my recommendation that the Board of Trustees approve the two-year contract renewal with CAKE Corporation for the cafeteria point-of-sale system.

Terms (if applicable):

24-month service agreement upon renewal.

Expense (if applicable):

\$49 per month for point-of-sale service access and support.

Fiscal Impact Including Source of Funds (if applicable):

This expense has been included in the cafeteria budget for the 2019/2020 fiscal year.

Approved: 
Dr. Debra Daniels, Superintendent/President



POS Agreement

Please complete this account application and read the attached Terms and Conditions and any additional forms which together comprise the "Agreement." A copy of the Terms and Conditions will be available in the CAKE Merchant Portal.

RESTAURANT INFORMATION

Restaurant Name (DBA)	Taft College	Contact Name	Debra Daniels		
Restaurant Address	29 Cougar Ct	City, State, Zip Code	Taft	CA	93268
Mobile	(661) 763-7710	Email	ddaniels@taftcollege.edu		

Point of Sale Terminals	Lease - 36 months	Purchase	QTY		Total
			Black	White	
POS Station Bundle - 1 Terminal, 1 Thermal Printer, 1 Payment Cube, 1 Cash Drawer	<input type="checkbox"/> \$69/month ^{1,2}	<input type="checkbox"/> \$1,499			\$
POS Station Bundle with Customer Touch Display 1 Terminal, 1 Thermal Printer, 1 Payment Cube, 1 Cash Drawer, 1 CTD	<input type="checkbox"/> \$69/month ^{1,2}	<input type="checkbox"/> \$1,699			\$
POS Terminal - 1 Terminal, 1 Payment Cube		<input type="checkbox"/> \$1,059			\$
POS Terminal with Customer Touch Display - 1 Terminal, 1 Payment Cube, 1 CTD		<input type="checkbox"/> \$1,259			\$
Activation Services Database creation, PCI & encryption, software licensing, virtual training, CAKE University, Cloud Access and OLD App listing ³		\$ 999			\$
Lease Administration Fee		<input type="checkbox"/> \$149			\$
Extended Warranty - 2nd Year Warranty (per POS Terminal, included during entire length of lease period)		<input type="checkbox"/> \$299			\$
POS Networking Kit - CAKE-certified Router and Network Switch		\$ 279			\$

Additional POS Hardware	Purchase	QTY		Total
		Black	White	
Epson Thermal Printer	\$349			\$
Cash Drawer	\$99			\$
Cash Drawer Splitter - allows you to connect 1 POS Terminal to 2 Cash Drawers	\$25			\$
Epson Impact Printer	\$399			\$
Barcode Scanner	\$349			\$

OrderPad	Purchase	QTY	Total
OrderPad Activation - includes 1 OrderPad Wifi Access Point	<input type="checkbox"/> \$299		\$
OrderPad Bundle - Apple iPad Mini 5 (or later), Case, and Payment Reader	\$599		\$
OrderPad Wifi Access Point	\$249		\$
OrderPad Payment Reader - Lightning-compatible credit card reader	\$99		\$

Training & Menu	Price (ea)	QTY	Total
Standard Menu Services	<input type="checkbox"/> \$199		\$
Premium Menu Services	<input type="checkbox"/> \$999		\$
Premium Activation Services - includes 1 Day On-site Training, Premium Menu Service, and covers \$500 travel cost	<input type="checkbox"/> \$2199		\$
Additional Training Days - requires a custom quote based on location and availability			
		Subtotal	\$ 0
		Shipping & Handling	\$
		Discounts & Promotions	\$
		Total Due at Signing (not including taxes)	\$ 0

Total fees due as calculated above do not include local sales tax or any applicable electronic waste recycling fee. Operator is responsible for all such taxes and fees. Fees actually charged (through invoice or ACH deduction) by CAKE will include additional sales tax amounts.



POS Agreement

Monthly Services	Price (ea)	QTY	Total/month
POS Monthly Lease Payment ¹	\$ 69 /month		\$
POS Software Service - <i>software subscription for the first terminal, cloud access, and customer support</i> ²	\$49 /month	1	\$ 49
Additional POS Software Service - <i>software subscription for each additional terminal</i> ³	\$ 29 /month		\$
OrderPad Service - <i>software subscription for each OrderPad terminal</i> ⁴	\$ 49 /month		\$
Monthly Payment Amount (not including taxes)			\$ 49

SERVICE TERM COMMITMENT

Twenty-Four Months: By signing below you agree to pay for 24 months of POS Services (the "Service Term"). The Service Term commences upon activation of the service (the "Activation Date") and is subject to cancellation restrictions and automatic renewal per the POS Terms and Conditions. At the end of the Service Term, POS Services automatically renew at CAKE's then-current "month-to-month" (i.e. no term commitment) fee. Expected renewal fee: \$79/month per each POS or mobile terminal.

1 Lease payments are due and charged at the start of each month. Default in payment or theft or destruction of hardware may result in repossession of hardware or charge to operator for the then-present value of the hardware. See the POS Hardware Lease Terms for additional lease terms.

2 Option to purchase hardware at the end of the lease term is based on fair market price of hardware. Expected fair market value at the end of the 3 year lease term: \$149.

3 Activation fees are non-refundable. Checks for activation fees will be deposited within 10 days of Agreement signing.

4 Website and mobile orders subject to fee equal to 5% of each total transaction amount (inclusive of taxes). Restaurant is responsible for ensuring that fees do not result in any diminishment of tips (except as permitted by law) owed to service or delivery workers.

5 Set-up, servicing and invoicing of CAKE Market Services are generally performed by a third party and not CAKE and subject to a separate agreement solely between Operator and the third party. See Terms and Conditions.

I have reviewed the above information and verify that it is correct.

Initial

CAKE | POS Agreement

OWNERSHIP INFORMATION

Legal Name	Taft College Cafeteria	Phone	(661) 763-7786		
Legal Address	29 Emmons Park Dr	City, State, Zip	Taft	CA	93268

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

I hereby authorize CAKE to debit from and credit to my bank account via ACH amounts due to or from CAKE under the Agreement Initial _____

BANK ACCOUNT

Please provide your Bank Routing Number (ABA) and Bank Account Number below. This will be the account from which amounts due hereunder (including monthly POS Service fees) are deducted. If you process credit cards subject to a payments agreement with CAKE, this is the account where your settled credit card funds will be deposited.

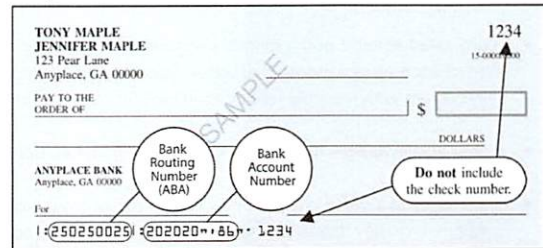
Bank Routing Number (ABA):

Bank Account Number:

Re-enter Bank Account Number

Account Holder Name

Sample Check



CAUTION The routing and account numbers may be in different places on your check.

CREDIT CARD

If CAKE is unable to bill monthly fees via ACH, a credit card on file will be charged. The credit card will only be charged if the initial ACH payment fails.

Visa MasterCard Discover American Express

Cardholder Name	Card Number	Card Exp	/
Billing Address	Billing City, State, Zip	CA	

Charge amount due at contract signing to: Bank Account Credit Card

I have reviewed the above information and verify the above information is correct.

Please verify this information is correct. CAKE is not responsible for any mistakes (which may result in misdirection of funds or bank penalties to you). **The services are subject to automatic renewal and recurring charges to your payment card or bank account at regular intervals up and through any renewal term. Recurring services and charges continue until canceled in accordance with the terms of the agreement.** Initial _____

BY SIGNING BELOW, I (1) AGREE TO THE TERMS AND CONDITIONS (THE "TERMS") OF THIS AGREEMENT AND ANY ADDENDA ATTACHED TO THE TERMS AND (2) ACKNOWLEDGE THAT CAKE'S SALES REPRESENTATIVE HAS DELIVERED A COPY OF SUCH TERMS TO ME.

OPERATOR		CAKE CORPORATION	
Signature x	Title Superintendent/President	DocuSigned by: Signature x	Title Customer Success Coordinator
Name Debra Daniels	Date	Name Kelly Lepine	Date 7/24/2019



POS Agreement

ACKNOWLEDGEMENTS

- CAKE does not provide installation services. Installation is the sole responsibility of you, the operator. This includes any installation performed by you or your staff as well as service performed by 3rd party installation partners recommended by CAKE "CAKE Certified" or another 3rd party installer of your choosing. All costs and materials required for installation are your sole responsibility. CAKE provides a list of CAKE Certified installation partners and some basic materials for installation of the system however other materials such as longer cables, mounting hardware, cable management solutions etc. are not included in the basic setup kit and are your responsibility if desired.
- CAKE hardware sold to and owned by Operator is subject to a limited warranty as per Terms and Conditions. For service, support, or warranty assistance of third party hardware and accessories, you should contact the manufacturer directly. For example, when Apple products fail to function under normal use contact Apple support for repairs and replacements under their original manufacturers' warranty. Software and services owned by CAKE or its partners are subject to Operator's right to use for so long as Operator pays for the underlying POS software service and does not become delinquent on any hardware payments or otherwise violate the POS Term and Conditions.
- CAKE is not responsible for loss or damage to hardware due to theft, fire, negligence, misuse, normal wear and tear, or natural disaster. CAKE hardware that is defective and under warranty may be refurbished or replaced with a new or refurbished model of equivalent functionality and with the balance of original warranty applied.
- The start of the monthly POS Service commences 7 days after hardware delivery.
- A pro-rated amount of the monthly service fee is due at end of the first month of service and the full monthly POS Service fee is charged at the start of each service month thereafter. Generally, payment will be via ACH and will revert to credit card in the event of ACH failure. Failure to stay current with monthly fees or an installation plan can result in immediate suspension of your CAKE service.
- Signer acknowledges full understanding of all POS functionality and limitations and the terms and conditions of POS service.
- Signatories to a CAKE payment processing account will have a credit check run against their names as part of the application process. The credit inquiry may appear on the individual's consumer credit report. Onboarding for CAKE payment processing is the responsibility of the merchant. Instructions for completing the CAKE payment processing application will be provided via email after the POS Agreement is completed.
- To improve CAKE's services or promote CAKE's business, CAKE may share transaction data with its corporate affiliates, including Sysco Corporation.
- Online order settlement is performed on a regular basis into the specified bank account net of applicable fees (5%). Settlement reports will be available in the CAKE Merchant Portal.
- Unused Purchased Hardware may be returned for a refund (minus a 30% restocking fee) after delivery only if returned within 10 days of receipt and shipped back with all original materials and packaging. Set-up fees (e.g., activation fees) and any shipping and handling fees are non-refundable. POS services and leases are non-cancelable notwithstanding any qualifying return of purchased hardware.

I have reviewed the above information and understand the terms.

Initial



Welcome

Thank you for choosing to run your business with CAKE. We know this is a big decision, and we couldn't be happier to have you as a partner. Your hardware should arrive within 7 business days of signing this contract (or at your requested delivery date). **Here's a sense of what to expect going forward:**

GETTING STARTED

We will notify you by email once your hardware has shipped, as well as provide a tracking link to follow your system while in transit. We suggest that you begin prepping for the setup and installation of your system right away. You will start receiving email instructions to guide you through each phase of set-up while your POS makes its way to you!

MENU BUILD

Building the menu is an essential part of your initial system setup. If you choose to build the menu yourself, please visit CAKE University (university.cake.net) for a complete tutorial. Other options are also available to you, please ask your Restaurant Specialist for details.

CREDIT CARD PROCESSING

Implementation process and timeline will vary depending on selected merchant processor and card types you wish to accept. Please contact your Restaurant Specialist for details.

INSTALLATION

Your hardware will be shipped directly to you with detailed instructions on installation. Installation is relatively straightforward. But, if you'd rather have it completed for you, we can direct you to one of our CAKE Certified 3rd-party installers to set up a date and discuss the specifics of your installation. You are also free to contract the installation to a 3rd-party of your choosing. Totally up to you, but CAKE does not offer installation services in-house.

TRAINING

Getting familiar with your POS is vital to your success, and we are here to help if you need it. Your purchase includes unlimited access to CAKE University (university.cake.net), so please log in and begin familiarizing yourself with your system's capabilities.

We highly suggest you participate in a complementary Virtual Training session to help familiarize yourself with our system. In the follow-up emails, you will use the link provided to schedule your training session. Premium on-site training can also be purchased, so please contact your Restaurant Specialist if this interests you.

CAKE MARKET

CAKE Market is your one-stop shop for third-party add-ons. We've diligently scouted for and integrated with best-in-class partners to handle your back-of house needs. All onboarding, set-up and app support are handled directly by these trusted third-party partners. Visit market.cake.net to learn more.

BILLING

Billing will commence automatically at the completion of your Virtual Training, or a maximum of 7 Days after you receive your hardware.

24/7 CUSTOMER SUPPORT

Our in-house support staff is available by phone 24/7. Reach us at **855.696.CAKE** if you have any questions regarding your account or just want to say hello.

Thank you for choosing CAKE. We can't wait to help make your life easier.

I have reviewed the above information and understand the terms.

Initial



Welcome

PRE-INSTALLATION REQUIREMENTS

ELECTRICITY

2x always active and available power outlets per POS terminal, 1 per remote printer/device available within 6ft of desired device placement.

INTERNET

1x always active and available Ethernet access port on a Internet Service Provider modem set to DHCP. Internet connections with a designated static IP will require additional configuration and should be reported prior to hardware shipping to avoid installation delays. Business class DSL or Cable preferred, wireless providers such as Satellite, RF, Microwave, Cellular, "Antenna" are not officially supported.

Completed countertops, walls, ceilings, & floors ready for surface mounted permanent installation.

17"H x 18"W x 18"D of existing counter space per POS w/Cash Drawer.

12"H x 10"W x 10"D of existing counter space per POS w/o Cash Drawer.

5"H x 15"W x 15"D of existing counter space per Cash Drawer.

7"H x 6"W x 5"D of existing counter space per remote Printer.

Failure to meet these requirements will not result in service credit and may result in rescheduling fees for premium services from CAKE or installation services from 3rd party installers.

WHY CHOOSE CAKE CERTIFIED?

Certified - Our Certified Installers are obligated to meet the standards necessary for properly deploying the CAKE POS system.

Licensed and Insured - Hiring a licensed and insured contractor offers many additional protections to restaurant operators.

Reliability - Our certified installers all stand behind their work. Repairs due to defects in workmanship are usually covered.

Project Management - Our certified installers will provide a dedicated Project Manager as a single point of contact for your CAKE installation.

Advanced Support - Technicians have a direct line of contact to CAKE Support for additional troubleshooting.

Verified - Upon completion, the technician will contact CAKE Support to verify everything is working properly before leaving your restaurant.

Full Service - A technician will arrive on site to take care of the complete installation and verify connection. You'll be ready to take orders upon completion.

Custom Installations - A technician will install the system to meet your specifications and budget. You decide what's important to you - custom in-wall wiring, cable management, wall jacks, the works!

Ongoing Installation Support - Need to move a terminal? Install an additional printer? Did you change Internet providers? Our certified installers can provide support beyond your initial installation at reasonable rates.

CAKE NATIONWIDE CERTIFIED INSTALLERS

IST - Installation Service Technology

913-652-7000
cake.installs@istservice.com

I have reviewed the above information and understand the terms.

Initial

Operator POS Terms and Conditions

Last Updated: May 1, 2017

These Operator POS Terms and Conditions (these “**Terms**”), together with the other terms in the Agreement, are a binding contract between Cake Corporation (“**Cake**”) and the person or entity who is agreeing to the Agreement (“**Operator**”). The Agreement governs Operator’s use of the Cake services and products described in the Agreement that Operator has acquired a right to use in accordance with the terms of the Agreement (the “**Cake Services**”). “**Agreement**” means: (a) these Terms, including each document incorporated by reference into these Terms, (b) any terms agreed to as part of the Account (as defined below) creation or update process, (c) any Additional Terms (as defined below), (d) the Privacy Policy found at: <http://www.trycake.com/legal/privacy-policy/> (“**Privacy Policy**”), (e) if Operator has ordered any Leased Hardware (as defined below), the Lease Terms, (f) the Hardware Return Policy and Limited Warranty, (g) each Order (as defined below) entered into by Operator and Cake, and (h) each document incorporated by reference into the Agreement.

BY SUBMITTING AN ORDER (AS DEFINED BELOW), APPLYING FOR AN ACCOUNT (AS DEFINED BELOW), OR OTHERWISE ACCESSING OR USING ANY OF THE CAKE SERVICES, OPERATOR IS ACCEPTING THE AGREEMENT AND AGREES THAT OPERATOR HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE AGREEMENT. IF YOU ARE USING THE CAKE SERVICES ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION, THEN YOU REPRESENT AND WARRANT THAT YOU: (a) ARE AN AUTHORIZED REPRESENTATIVE OF THAT ENTITY WITH THE AUTHORITY TO BIND THAT ENTITY TO THE AGREEMENT AND (b) AGREE TO BE BOUND BY THE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE CAKE SERVICES.

1. ORDERING CAKE SERVICES

Operator may acquire Cake Services through an initial order placed with Cake (the “**Initial Order**”) and one or more additional orders that reference the Agreement and are placed with Cake during the Term (as defined below) (each, a “**Supplemental Order**” and all Supplemental Orders, if any, together with the Initial Order, the “**Orders**”). Each Order placed by Operator is subject to acceptance by Cake. Cake and Operator will cooperate to determine how a particular Order may be placed (e.g., through a Cake-controlled website, through a Cake representative, or otherwise). The pricing for Cake Services on each Order is based on Cake’s then-current pricing for the applicable Cake Service(s), except as otherwise expressly agreed by Cake.

2. ACCOUNT APPLICATION AND USE; UPDATES

2.1. Account Application. Operator must create a registered user account through Cake’s designated website or other process (the “**Account**”) to acquire or use the Cake Services. The Account creation process may occur in connection with placing the Initial Order and additional information may be required in connection with the Account as part of Supplemental Orders. The application that Operator is required to complete and submit to create its Account (the “**Account Application**”) may require Operator to provide information and consents regarding its business and bank account(s) and is subject to Cake’s final review and approval.

2.2. Account Access. Operator is solely and exclusively responsible for the confidentiality of and controlling access to the Account, including any use by any third party, and is further responsible for changing login information (such as the password) to maintain continued confidentiality and limited access to the Account. Cake will not be responsible for any losses arising out of the unauthorized use of the Account. If Operator has reason to believe that the Account is no longer secure, Operator must immediately notify Cake at support@trycake.com.

2.3. Changes to Account or Operator. Operator will keep information about Operator within the Account complete and accurate at all times. Operator will make commercially reasonable best efforts to promptly notify Cake of any anticipated sale of or change of control in Operator's business or of its intent to change Operator's trade name or fundamentally modify the manner in which Operator accepts payments.

2.4. Activation of Cake Services. Operator will cooperate with Cake to install applicable equipment, integrate systems, or otherwise activate any Cake Service as is reasonably necessary for the applicable Cake Services to be used by Operator. Failure to cooperate in the activation of a Cake Service does not relieve Operator's obligation to pay any Fees (defined below) due under the Agreement.

2.5. Wireless or Internet Connectivity; Offline Mode. Operator is solely responsible for the primary Internet access and connectivity necessary to utilize the Cake Services or Cake Market Services (as defined below) and releases Third Party Provider and Cake from any liability arising in connection with Operator's use or reliance on any wireless connectivity in connection with the Cake Services or Cake Market Services. The POS Service may offer an "Offline Mode" as a convenience feature. Offline Mode enables the POS Service to operate even when the Internet connection is slow or completely interrupted. Card payments accepted in Offline Mode may not be fully authorized until Internet connectivity is reestablished.

3. CAKE SERVICES DESCRIPTIONS; EXCLUSIONS

3.1. Cake Services. "Cake Services" includes some or all of the following, to the extent that Cake expressly agrees to make each of the following available to Operator as part of an accepted Order:

(a) a cloud-based integrated point of sale and mobile ordering platform (the "**POS Service**"), as further described in Section 3.2;

(b) online ordering services to sell and promote Operator's products to online consumers via Cake's websites and applications (such as mobile apps) or any website(s) (including Operator websites and social media (e.g., Facebook plugins)) owned by Operator or provided as part of the Cake Services, together with related marketing campaigns, if applicable (the "**Cake Order Service**"), as further described in Section 3.3;

(c) gift card programs ("**Cake Gift Cards**"), as further described in Section 3.4;

(d) certain professional services, such as training, installation, and troubleshooting services, each to the extent selected on the applicable Order or applicable to Operator, as further described in Section 3.5;

(e) support provided by or on behalf of Cake in connection with use of the Cake Services or POS Hardware, as further described in Section 3.6;

(f) access to other software or Internet services under Cake's control;

(g) provision of POS Hardware (as defined below), which may be purchased from or leased by Cake, and related technology included on or provided with the POS Hardware, as further described in Section 4; and

(h) certain ancillary marketing services provided by Cake.

Cake may add additional Cake Services or discontinue or modify then-existing Cake Services from time to time, but will not materially remove functionality from Cake Services that are covered during an Order then in effect except as otherwise expressly specified in the Agreement.

3.2. POS Service

3.2.1. General. The POS Service is a local commerce cloud-based software as a service platform through which Operator may manage its business via a point of sale and/or mobile order system. The POS Service may include features such as order management, sales analysis, payment authorization, and menu management and is delivered in conjunction with a POS terminal or mobile tablet.

3.2.2. Cake Market. The POS Service runs on a platform that enables Operator to access, in addition to Cake's proprietary features, certain third party software solutions ("**Cake Market Services**") provided and supported by Cake's business partners on the "Cake Market." Examples of Cake Market Services are enhanced data analytics, accounting software reconciliation, workforce management, and inventory management services. If Operator elects at any time to use any Cake Market Service as specified in an Order or through other means made available by Cake, that use is subject to the terms set forth in Section 5. Additionally, the applicable Third Party Provider (as defined below) may impose additional or superseding terms and conditions on Operator in connection with Operator's use of the applicable Cake Market Service through an Operator-TP Agreement (as defined below), terms of service, terms of use, or otherwise ("**Third Party Terms**"), such as terms that require a commitment to use and pay for a Cake Market Service for a particular period. Operator's right to use each Cake Market Service is governed by the applicable Third Party Terms, which are directly between Operator and the applicable Third Party Provider. Fees for Cake Market Services are generally invoiced and collected by the applicable Third Party Provider. The availability of Cake Market Services is ordinarily dependent on a commercial engagement between Cake and a Third Party Provider. Cake does not guarantee the continuance of Cake's or Operator's relationship with any Third Party Provider for any period of time and if Cake's or Operator's agreement with a Third Party Provider is terminated, Operator's access to the Cake Market Services may be terminated or negatively affected. Additionally, if the Agreement is terminated or Operator's access to the POS Service is suspended, Operator's access to the Cake Market Services may be terminated or negatively affected. ANY ACCESS OF OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF CAKE MARKET SERVICES IS AT OPERATOR'S RISK. CAKE IS NOT RESPONSIBLE FOR ANY ACTIONS OR OMISSIONS OF ANY THIRD PARTY PROVIDER AND EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM CAKE MARKET SERVICES. CAKE DOES NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PROVIDER OF A CAKE MARKET SERVICE OR THIRD PARTY SERVICE ADVERTISED OR OFFERED THROUGH THE CAKE MARKET. CAKE DOES NOT WARRANT OR GUARANTEE ON-GOING ACCESS TO ANY CAKE MARKET SERVICE VIA THE POS SERVICE OR OTHERWISE.

3.3. Cake Order Service. The Cake Order Service is a restaurant online ordering system that enables Operator to set up and/or manage a restaurant ordering profile, comprised of contact, marketing and menu information (a "Cake Order Profile"), and publish such information to a web site or application or other media or media channels, devices, software, or technologies as may be included within the Cake Services and/or certain third party social media site(s) (e.g., Facebook.com), where Buyers can submit orders for products (such as food and drink) to Operator. The mobile application component of the Cake Order Service enables restaurants to receive incoming Buyer orders and review such orders. Now or in the future to receive and be approved for Cake Order Services, Operator may be required to apply for a payments merchant account directly with Cake and its bank partners and agree to the Cake Payments Agreement (as defined in Section 3.10 below). To the extent Operator elects at any time to utilize a Cake Order Service and a Third Party Provider provides supporting services, the additional Third Party Provider may impose additional terms and conditions and Operator will comply with those terms for as long as Operator utilizes those services.

3.4. Cake Gift Card Program

3.4.1. Generally. Cake Gift Cards (previously branded as Leapset Gift Cards or Leapset "Wallet") is a gift card management program that enables Operator to offer gift cards to its Buyers to

redeem for Operator's goods and services at an Operator location (i.e., the gift cards are "closed loop" gift cards) and to monitor the balance and redemption of those gift cards. The Cake Gift Card program is offered from time to time through use of generic cards ("**Generic Cards**") or custom designed cards ("**Custom Cards**"). Generic Cards and Custom Cards are designed for compatibility with the POS Service. The Generic Cards and Custom Cards may not function with third party point of sale software or hardware. Operator will pay Fees associated with the Cake Gift Cards service (in the absence of an Order Form to the contrary such fee shall be \$25 per month per location recurring until the month that follows receipt by Cake of notice of cancellation of the Cake Gift Card service by Operator) and any card production and shipping fees for each order of gift cards.

3.4.2. Gift Card Law Compliance. A Buyer may not have more than \$2,000 (or the maximum permitted by law, whichever is lower) in value on any gift card issued by Operator in connection with the Cake Gift Cards services (an "**Operator Gift Card**") (whether loaded on a Generic Card or Custom Card) at any time. Operator will implement policies and procedures reasonably adapted to prevent the sale of more than \$10,000 (or the maximum permitted by law, whichever is lower) in Operator Gift Cards to any Buyer during any one day. Expiration dates and service fees on Operator Gift Cards are prohibited, unless and to the extent allowed by applicable law. While Operator may not generally provide a cash refund from or cash back on Operator Gift Cards, certain states (e.g., California) require that a gift card with balance of less than a certain amount (\$10 in California) be redeemable by Operator in cash. Operator is solely responsible for compliance with, and covenants to comply with, federal (including the Credit Card Act of 2009), state, and local laws that apply to gift cards, including those that relate to notices and disclosure, fees, exchanges and refunds, expiration dates, and abandoned property compliance and reporting. These laws may require Operator to report and pay over to the applicable local, state, or federal governmental agency any unredeemed cash value of any Operator Gift Cards. Operator is responsible for customer service for Buyers and holders of Operator Gift Cards and for tracking the amount paid for any Operator Gift Cards and any unredeemed balance of that amount. Operator is responsible for losses resulting from fraud committed by Buyers or Operator employees and any other use or misuse of Operator Gift Cards or any third party claims arising from Operator Gift Cards.

3.4.3. Gift Card Disclaimer. OPERATOR, NOT CAKE, IS THE ISSUER AND ADMINISTRATOR OF ANY OPERATOR GIFT CARDS, HOLDS ANY AND ALL FUNDS RELATED TO OPERATOR GIFT CARDS (UNTIL FUNDS ARE REDEEMED), AND IS SOLELY RESPONSIBLE FOR HONORING OPERATOR GIFT CARDS (THE "**GIFT CARD OBLIGATIONS**").

3.4.4. Gift Card Program Cessation. Any unused balance of any Operator Gift Card must remain available to the holder of the Operator Gift Card until redeemed in full, even if Operator has ceased subscribing to the Cake Gift Cards service. Specifically, if and when the Cake Gift Cards service is terminated, Operator must establish records in tangible or electronic form that enable Operator to honor its Gift Card Obligations. Further, in the interests of protecting Buyers, if the Agreement terminates or Operator ceases using the POS Service (for whatever reason) then Operator will make good faith efforts to (a) migrate any card funds underlying any Generic Cards or Custom Cards to a new gift card program that is compatible with Operator's new point of sale system or (b) if Operator's new point of sale system is practicably incompatible with either Generic or Custom Cards (as programmed) or Operator is not using any point of sale system on a go-forward basis, then Operator will establish records in tangible or electronic form that enable Operator to honor its Gift Card Obligations. Cake will provide reasonable access to documentation and technical specifications (subject to the confidentiality and intellectual property provisions of the Agreement) to the extent reasonably necessary for Operator to achieve the foregoing. None of the foregoing will limit Operator's obligations under this Section 3.4, including Gift Card Obligations.

3.5. Professional Services. On a time and materials fee basis, during standard business hours, Cake may (in its sole discretion) offer professional services such as training, installation, menu set-up, troubleshooting, and hardware repair services (directly or through a business partner) ("**Professional Services**"). The fee for Professional Services will equal Cake's then-current rate for the applicable

Professional Services multiplied by the number of units of the service being provided (e.g., per hour, per class, or per installation) plus the cost of materials. The rate and an estimate for the number of units being provided and materials cost will be quoted to Operator at the time of the request for Professional Services. The fee estimate does not limit the bounds of what may be further requested prior to or what is actually required for performance of the Professional Services.

3.6. Customer Service Support. Customer support is available for certain Cake Services. Cake will not be liable for any errors or omissions in any customer service support it provides or for any losses resulting from that support or lack of provision of support, including losses resulting from Operator's reliance, or failure to rely on, that support. Customer support contact information is as follows:

Phone: 1-855-OWNCAKE
Email: support@trycake.com

Customer service calls (inbound and outbound) may be monitored and recorded by Cake to ensure quality of service in a manner consistent with applicable laws unless otherwise expressly stated during the call.

3.7. Additional Services. From time to time, Operator may be provided access via the Account to products or services beyond the products or services that within the then-current scope of "Cake Services" (the "**Additional Services**"). The Additional Services may be subject to additional fees, terms, policies, rules, or guidelines or a separate agreement between Operator and Cake, such as end-user license agreements for any downloadable software applications, or rules applicable to a particular feature or content on the Cake Services ("**Additional Terms**"). Unless otherwise expressly stated in the Additional Terms, all Additional Terms are incorporated by this reference into, and made a part of, the Agreement.

3.8. Operator Deliverables. Operator is responsible for the provision of any ancillary supplies, maintenance, configuration, and services, if any, reasonably necessary to utilize any Cake Services ("**Operator Deliverables**"). Although the requisite Operator Deliverables vary depending on the type of Cake Service, at a minimum Operator may need: (a) a stable broadband Internet connection, (b) POS printer paper, and (c) a merchant account for payment processing services. Cake will not be liable for any problems or damages of any kind related to Operator Deliverables.

3.9. Upgrades. Cake may from time to time offer upgrades to a Cake Service that may be critical or mandatory (each, an "**Upgrade**"). Operator will cooperate to make or facilitate any downloads, installations, or system and process modifications to the extent required to effectuate those Upgrades and releases Cake from any liability for any interruption or cessation of any Cake Service for failure to so cooperate.

3.10. Exclusions

3.10.1. Payment Facilitator Services. Cake is not a bank and does not sell banking services (as defined by U.S. law), however, Cake now or in the future may offer payment facilitator services ("**PayFac Services**") wherein Cake facilitates the processing of payments received in transactions with Buyers. "Cake Services" does not include PayFac Services. PayFac Services may, depending on Operator's preferred use case, govern either card present or ecommerce transactions. To receive and be approved for PayFac Services, Operator will be required to apply for a payments merchant account directly with Cake and its bank partners and agree to the terms and conditions governing the PayFac Services (the "**Cake Payments Agreement**"). In connection with the PayFac Services, Cake is required to enter into legal contracts with processors, acquiring banks, and card networks (such as Visa and MasterCard). In some cases, the card networks may require that Operator enter into a contract directly with Cake's processor or bank partners, either during the initial application process or at some other time, and further delivery of Cake's payment facilitator services may be conditioned on entering into that contract. PayFac Services are not provided in connection with WorldPay or RBS.

3.10.2. Third Party Payment Vendors/WorldPay. If applicable to the Cake Service being provided, at Operator's request, Cake may refer Operator to point of sale payment processing services provided directly (and not in connection with PayFac Services) by third party vendor(s) (each a "**Payment Processor**") to facilitate processing of payments received from Operator's customers ("**Buyers**"). "Cake Services" does not include card present payment processing services, even where related to the Cake Services. Cake has partnered with WorldPay US, Inc. ("**WorldPay**"), a registered ISO/MSP of Citizens Bank, N.A. Providence, RI ("**RBS**"), to market WorldPay's card present processing services. Operator, not Cake, will enter into any payment processing agreement(s) with those vendor(s). OPERATOR ASSUMES SOLE AND ABSOLUTE RISK FOR ITS USE OF PAYMENT PROCESSOR SERVICES AND NO CAKE ENTITY (AS DEFINED BELOW) IS LIABLE FOR ANY CLAIM OR DAMAGE INCURRED BY OPERATOR ARISING FROM USE OF THOSE SERVICES. CAKE IS NOT RESPONSIBLE FOR PAYMENT PROCESSOR SERVICES AND NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXPRESS OR IMPLIED, ARISES ON THE PART OF CAKE. OPERATOR'S SOLE RECOURSE IN THE EVENT OF ANY CLAIM IS AGAINST THE PAYMENT PROCESSOR AND OPERATOR HEREBY IRREVOCABLY RELEASES AND WAIVES ANY CLAIM IT HAS OR MAY HAVE, WHETHER OR NOT INCHOATE, AGAINST CAKE ENTITIES ARISING FROM USE OF PAYMENT PROCESSOR SERVICES.

4. **HARDWARE AND INSTALLATION**

4.1. Acquisition of POS Hardware. The Cake Services may include the right to use certain point of sale or mobile hardware systems and related peripherals, including certain third party hardware and accessories, provided to Operator by Cake ("**POS Hardware**"). "POS Hardware" does not include any equipment used by Operator in connection with the Cake Service that Operator did not acquire from Cake or any POS Software (as defined below). POS Software is licensed, not sold, to Operator, and is subject to the applicable license terms in Section 7. The POS Hardware may include without limitation one or more card reader, router, cash drawer, kitchen display system, printer, or other hardware and a copy of related user documentation. The POS Hardware components may be sold to Operator or leased to Operator. Any POS Hardware components that are sold to Operator are "**Purchased Hardware**" and any POS Hardware components that are leased to Operator are "**Leased Hardware**." The description of the POS Hardware components to be provided to Operator, applicable purchase or rental fees and, if applicable, the term of the rental period, is as set forth in the applicable Order. The use of Leased Hardware is subject to the POS Hardware Lease Terms (the "**Lease Terms**"). An amendment to an Order to add or remove POS Hardware may activate a new service term for the POS Service or result in a reduction in the fee for POS Hardware, as set forth in the applicable Order.

4.2. Installation Services. The set-up, surface-mounted cabling, and plug-in of POS Hardware ("**Installation Services**") is required to use certain Cake Services. The Installation Services may be performed by Operator or a Third Party Provider (at fees charged by such Third Party Provider). Cake may from time to time recommend a Third Party Provider for Installation Services but disclaims any responsibility for any services provided or fees charged by any Third Party Provider. Further, from time to time Cake - in its sole discretion - may offer to directly coordinate Installation Services at pricing set forth in the applicable Order and in that case, the installation of each separate Workstation generally requires payment of an additional installation fee regardless of whether the installed POS Hardware is Purchased Hardware or Leased Hardware. "**Workstation**" means (a) a single point of sale system inclusive of POS terminal, cash drawer, and local receipt printer (a "**POS Set**") or (b) a single unit of hardware (such as a remote prep printer) not installed immediately adjacent to a POS Set to the extent that either of the foregoing requires a separate, isolated cable pull terminated to a location different than that of another Workstation. Scheduled installations delayed due to Operator's acts or omissions or cancelled with less than 48 hours' notice may be subject to wait time or cancellation fees.

4.3. Use of POS Hardware. Operator must not use POS Hardware or the POS Software other than in a manner and for the use intended. Each item of POS Hardware must be operated carefully and properly in compliance with all applicable governmental, insurance, and manufacturer's warranty requirements

and all manufacturers' instructions. In addition, Leased Hardware must be operated in compliance with the Lease Terms.

4.4. Remote Access to POS Hardware. Cake may from time to time with or without notice remotely access certain POS Hardware for purposes such as Operator support, installing software updates, risk analysis, and analyzing trends.

4.5. POS Hardware Returns and Limited Warranty. The cancellation, return and warranty terms of the POS Hardware are governed by the Hardware Return Policy and Limited Warranty.

4.6. Purchased Hardware. The following terms apply to Purchased Hardware.

4.6.1. General. Upon full payment for and acceptance of delivery of the Purchased Hardware, Operator will acquire ownership of and title to the hardware components of the Purchased Hardware. Any POS Software provided with the Purchased Hardware is subject to the applicable license terms in Section 7.

4.6.2. Payment Plans. If Purchased Hardware is made available to Operator subject to a payments plan ("**Payments Plan**"), then the terms of this Section will also apply. Operator will make installment payments for the Purchased Hardware as set forth in the Order. The Hardware Warranty will apply to Purchased Hardware subject to a Payments Plan so long as Operator is in good standing with respect to installment payments, however, regardless of whether Operator is paying pursuant to a Payments Plan or otherwise, Operator will bear all risk of loss, theft, destruction, or requisition of, or damage to Purchased Hardware. If Operator fails to pay when due any installment payment due under the Agreement prior to receipt by a Cake of full payment for the Purchased Hardware, and the failure continues for 30 days after the due date, Cake may take any actions permitted by law to exercise its rights under the Agreement.

4.7. Availability and Shipping. All hardware orders are subject to product availability. While Cake will try to meet any suggested shipment and delivery dates, inventory shortages at Cake's distributor(s), carrier delays, and the date and time of acceptance by Cake of the Account Application or applicable Order may affect the ability or timing related to the fulfillment of an order. Cake is not liable for late shipment or delivery or any loss, damage, or penalty Operator incurs from any delay in shipment or delivery. Operator is responsible for shipping, freight, and insurance relating to acquisition of POS Hardware unless otherwise set forth in the Agreement. In addition, there may be occasions when Cake confirms an order but subsequently learns that it is unable to supply the POS Hardware due to its inability to manufacture or obtain a sufficient supply of products. Therefore, Cake reserves the right at any time to limit or change quantities available for purchase or lease or to cancel an order. If Operator's order is cancelled, Cake will refund any amounts paid by Operator for the POS Hardware. If for some reason POS Hardware is not delivered or not delivered in good operating condition, in order to be eligible for a replacement product Operator must notify Cake within 30 days of making the applicable Order.

4.8. Legacy Rentals of Hardware. If: (a) Operator has use rights to Cake-supplied equipment that is peripheral to the point of sale terminal and card reader, such as cash drawers and printers, pursuant to an agreement that Operator and Cake entered into prior to January 1, 2015 that specified that the equipment was rented to, rather than purchased by, Operator (the "**Rented Peripheral Equipment**"), and (b) Operator entered into a subsequent agreement (including an Order), on or after January 1, 2015 that specified revised subscription fees and a 12-month (rather than month-to-month) term, Cake hereby assigns, to the extent not already assigned, all ownership interest in the Rented Peripheral Equipment. The assignment is subject to the warranty and other terms and conditions of the Hardware Return Policy and Limited Warranty governing Cake Hardware, except that, for the purposes of any applicable warranty on the Rented Peripheral Equipment, the Warranty Period is deemed to have started on the date when the equipment was first delivered to Operator under the original agreement under which it was first provided to Operator.

4.9. Marks. Operator will not display marks or trade names of any third party on Cake-supplied POS Hardware nor alter or position any Cake-supplied POS Hardware in any manner so as to, in Cake's reasonable judgment, disparage Cake or its products, services, or business partners, or create confusion as to the entity providing the Cake Services or POS Hardware.

5. THIRD PARTY COMMERCE SERVICES

5.1. Generally. Cake may currently be bound by or in the future enter into commercial agreement(s) (to which Operator is not a party) ("**Cake-TP Agreements**") with one or more third parties ("**Third Party Providers**") to integrate the Cake Services with certain third party technology platform(s) ("**TP Platforms**") in order to (a) enable access to the Cake Market Services by Operator or (b) facilitate the delivery of certain services, such as online ordering, payment, gateway, and decryption services that are supported by those TP Platforms. Operator's access to the TP Platform(s) is subject to the restrictions set forth in this Section 5. To the extent there is explicit conflict between the terms of this Section 5 and those of a separate agreement between Operator and the Third Party Provider regarding the subject matter of the Cake Market Services or the applicable TP Platform or other agreement with a Third Party Provider related to the Cake Services (such as a payment processing agreement with a Payment Processor) (each, an "**Operator-TP Agreement**"), then the terms of the Operator-TP Agreement will control. EXCEPT AS MAY BE SPECIFIED IN THE APPLICABLE OPERATOR-TP AGREEMENT: (i) NO WARRANTY OF ANY KIND IS MADE TO OPERATOR BY THIRD PARTY PROVIDERS, INCLUDING WARRANTIES OF TITLE, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND (ii) THIRD PARTY PROVIDERS ARE NOT LIABLE TO OPERATOR FOR ANY DAMAGE CAUSED BY ERROR, OMISSION, OR INACCURACY IN THE APPLICABLE TP PLATFORM OR FOR LOSS OF REVENUES ASSOCIATED WITH ANY OUTAGE OR UNAVAILABILITY.

5.2. Support. Each Third Party Provider is responsible for providing support services directly to Operator (rather than via any Cake Services platform) only as set forth in the applicable Operator-TP Agreement.

5.3. Use of TP Platforms. Operator will use only the most current release of each TP Platform made available to it. In connection with use of any TP Platforms, Operator will comply with (a) any Third Party Provider terms of use or privacy policy applicable to each TP Platform and (b) all applicable laws, contracts, regulations, and industry standards, including privacy laws, the Privacy Policy, and the Payment Card Industry Data Security Standard (to the extent applicable), with respect to its: (i) provision, use, and disclosure of cardholder data; (ii) dealings with the cardholders providing cardholder data; and (iii) use of each TP Platform (collectively, the "**Privacy Obligations**").

5.4. Ownership. All title and Intellectual Property Rights in and to TP Platforms are owned by the applicable Third Party Provider, not by Operator, unless otherwise set forth in the applicable Operator-TP Agreement. Changes to TP Platforms may occur without notice.

6. FEES AND PAYMENT

6.1. Fees. Operator will pay the fees listed on the applicable Order for the Cake Service(s), Leased Hardware, and Purchased Hardware, as applicable (the "**Fees**"). Cake reserves the right to change recurring Fees for the Cake Services at any time in Cake's sole discretion upon 30 days' notice (which may be by email). Any change in Fees of more than 10% per year will give Operator right to terminate the Cake Service for which the fee has been increased as of the effective date of the fee increase, if Operator gives notice of that termination within 15 days of the notice of the fee increase. That termination will not affect Operator's obligations with respect to any other Cake Services. Activation fees, including fees for equipment installation, are nonrefundable unless the parties otherwise agree in writing. **Any early payment made by Operator in consideration for discounted pricing is non-refundable unless waived by Cake in a separate written agreement.**

6.2. Payment. Fees are due and payable by Operator in accordance with the agreed-upon billing period. Fees for the purchase of Purchased Hardware and activation fees, such as installation fees, may be due immediately upon submission of the applicable Order. Operator authorizes Cake (or an authorized third party acting as an agent of Cake) to charge and will pay the Fees and understands and agrees that the Cake Services involve recurring charges to Operator's payment card or deposit account. To stop recurring charges on a particular payment card or bank account please contact Cake at support@trycake.com.

Any portion of Fees not paid when due will accrue interest (accruing from the initial due date) at the lower of 1.5% per month or the maximum lawful rate until the Fees, and any accumulated interest, are paid in full. Failure to pay undisputed amounts owed and due on demand in full is a breach of the Agreement and may result, to the extent not prohibited by law, in: (a) the immediate termination of Operator's access to the Cake Services and (b) the charge to Operator of additional fees arising from the collection of delinquent accounts, including collection agency fees, attorneys' fees and expenses, costs of any legal proceeding, and any applicable interest. In its discretion, Cake may make appropriate reports to credit reporting agencies and law enforcement authorities regarding Operator's accounts receivables and Fees due, and cooperate with them in any resulting investigation or prosecution.

6.3. ACH Transactions

6.3.1. Authorization. By the consent provided (if provided) on the Account Application, Operator hereby authorizes Cake and its affiliates to do the following until Operator revokes such authorization by reasonable notice to Cake:

(a) credit or debit amounts payable to or by Operator under the Agreement to or from any bank accounts designated by Operator for use under the Agreement ("**Bank Accounts**"); and

(b) initiate debits from or credits to Bank Account(s) to correct any errors or temporarily debit de minimis amounts to verify accuracy of account information.

For the avoidance of doubt, the foregoing authorization applies to one-time as well as recurring (such as monthly) Fees charged to Operator for Cake Services up until and through any Renewal Term (defined below). Operator's obligations to pay Fees related to Cake Services provided under a subscription basis are continuous until cancellation of the Cake Services (as permitted under the Agreement).

For any transfer from or to a Bank Account that fails, Operator authorizes Cake to re-try the transfer within 30 days. If Cake is unable to obtain payment due to nonsufficient funds or refused payments, Cake may invoice Operator and charge a handling fee along with any fees incurred in connection with each attempt, in addition to the invoiced amount. That handling fee and fees incurred may also be debited from Bank Account(s). Operator will promptly notify Cake if it intends to change or close any Bank Account so as to afford Cake a reasonable opportunity to discontinue any prescheduled transfer. Cake will not be responsible for fees charged to Operator by its bank for nonsufficient funds.

Operator understands that this authorization will remain in effect until it cancels it in writing or Operator's payment obligations under the Agreement terminate (whichever is earlier).

6.3.2. Collection Rights. Subject to Operator's authorization of electronic funds transfer and applicable law, Operator hereby agrees that amounts, including recurring Fees, for which Operator is responsible under the Agreement may be deducted from its Bank Accounts.

6.4. Taxes

6.4.1. Withholding Taxes. Cake may be required by tax authorities or law to withhold taxes on behalf of Operator. Cake reserves the right to deduct those taxes from amounts due to Operator and to

remit them to the appropriate tax authority. Cake may also be required to report the withholding tax payments to the tax authorities.

6.4.2. Service and Hardware Taxes. Fees quoted on any Order or otherwise specified via the Account are exclusive of, and unless otherwise expressly specified, Operator is responsible for, all sales, use, excise, value added, and property taxes, e-waste recycling fees, and other taxes, duties, levies, or similar charges, however designated, that are levied by any governmental or taxing authority relating to the activities governed by the Agreement, including any taxes assessed or required to be collected, paid, or withheld in connection with Operator's receipt of the Cake Services or POS Hardware ("**Service and Equipment Taxes**"), but excluding taxes in respect of Cake's net income. Cake may its sole discretion calculate, collect, or pay estimated Service and Equipment Taxes and, if it does so, Cake reserves the right to charge and Operator will pay any Service and Equipment Taxes (in addition to Fees) as reasonably calculated by Cake. Calculation of Service and Equipment Taxes by Cake may be estimated at the time an Order is placed, based on, among other things, rates applicable to the billing address provided to Cake, and subsequently adjusted to conform to applicable law or regulation. For example, in certain jurisdictions, such as California, purchases of hardware may implicate an electronic equipment recycling fee (for which Operator is responsible) upon purchase.

6.4.3. Buyer Transaction Sales Tax Computation and Reporting. Operator is solely responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with Buyer transactions ("**Transaction Taxes**"). **The Cake Services may charge and collect Transaction Taxes from Buyers as an agent on behalf of Operator or provide certain sales tax calculations (based on default settings or Operator instructions) with respect to transactions with Buyers as a convenience to Operator. However, these calculations cannot be relied upon as advice for tax purposes in any federal, state, or local jurisdiction.** It is Operator's sole responsibility to: (a) appropriately verify, input, and apply tax amounts and to apply the correct tax rates to determine what, if any, Transaction Taxes apply to payments Operator makes or receives, (b) comply with federal, state, and local tax record-keeping requirements, and (c) consult with accounting professionals as necessary on tax-related matters. It is Operator's sole responsibility to collect, report, and remit the correct Transaction Taxes to the appropriate tax authority. Cake is not responsible for determining whether Transaction Taxes apply to Operator's transactions with Buyers, or for collecting, reporting, or remitting any Transaction Taxes. Cake will not be liable for any owed taxes or fees or any losses or damages related to tax calculations in the Cake Services. For the avoidance of doubt, subject to applicable law, Cake is not obligated to, nor will it report or remit any Transaction Taxes to any tax authority. If fees imposed by Cake on any service, such as the Cake Order Service, are based on a percentage fee or subject to card processing fees, it is Operator's obligation to ensure that the fee charged does not result in the diminishment of the amount of Transaction Taxes reported or remitted to any tax authority. Operator is solely responsible for maintaining any business records related to Operator's sales and gross receipts. Operator may be asked to provide Cake with a valid Tax Identification Number for tax reporting purposes. An IRS Form 1099 may be issued in Operator's name for the value of payments made.

6.5. Net Settlement; Grant of Security Interest

6.5.1. Payment Processing Funds. To the extent permitted by law and in accordance with the Cake Payments Agreement, Operator authorizes Cake's banking partners, without prior notice and irrespective of whether a demand for payments has been made under this Agreement or any other related agreements, to deduct or collect amounts corresponding to Fees owed under this Agreement from the funds payable to Operator arising from any (if any) settlement of payment processing funds arising from card transactions submitted by Operator through the Cake PayFac Services (if applicable). For the avoidance of doubt, in all cases you as Operator remain solely responsible for the delivery of goods and services purchased by Buyers and any such collection of Fees will not relieve Operator of its obligations to deliver those goods and services. This authorization will remain in effect until Cake receives notice from Operator terminating the authorization or Operator's payment obligations under this Agreement terminate (whichever is earlier) and in such manner as to afford Cake a

reasonable opportunity to act on it. Nothing in this section is intended to limit any rights Operator may have which may not be lawfully limited.

6.5.2. Purchased Hardware. To secure Purchased Hardware until Cake receives payment in full for the Purchased Hardware, Operator hereby grants Cake a security interest in all Purchased Hardware sold to Operator. The security interest will not apply if prohibited by applicable law or with respect to any Purchased Hardware purchased under a Payments Plan if it contravenes the terms and purposes of a bona fide conditional contract of sale. This security interest allows Cake to repossess Purchased Hardware if Operator fails to make full payment of the purchase price. Upon payment in full for any Purchased Hardware, Cake's security interest in that Purchased Hardware is released automatically.

7. LICENSES; OWNERSHIP; PROPRIETARY RIGHTS

7.1. Definitions

7.1.1. **"Authorized User"** means any Person using the POS Software on Operator's behalf or for Operator's benefit.

7.1.2. **"Documentation"** means user manuals, technical manuals, and any other materials owned by Cake and provided by Cake to Operator, in printed, electronic or other form, that describe the installation, operation, use, or technical specifications of the POS Software or Cake Services.

7.1.3. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

7.1.4. **"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

7.1.5. **"POS Software"** means any software installed on or otherwise provided by Cake to Operator for use in connection with POS Hardware, including any updates to that software made available by Cake to Operator from time to time.

7.2. POS Software and Documentation. If Operator acquires POS Hardware from Cake, Cake hereby grants to Operator, during the Term, a limited, non-exclusive, revocable, non-sublicensable, non-transferable license under Cake's Intellectual Property Rights in the POS Software and Documentation to use the POS Software and Documentation in connection with that POS Hardware solely: (a) by and through its Authorized Users, (b) in accordance with the Documentation, and (c) for commercial business purposes (i.e., not on a personal or consumer basis).

7.3. Third-Party Materials. The POS Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Cake and that are provided to Operator on Operator terms that are in addition to or different from those contained in the Agreement ("**Third-Party Licenses**"). A list of all materials, if any, included in the POS Software and provided under Third-Party Licenses is as follows (as of the date of this version of the Terms): Ubuntu; Spring Framework; Symfony Framework; Google Guice; React; Apache; Jetty; Tomcat; Node Js; RabbitMQ; MemCache; TeamViewer; IntelliJ; Atlassian Tools; Eclipse; CouchDB; MySQL; Hadoop; iOS; and Android. The applicable Third-Party Licenses are accessible via links from the web sites of those licensors. Operator is bound by and will comply with all Third-Party Licenses. Any breach by Operator or any of its Authorized Users of any Third-Party License is also a breach of the Agreement.

7.4. Responsibility for Use of Software. Operator is responsible and liable for all uses of the POS Software and Documentation through access provided by Operator, directly or indirectly. Specifically,

and without limiting the generality of the foregoing, Operator is responsible and liable for all actions and failures to take required actions with respect to the POS Software and Documentation by its Authorized Users or by any other Person to whom Operator or an Authorized User may provide access to or use of the POS Software or Documentation, whether that access or use is permitted by or in violation of the Agreement.

7.5. **Prohibitions.** Operator will use the Cake Services only for their applicable intended commercial purposes and in compliance with all privacy, data protection, intellectual property, and other applicable laws. Operator will not nor may it permit any third party to do any of the following: (a) modify, duplicate, sell, or create derivative works from Cake technology or materials, (b) load, install, or use any third party software onto the Cake Services or Leased Hardware other than software explicitly authorized by Cake; (c) use data mining or gathering devices on the Cake Services or otherwise access or monitor any material or information on the Cake Services or any Cake system using any manual process or robot, spider, scraper, or other automated means unless Operator has separately executed a written agreement with Cake referencing this Section that expressly grants Operator an exception to this prohibition; (d) enable functionalities that are otherwise disabled in the Cake Services; (e) reverse engineer the Cake Services (except to the extent that that restriction is prohibited by law); (f) interfere with the security of the Cake Services or prevent access to the Cake Services by Cake's other users; or (g) otherwise use the Cake Services or Leased Hardware except as expressly allowed under the Agreement.

7.6. **Intellectual Property Rights.** Cake reserves all rights not expressly granted to Operator in the Agreement. The POS Software and Documentation are provided under license, and not sold, to Operator. Operator does not acquire any ownership interest in the POS Software or Documentation under the Agreement, or any other rights in the POS Software or Documentation other than to use the same in accordance with the license granted, and subject to all terms, conditions, and restrictions, under the Agreement. Cake and its licensors and service providers reserve and retain their entire right, title, and interest in and to the POS Software and all Intellectual Property Rights arising out of or relating to the POS Software, except as expressly granted to Operator in the Agreement. There are no implied rights of any kind. The Agreement does not grant you any rights to Cake's trademarks or service marks.

7.7. **Feedback.** If Operator chooses to provide input and suggestions regarding problems with or proposed modifications or improvements to the Cake Services, POS Software, or Documentation ("**Feedback**"), then Operator hereby grants Cake an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Cake Services, POS Software, or Documentation and create other products and services, without notice, compensation or attribution to Operator or any other Person. Feedback is not subject to any obligation of confidentiality.

7.8. **Materials.** The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Cake Services, POS Software, or Documentation ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Cake Services, POS Software, or Documentation are the property of Cake or its third-party licensors. Except as expressly authorized by Cake, Operator may not make use of the Materials. Cake reserves all rights to the Materials not granted expressly in the Agreement.

8. GENERALLY APPLICABLE SERVICE TERMS

8.1. **Email and Text/SMS Marketing Communications.** By providing Cake with Operator's mobile telephone number or email address, Operator consents to receive email or text messages at that email address or number, as applicable, as requested for Account verification and other purposes related to the Cake Services, as well as messages from Cake and its business partners to promote services, products, and features related to the Cake Services that may be of interest to Operator or to solicit Operator's opinion for market research purposes. While Cake does not charge a fee for text messages, Operator's carrier may charge standard messaging, data, and other fees. Operator is responsible for

these charges. Cake may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. Cake is not responsible for the timeliness or final delivery of the messages, as this is out of Cake's control and is the responsibility of the cellular telephone operator or other networks. To the extent Cake provides to Operator, or Operator receives through use of the Cake Services, any Buyer mobile phone numbers, Operator agrees to comply with all laws applying to electronic marketing when using any Buyer mobile phone number and, specifically, that Operator will: (a) use those Buyer mobile phone numbers only for sending informational text/SMS messages relating to the Cake Services and (b) not use those Buyer mobile phone numbers for any marketing or commercial purpose.

8.2. **Receipts.** Operator must comply with all applicable laws and regulations applying to receipts. As a convenience, but not in lieu of a written receipt, the POS Service may now or in the future offer Buyers a choice to sign-up to receive digital receipts (that may contain additional information or messages from Cake that may be of interest to Buyers) through email or text message. In that case, Operator is not permitted to add or modify any Buyer information or consent indication on behalf of the Buyer. Digital receipts may contain additional messages, offers, or links that may be of interest to Buyers.

8.3. **Compliance.** Operator will at all times comply with any operating procedures, requirements, or guidelines regarding Operator's use of the Cake Services that are made available. Operator will abide by all product licensing provisions or end user agreements imposed by the manufacturer or software publisher on the POS Hardware. Operator will not, and Operator will ensure that its agents, such as its employees, do not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the software provided with any Cake Service or POS Hardware or remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in proprietary software or hardware provided by Cake or a third party. Notwithstanding Operator's use of the Cake Services to facilitate the management of any aspect of Operator's business, Operator is solely responsible for compliance with all laws and regulations that are applicable to Operator's business and Cake will not be responsible for Operator's compliance failures. Operator is solely responsible for ensuring the accuracy of all business information and data that: (a) Operator provides to Cake or its service providers in connection with the Cake Service or (b) is incorporated into any Cake Services at Operator's request.

8.4. **Workforce Management.** The Cake Services may provide certain workforce management features and calculations with respect to service gratuities/tips (based on default settings or Operator instructions). It is Operator's responsibility to ensure those features and calculations comply with Operator's practices and applicable laws and regulations. Operator must comply with applicable wage and hour laws and laws requiring timely and full distribution of tips. Tips are the property of the service and delivery workers who earn them and Operator generally has a legal obligation to remit all tips to those service and delivery workers. If fees imposed by Cake on any service are based on a percentage fee or subject to card processing fees, it is Operator's obligation to ensure that the fee charged does not result in the diminishment of tips (except as permitted by law) provided to Operator's service or delivery workers.

9. CONFIDENTIALITY; PRIVACY; USE OF DATA

9.1. **Generally.** "Confidential Information" means information and materials related to Cake or the Cake Services, and all non-public, confidential or proprietary information of the Cake Entities, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Cake to Operator or otherwise obtained by Operator from Cake, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Agreement. "Confidential Information" does not include any information that Operator can demonstrate: (a) was publicly known and made generally available in the public domain prior to the time of disclosure to Operator by Cake; (b) became publicly known and made generally available after disclosure to Operator by Cake through no action or inaction of Operator; or (c) was in the possession of

Operator, without confidentiality restrictions, at the time of disclosure by Cake, as shown by Operator's files and records. Confidential Information is, as between Cake and Operator, the sole property of Cake and may include valuable trade secrets of Cake. Operator will treat the Confidential Information as confidential and will not, without the express written consent of Cake: (i) use Confidential Information except for the purposes expressly permitted in the Agreement; (ii) distribute or market Confidential Information to any third party; (iii) disclose information relating to the documentation, performance, or quality of the Cake Services to any third party (except as permitted by law); or (iv) disassemble, decompile, or reverse engineer any portion of the Cake Services. The provisions of this paragraph are effective during the Term (as defined below) and for a period of two years after the Term, except that, for information that constitutes a trade secret under applicable law, the protection period is extended for so long as that information continues to qualify as a trade secret. Operator may disclose Confidential Information if and only to the extent required by law if Operator gives Cake prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

9.2. Disclosure of Operator Information. To the fullest extent permitted by applicable law, Cake may disclose information provided by Operator to third parties (such as financial institutions, credit reporting agencies and payment processors) in order to, among other things, (a) comply with business partner requirements, (b) verify information about Operator and its qualification to use a Cake Service, (c) implement risk management controls, (d) ensure regulatory and related compliance, (e) analyze and evaluate the Cake Services, and (f) deliver and support the Cake Services. Cake may periodically conduct reporting to assess Operator's on-going ability to meet the requirements to use the Cake Services.

9.3. Privacy Policy. Operator's use of Cake Services is subject to the Privacy Policy, which is hereby incorporated by reference into the Agreement. By using the Cake Services, Operator agrees that it has read, understood, and agrees to the data collection, use, disclosure, and management provisions in the Privacy Policy.

9.4. Consent to Use of Data. Operator agrees that Cake and Third Party Providers may exchange information about Operator, including financial information, to the extent necessary to effectuate the Cake Services or the Cake Market Services. Certain of Operator's information may be collected and stored by Third Party Providers, shared with other third parties (including Cake) in a manner consistent with law, and aggregated in a non-registrant specific manner by Third Party Providers for marketing purposes. Cake may, subject to the Privacy Policy, collect, process, and use technical data and related information, including UDID, and other technical information about Operator's devices, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to Operator (if any) related to the Cake Services, and to track and report Operator's activity in a de-identified format inside of the Cake Services hosted by or on behalf of Cake, including for analytics purposes.

9.5. Buyer Data. In using a Cake Service, Operator may receive information about Buyer or other third parties, such as names, mailing addresses, email addresses, phone numbers, payment card numbers and other financial account-related information, and purchasing preferences (all that data, "**Buyer Data**"). Operator will keep all Buyer Data confidential and will use Buyer Data solely for the purposes of (a) fulfilling the applicable Buyer's transaction or experience; (b) complying with Operator's obligations in the Agreement; or (c) complying with applicable law. Operator will not share or use any Buyer Data for marketing, advertising, or other commercial purposes without the express consent of the Buyer or other third party to which that Buyer Data relates. NOTWITHSTANDING THE CAPABILITY OF THE CAKE SERVICES TO COLLECT AND STORE BUYER DATA AND TO ALLOW BUYERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM OPERATOR, APPLICABLE LAWS AND OPERATING RULES MAY LIMIT (i) THE USE OF THAT INFORMATION ONCE COLLECTED, EVEN IF BUYER HAS PROVIDED CONSENT, OR (ii) DISCLOSURE OF THAT INFORMATION TO THIRD PARTIES. Operator is solely responsible for compliance with any Privacy Obligations applicable to its use of a Cake Service and Buyer Data.

9.6. Audits. From time to time, Cake may require Operator to furnish financial and other information relating to Operator and its ability to fulfill its financial and other obligations under the Agreement. To facilitate that audit, Operator will, upon Cake's request, make available books and records that pertain to Operator's payment processing transactions and its compliance with the Agreement.

9.7. Compliance with Laws. Operator will comply with all applicable Privacy Obligations and represents that it has all necessary rights and consents under applicable law and all Privacy Obligations to disclose to Cake, or to allow Cake to collect, use, store, and disclose, any Buyer data provided to Operator or Cake or any information that Cake may collect directly from Operator's web site end-users via cookies or other means. Operator further represents and warrants that Cake will not be in breach of any Privacy Obligations or applicable laws by collecting, receiving, using, and disclosing such information in connection with the Cake Services. Operator acknowledges and agrees that Cake may provide some or all of the Cake Services from systems located within the United States or countries outside of the United States and that it is Operator's obligation to disclose, as applicable, to its Buyers that personal data from such Buyers may be transferred, processed, and stored outside of the United States and may be subject to disclosure as required by applicable law.

10. TERM AND TERMINATION

10.1. Term of the Agreement. The initial term of the Agreement commences on the date the Agreement is first accepted by Operator and will continue in effect for the term identified on the Account Application or Initial Order (the "Initial Term"). Unless otherwise noted on the Account Application or applicable Order or as otherwise specified in the Agreement, after the Initial Term, the term of the Agreement will automatically renew (subject to any applicable Renewal Rate) on a month-to-month basis (each, a "Renewal Term," and all Renewal Terms, if any, together with the Initial Term, the "Term"), unless and until: (a) Operator terminates the Agreement by giving written notice to Cake at least 30 days before the expiration of the Initial Term or then-current Renewal Term, as applicable, (b) the Agreement is terminated in accordance with the Agreement, or (c) the parties agree in writing to a revised Term. Operator has no right to use any of the Cake Services prior to the date the Account Application is accepted by Cake. If the Account Application is rejected by Cake, the Term will immediately terminate as of the date of that rejection. The termination of any Operator-TP Agreement does not affect the Term.

10.2. Term of Cake Services. The service term and renewal period applicable to each Cake Service (if different from the Term) is as set forth on the applicable Account Application or Order or otherwise specified via the Account. Subject to Cake's right to change recurring Fees herein, renewal, if any, of access to any Cake Service (other than a Cake Service originated on a month-to-month Initial Term) will be at Fees equal to the higher of (a) the renewal rate set forth in the applicable Order and (b) Cake's then-current monthly (i.e., no term commitment) pricing for the applicable Cake Service (or its reasonable equivalent if the service as originally contracted is no longer available) (the "Renewal Rate") unless the parties otherwise agree in writing at the time of renewal. If, prior to the end of a service term period applicable to any Cake Service, (a) Operator terminates the Agreement in the absence of breach by Cake of the Agreement, (b) Cake terminates the Agreement pursuant to Section 10.3, or (c) Operator sells all or substantially all of its business assets and the Agreement is not assigned to and assumed by the acquirer of those assets with Cake's written approval in accordance with Section 18.8, Operator is responsible for the Fees owed for the remainder of the term for that Cake Service.

10.3. Termination by Cake. Cake has the right to terminate the Agreement or any portion of the Agreement (e.g., the Lease Terms) or discontinue the Cake Services at any time with or without notice as a result of any of the following events effective immediately upon occurrence of any of the following events: (a) failure by Operator to provide the cooperation or assistance that is reasonably necessary to install applicable POS Hardware and otherwise activate the Cake Services within 30 days of the applicable activation date; (b) material failure by Operator in performing the Agreement (such as failing to pay amounts due or otherwise comply with the Agreement) or complying with any applicable law or Privacy Obligation; (c) Operator is in default under any other contract, agreement, or obligation with Cake or any affiliate of Cake whether that party is bound alone or with others; (d) irregular transactions

by Operator, excessive chargebacks, or any other circumstances that, in Cake's discretion, may present a material business risk to Cake; (e) Operator becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (f) Operator or a controlling Person is listed as a terminated or high risk merchant by a payment card association brand (such as Visa or MasterCard).

10.4. Termination by Operator. If Cake materially breaches any of the provisions of the Agreement and fails to cure that breach within 30 days of receipt of written notice from Operator specifying that material breach, Operator may terminate the Agreement or the applicable addendum that was breached immediately at the expiration of the 30-day cure period. In addition, from time to time, Cake may in its sole discretion offer certain Operators the option to pay a cancellation fee (an "Early Termination Fee") at any time during the Term as an alternative to performance in connection with certain Cake Services. In such cases and solely to the extent such option is explicitly set forth in the applicable Order for the applicable Cake Service(s), Operator may terminate the applicable Cake Services or the applicable Order by paying the Early Termination Fee specified in the applicable Order, in addition to all other amounts that are outstanding on the effective date of termination.

10.5. Effect of Termination. If the Agreement is terminated or suspended for any reason: (a) Operator's Cake account is also terminated and Operator must cease using any Cake Service, (b) any licenses provided to Operator under the Agreement will end, (c) Cake has the right (but has no obligation) to delete all Operator information and any data, including transactional data, stored on servers controlled by Cake (except as prohibited by law), (d) Cake will not be liable to Operator or any third party for termination or suspension of access to the Cake Services or for deletion of any information associated with Operator's account, except that Cake will provide a pro-rated refund of Fees already paid for Cake Services not yet delivered if Cake terminates the Agreement or Cake Services for reasons not within Operator's reasonable control, and (e) those terms that by their nature are intended to survive termination (such as intellectual property ownership, arbitration obligations, indemnification obligations, limitations of liability, and obligations to pay any Fees or costs accrued prior to the effective date of the termination and any other amounts owed by Operator to Cake, including claims, fines, penalties, and other liability incurred by Cake caused by Operator's use of the Cake Service) will survive. If Operator was provided rights to use Cake-owned equipment under the Agreement, notwithstanding any termination, Operator's bank account(s) debit authorization and obligations to pay any monthly Fees will not expire until Operator fulfills its obligations as set forth in the Lease Terms. The termination of the Agreement does not terminate any agreement between Operator and any third party and therefore does not relieve Operator of any obligations it may have under third party agreements, including agreements with any Payment Processor or Third Party Provider of Cake Market Services.

11. OPERATOR WARRANTIES

Operator covenants that it will: (a) honor the terms of all offers made in connection with any Cake Service in a professional manner, (b) not impose any term on any offer that is in violation of applicable law, (c) have and grant sufficient Intellectual Property Rights in any content that it provides to Cake (including any logo or photograph) to allow Cake to display that content on the Cake Services and as otherwise necessary to promote and fulfill any offers, (d) comply with all applicable laws, regulations, and ordinances, including those relating to collection and use of personal information from Buyers, (e) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement, (f) ensure that the prices charged for Operator Goods (as defined below) through the Cake Services do not exceed those ordinarily charged for orders directly with Operator, and (g) assume all risks associated with the contact of Operator (and its agents) with property and Persons, and indemnify Cake for any and all claims relating thereto against Cake. Operator is responsible for all liability associated with the fulfillment of orders and promotions of any of its products or services, including food and any drink (such as alcohol and any age screening in connection thereto), payment of sales tax to the appropriate taxing authority, delivery service, compliance with appropriate health codes if applicable, and all matters concerning the condition of the subject product or service.

Operator will not resell Cake Services on behalf of any nonaffiliated third party nor use the Cake Services to process funds for any nonaffiliated third party.

Operator represents and warrants that it has the right, power, and ability to enter into and perform the Agreement, the Agreement does not cause the breach of any agreement Operator has with a third party, and Account and Account Application information provided to Cake is accurate in all respects. Operator further represents and warrants that: (i) any sales transactions with a Buyer will represent a bona fide sale; (ii) any sales transactions submitted will accurately describe the goods or services sold and delivered to Buyer; and (iii) Operator will fulfill all obligations to each Buyer for which it enters into a transaction and will resolve any consumer dispute or complaint directly with that Buyer.

12. TERMS OF AGENCY

12.1. Appointment. Operator appoints Cake as its agent for the purposes of promoting Operator's goods and services ("**Operator Goods**") to Buyers on any Cake Service such as Cake Gift Cards and the Cake Order Service through any platform, including its affiliates and business partner network. The Operator will provide Cake with the Operator's current menu (the "Restaurant Menu"), in such format as is requested by Cake for Cake's inclusion in the Cake Services. Operator Goods may be offered to all or part of Cake's consumer base or its affiliates' consumer base or business partner network and segmented by various variables including gender, age, location, and consumer preferences. Any advertising by Cake of Operator is with the intent to benefit Operator and Cake will exercise due care and good faith when promoting Operator's goods or services.

12.2. Customer Service. Operator is solely responsible for all customer service issues relating to its goods or services, including pricing, order fulfillment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with Operator personnel, policies, or processes. In performing customer service, Operator will always present itself as a separate entity from Cake.

12.3. Publicity. Operator grants Cake, its affiliates, and any third party service providers designated by Cake: (a) a non-exclusive, nontransferable, perpetual worldwide license to use Operator's trade names, trademarks, logos, service marks, and other identifying marks and (b) an exclusive, nontransferable, perpetual worldwide right to use Operator's menus, marketing materials, and photographs of Operator's business or merchandise (so long as, in the case of photographs of Operator staff or owners, the taking of the photograph was authorized by Operator) each for the purposes of any promotion (such as marketing or advertising) of Operator in connection with the services, products, and business of Cake or any its direct and indirect affiliates in on-line or off-line form. That promotion may include advertisements and other marketing materials shared publicly or with targeted third parties such as prospective Cake customers.

12.4. Changes. Operator will promptly notify Cake in writing of any changes to its products or services (such as items on a Restaurant Menu and associated prices) to the extent applicable to the Agreement.

13. DATA OWNERSHIP AND INFORMATION SECURITY

13.1. Data Ownership.

13.1.1. Cake Data. Cake and its business partners own all information that is: (a) directly submitted to the Cake Services by Buyers or prospective Buyers (including personally-identifying and financial information, such as transaction data submitted to Cake's web sites and related online applications (including mobile applications)); or (b) provided to Operator as part of the Cake Services that is not sourced from Operator Data (as defined below) (collectively, that data is "**Cake Data**"). Operator may use Cake Data distributed to Operator solely to the extent necessary to: (i) perform the Agreement, (ii) comply with any legal requirements, or (iii) process or promote Buyer transactions as specifically

provided for by the Agreement, except that Operator will not share any Cake Data with any third party that is not a Buyer without Cake's prior written consent.

13.1.2. Operator Data. Operator authorizes Cake to access business, financial, and other information about Operator or its transactions with Buyers collected or generated in connection with the Cake Services or the Agreement, including: (a) any information provided to Cake by Operator to Cake during the Account Application process or thereafter, (b) any and all credit card transaction and fees and related sales processing data collected by Cake or Operator's Payment Processor, and (c) online performance data received from Operator's account on a third party site or service (such as Facebook, Twitter, or a third party site or service managed by Cake on Operator's behalf) (collectively, "**Operator Data**"). Operator hereby grants Cake an irrevocable, worldwide, royalty-free, transferable, and sublicensable right and license to use, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise exploit Operator Data (including data formulated or derived from Operator Data), directly or indirectly, in any form and authorizes any third party, including any Payment Processor, that independently collects Operator Data from Operator (each, an "**Other Operator Data Licensee**") to grant Cake access to and use of that data. Each Other Operator Data Licensee is a beneficiary under this Section 13.1.2. The foregoing grant includes the right for Cake to share Operator Data with third parties for any reason related to the provision of the Cake Services or the promotion of the services, products, or businesses of Cake and its direct and indirect affiliates (including parent and subsidiary companies). Any Operator Data that is aggregated in a de-identified format such that neither Operator nor its Buyers may be practicably identified will be owned by Cake or its business partners and may be used and shared by Cake in any manner in its discretion.

13.1.3. Sysco Operators and Sysco Projects. Without limiting Section 13.1.2 and, for the avoidance of doubt, in connection with certain projects ("**Sysco Projects**") performed by Cake and its strategic partner, SYSCO Corporation and affiliates ("**Sysco**"), Operator authorizes Sysco to access and use, and Cake to share with Sysco and use, Operator Data for any reason related to the Sysco Projects.

13.2. Information Security and Data Storage. Operator is responsible for compliance with the Payment Card Industry Data Security Standards ("**PCI DSS**") and the Payment Application Data Security Standards ("**PA DSS**"), as applicable. Operator will promptly provide Cake with documentation evidencing compliance with PCI DSS or PA DSS upon Cake's reasonable request. Without limiting the disclaimers in these Terms, Cake will use commercially reasonable efforts to comply with applicable privacy laws regarding the security of personal information obtained from Operator. Cake does not represent, warrant, or guarantee that unauthorized third parties will be unable to defeat Cake's security measures or use Operator's personal information for improper purposes. Operator acknowledges that Operator provides personal information to Cake at Operator's own risk. *Operator is responsible for ensuring its payments and data systems are fully protected against unauthorized breaches and maintaining backups of Operator Data at all times.* While Cake may archive certain Operator Data while the Account is active and not in default, if there is any loss of Operator Data, Operator's exclusive remedy is for Cake to use commercially reasonable efforts to attempt to replace or restore the lost data from the latest backup (if any) of the Operator Data that Cake has maintained in accordance with its ordinary storage procedures. Without limiting any of the foregoing, Operator is solely responsible for archiving Operator Data for use after the close of an Account.

13.3. Security Incidents. If Operator or any Operator personnel discovers or is notified of a breach or potential breach of security or of any safeguards relating to personal information (each, a "**Data Incident**"), Operator will immediately (and in no event beyond 24 hours of the discovery of that Data Incident): (a) notify Cake of that Data Incident; (b) investigate, mitigate, minimize any damage from, and remediate the effects of, the Data Incident, consistent with any guidelines or requests reasonably made by Cake; (c) provide Cake with detailed information about the Data Incident, with all details as may be requested by Cake, at any frequency as may be requested by Cake; (d) permit Cake and its designees, upon Cake's request, to participate in the investigation and remediation of the Data Incident; (e) promptly provide Cake with reasonable assistance in any efforts by Cake and its designees to investigate, mitigate, or remediate the effects of the Data Incident, and in responding to any dispute, inquiry, or claim

relating to the Data Incident; and (f) provide Cake with assurance satisfactory to Cake that the Data Incident will not recur. To the extent any Data Incident is attributable to Operator or to Operator's personnel, including Operator's failure to perform its obligations pursuant to these Terms, Operator will cure that Data Incident at its own cost and expense. In addition, Operator will review its information security practices on a regular basis and notify Cake of security concerns of which Operator becomes aware that may have an adverse effect on Operator (including any Operator affiliates), and Operator will thereafter provide Cake with a written action plan satisfactory to Cake that addresses those security concerns. Without limiting any other rights or remedies of Cake, if in connection with any Data Incident or any act or omission of Operator or any Operator personnel, notice to any individuals, legal authorities, or other third parties of any actual or suspected unauthorized access to or use of personal or sensitive information, or of any other event or circumstance requiring that notice, is required under any law applicable to Cake or Operator, or Cake otherwise determines in its sole discretion that notice of that event or circumstance is Operator reasonably necessary (each, a "Notification Event"), Operator will (i) assist Cake in notifying those third parties of the Notification Event, and communicating with and assisting those third parties regarding the Notification Event; and (ii) if requested by Cake, provide notice of the Notification Event to all persons and entities as may be requested by Cake. The content of any statements, communications, notices, filings, or reports by or for Operator related to any Notification Event, including those required by law, must be provided to Cake within a reasonable time before any publication or release. All disclosures, filings, public statements, press releases, and notifications by or for Operator that relate to any Notification Event that either (1) Operator intends to be available to Cake users, customers, or employees, or (2) reference Cake in any manner, must be approved by Cake prior to release. Operator will be responsible for any costs of Cake in connection with any notification to third parties or any other activities relating to any Data Incident or Notification Event, including costs of notifying consumers or other third parties, providing call center services, providing credit monitoring services, and taking other steps to mitigate or remediate the effects of any Data Incident or Notification Event.

14. INDEMNIFICATION

Operator will defend, indemnify, and hold harmless Cake and its indirect or direct subsidiary, parent or affiliate companies or any of their employees, officers, directors, licensors, and agents (collectively, the "Cake Entities") from and against all claims, liabilities, damages, losses, expenses, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with any claim, action, audit, investigation, inquiry, or other proceeding instituted by a Person that arises out of or relates to: (a) Operator's access to, use of, or alleged use of, the Cake Services; (b) any actual or alleged violation of Operator's representations, warranties, agreements, or obligations referenced in the Agreement or any applicable law or regulation; (c) any actual or alleged violation of Cake's policies or applicable policies of its business partners or payment card association rules; (d) any claim for state sales, use, or similar tax obligations of Operator arising from Buyer transactions; (e) wrongful or improper use of any Cake Service by or on behalf of Operator; (f) Operator's violation of any rights of a third party, including any Intellectual Property Right or publicity, confidentiality, other property, or privacy right; (g) Operator's violation of any federal, state, or local law, rule, or regulation, including any applicable data privacy or security laws, any laws governing gift cards, and any law or regulation governing the use, sale, and distribution of alcohol, or any other Operator goods or services; (h) any dispute between Operator and a Buyer, including a dispute arising from any of Operator acts or omissions in connection with Buyer payment transactions or the accuracy or quality of any Operator product, content, goods or service; (i) any claim alleging or arising out of Operator's misuse of Buyer Data; (j) declined or unauthorized transactions made in Offline Mode; (k) failure of Operator to honor in its obligations with respect to gift cards issued in connection with Cake Gift Cards or the use or misuse of Cake Gift Cards; or (l) any dispute or issue between Operator and any third party. Cake maintains the right to control its own defense and to choose its own legal counsel in any matter subject to the foregoing indemnification, regardless of any conflict of interest between Cake and Operator, and Operator will cooperate with Cake's defense of the claim.

15. DISCLAIMER

EXCEPTING THE HARDWARE WARRANTY SPECIFIED IN SECTION 4.5, THE CAKE SERVICES, POS HARDWARE, AND OTHER HARDWARE, MATERIALS, OR TECHNOLOGY MADE AVAILABLE BY CAKE TO OPERATOR UNDER THE AGREEMENT, THROUGH THE CAKE SERVICES, OR PROVIDED INCIDENTALLY TO THE AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND THE CAKE ENTITIES HEREBY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO OPERATOR OR ANY OTHER PERSON REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE). OPERATOR'S ACCESS TO AND USE OF THE CAKE SERVICES, ANY WEBSITES OR MATERIALS LINKED TO ANY CAKE SERVICES, OR POS HARDWARE IS AT OPERATOR'S OWN RISK. WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE STATED IN THE AGREEMENT, THE CAKE ENTITIES AND THEIR BUSINESS PARTNERS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CAKE SERVICES OR THE CONTENT OF ANY WEBSITES OR MATERIALS LINKED TO THE CAKE SERVICES. THE CAKE ENTITIES DO NOT WARRANT THAT THE CAKE SERVICES OR ANY PORTION OF THE CAKE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE CAKE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY OPERATOR FROM THE CAKE SERVICES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE CAKE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE CAKE ENTITIES OR THE CAKE SERVICE THAT IS NOT EXPRESSLY STATED IN THE AGREEMENT. OPERATOR ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM OPERATOR'S USE OF OR ACCESS TO THE CAKE SERVICES OR POS HARDWARE, OPERATOR'S DEALING WITH ANY THIRD PARTY IN CONNECTION WITH THE CAKE SERVICES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE CAKE SERVICES. OPERATOR IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO OPERATOR'S PROPERTY (INCLUDING OPERATOR'S COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE CAKE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE CAKE SERVICES OR THE DOWNLOAD OR USE OF RELATED MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND OPERATOR MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

16. LIMITATION OF LIABILITY

16.1. Generally. Please read this Section 16 carefully since it limits the liability of the Cake Entities. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this Section 16 is intended to limit any rights Operator may have that may not be lawfully limited.

16.2. Limitation of Liability. NO CAKE ENTITY WILL BE LIABLE TO OPERATOR OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE CAKE SERVICES OR OTHERWISE ARISE IN CONNECTION WITH THE AGREEMENT. UNDER NO CIRCUMSTANCES WILL ANY CAKE ENTITY BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE CAKE SERVICES OR THE ACCOUNT, OR THE INFORMATION CONTAINED IN THE ACCOUNT OR ACCESSIBLE VIA THE CAKE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CAKE ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (a) LOSS OF PAYMENT TRANSACTIONS OR LOSS OF DATA, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM OPERATOR'S ACCESS TO AND USE OF ANY CAKE SERVICE OR POS HARDWARE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF CAKE'S SYSTEMS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED ON THOSE SYSTEMS, (d) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE CAKE SERVICES OR POS HARDWARE, (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE CAKE SERVICES OR POS HARDWARE BY ANY THIRD PARTY, (f) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT MADE AVAILABLE VIA THE CAKE SERVICES OR POS HARDWARE, OR (g) OPERATOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

NO CAKE ENTITY OR ANY OF THEIR PROCESSORS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OR EMPLOYEES) WILL BE LIABLE TO OPERATOR FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO CAKE PURSUANT TO THE AGREEMENT FOR THE APPLICABLE CAKE SERVICES OR POS HARDWARE RELATING TO THE CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN THE SIX MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY.

OPERATOR RECOGNIZES AND CONFIRMS THAT IF IT INCURS ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE CAKE SERVICES OR CAKE'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO OPERATOR ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE IT TO AN INJUNCTION, AND IT WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE CAKE SERVICES.

IF OPERATOR IS A CALIFORNIA RESIDENT, OPERATOR WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

16.3. Third Party Disputes. ANY DISPUTE OPERATOR HAS WITH ANY CARRIER, THIRD PARTY PROVIDER, THIRD PARTY SERVICE, OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE CAKE SERVICES, IS DIRECTLY BETWEEN OPERATOR AND THAT THIRD PARTY, AND OPERATOR IRREVOCABLY RELEASES THE CAKE ENTITIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THOSE DISPUTES.

17. DISPUTE RESOLUTION AND ARBITRATION

17.1. Generally. In the interest of resolving disputes between Operator and Cake in the most expedient and cost effective manner, Operator and Cake agree that every dispute arising in connection with the Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of the Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of the Agreement. OPERATOR UNDERSTANDS AND AGREES THAT, BY ENTERING

INTO THE AGREEMENT, OPERATOR AND CAKE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

17.2. Exceptions. Despite the provisions of Section 17.1, nothing in the Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

17.3. Arbitrator. Any arbitration between Operator and Cake will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cake.

17.4. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if the other party has not provided a current physical address, then by electronic mail ("Notice"). Cake's address for Notice is: Cake Corporation, 101 Redwood Shores Pkwy, Suite 200, Redwood City, CA 94065. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, Operator or Cake may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Operator or Cake must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in Operator's favor, Cake will pay Operator the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Cake in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.

17.5. Fees. If Operator commences arbitration in accordance with the Agreement, Cake will reimburse Operator for Operator's payment of the filing fee, unless Operator's claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, Operator may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of Operator's billing address. If the arbitrator finds that either the substance of Operator's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, Operator will reimburse Cake for all monies previously disbursed by it that are otherwise Operator's obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

17.6. No Class Actions. OPERATOR AND CAKE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Operator and Cake agree otherwise, the arbitrator may not consolidate more than one Person's claims, and may not otherwise preside over any form of a representative or class proceeding.

17.7. Modifications to this Arbitration Provision. If Cake makes any future change to this arbitration provision, other than a change to Cake's address for Notice, Operator may reject the change by sending Cake written notice within 30 days of the change to Cake's address for Notice, in which case Operator's account with Cake will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes Operator rejected will survive.

17.8. Enforceability. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. If Section 17.6 is found to be unenforceable or if the entirety of this Section 17 is found to be unenforceable, then the entirety of this Section 17 is null and void, the remaining provisions of these Terms will remain in effect in accordance with Section 18.3, and the exclusive jurisdiction and venue described in Section 18.7 will govern any action arising out of or related to the Agreement.

18. MISCELLANEOUS

18.1. Entire Agreement. The Agreement, along with any applicable policies and agreements made available at Cake's websites or Operator portal(s) incorporated into the Agreement by express reference (such as the Lease Terms if applicable) and any exhibits, appendices, addenda, schedules, and amendments explicitly made to the Agreement, sets forth the entire understanding between Operator and Cake with respect to Operator's use of the Cake Services, and supersedes any and all other agreements, oral or in writing, including any agreements as to pricing, implementation schedules, or future releases of services, related to the Cake Services, unless made in writing and expressly incorporated into the Agreement. Notwithstanding the foregoing, an updated version of these Terms or any other portion of the Agreement (including any version made available to Operator by written communication or by notice at Cake's websites or Operator portal(s)) prevail over previous versions. Any purchase order or similar document that Operator may issue in connection with the Agreement will be for ordering purposes only and any terms and conditions on that purchase order or other document will be of no force or effect.

18.2. Waiver. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. NOTHING IN THE AGREEMENT WILL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO OPERATOR.

18.3. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, that invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable that term or provision in any other jurisdiction.

18.4. Disclosures and Notices and E-Sign Consent. Cake may provide disclosures and notices regarding the Cake Services (including Leased Hardware), the Agreement, or the Account to Operator electronically by posting it to the "Restaurant Admin" merchant portal available at <https://help.trycake.com/operator-contract/> or its equivalent (the "Portal") or Cake's website, or by emailing it to an email address listed in Operator's account. Those electronic disclosures and notices will have the same meaning and effect as if Operator was provided with physical copies. Those disclosures and notices are considered received by Operator within 48 hours of the time posted or emailed to Operator unless Cake receives notice of non-delivery. Operator should review the Portal on a regular basis to review the prevailing disclosures and notices and check for updates. It is Operator's responsibility to keep email address(es) valid and active and to monitor the email account(s). Cake will not be liable to Operator or any third party for any losses resulting from Operator's failure to comply with the foregoing. To withdraw consent to receiving disclosures and notices electronically, Operator should contact support@trycake.com.

18.5. Attorneys' Fees. Operator will pay Cake all reasonable costs and expenses, including attorneys' fees and court costs, incurred by Cake in exercising any of its rights or remedies under the Agreement or enforcing any of the terms, conditions, or provisions of the Agreement.

18.6. Excused Non-Performance. Cake will not be liable or responsible to Operator, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent that failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Cake including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage except that, if the event in question continues for a continuous period in excess of 30 days, Operator will be entitled to give notice in writing to Cake to terminate the Agreement.

18.7. Governing Law. The Agreement is governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles that would result in the application of the laws of another jurisdiction. If a lawsuit or court proceeding is permitted under the Agreement, then Operator and Cake will submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco, California for the purpose of litigating any dispute.

18.8. Change in Ownership; Assignment. Operator will not assign or transfer its benefit or obligations under the Agreement without Cake's prior written consent. Any sale or transfer of the equity interests of Operator's business such that the holders of the equity interests of Operator's business as of the date of the Initial Order do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement. Cake may assign any or all of its rights under the Agreement in its sole discretion. Subject to the foregoing, the Agreement is binding upon the parties and their successors and assigns (including those by merger and acquisition). Any permitted assignee of or successor entity to Operator must provide any additional information and execute any additional documentation or take any further actions as Cake may request in order to ensure continued provision of services under the Agreement (a "**Permitted Assignment**").

18.9. No Third-Party Beneficiaries. Subject to the last sentence of this Section 18.9, the Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns and nothing in the Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement. The parties hereby designate the Cake Entities as third-party beneficiaries of Sections 9.1, 13.1, and 16, having the right to enforce Sections 9.1, 13.1, and 16.

18.10. Agreement Changes. Cake has the right to change or add to the terms of the Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Cake Services or POS Software (an "**Agreement Change**") with notice that is reasonable in light of the circumstances, such as by updating the Terms on the Portal or on any website maintained or owned by Cake for the purposes of providing services under the Agreement. Operator understands the importance of regularly reviewing these Terms and other portions of the Agreement as updated on the Portal. Use of the Cake Services after notice of any Agreement Change will confirm that Operator have read, accepted, and agreed to be bound by the modifications to the Agreement or constitute Operator's acceptance of the changed Cake Service. Notwithstanding the foregoing, (a) any dispute between the parties that arose before the effective date of an Agreement Change is governed by the Agreement (including the binding individual arbitration clause) that was in place when the dispute arose and (b) if an Agreement Change negatively and materially impacts Operator's rights under the Agreement, and Cake does not waive the applicability of those changes to Operator, Operator may terminate the Agreement by providing written notice thereof to Cake, and in that event, is released from any payment obligations under the Agreement except for outstanding fees owed (those fees include any and all amounts owed for

Purchased Hardware purchased prior to the effective date of the Agreement Change) and must immediately return any Leased Hardware to Cake. That notice must be given within 30 days following the date of notice by Cake of the Agreement Change.

18.11. Notices. All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder must be in writing. Notices to Cake must be addressed to the address specified in Section 17.4. Notices to Operator will be sent to Operator's then-current address specified in the Account. All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid), except for notices that the Agreement specifies may be provided by email or other means, including as specified in Section 18.4. A notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements.

18.12. Interpretation. Section headings are used in the Agreement for convenience of reference only and will not affect the meaning of any provision of the Agreement. For purposes of the Agreement: (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the words "such as", "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; and (c) the word "or" is used in the inclusive sense of "or" and the terms "or," "any," and "either" are not exclusive. No ambiguity will be construed against any party based on a claim that the party drafted the language.

* * * *

POS Hardware Lease Terms

Last Updated: May 1, 2017

These POS Hardware Lease Terms (these "**Lease Terms**") are a binding contract between Cake and Operator governing Operator's lease of certain point of sale-related hardware from Cake and are effective with respect to particular Leased Hardware (as defined below) as of the date of the Order for that Leased Hardware (the "**Effective Date**"). These Lease Terms are incorporated by reference into the agreement between Cake and Operator that includes the Operator Terms and Conditions (the "**Operator Terms**") and other terms specified in the Operator Terms as constituting part of the Agreement. Any capitalized terms not defined in these Lease Terms have the meaning specified in the Operator Terms. The parties agree as follows:

1. **Lease.** Cake will lease to Operator, and Operator will lease from Cake, the Leased Hardware described in the applicable Order as POS Hardware that is being leased by Cake to Operator (the "**Leased Hardware**").
2. **Operation.** Operator will not remove the Leased Hardware from Operator's address specified on the Account without Cake's prior written approval. Operator will allow Cake to enter Operator's premises at all reasonable times to locate and inspect the state and condition of the Leased Hardware. Operator will, at its expense, keep and maintain the Leased Hardware in a good state of repair, normal wear and tear excepted, and will use the Leased Hardware only for its intended purpose and follow Cake's instructions regarding the use and maintenance of the Leased Hardware.
3. **Rent.** In consideration of Operator's right to possess and use the Leased Hardware during the Lease Period (as defined below), except as otherwise agreed by the parties (as may be specified in the Account Application or applicable Order), Operator will pay the rent at the monthly rate specified in the applicable Order ("**Rent**") in advance, on the first day of each calendar month during the Lease Period (with the first month's rent, prorated, if necessary, due on the Effective Date), without any set-off, offset, abatement or deduction whatsoever in US dollars by ACH or, in to the extent permitted by Cake, credit card payment. Operator will pay interest on all late payments at the rate specified in the Operator Terms. Operator will reimburse Cake for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Operator of any default under the Agreement.
4. **Holdover Rent.** If, by the expiration of the Lease Period, Operator has not paid the Purchase Price (as defined below) or does not return the Leased Hardware to Cake in the condition and on the terms and conditions of Section 8(b), Operator will continue to comply with all the terms and conditions of these Lease Terms, including the obligation to pay 150% of the prorated daily Rent for each day from the expiration of the Lease Period until the date on which Operator returns the Leased Hardware to Cake in the manner required under Section 8(b) ("**Holdover Rent**"). Operator will not construe anything contained in this Section, including Operator's payment of Holdover Rent, as Cake's (a) waiver of Operator's failure to perform any obligation under the Agreement; or (b) assent to any renewal of this Agreement.
5. **Limited Warranty.** The Hardware Warranty, all limitations on the Hardware Warranty, and other warranty disclaimers in the Agreement apply to the Leased Hardware. THE REMEDIES SET FORTH IN THE OPERATOR TERMS ARE OPERATOR'S SOLE AND EXCLUSIVE REMEDIES AND CAKE'S ENTIRE LIABILITY FOR ANY BREACH OF THE HARDWARE WARRANTY.
6. **Title and Risk of Loss.** Title to the Leased Hardware remains with Cake throughout the Lease Period, and Operator will acquire no right, title, or interest in the Leased Hardware. Operator will not pledge or encumber the Leased Hardware in any way. Operator will bear all risk of loss, damage, destruction, theft, and condemnation to or of the Leased Hardware from any cause whatsoever ("**Loss**") until the Leased Hardware has been returned to Cake to the destination specified in Section 8(b). Operator will notify Cake in writing within 10 days of any Loss. In the event of a Loss Operator agrees to

pay the full retail cost for the repair or replacement of the equipment, together with any costs incurred by Cake in repairing or replacing or attempting to obtain possession of the equipment.

7. Precautionary UCC-1 Financing Statement. Operator authorizes Cake to file precautionary Uniform Commercial Code (“UCC”) financing statements and other similar filings and recordings with respect to the Leased Hardware. Operator will not file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by Cake in connection with the Leased Hardware except (i) if Cake fails to file a corrective or termination statement or release on request from Operator after the expiration or earlier termination of this Agreement or (ii) with Cake’s consent.

8. End-of-Term Options

(a) Option to Purchase. At the end of the Lease Period, Operator may, at its option, purchase Leased Hardware at the then-current fair market value for the Leased Hardware (the “Purchase Price”) if Operator has performed all of its responsibilities under these Lease Terms and gives written notice to Cake at least 15 days prior to the end of the applicable Lease Period (the “Purchase Option”). The “fair market value” of the Leased Equipment will be mutually agreed upon by both parties. If Operator exercises the Purchase Option but fails to pay the Purchase Price by the end of the Lease Period, the Lease Period and Operator’s obligations under the Agreement relating to the Leased Hardware will continue on a month-to-month basis until Operator pays the Purchase Price, returns the Leased Hardware to Cake in accordance with Section (b), or the parties enter into a new non-cancelable Lease Period covering the applicable Leased Hardware. Upon receipt by Cake of the Purchase Price payment, Cake will assign to Operator all ownership interest in the applicable Leased Equipment and the Leased Equipment will be considered Purchased Hardware for purposes of the Agreement. For clarity, the Warranty Period applicable to Leased Hardware that is purchased by Operator is deemed to have started not on the purchase date but on the date when the Leased Equipment was first delivered to Operator.

(b) Obligation to Return Leased Hardware. If Operator does not exercise the Purchase Option, Operator will, at its risk and expense, no later than the expiration of the Lease Period: (a) deinstall, inspect, and properly pack the Leased Hardware; and (b) return the Leased Hardware, freight prepaid, to Cake’s facility set out on the first page of this Agreement by delivering the Leased Hardware.

(c) Condition of Leased Hardware upon Return. Operator will cause the Leased Hardware returned for any reason under this Agreement to: (a) be free and clear of all liens (other than liens of Cake) and rights of third parties; (b) be in the same condition as when delivered to Operator, ordinary wear and tear excepted; (c) have all Operator’s insignia or markings removed or painted over and the areas where such markings were removed or painted over refurbished as necessary to blend with adjacent areas; and (d) be in compliance with applicable law.

9. Insurance. During the period that Operator has any Leased Hardware in its possession or control, Operator will, at its own expense, maintain and carry insurance in full force and effect with coverage limits no less than those than are customary in Operator’s industry, taking into account Operator’s size and type of operations.

10. Term and Termination. The term of these Lease Terms as applicable to Leased Equipment specified on a particular Order commences on the Effective Date and continues for the period specified in the applicable Order, unless and until earlier terminated as provided under the Agreement (the “Lease Period”). If Operator is in default of any of the terms and conditions of the Agreement, Cake, and its agents, at Operator’s risk, cost, and expense may, (a) during normal business hours, enter Operator’s premises where the Leased Hardware is stored or used and recover the Leased Hardware, or (b) allow Operator to purchase the Leased Hardware by paying Cake the then-present value of the Leased Hardware.

11. General

(a) Survival. Subject to the limitations and other provisions of the Agreement, Sections 3, 4, 6, 8, 9, 10, and 11 of these Lease Terms, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of these Lease Terms or the Agreement.

(b) Amendments. No amendment to, modification of, or rescission, termination, or discharge of these Lease Terms is effective unless it is in writing, identified as an amendment to, or rescission, termination, or discharge of these Lease Terms and signed by an authorized representative of each party.

(c) Cumulative Remedies. All rights and remedies provided in these Lease Terms are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the parties intend that Operator's rights under the Hardware Warranty are Operator's exclusive remedies for the events specified under the Hardware Warranty.

Hardware Return Policy and Limited Warranty

Last updated: May 1, 2017

This Hardware Return Policy and Limited Warranty applies to your purchase or lease of Cake hardware ("Cake Hardware") and third party hardware and accessories ("Third Party Hardware," and collectively with Cake Hardware, "POS Hardware") from Cake. This hardware policy and warranty is incorporated by reference into the Agreement between Cake and Operator that includes the Operator POS Terms and Conditions (the "**Operator Terms**") and other terms specified in the Operator Terms as constituting part of the Agreement. Any capitalized terms not defined herein have the meaning specified in the Operator Terms.

1. **Return Requirements.** If Operator wishes to cancel a purchase and return UNUSED Purchased Hardware after delivery, Operator may be eligible for a refund in an amount to equal the Purchased Hardware portion of the purchase price (i.e., not set-up or shipping and handling fees) paid by Operator **minus a restocking fee equal to 30% of the purchase price**. To be eligible for a refund, Operator must: (a) initiate the return within 10 days of delivery of the Purchased Hardware and (b) ship the Purchased Hardware back with all original manuals, cables, materials, and packaging to the return shipping address provided by Cake and in original new condition (in original packaging with no visible damage or use).

No returns are accepted over 10 days after delivery. No refunds are provided in connection with Leased Hardware. POS Hardware set-up services (e.g., configuration) and any shipping and handling fees are non-refundable. Cake or its business partners will have the sole discretion to determine if the Purchased Hardware is "UNUSED." Only products purchased directly from Cake can be returned to Cake. Products purchased through an authorized retail partner must be returned in accordance with their respective return policies. If we suspect Operator is abusing the return policy (for example by returning products on multiple occasions or on a seasonal basis), Cake reserves the right to refuse the return.

iPads and other Apple product returns must be unopened. We do not accept returns of iPads or other Apple products where any part of the original packaging has been opened, broken, or altered.

Except for a Cake or vendor error, Operator is responsible for shipping charges associated with Purchased Hardware being shipped for return, exchange, or replacement. Returns must be made via an authorized shipping carrier that allows the package to be tracked. Operator is responsible for any loss or damage to Purchased Hardware during shipping of a returned unit to Cake.

2. **Limited Warranty.**

(a) **Period and Warranty.** Cake warrants POS Hardware other than Apple products against substantial defects in materials and workmanship for a period of one year (measured from the date of original purchase for Purchased Hardware or, for Leased Hardware, measured from the date the Leased Hardware was first delivered to Operator) or the longer period as expressly agreed in the applicable Order (the "**Warranty Period**"). This limited warranty (the "**Hardware Warranty**") extends only to Operator as original purchaser or lessor of the POS Hardware from Cake (except in the case of a Permitted Assignment (as defined in the Operator Terms)) and only for POS Hardware used connection with a Cake Service. From time to time, Cake may offer extensions on the Hardware Warranty beyond the original Warranty Period in consideration for an additional payment as specified in the applicable Order. Extensions do not affect the Hardware Warranty except with respect to the length of the Warranty Period.

(b) **Third Party Hardware.** The Hardware Warranty does not apply to any Apple products, or any third party consumable parts, including batteries, or any software, even if resold or included with the POS Hardware. All Apple products resold or included by Cake is provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its products. For service, support, or warranty assistance of Apple products, you should contact the

manufacturer directly. For example, when Apple products fail to function under normal use contact Apple support for repairs and replacements under their original manufacturers' warranty. **CAKE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH APPLE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

(c) Exclusions. The Hardware Warranty will not apply to: (a) cosmetic damage, including scratches and dents, (b) defects caused by normal wear and tear or otherwise normal aging, (c) theft, loss, or acts of God, (d) damage caused by abuse, misuse, neglect, negligence, accident, improper testing, installation, storage, or handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Cake or the applicable documentation, (e) POS Hardware that has been repaired, upgraded or altered by Persons other than Cake or installed, operated, repaired, or maintained other than in accordance with any associated documentation provided by Cake, or (f) POS Hardware that has failed as a result of its being used with third party hardware, software, or other systems that have not been previously approved in writing by Cake. No repair or replacement will be provided under the Hardware Warranty without proof of purchase. Notwithstanding this limited warranty, it may be necessary for Operator to upgrade POS Hardware or purchase new hardware from time to time at Operator's sole expense. This warranty does not guarantee uninterrupted use of any POS Hardware device. Neither Cake nor any of its affiliates or agents shall be liable for direct or indirect damages you may experience in connection with repairs or replacement of POS Hardware, including, but not limited to, loss of revenue or profits, downtime, damage to or replacement of equipment and property, and loss of data.

(d) Warranty Claims and RMA Policy. If you believe your POS Hardware has a defect, please contact support@trycake.com. **During the Warranty Period, subject to the Operator Terms, Cake will, in its sole discretion, and as Cake's sole obligation and Operator's sole remedy for breach of the Hardware Warranty, either repair the device or replace it with a new or refurbished model that is at least equivalent in functionality to the model being replaced.** An equivalent product may be a previously used product which Cake has tested and verified to be free of defect. If a replacement has been authorized Cake will send the replacement device via regular ground service within three (3) business days and Operator must return each device for which a replacement was received (the "RMA Device") within thirty (30) calendar days from receiving the replacement (the "RMA Period"). Return Material Authorizations are only valid for 30 days from the date of issuance. If a RMA Device is received by Cake (or its third party agent) after the expiration of the RMA Period, or does not receive it at all, Operator will be responsible for and agrees to pay the retail price of the replacement unit. Operator further authorizes Cake to charge Operator's payment card or Bank Account in connection with such payment.

All RMA Devices must be shipped to Cake with proper packaging to the return shipping address provided by Cake. Returns must be made via an authorized shipping carrier that allows the package to be tracked. Operator is responsible for any loss of or damage to RMA Devices during shipping to Cake. All returns must be accompanied by a Return Material Authorization number issued by Cake's Support team and any returns without the number are not valid and may be rejected and shipped back to the origin shipping address. Cake or its business partners will have the sole discretion to determine if, and to what extent, a RMA Device is defective. If an RMA Device is found to (a) not be materially defective after testing by Cake or its business partners or (b) damaged as a result of neglect, abuse or unauthorized tampering then the device does not come under this warranty and will not be considered for repair or replacement and Operator will be responsible for any applicable return shipping costs and/or the costs of any replacement unit(s) previously shipped to Operator.

Date: July 25, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: August 14, 2019

Title of Board Item:

Training Services Agreement with Westside Energy Services Training and Education Center, Inc. (WESTEC) – Active Shooter Training for Faculty and Staff on August 23, 2019

Background:

WESTEC will provide faculty and staff active shooter training on August 23, 2019 for August 2019 In-Service.

Terms (if applicable):

The term of the agreement is for one day of training on August 23, 2019, 1:10 pm -4 pm.

Expense (if applicable):

The cost for training is a flat fee of \$350 for services provided.

Fiscal Impact Including Source of Funds (if applicable):

The VPSS Security Services budget will be utilized and have been included in the 2019-2020 budget projections for this service.

Approved: 

Dr. Debra Daniels, Superintendent/President



EVENT CODE:

TAF03 Contract #2303

TRAINING SERVICES AGREEMENT

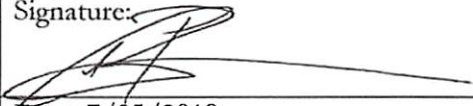
This agreement is between Westside Energy Services Training and Education Center, Inc. (WESTEC, a non-profit training cooperative) and Taft College

WESTEC agrees to provide the following services for CUSTOMER:

Course:	Location:	Date Time:
Active Shooter	Taft College Cougar Room	August 23, 2019 1:10pm-4:00pm

Service Terms:

- There will be a Flat fee of **\$350.00** for service(s) provided (**1 Presentation**).
 * Payment for services rendered is due and payable in full upon receipt within 15 days of completion of class. This is due to expenses incurred for specialty equipment that may be required.
- EQUIPMENT REQUIRED (Computer, Projector, Speakers, Screen for Power Point)**
This WILL BE PROVIDED BY THE CONTRACTOR, at the specific site of training.
- CUSTOMER billing information: Taft College Student Services Division.
 Attn: Severo M Balason Jr, Vice President of Student Services.
 Billing Address: Taft College 29 Cougar Court
 CUSTOMER Phone#:661-763-7854 Work Phone, 661-763-7758 Fax
- Upon signing this agreement, the CUSTOMER agrees to pay WESTEC a non-refundable cancellation fee of \$150.00. All invoices are due upon receipt.
- Cancellation notice must be received to WESTEC in writing or by fax (661-393-1015) at least 24 hours in advance of the event. If cancellation notice is not received by this deadline, the CUSTOMER agrees to pay the total fee for services outlined in this agreement.

CUSTOMER INFO:	WESTEC INFO:
Name and Title:	Name Chris Resendez Title: AOJ Program Manager
Signature:	Signature: 
Date:	Date: 7/25/2019

Thank you for choosing WESTEC!



BOARD AGENDA ITEM

Date: July 24, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 14, 2019

Title of Board Item:

Facility Request for West Side Recreation and Parks District (WSRPD) – Gymnasium

Background:

Each year the District hosts a welcome back breakfast meeting to kick off the academic year. The event is intended for all District employees and provides an opportunity to share important updates and information with employees. I am requesting the use of the WSRPD gymnasium to provide enough space for all employees to attend.

Terms (if applicable):

August 20, 2019

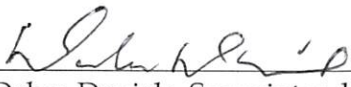
Expense (if applicable):

\$195.00 for WSRPD labor

Fiscal Impact Including Source of Funds (if applicable):

This is included in the 2019-20 District Budget.

Approved: _____


Dr. Debra Daniels, Superintendent/President

FACILITY SALES RECEIPT

Receipt # 145347
Payment Date: 07/11/19
Household #: 7119

West Side Recreation & Park District
 500 Cascade Place
 Taft CA 93268

Taft College Foundation
 29 Cougar Ct
 Taft CA 93268
 shorn-bunk@taftcollege.edu

Hm Ph: (661)763-7936

Phone: (661)763-4246
 website: www.wsrpd.com e-mail: info@wsrpd.com

Facility Reservation Details

Facility:	Recreation Center, RC Gym Court 1	<u>Fees + Tax</u>	<u>Discount</u>	<u>Amount Due</u>
Reserv. Contact:	Taft College Foundation, HM: (661)763-7936	0.00	0.00	0.00
Reserv. Number:	8498 Status: Firm			
Purpose:	All District Staff Breakfast			
Anticipated Count:	215			
Date(s):	Tue @ 7:00A - 12:00P: 08/20			
	Alcohol Served: No			
	What time will event begin?:			
	Cleaning Deposit Amount:			
	Fees and Deposit(s) Due:			
	Facility Staff Fees Due:			
	Set-Up Form Due:			

Facility:	Recreation Center, RC Gym Court 2	<u>Fees + Tax</u>	<u>Discount</u>	<u>Amount Due</u>
Reserv. Contact:	Taft College Foundation, HM: (661)763-7936	0.00	0.00	0.00
Reserv. Number:	8498 Status: Firm			
Purpose:	All District Staff Breakfast			
Anticipated Count:	215			
Date(s):	Tue @ 7:00A - 12:00P: 08/20			
	Alcohol Served: No			
	What time will event begin?:			
	Cleaning Deposit Amount:			
	Fees and Deposit(s) Due:			
	Facility Staff Fees Due:			
	Set-Up Form Due:			

Processed on 07/11/19 @ 11:47:57 by TEENA

FEES CHARGED ON NEW LINE ITEMS (+)	0.00
DISCOUNT APPLIED AGAINST THESE FEES (-)	0.00
TAX CHARGED ON NEW FEES (+)	0.00
HH DEPOSIT/VISIT CHARGED	0.00
NEW AMOUNT DUE	0.00
PREVIOUS NET HOUSEHOLD BALANCE	0.00
TOTAL DUE	0.00
NEW FEES PAID ON THIS RECEIPT (-)	0.00
NEW DEPOSIT PAID (-)	0.00
TOTAL PAID	0.00
NEW NET HOUSEHOLD BALANCE	0.00

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78043223	07/02/2019	A00284634	Abbott, Amar I.	I0058541	061119	11000	202	5710	60100	419.80
				I0058545	061719	12639	301	5710	64900	199.87
78043224	07/02/2019	A00286446	Balason, Severo	I0058546	061719	12639	301	5710	64900	207.04
78043225	07/02/2019	A00072599	Bledsoe, Adam W.	I0058538	061719	11000	202	5710	60200	744.16
78043226	07/02/2019	A00200302	Eveland, Sharyn L.	I0058542	061119	11000	202	5710	60100	431.38
78043227	07/02/2019	A00200950	Furman, Tori J.	I0058535	061819	11000	202	5710	60100	51.62
				I0058536	061319	11000	202	5710	60100	83.52
78043228	07/02/2019	A00200656	Jacobi, Victoria J.	I0058543	061719	12639	301	5710	64900	198.26
78043229	07/02/2019	A00200698	Jones, Diane M.	I0058544	061719	12639	301	5710	64900	208.12
78043230	07/02/2019	A00201690	Kulzer-Reyes, Kelly R.	I0058552	061219	11000	202	5710	60100	440.80
78043231	07/02/2019	A00282661	Madding, Justin	I0058539	JUN 19	11000	421	5710	67200	92.56
78043232	07/02/2019	A00307058	Minor, Leslie B.	I0058540	060919	11000	202	5710	60100	871.63
78043233	07/02/2019	A00200508	P. G. & E.	I0058547	061419	11000	431	5830	65700	10,350.90
						39000	314	5830	64991	4,899.31
						33428	310	5830	69200	6,683.38
						33588	310	5830	69200	136.40
78043234	07/02/2019	A00200393	Sparkletts	I0058549	062019	11000	209	4310	49999	39.04
78043235	07/02/2019	A00200862	Taft College Bookstore	I0058550	6170	11000	210	4311	13052	194.93
						11000	208	4311	11051	37.48
						11000	209	4311	04013	305.64
78043236	07/02/2019	A00203989	Tipton Cash, Heather M.	I0058537	JUN 19	11000	202	4316	60200	59.39
78043237	07/02/2019	A00255644	U.S. Bank Equipment Finance	I0058548	500-0372	11000	401	5641	67704	444.02
78043238	07/02/2019	A00200360	Westec	I0058551	26484	35000	301	5641	69700	350.00
78043239	07/03/2019	A00306660	Advanced Data Storage, Inc.	I0058553	0095905	11000	401	5990	67200	1,575.00
78043240	07/03/2019	A00309647	Alvarez, Maria	I0058558	200	12639	301	5510	64900	1,649.26
78043241	07/03/2019	A00200043	American Express	I0058554	11005062	11000	000	7211	00000	4,063.56

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78043242	07/03/2019	A00300396del Rosario, Heather R.	I0058571	061319	11000	411	5710	67300	422.05
78043243	07/03/2019	A00309646Finn, Mary Alice	I0058555	200	12639	301	5510	64900	1,804.11
78043244	07/03/2019	A00309637Fitzsimmons, Mark	I0058559	200	12639	301	5510	64900	1,622.05
78043245	07/03/2019	A00282401Fred Pryor Seminars	I0058568	20-27251	11000	411	5710	67300	99.00
78043246	07/03/2019	A00286934GeoGebra GmbH	I0058564	509/2018	11999	000	7412	73900	418.00
					11000	209	5990	49999	20.00
78043247	07/03/2019	A00045424Hamblin, Sarah L.	I0058560	200	12639	301	5510	64900	1,645.67
78043248	07/03/2019	A00005711Heber, Emily L.	I0058563	200	12639	301	5510	64900	1,735.97
78043249	07/03/2019	A00259082Lozano Smith, LLP	I0058567	070219	11000	110	5430	66003	15,000.00
78043250	07/03/2019	A00309640Murillo, Lilia	I0058556	200	12639	301	5510	64900	1,643.74
78043251	07/03/2019	A00309641Pendergrass, Angela	I0058557	200	12639	301	5510	64900	1,790.88
78043252	07/03/2019	A00078719Popejoy, Debra L.	I0058561	200	12639	301	5510	64900	1,645.67
78043253	07/03/2019	A00243211Quicksilver Software, Inc.	I0058565	6273	11000	202	5510	60100	1,250.00
78043254	07/03/2019	A00024451Sutherland, Tammy M.	I0058562	200	12639	301	5510	64900	1,811.55
78043255	07/03/2019	A00200832Taft College Foundation	I0058566	JAN 19	11000	101	5970	66004	500.00
78043256	07/03/2019	A00022713Tam, Stephanie L.	I0058570	33418746	11000	000	7211	00000	735.61
78043257	07/03/2019	A00252942TC Financial Aid Clearing Ac	I0058572	070119	11000	421	5990	67200	600.00
78043258	07/03/2019	A00200378WKCCD Custodian Revolving Ca	I0058573	3184	11000	411	5970	67300	1,518.88
78043259	07/03/2019	A00200379WKCCD#2 Revolving Fund	I0058569	070219	11999	000	7412	73900	747.80
78043260	07/05/2019	A00047652Acosta, Silvia E.	S0047614		11000		9526		138.00
78043261	07/05/2019	A00297408Bentley, Harleigh M.	S0047615		11000		9526		138.00
78043262	07/05/2019	A00291984Cornejo, Damian J.	S0047616		11000		9526		276.00
78043263	07/05/2019	A00310192Cowan, Isapela V.	S0047617		11000		9526		138.00
78043264	07/05/2019	A00269831Davis, Bradley A.	S0047618		11000		9526		46.00
78043265	07/05/2019	A00030211Doser, Paul	S0047619		11000		9526		414.00
78043266	07/05/2019	A00259314Espinoza, Jovana	S0047620		11000		9526		552.00

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78043267	07/05/2019	A00231015	Flores, Alexis R.	S0047621		11000		9526		49.00
78043268	07/05/2019	A00239588	Flores, Joseph A.	S0047622		11000		9526		184.00
78043269	07/05/2019	A00210981	Franco, Ariel L.	S0047629		11000		9526		200.00
78043270	07/05/2019	A00267102	Gonzalez, Oladis I.	S0047633		11000		9526		418.00
78043271	07/05/2019	A00279338	Gonzalez Gonzalez, Griseyda	S0047632		11000		9526		138.00
78043272	07/05/2019	A00287586	Hermida, Julia	S0047630		11000		9526		89.00
78043273	07/05/2019	A00291262	Hernandez, Alejandra	S0047628		11000		9526		230.00
78043274	07/05/2019	A00309395	Kirk, Macie R.	S0047627		11000		9526		150.00
78043275	07/05/2019	A00279203	Lankford, Rikki A.	S0047626		11000		9526		138.00
78043276	07/05/2019	A00272723	Lugo, Anna M.	S0047625		11000		9526		322.00
78043277	07/05/2019	A00307886	Lyman, Shayla K.	S0047624		11000		9526		150.00
78043278	07/05/2019	A00255498	Martinez, Isabelle	S0047631		11000		9526		150.00
78043279	07/05/2019	A00289661	Medina, Hailey R.	S0047634		11000		9526		644.00
78043280	07/05/2019	A00062390	Millar, Michelle m.	S0047623		11000		9526		138.00
78043281	07/05/2019	A00307653	Momi, Suraj K.	S0047608		11000		9526		138.00
78043282	07/05/2019	A00304857	Nguyen, Colby E.	S0047609		11000		9526		138.00
78043283	07/05/2019	A00306514	Pineda, Cristhian A.	S0047610		11000		9526		92.00
78043284	07/05/2019	A00300256	Prado, Destinee R.	S0047611		11000		9526		276.00
78043285	07/05/2019	A00296419	Solomon, Felicia M.	S0047612		11000		9526		2,072.00
78043286	07/05/2019	A00206102	Soto, Ernest	S0047613		11000		9526		90.00
78043287	07/16/2019	A00243588	AARP Health Care Options	I0058594	JUL 19	11000	412	3350	59100	18,430.31
78043288	07/16/2019	A00200029	ACT Asset Program	I0058603	1223374	11000	306	4310	49306	32.00
78043289	07/16/2019	A00200063	Austin's Pest Control, Inc.	I0058621	JUN 19	39000	314	5860	64991	100.00
78043290	07/16/2019	A00200076	Bandy, Ingrun K.	I0058609	060219	11000	352	5710	69610	164.00
				I0058610	060719	11000	352	5710	69610	190.00
78043291	07/16/2019	A00272600	Beard Family Trust	I0058587	JUL 19	12560	223	5610	09565	3,500.00

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78043292	07/16/2019	A00200107	Bright House Networks	I0058591	061919	31000	423	5840	69100	124.97
78043293	07/16/2019	A00200109	Brown & Reich Petroleum, Inc	I0058632	7353	39000	314	4316	64991	344.85
78043294	07/16/2019	A00099735	Burch, Kelsey	I0058633	JUN 19	39000	314	5710	64991	54.00
78043295	07/16/2019	A00303443	CampusLogic, Inc.	I0058606	2018-128	12569	353	5641	64600	48,000.00
						12569	353	5641	64600	0.00
78043296	07/16/2019	A00082776	Carty, Ramona M.	I0058620	JUN 19	39000	314	5710	64991	20.24
78043297	07/16/2019	A00200167	Central Valley Conference	I0058615	307-1	11000	352	5750	69611	300.00
78043298	07/16/2019	A00200181	City of Taft	I0058626	06.01.19	12560	223	5850	09565	53.99
78043299	07/16/2019	A00280761	County of Kern Public Works	I0058593	060819	11000	431	5850	65500	0.62
78043300	07/16/2019	A00200219	CSMI	I0058617	129524	11000	352	4310	69619	250.00
78043301	07/16/2019	A00306586	CSSO Association, Inc.	I0058614	1161	11000	301	5210	64500	300.00
78043302	07/16/2019	A00087736	Davis, Jeanette M.	I0058623	061819	39000	314	5980	64991	46.00
78043303	07/16/2019	A00200279	Educational Testing Service	I0058600	SP006579	11000	306	4310	49306	975.00
				I0058602	SP200645	11000	306	4310	49306	1,695.00
78043304	07/16/2019	A00200315	Ferguson, Bruce E.	I0058576	06/24/19	11000	352	5710	69619	1,061.62
78043305	07/16/2019	A00283264	Frontier California Inc.	I0058581	77000722	11000	431	5840	65700	1,010.98
78043306	07/16/2019	A00283264	Frontier California Inc.	I0058582	79000628	11000	431	5840	65700	776.11
78043307	07/16/2019	A00283264	Frontier California Inc.	I0058588	13580522	31000	423	5840	69100	52.06
78043308	07/16/2019	A00224086	inContact, Inc.	I0058583	6340337	11000	431	5840	65100	189.29
						11000	431	5840	65700	1,531.51
78043309	07/16/2019	A00244581	Independent Fire and Safety,	I0058625	3750	33528	310	5632	69200	112.00
				I0058629	3760	33528	310	5632	69200	472.50
78043310	07/16/2019	A00200712	Kern County Supt. of Schools	I0058631	090919	12000	319	5970	63200	2,500.00
78043311	07/16/2019	A00201354	Leonzo, Hector R.	I0058597	33418785	11999	000	7412	73900	901.20
78043312	07/16/2019	A00057406	Lopez, Michelle D.	I0058574	200	12639	301	5510	64900	1,815.88
78043313	07/16/2019	A00200595	NCS Pearson	I0058601	V1905000	11000	306	4310	49306	724.37

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78043314	07/16/2019	A00200505OT	Cookhouse & Saloon	I0058612	160-TILG	39000	314	5740	64991	4,041.17
78043315	07/16/2019	A00200508P.	G. & E.	I0058584	070219	11000	431	5830	65700	24,328.37
78043316	07/16/2019	A00200508P.	G. & E.	I0058590	06/14/19	31000	423	5830	69100	8.12
						31000	423	5820	69100	775.62
78043317	07/16/2019	A00261201P	roforma Progressive Marketi	I0058592	BB710085	12000	353	4310	64600	1,622.08
78043317	07/16/2019	A00261201P	roforma Progressive Marketi	I0058607	BB710078	12551	353	4310	64600	12,890.52
						12000	353	4310	64600	112.28
78043318	07/16/2019	A00309422Q	S R International Americas I	I0058599	INVQUS-0	12653	301	5642	63900	11,849.00
78043319	07/16/2019	A00280086R	othgeb, Julie J.	I0058575	JUN 19	11000	223	5710	60103	43.73
78043320	07/16/2019	A00201036R	ussell, Harold	I0058608	052019	11000	358	4310	62100	177.41
78043321	07/16/2019	A00285838S	ammy's Detail	I0058624	551	11000	223	5890	60103	80.00
78043322	07/16/2019	A00241620S	anchez, Morgan E.	I0058611	062819	12000	303	5710	64300	30.00
						12000	303	4410	64300	107.05
78043323	07/16/2019	A00200471S	ARS Software Products, Inc.	I0058605	INV-0004	12000	319	5641	63200	5,000.00
78043324	07/16/2019	A00265948S	atouf, Alaa D.	I0058613	070119	12000	303	7606	64300	85.00
78043325	07/16/2019	A00200393S	parkletts	I0058589	060719	31000	423	4321	69100	23.05
78043326	07/16/2019	A00200393S	parkletts	I0058604	051619	11000	306	4310	49306	17.74
						11000	306	4310	49306	36.54
78043327	07/16/2019	A00200396S	purr	I0058580	99465	11000	431	5820	65700	1,721.55
						35827	357	5820	69700	302.19
						33428	310	5820	69200	165.32
78043328	07/16/2019	A00237176S	SSD Systems	I0058586	R-001131	31000	423	5880	69100	118.68
78043329	07/16/2019	A00200407S	tudent Insurance	I0058598	1154	11000	401	5340	67702	54,863.00
78043330	07/16/2019	A00200417S	ysco Food Service of Ventur	I0058619	17913731	32000	422	4410	69400	3,547.33
						32000	422	4411	69400	838.50
						32000	422	4411	69400	1,318.60

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			I0058630	17988278	33429	310	4410	69200	1,792.95	
78043331	07/16/2019	A00200862	Taft College Bookstore	I0058618	3215	11000	352	5940	69610	22.94
78043332	07/16/2019	A00302722	Time Warner Cable	I0058578	070119	35819	357	5890	69700	800.00
						35814	357	5890	69700	888.82
				I0058579	07/01/19	35827	357	5890	69700	1,035.09
78043333	07/16/2019	A00200282	True Value Home Center	I0058628	408251	11007	431	6211	70990	18.75
78043334	07/16/2019	A00200284	U.S. Foods	I0058627	4923645	33429	310	4410	69200	2,449.38
78043335	07/16/2019	A00243587	United Healthcare Insurance	I0058595	JUL 19	11000	412	3350	59100	22,515.56
78043336	07/16/2019	A00200354	Wells, Susan J.	I0058634	061419	39000	312	5710	64991	378.65
78043337	07/16/2019	A00275443	WestAir Gases & Equipment In	I0058577	80207651	31000	423	4321	69100	94.40
				I0058616	80254440	11000	352	4310	69610	24.64
				I0058622	80254442	12560	223	4311	09565	502.04
78043338	07/16/2019	A00200378	WKCCD Custodian Revolving Ca	I0058596	3176	11000	101	5970	66004	500.00
78043339	07/16/2019	A00272268	Woodall, Natalie E.	I0058585	062819	12000	303	5710	64300	30.00
78043340	07/16/2019	A00300143	Wootten, Laurie A.	I0058635	JUN 19	39000	314	5710	64991	26.80
78043341	07/18/2019	A00292392	Batra, Keshav	S0047654		11000		9526		250.00
78043342	07/18/2019	A00292786	Beas, Cari L.	S0047655		11000		9526		250.00
78043343	07/18/2019	A00292393	Buckner, Solomon	S0047656		11000		9526		250.00
78043344	07/18/2019	A00291807	Carrasco, Christopher J.	S0047657		11000		9526		250.00
78043345	07/18/2019	A00301221	Estelle, Alex	S0047658		11000		9526		250.00
78043346	07/18/2019	A00309965	Ewing, Weston M.	S0047659		11000		9526		150.00
78043347	07/18/2019	A00292728	Floyd, Sarah M.	S0047660		11000		9526		100.00
78043348	07/18/2019	A00292395	Gibbons, Trevor	S0047661		11000		9526		250.00
78043349	07/18/2019	A00282209	Green, Sarah D.	S0047662		11000		9526		598.00
78043350	07/18/2019	A00292397	Gundry, Zachariah	S0047663		11000		9526		250.00
78043351	07/18/2019	A00278571	Hassett, Shawna M.	S0047664		11000		9526		200.00

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78043352	07/18/2019	A00292396	Jackson, Aaron M.	S0047635		11000		9526		250.00
78043353	07/18/2019	A00270522	Parro, Dustin C.	S0047636		11000		9526		250.00
78043354	07/18/2019	A00292784	Parzyck, Michael D.	S0047637		11000		9526		250.00
78043355	07/18/2019	A00287763	Payne, Kyle C.	S0047638		11000		9526		250.00
78043356	07/18/2019	A00292758	Ramirez, Paulina	S0047639		11000		9526		245.00
78043357	07/18/2019	A00302190	Rodriguez-Cook, Allie M.	S0047640		11000		9526		250.00
78043358	07/18/2019	A00301231	Ruiz, Nicholas	S0047641		11000		9526		250.00
78043359	07/18/2019	A00292807	Russell, Gavin	S0047642		11000		9526		250.00
78043360	07/18/2019	A00292761	Sachs, Gabrielle	S0047643		11000		9526		250.00
78043361	07/18/2019	A00292809	Seaborne, Janet	S0047644		11000		9526		250.00
78043362	07/18/2019	A00292763	Searle, Katherine	S0047645		11000		9526		250.00
78043363	07/18/2019	A00292764	Serrano, Joseph	S0047646		11000		9526		250.00
78043364	07/18/2019	A00296419	Solomon, Felicia M.	S0047647		11000		9526		2,072.00
78043365	07/18/2019	A00054494	Swanson, Jennifer	S0047648		11000		9526		13,941.00
78043366	07/18/2019	A00292810	Torres, Danielle	S0047649		11000		9526		250.00
78043367	07/18/2019	A00294043	Vadnais, Victoria M.	S0047650		11000		9526		14,700.00
78043368	07/18/2019	A00292765	Vandenburg, Samantha	S0047651		11000		9526		250.00
78043369	07/18/2019	A00292951	Walker, Jonathan	S0047652		11000		9526		250.00
78043370	07/18/2019	A00292766	Whitten, Caleb	S0047653		11000		9526		250.00
78043371	07/25/2019	A00200017	A.P.I. Plumbing	I0058682	14065	11000	431	4312	65500	257.94
78043372	07/25/2019	A00292936	Albertson's LLC	I0058646	17769006	33429	310	4410	69200	74.98
78043373	07/25/2019	A00203579	Alcorn Aire, Inc.	I0058705	53861	11000	431	5641	65100	635.00
78043374	07/25/2019		Cancelled Check							
78043375	07/25/2019	A00200437	Anderson, Amber D.	I0058637	071119	11000	358	5510	62100	2,200.00
				I0058659	071619	11000	358	5510	62100	300.00
78043376	07/25/2019	A00200052	AP Architects	I0058639	11574	42350	000	5510	71003	9,778.75

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78043377	07/25/2019	A00202445AT&T Mobility	I0058654	061819	39000	314	5840	64991	200.39
78043378	07/25/2019	A00200063Austin's Pest Control, Inc.	I0058708	JUN. 19	11000	431	5860	65100	455.00
78043379	07/25/2019	A00292250Banks Pest Control	I0058685	715105	11000	431	5860	65100	165.00
78043380	07/25/2019	A00272600Beard Family Trust	I0058636	AUG 19	12560	223	5610	09565	3,500.00
78043381	07/25/2019	A00075823Binkley, Everett L.	I0058643	AUG 19	39000	314	5610	64991	1,746.00
78043382	07/25/2019	A00200105Brandco	I0058694	21782	11000	431	4320	65100	11.15
78043383	07/25/2019	A00200107Bright House Networks	I0058667	06378770	12560	223	5645	09565	309.93
78043384	07/25/2019	A00200109Brown & Reich Petroleum, Inc	I0058690	7352	11000	432	4316	67703	579.04
78043385	07/25/2019	A00200119C.A. Reding Company, Inc.	I0058700	518183	11000	207	5641	08351	122.64
78043386	07/25/2019	A00200181City of Taft	I0058653	080119	11000	431	5850	65700	6,352.23
					11000	431	5850	65500	129.64
78043387	07/25/2019	A00264649Convergint Technologies, LLC	I0058672	605SJ729	11008	431	6120	69609	2,119.68
78043388	07/25/2019	A00228756Country Auto & Truck Taft	I0058693	602160	11000	432	4310	67703	8.88
78043389	07/25/2019	A00200225Darling International (Fresn	I0058671	660:3236	32000	422	5850	69400	50.00
78043390	07/25/2019	A00202007Department of General Servic	I0058673	0311428	11008	431	5510	69609	186.59
			I0058674	0311427	11007	431	5510	65100	906.30
78043391	07/25/2019	A00265229DK&M Property	I0058641	AUG 19	39000	314	5610	64991	3,388.00
78043392	07/25/2019	A00200307Farmer Bros. Company	I0058670	69185892	32000	422	4410	69400	449.62
78043393	07/25/2019	A00293034Foster, Brittany A.	I0058701	78039168	11999	000	7412	73900	125.00
78043394	07/25/2019	A00283264Frontier California Inc.	I0058651	57340710	11000	431	5840	65700	44.49
78043395	07/25/2019	A00283264Frontier California Inc.	I0058652	57030707	11000	431	5840	65700	139.78
78043396	07/25/2019	A00307514Great River Learning	I0058644	5304339	31000	423	4110	69100	5,922.00
					31000	423	5940	69100	155.65
78043397	07/25/2019	A00203431Grimes, Jessica R.	I0058661	070819	12642	223	5710	68900	1,881.33
78043398	07/25/2019	A00200655Henry Schein, Inc.	I0058675	65304171	11008	301	6412	67701	1,490.48
78043399	07/25/2019	A00244581Independent Fire and Safety,	I0058698	3745	11000	431	5632	65100	2,362.50

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78043400	07/25/2019	A00200704	Karwoski, John	I0058655	JUL 19	42350	000	5510	71002	10,920.00
78043401	07/25/2019	A00200806	Kern Gardening Service	I0058647	29670	12560	223	5633	09565	200.00
				I0058648	29790	12560	223	5633	09565	200.00
78043402	07/25/2019	A00200722	Knight's Services, Inc.	I0058706	00000093	42350	000	5510	71002	394.38
78043403	07/25/2019	A00310807	Koerner, Rochelle	I0058679	100	12639	301	5510	64900	423.78
78043404	07/25/2019	A00292136	McCallum, James L.	I0058656	33418677	11999	000	7412	73900	420.00
78043405	07/25/2019	A00308756	Montgomery Hardware Co.	I0058683	722259	11008	431	6120	69609	10,341.44
78043406	07/25/2019	A00044001	Morris, Kelly A.	I0058678	100	12639	301	5510	64900	141.26
78043407	07/25/2019	A00309640	Murillo, Lilia	I0058680	301	12639	301	5510	64900	423.78
78043408	07/25/2019	A00288637	Otis Elevator Company	I0058696	SJB05744	11000	431	5641	65100	634.65
78043409	07/25/2019	A00309724	Padre Associates, Inc.	I0058684	2019-105	11007	431	6211	70990	1,125.00
78043410	07/25/2019	A00200522	Pepsi-Cola Company	I0058668	39718711	32000	422	4410	69400	830.37
78043411	07/25/2019	A00261201	Proforma Progressive Marketi	I0058658	BB710075	12000	303	4310	64300	408.01
						12000	303	4310	64300	193.34
78043412	07/25/2019	A00205819	Proquest LLC	I0058662	70570657	12477	203	5642	61200	5,868.80
78043413	07/25/2019	A00270674	Public Agency Law Group	I0058689	062319	42350	000	5430	71003	7,147.65
78043414	07/25/2019	A00231833	Ray A. Morgan Company Inc.	I0058664	2541679	11000	207	5641	49999	58.56
78043415	07/25/2019	A00292796	Safe 1 Credit Union	I0058645	43770513	31000	423	4115	69100	443.74
						31000	423	5940	69100	44.99
						31000	423	4321	69100	144.10
						31000	423	5910	69100	5.29
78043416	07/25/2019	A00285838	Sammy's Detail	I0058697	815	11000	432	5632	67703	255.00
				I0058699	796	11000	432	5632	67703	175.00
78043417	07/25/2019	A00202968	San Joaquin Chemicals, Inc.	I0058681	127668	11000	431	5641	65100	1,175.00
78043418	07/25/2019	A00200393	Sparkletts	I0058704	062719	11000	301	5810	64500	125.00
78043419	07/25/2019	A00200794	State Board of Equalization	I0058660	063019	11000	000	5915	00000	1,011.00

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					31000	423	5915	69100	51,594.00	
					32000	000	5915	00000	3,432.00	
78043420	07/25/2019	A00211077	Strata Information Group	I0058688	33120	12569	353	5510	64600	5,169.19
78043421	07/25/2019	A00024451	Sutherland, Tammy M.	I0058665	301	12639	301	5510	64900	423.78
78043422	07/25/2019	A00200423	Taft City School District	I0058695	19-160	11000	432	4312	67703	141.69
						11000	432	5632	67703	335.00
						11000	432	4316	67703	12.50
78043423	07/25/2019	A00200862	Taft College Bookstore	I0058676	8988	11000	302	4110	63100	1,297.61
78043424	07/25/2019	A00200862	Taft College Bookstore	I0058687	3448	11000	353	4310	64600	53.55
78043425	07/25/2019	A00200862	Taft College Bookstore	I0058703	9508	12427	210	5990	69200	1,258.94
78043426	07/25/2019	A00200282	True Value Home Center	I0058691	410504	11000	431	4310	65100	178.33
78043427	07/25/2019	A00200284	U.S. Foods	I0058669	4658562	32000	422	4410	69400	1,579.17
78043428	07/25/2019	A00243587	United Healthcare Insurance	I0058657	AUG 19	11000	412	3350	59100	23,064.72
78043429	07/25/2019	A00200309	United Refrigeration, Inc.	I0058692	68798119	11000	431	4312	65100	101.47
						11000	431	5940	65100	0.01
78043430	07/25/2019	A00200348	Ware, Thomas B.	I0058702	060419	11000	202	5940	60100	89.30
78043431	07/25/2019	A00271491	Watkins, Sherrie D.	I0058640	AUG 19	39000	314	5610	64991	1,310.00
78043432	07/25/2019	A00200354	Wells, Susan J.	I0058649	060819	39000	312	5710	64991	313.48
78043433	07/25/2019	A00200355	West Kern Water District	I0058638	051619	12560	223	5810	09565	165.70
78043434	07/25/2019	A00275443	WestAir Gases & Equipment In	I0058663	80259263	11000	352	4310	69610	24.20
78043435	07/25/2019	A00073955	White, Brian L.	I0058642	AUG 19	39000	314	5610	64991	1,400.00
78043436	07/25/2019	A00200388	Zee Medical Service Co.	I0058677	34-20677	11000	301	4310	64500	173.05

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BANK TOTAL

538,940.59

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		NUMBER	NAME	NUMBER	DATE				
ABAUER	07/08/2019	A00261201	Proforma Progressive Marketi	P0051648	07/01/2019	07/01/2019			\$13,004.18
						TOTAL USER			\$13,004.18
AOMEGA	07/02/2019	A00200498	Office Depot	P0051769	07/01/2019	07/01/2019			\$296.79
	07/11/2019	A00200498	Office Depot	P0051931	07/09/2019	07/09/2019			\$151.36
		A00258879	School Outfitters	P0051926	07/08/2019	07/08/2019			\$1,359.00
		A00200393	Sparkletts	P0051997	07/10/2019	07/10/2019			\$139.21
		A00200498	Office Depot	P0051996	07/10/2019	07/10/2019			\$64.81
	07/15/2019	A00200655	Henry Schein, Inc.	P0052033	03/29/2019	05/20/2019			\$11,994.00
	07/16/2019	A00200655	Henry Schein, Inc.	P0052035	07/15/2019	07/15/2019			\$12,863.57
				P0052037	07/15/2019	07/15/2019			\$750.00
	07/22/2019	A00200393	Sparkletts	P0052073	07/17/2019	07/17/2019			\$42.84
		A00102251	Adriano, Christi Lynn.	P0052075	07/17/2019	07/17/2019			\$922.66
						TOTAL USER			\$28,584.24
ASALAZAR	07/24/2019	A00200498	Office Depot	P0052120	07/23/2019	07/23/2019			\$328.06
						TOTAL USER			\$328.06
DDURAN	07/01/2019	A00200950	Furman, Tori J.	P0051697	07/01/2019	07/01/2019			\$51.62
	07/03/2019	A00243211	Quicksilver Software, Inc.	P0051663	07/01/2019	07/01/2019			\$1,250.00
		A00286934	GeoGebra GmbH	P0051702	07/01/2019	07/01/2019			\$438.00
	07/08/2019	A00259625	Lopez, Norberto	P0051858	07/08/2019	07/08/2019			\$525.60
		A00200348	Ware, Thomas B.	P0051873	07/08/2019	07/08/2019			\$89.30
	07/09/2019	A00200498	Office Depot	P0051941	07/09/2019	07/09/2019			\$26.26
		A00200393	Sparkletts	P0051932	07/09/2019	07/09/2019			\$1,000.00
		A00200502	Orange Belt Stages	P0051910	07/08/2019	07/08/2019			\$1,705.00
		A00200862	Taft College Bookstore	P0051930	07/09/2019	07/09/2019			\$1,258.94
	07/11/2019	A00200498	Office Depot	P0051940	07/09/2019	07/09/2019			\$106.53
	07/22/2019	A00200498	Office Depot	P0052065	07/17/2019	07/17/2019			\$124.23
		A00201575	Vohnout, Danielle E.	P0052101	07/22/2019	07/22/2019			\$17.64
		A00228501	Camacho, Valerie D.	P0051970	07/10/2019	07/10/2019			\$150.72
		A00247150	Andrade, Mirtha	P0051969	07/10/2019	07/10/2019			\$150.72
		A00277752	Jarrahan, Abbas	P0052079	07/17/2019	07/17/2019			\$120.00
		A00200498	Office Depot	P0052012	07/11/2019	07/11/2019			\$79.23
		A00205962	Cibrian, Tiana Isabel.	P0051971	07/10/2019	07/10/2019			\$200.96
		A00239676	Montero, Luz Elena.	P0051987	07/10/2019	07/10/2019			\$75.36
		A00286770	Crandall, Zoe Kelly.	P0051973	07/10/2019	07/10/2019			\$251.20
		A00294298	Jimenez, Judy Mildred Tammy.	P0051986	07/10/2019	07/10/2019			\$150.72
		A00304817	Perez, Marisol	P0051990	07/10/2019	07/10/2019			\$75.36
		A00067004	Furman, Cynthia A.	P0051981	07/10/2019	07/10/2019			\$80.82
		A00201884	Vestal, Jamie L.	P0051994	07/10/2019	07/10/2019			\$75.36

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		A00202052	Rivera, Jessica	P0051992	07/10/2019	07/10/2019				\$301.44
		A00202373	Phillips, Sheri F.	P0051991	07/10/2019	07/10/2019				\$175.84
		A00252958	Fowler, Breanne Lenee.	P0051976	07/10/2019	07/10/2019				\$226.08
		A00284038	Davis, Susan Dawn.	P0051975	07/10/2019	07/10/2019				\$401.92
		A00289796	Sparling, Alexis Ann.	P0051993	07/10/2019	07/10/2019				\$452.16
		A00299633	Gall, Amelia Shawn.	P0051983	07/10/2019	07/10/2019				\$301.44
		A00292879	Cruz, Michelle	P0051974	07/10/2019	07/10/2019				\$75.36
		A00200673	IBM	P0052072	07/17/2019	07/17/2019				\$12,065.90
		A00222771	Academic Senate for Communit	P0052105	07/22/2019	07/22/2019				\$1,414.49
	07/23/2019	A00200656	Jacobi, Victoria J.	P0052111	07/23/2019	07/23/2019				\$1,720.90
	07/24/2019	A00307058	Minor, Leslie B.	P0052138	07/24/2019	07/24/2019				\$1,282.53
	07/25/2019	A00200323	Flinn Scientific, Inc.	P0052144	07/25/2019	07/25/2019				\$5,000.00
		A00202272	VWR International	P0052143	07/25/2019	07/25/2019				\$5,000.00

							TOTAL USER			\$36,421.63
DHICKS	07/03/2019	A00200040	American Business Machines	P0051774	07/01/2019	07/01/2019				\$980.25
	07/09/2019	A00200119	C.A. Reding Company, Inc.	P0051897	07/08/2019	07/08/2019				\$9,169.13
	07/11/2019	A00285810	National Emergency Number As	P0051778	07/01/2019	07/01/2019				\$255.00
		A00200139	Card Integrators	P0051909	07/08/2019	07/08/2019				\$2,384.00
		A00200161	CDW-G	P0051907	07/08/2019	07/08/2019				\$4,212.00
		A00200393	Sparkletts	P0051920	07/08/2019	07/08/2019				\$1,700.00
		A00200862	Taft College Bookstore	P0051904	07/08/2019	07/08/2019				\$13.51
		A00200995	Educause	P0051903	07/08/2019	07/08/2019				\$77.00
		A00237176	SSD Systems	P0051905	07/08/2019	07/08/2019				\$2,930.00
		A00264649	Convergint Technologies, LLC	P0051914	07/08/2019	07/08/2019				\$480.00
		A00284647	CCS Disaster Recovery Servic	P0051908	07/08/2019	07/08/2019				\$3,420.00
		A00288646	Amazon Web Services, Inc.	P0051900	07/08/2019	07/08/2019				\$640.44
				P0051919	07/08/2019	07/08/2019				\$7,725.00
		A00200338	Verizon Wireless	P0051922	07/08/2019	07/08/2019				\$1,500.00
		A00200393	Sparkletts	P0051942	07/09/2019	07/09/2019				\$93.53
		A00200400	Stinson's	P0051923	07/08/2019	07/08/2019				\$691.95
		A00211077	Strata Information Group	P0051951	07/09/2019	07/09/2019				\$127.50
	07/15/2019	A00200161	CDW-G	P0052021	07/11/2019	07/11/2019				\$207.35
	07/22/2019	A00200200	Computerland of Silicon Vall	P0052092	07/18/2019	07/18/2019				\$70.00
		A00200161	CDW-G	P0052008	07/11/2019	07/11/2019				\$180.09
		A00223048	AMS.NET	P0052040	07/15/2019	07/15/2019				\$17,403.65
		A00259088	GT Software Inc.	P0052038	07/15/2019	07/15/2019				\$2,376.00
		A00260774	ITsavvy LLC	P0052039	07/15/2019	07/15/2019				\$10,830.65
		A00200134	Canon Financial Services, In	P0052085	07/17/2019	07/17/2019				\$15,617.14
		A00237176	SSD Systems	P0052077	07/17/2019	07/17/2019				\$250.00
		A00302122	TeamViewer BmbH	P0052076	07/17/2019	07/17/2019				\$294.00
	07/23/2019	A00200134	Canon Financial Services, In	P0052114	07/23/2019	07/23/2019				\$251.12

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
	07/25/2019	A00200053	Apple Computer Inc.	P0052158	07/25/2019	07/25/2019			\$1,183.68
	07/29/2019	A00200053	Apple Computer Inc.	P0052187	07/29/2019	07/29/2019			\$1,313.05
	07/30/2019	A00200134	Canon Financial Services, In	P0052207	07/30/2019	07/30/2019			\$980.25

						TOTAL USER			\$87,356.29
DRIOS	07/01/2019	A00200354	Wells, Susan J.	P0051750	07/01/2019	07/01/2019			\$476.04
	07/02/2019	A00082776	Carty, Ramona M.	P0051732	07/01/2019	07/01/2019			\$20.24
		A00087736	Davis, Jeanette M.	P0051734	07/01/2019	07/01/2019			\$46.00
		A00200063	Austin's Pest Control, Inc.	P0051733	07/01/2019	07/01/2019			\$100.00
		A00200109	Brown & Reich Petroleum, Inc	P0051735	07/01/2019	07/01/2019			\$344.85
		A00200354	Wells, Susan J.	P0051736	07/01/2019	07/01/2019			\$68.10
		A00200505	OT Cookhouse & Saloon	P0051662	06/26/2019	07/01/2019			\$5,000.00
		A00300143	Wootten, Laurie A.	P0051721	06/28/2019	07/01/2019			\$27.28
				P0051737	07/01/2019	07/01/2019			\$21.46
		A00099735	Burch, Kelsey	P0051738	07/01/2019	07/01/2019			\$35.96
				P0051744	07/01/2019	07/01/2019			\$100.00
		A00200354	Wells, Susan J.	P0051740	07/01/2019	07/01/2019			\$500.00
				P0051748	07/01/2019	07/01/2019			\$333.48
				P0051749	07/01/2019	07/01/2019			\$378.65
		A00201172	Waugh, Victoria A.	P0051742	07/01/2019	07/01/2019			\$100.00
		A00075823	Binkley, Everett L.	P0051823	07/02/2019	07/02/2019			\$19,206.00
		A00200017	A.P.I. Plumbing	P0051812	07/02/2019	07/02/2019			\$400.00
		A00200063	Austin's Pest Control, Inc.	P0051822	07/02/2019	07/02/2019			\$1,200.00
		A00200109	Brown & Reich Petroleum, Inc	P0051824	07/02/2019	07/02/2019			\$7,000.00
		A00200181	City of Taft	P0051825	07/02/2019	07/02/2019			\$3,000.00
		A00200498	Office Depot	P0051829	07/02/2019	07/02/2019			\$2,500.00
		A00200680	J & L Locksmithing	P0051828	07/02/2019	07/02/2019			\$200.00
		A00202445	AT&T Mobility	P0051821	07/02/2019	07/02/2019			\$3,500.00
		A00244581	Independent Fire and Safety,	P0051827	07/02/2019	07/02/2019			\$2,000.00
		A00265229	DK&M Property	P0051826	07/02/2019	07/02/2019			\$37,268.00
		A00292936	Albertson's LLC	P0051814	07/02/2019	07/02/2019			\$2,500.00
		A00073955	White, Brian L.	P0051836	07/02/2019	07/02/2019			\$15,400.00
		A00200282	True Value Home Center	P0051831	07/02/2019	07/02/2019			\$3,500.00
		A00200862	Taft College Bookstore	P0051830	07/02/2019	07/02/2019			\$800.00
		A00201081	Westside Waste Management Co	P0051835	07/02/2019	07/02/2019			\$600.00
		A00271491	Watkins, Sherrie D.	P0051834	07/02/2019	07/02/2019			\$14,410.00
	07/11/2019	A00200505	OT Cookhouse & Saloon	P0051867	07/08/2019	07/08/2019			\$5,000.00
		A00300143	Wootten, Laurie A.	P0051870	07/08/2019	07/08/2019			\$27.28
		A00087736	Davis, Jeanette M.	P0051913	07/08/2019	07/08/2019			\$100.00
		A00100707	Weatherman, Heather E.	P0051911	07/08/2019	07/08/2019			\$100.00
		A00200374	Patterson, Paula R.	P0051915	07/08/2019	07/08/2019			\$100.00
		A00200476	Schryver, Lee R.	P0051918	07/08/2019	07/08/2019			\$100.00

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		A00201586	Dodson, John	P0051916	07/08/2019	07/08/2019				\$100.00
		A00297328	Jenkins, Nicole Evelyn.	P0051921	07/08/2019	07/08/2019				\$50.00
		A00050381	Powell, Cindi Lou.	P0051924	07/08/2019	07/08/2019				\$100.00
		A00200354	Wells, Susan J.	P0051937	07/09/2019	07/09/2019				\$476.04
		A00201272	Owens, Patricia A.	P0051929	07/08/2019	07/08/2019				\$100.00
		A00206044	Owens, Warren Roscoe.	P0051928	07/08/2019	07/08/2019				\$100.00
		A00242395	Salazar, Jessica	P0051936	07/09/2019	07/09/2019				\$100.00
		A00243171	Lewis, Donna Gay.	P0051934	07/09/2019	07/09/2019				\$100.00
		A00283101	Dumont Printing, Inc.	P0051933	07/09/2019	07/09/2019				\$124.87
		A00300405	Markovits, Aaron	P0051925	07/08/2019	07/08/2019				\$50.00
		A00082776	Carty, Ramona M.	P0051948	07/09/2019	07/09/2019				\$100.00
		A00200181	City of Taft	P0051961	07/10/2019	07/10/2019				\$3,000.00
	07/22/2019	A00203038	Garcia, Eloisa	P0052026	07/15/2019	07/15/2019				\$100.00
		A00246612	Mora, Karina	P0052027	07/15/2019	07/15/2019				\$100.00
		A00055076	Rios, Debra	P0052022	07/15/2019	07/15/2019				\$50.00
		A00200840	Ambrose, Brooke L.	P0052023	07/15/2019	07/15/2019				\$50.00
		A00200990	Reich, Tristina R.	P0052024	07/15/2019	07/15/2019				\$50.00
		A00300143	Wootten, Laurie A.	P0052025	07/15/2019	07/15/2019				\$100.00
		A00200508	P. G. & E.	P0052058	07/16/2019	07/16/2019				\$24.15
		A00203145	Ramirez, Perla	P0052083	07/17/2019	07/17/2019				\$50.00
		A00267401	Hernandez, Stephanie	P0052082	07/17/2019	07/17/2019				\$100.00
		A00311472	HIRE Committee of Kern Count	P0052080	07/17/2019	07/17/2019				\$105.00
	07/23/2019	A00302302	Clean Stride	P0052093	07/18/2019	07/18/2019				\$3,591.00
	07/25/2019	A00200680	J & L Locksmithing	P0052103	07/22/2019	07/22/2019				\$250.00
		A00200107	Bright House Networks	P0052095	07/22/2019	07/22/2019				\$70.97
				P0052097	07/22/2019	07/22/2019				\$70.97

							TOTAL USER			\$135,576.34
DVOHNOUT	07/01/2019	A00201782	Rodenhauser, Debora A.	P0051725	07/01/2019	07/01/2019				\$80.44
	07/29/2019	A00200487	Sierra School Equipment Co.	P0052181	07/29/2019	07/29/2019				\$2,251.55

							TOTAL USER			\$2,331.99
GDUNHAM	07/08/2019	A00200284	U.S. Foods	P0051857	07/08/2019	07/08/2019				\$1,579.17
		A00200307	Farmer Bros. Company	P0051859	07/08/2019	07/08/2019				\$449.62
		A00200522	Pepsi-Cola Company	P0051856	07/08/2019	07/08/2019				\$830.37
		A00200225	Darling International (Fresn	P0051860	07/08/2019	07/08/2019				\$50.00
		A00200417	Sysco Food Service of Ventur	P0051861	07/08/2019	07/08/2019				\$5,704.97
	07/16/2019	A00200522	Pepsi-Cola Company	P0052046	07/16/2019	07/16/2019				\$410.77
	07/18/2019	A00200284	U.S. Foods	P0052068	07/17/2019	07/17/2019				\$994.52
		A00200307	Farmer Bros. Company	P0052069	07/17/2019	07/17/2019				\$81.53
		A00200417	Sysco Food Service of Ventur	P0052074	07/17/2019	07/17/2019				\$4,110.09
	07/24/2019	A00244581	Independent Fire and Safety,	P0052126	07/24/2019	07/24/2019				\$455.00

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		NUMBER	NAME	NUMBER	DATE				
	07/29/2019	A00209980	County of Kern	P0052169	07/29/2019	07/29/2019			\$771.00

						TOTAL USER			\$15,437.04
HCASH	07/08/2019	A00072599	Bledsoe, Adam Wesley.	P0051880	07/03/2019	07/09/2019			\$1,382.05
	07/22/2019	A00200498	Office Depot	P0052030	07/15/2019	07/29/2019			\$621.29
				P0052031	07/15/2019	07/29/2019			\$122.17
		A00200198	Community College League of	P0051947	07/09/2019	07/09/2019			\$9,022.65

						TOTAL USER			\$11,148.16
JEDMAISTON	07/09/2019	A00200167	Central Valley Conference	P0051761	07/01/2019	07/01/2019			\$300.00
		A00200219	CSMI	P0051759	07/01/2019	07/01/2019			\$250.00
		A00200498	Office Depot	P0051797	07/02/2019	07/02/2019			\$386.06
		A00200862	Taft College Bookstore	P0051764	07/01/2019	07/01/2019			\$22.94
		A00275443	WestAir Gases & Equipment In	P0051753	07/01/2019	07/01/2019			\$24.64
	07/17/2019	A00200167	Central Valley Conference	P0052063	07/17/2019	07/17/2019			\$7,000.00
				P0052064	07/17/2019	07/17/2019			\$4,998.00
	07/22/2019	A00200119	C.A. Reding Company, Inc.	P0051958	07/10/2019	07/10/2019			\$122.64
		A00231833	Ray A. Morgan Company Inc.	P0051959	07/10/2019	07/10/2019			\$58.56
	07/23/2019	A00200655	Henry Schein, Inc.	P0052124	07/23/2019	07/23/2019			\$3,882.44
		A00275443	WestAir Gases & Equipment In	P0051960	07/10/2019	07/10/2019			\$24.20
	07/25/2019	A00311532	Sway Medical	P0052149	07/25/2019	07/25/2019			\$650.00

						TOTAL USER			\$17,719.48
JGARRETT	07/10/2019	A00200029	ACT Asset Program	P0051656	07/01/2019	07/01/2019			\$32.00
		A00200279	Educational Testing Service	P0051661	07/01/2019	07/01/2019			\$975.00
		A00200393	Sparkletts	P0051657	07/01/2019	07/01/2019			\$72.05
		A00200595	NCS Pearson	P0051654	07/01/2019	07/01/2019			\$724.37
		A00200279	Educational Testing Service	P0051655	07/01/2019	07/01/2019			\$1,695.00
	07/23/2019	A00200498	Office Depot	P0051999	07/11/2019	07/11/2019			\$134.05
	07/29/2019	A00200498	Office Depot	P0052096	07/22/2019	07/22/2019			\$90.14
				P0052178	07/29/2019	07/29/2019			\$70.64
	07/30/2019	A00200279	Educational Testing Service	P0052167	07/30/2019	07/30/2019			\$905.00
		A00200393	Sparkletts	P0052209	07/30/2019	07/30/2019			\$36.58

						TOTAL USER			\$4,734.83
JMADDING	07/01/2019	A00255644	U.S. Bank Equipment Finance	P0051723	07/01/2019	07/01/2019			\$444.02
		A00282661	Madding, Justin	P0051696	07/01/2019	07/01/2019			\$92.56
		A00200308	Federal Express Corporation	P0051703	06/27/2019	07/01/2019			\$97.83
	07/03/2019	A00200043	American Express	P0051789	07/02/2019	07/02/2019			\$4,063.56
		A00306660	Advanced Data Storage, Inc.	P0051784	07/02/2019	07/02/2019			\$1,575.00
	07/08/2019	A00200431	Taft Plumbing Co., Inc.	P0051700	07/01/2019	07/01/2019			\$19,475.00
		A00225369	Control Fire Protection, Inc	P0051701	07/01/2019	07/01/2019			\$600.00

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		A00264649	Convergint Technologies, LLC	P0051704	07/01/2019	07/01/2019	\$8,478.73			
		A00202007	Department of General Servic	P0051785	07/02/2019	07/02/2019	\$186.59			
				P0051786	07/02/2019	07/02/2019	\$906.30			
		A00270674	Public Agency Law Group	P0051767	07/01/2019	07/01/2019	\$7,147.65			
		A00282661	Madding, Justin	P0051844	07/03/2019	07/03/2019	\$1,200.00			
		A00283264	Frontier California Inc.	P0051795	07/02/2019	07/02/2019	\$776.11			
				P0051794	07/02/2019	07/02/2019	\$1,010.98			
		A00289579	BTS Bioengineering Corp	P0051652	07/01/2019	07/01/2019	\$6,500.00			
		A00200559	McMurray, Robert B.	P0051855	07/08/2019	07/08/2019	\$279.40			
		A00279084	Watts, Cliff Holloway.	P0051845	07/03/2019	07/03/2019	\$218.00			
		A00290343	Bauer, Amanda M.	P0051846	07/03/2019	07/03/2019	\$200.00			
		A00200396	Spurr	P0051699	07/01/2019	07/01/2019	\$2,189.06			
		A00261201	Proforma Progressive Marketi	P0051741	07/01/2019	07/01/2019	\$1,622.08			
	07/09/2019	A00200508	P. G. & E.	P0051882	07/08/2019	07/08/2019	\$24,328.37			
		A00200308	Federal Express Corporation	P0051891	07/08/2019	07/08/2019	\$46.37			
	07/10/2019	A00224086	inContact, Inc.	P0051943	07/09/2019	07/09/2019	\$1,720.80			
	07/11/2019	A00200308	Federal Express Corporation	P0051783	07/02/2019	07/02/2019	\$97.83			
	07/15/2019	A00293034	Foster, Brittany Alyn.	P0051978	07/10/2019	07/10/2019	\$125.00			
	07/16/2019	A00200293	United Parcel Service	P0051977	07/10/2019	07/10/2019	\$10,750.00			
		A00200430	Taft Plaza, LLC	P0051967	07/10/2019	07/10/2019	\$11,442.00			
		A00224086	inContact, Inc.	P0051963	07/10/2019	07/10/2019	\$20,000.00			
		A00283264	Frontier California Inc.	P0051979	07/10/2019	07/10/2019	\$9,000.00			
				P0051980	07/10/2019	07/10/2019	\$10,500.00			
				P0051982	07/10/2019	07/10/2019	\$600.00			
				P0051984	07/10/2019	07/10/2019	\$1,665.00			
		A00200052	AP Architects	P0052000	07/11/2019	07/11/2019	\$9,778.75			
		A00200293	United Parcel Service	P0051998	07/11/2019	07/11/2019	\$1,110.64			
		A00200457	Rotary Club of Taft	P0052045	07/16/2019	07/16/2019	\$1,200.00			
		A00259525	Ocampo, Ricci Lynae.	P0052029	07/15/2019	07/15/2019	\$598.00			
	07/22/2019	A00200181	City of Taft	P0051962	07/10/2019	07/10/2019	\$40,350.00			
		A00200355	West Kern Water District	P0051985	07/10/2019	07/10/2019	\$27,700.00			
		A00200360	Westec	P0051988	07/10/2019	07/10/2019	\$1,075,725.00			
		A00200508	P. G. & E.	P0051989	07/10/2019	07/10/2019	\$528,000.00			
		A00200704	Karwoski, John	P0051964	07/10/2019	07/10/2019	\$65,520.00			
	07/23/2019	A00200396	Spurr	P0051965	07/10/2019	07/10/2019	\$35,500.00			
	07/24/2019	A00200112	BSK & Associates, Inc.	P0052090	07/18/2019	07/18/2019	\$404.00			
				P0052112	07/23/2019	07/23/2019	\$687.50			
		A00200396	Spurr	P0052119	07/23/2019	07/23/2019	\$2,232.48			
	07/29/2019	A00200355	West Kern Water District	P0052089	07/18/2019	07/18/2019	\$349.02			
				P0052118	07/23/2019	07/23/2019	\$239.22			
		A00200508	P. G. & E.	P0052115	07/23/2019	07/23/2019	\$25,048.78			
		A00200308	Federal Express Corporation	P0052099	07/22/2019	07/22/2019	\$72.22			

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							TOTAL USER			\$1,961,853.85
JROTHGEB	07/01/2019	A00200064	B & B Surplus	P0051730	07/01/2019	07/01/2019				\$965.25
	07/02/2019	A00280086	Rothgeb, Julie J.	P0051818	07/02/2019	07/02/2019				\$626.40
				P0051768	07/01/2019	07/01/2019				\$42.31
		A00285838	Sammy's Detail	P0051766	07/01/2019	07/01/2019				\$80.00
	07/03/2019	A00203431	Grimes, Jessica R.	P0051770	07/01/2019	07/01/2019				\$1,889.90
		A00275443	WestAir Gases & Equipment In	P0051731	07/01/2019	07/01/2019				\$1,222.79
	07/08/2019	A00200107	Bright House Networks	P0051816	07/02/2019	07/02/2019				\$4,000.00
		A00200181	City of Taft	P0051801	07/02/2019	07/02/2019				\$53.99
		A00200355	West Kern Water District	P0051780	07/01/2019	07/01/2019				\$165.70
		A00275443	WestAir Gases & Equipment In	P0051777	07/01/2019	07/01/2019				\$502.04
		A00200806	Kern Gardening Service	P0051775	07/01/2019	07/01/2019				\$200.00
				P0051776	07/01/2019	07/01/2019				\$200.00
		A00200393	Sparkletts	P0051779	07/01/2019	07/01/2019				\$81.48
		A00200063	Austin's Pest Control, Inc.	P0051815	07/02/2019	07/02/2019				\$660.00
		A00275443	WestAir Gases & Equipment In	P0051809	07/02/2019	07/02/2019				\$486.20
		A00200508	P. G. & E.	P0051817	07/02/2019	07/02/2019				\$5,500.00
		A00277845	Double D Cleaning Service	P0051820	07/02/2019	07/02/2019				\$240.00
	07/09/2019	A00231833	Ray A. Morgan Company Inc.	P0051927	07/08/2019	07/08/2019				\$156.01
		A00272600	Beard Family Trust	P0051813	07/02/2019	07/02/2019				\$14,000.00
	07/15/2019	A00200107	Bright House Networks	P0051898	07/08/2019	07/08/2019				\$309.93
	07/22/2019	A00200806	Kern Gardening Service	P0052005	07/11/2019	07/11/2019				\$200.00
		A00200355	West Kern Water District	P0052004	07/11/2019	07/11/2019				\$97.70
	07/24/2019	A00200063	Austin's Pest Control, Inc.	P0052036	07/15/2019	07/15/2019				\$55.00
		A00200181	City of Taft	P0052061	07/16/2019	07/16/2019				\$300.00
		A00200393	Sparkletts	P0052006	07/11/2019	07/11/2019				\$16.55
	07/25/2019	A00200393	Sparkletts	P0052062	07/16/2019	07/16/2019				\$1,400.00
							TOTAL USER			\$33,451.25
KEHELMS	07/01/2019	A00237176	SSD Systems	P0051757	07/01/2019	07/01/2019				\$1,100.00
	07/08/2019	A00200393	Sparkletts	P0051756	07/01/2019	07/01/2019				\$740.00
		A00200508	P. G. & E.	P0051754	07/01/2019	07/01/2019				\$9,100.00
		A00237176	SSD Systems	P0051760	07/01/2019	07/01/2019				\$1,100.00
		A00200107	Bright House Networks	P0051763	07/01/2019	07/01/2019				\$1,500.00
		A00283264	Frontier California Inc.	P0051758	07/01/2019	07/01/2019				\$600.00
		A00275443	WestAir Gases & Equipment In	P0051869	07/08/2019	07/08/2019				\$94.40
	07/16/2019	A00292796	Safe 1 Credit Union	P0051872	07/08/2019	07/08/2019				\$638.12
		A00307514	Great River Learning	P0052015	07/11/2019	07/11/2019				\$6,077.65
		A00258703	College House	P0052053	07/16/2019	07/16/2019				\$3,365.95
		A00304876	Ingram Book Group LLC	P0052050	07/16/2019	07/16/2019				\$841.40
	07/22/2019	A00200298	Elsevier Health Science	P0052094	07/21/2019	07/21/2019				\$991.48

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		A00271503	Wolters Kluwer Health	P0052100	07/22/2019	07/22/2019				\$3,328.66
		A00200425	Taft College	P0052032	07/15/2019	07/15/2019				\$60,000.00
		A00200518	Pearson Education	P0052098	07/22/2019	07/22/2019				\$46,243.07
	07/23/2019	A00258703	College House	P0052104	07/22/2019	07/22/2019				\$1,618.67
	07/29/2019	A00200498	Office Depot	P0052135	07/24/2019	07/24/2019				\$241.88
		A00200518	Pearson Education	P0052134	07/24/2019	07/24/2019				\$1,321.79
		A00200693	John Wiley & Sons, Inc.	P0052136	07/24/2019	07/24/2019				\$701.45
		A00227772	MBS Textbook Exchange, Inc.	P0052132	07/24/2019	07/24/2019				\$5,010.52
				P0052133	07/24/2019	07/24/2019				\$4,419.19
		A00287925	Barron's Educational Series,	P0052131	07/24/2019	07/24/2019				\$277.10
		A00304224	Itasca Books	P0052137	07/24/2019	07/24/2019				\$2,347.87
	07/30/2019	A00200042	American Dental Association	P0052191	07/30/2019	07/30/2019				\$646.50
		A00200181	City of Taft	P0052201	07/30/2019	07/30/2019				\$675.00
		A00200428	Taft District Chamber of Com	P0052202	07/30/2019	07/30/2019				\$165.00
		A00200498	Office Depot	P0052203	07/30/2019	07/30/2019				\$441.60
		A00200521	Pens Etc.	P0052197	07/30/2019	07/30/2019				\$2,092.31
		A00200639	Hachette Book Group USA	P0052189	07/30/2019	07/30/2019				\$355.81
		A00227772	MBS Textbook Exchange, Inc.	P0052204	07/30/2019	07/30/2019				\$776.64
		A00258703	College House	P0052195	07/30/2019	07/30/2019				\$3,383.90
		A00279103	Yabla, Inc.	P0052200	07/30/2019	07/30/2019				\$6,092.15
		A00304876	Ingram Book Group LLC	P0052188	07/30/2019	07/30/2019				\$601.60

							TOTAL USER			\$166,889.71
KHELMS	07/02/2019	A00256341	Terminix	P0051790	07/02/2019	07/02/2019				\$435.00
	07/08/2019	A00200282	True Value Home Center	P0051793	07/02/2019	07/02/2019				\$18.75
	07/11/2019	A00244581	Independent Fire and Safety,	P0051791	07/02/2019	07/02/2019				\$472.50
				P0051833	07/02/2019	07/02/2019				\$112.00
		A00200080	Barajas, Alma R.	P0051799	07/02/2019	07/02/2019				\$40.60
		A00200284	U.S. Foods	P0051796	07/02/2019	07/02/2019				\$2,449.38
		A00200417	Sysco Food Service of Ventur	P0051798	07/02/2019	07/02/2019				\$1,792.95
		A00292936	Albertson's LLC	P0051792	07/02/2019	07/02/2019				\$93.19
	07/22/2019	A00200282	True Value Home Center	P0052052	07/16/2019	07/16/2019				\$15.64
		A00200284	U.S. Foods	P0052048	07/16/2019	07/16/2019				\$61,500.00
		A00200355	West Kern Water District	P0052051	07/16/2019	07/16/2019				\$2,000.00
		A00200417	Sysco Food Service of Ventur	P0052047	07/16/2019	07/16/2019				\$75,500.00
		A00200498	Office Depot	P0052054	07/16/2019	07/16/2019				\$142.30
		A00237176	SSD Systems	P0052056	07/16/2019	07/16/2019				\$78.75
		A00292936	Albertson's LLC	P0052049	07/16/2019	07/16/2019				\$4,000.00
	07/25/2019	A00201051	Central Sanitary Supply	P0052055	07/16/2019	07/16/2019				\$437.39
		A00256341	Terminix	P0052057	07/16/2019	07/16/2019				\$435.00
				P0052071	07/17/2019	07/17/2019				\$5,220.00
	07/30/2019	A00201051	Central Sanitary Supply	P0052196	07/30/2019	07/30/2019				\$1,360.59

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							TOTAL USER			\$156,104.04
MBLANCO	07/03/2019	A00302532	Martinez, Windy	P0051691	07/01/2019	07/01/2019				\$1,079.92
		A00005711	Heber, Emily Louise.	P0051709	07/01/2019	07/01/2019				\$1,736.46
		A00057406	Lopez, Michelle D.	P0051710	07/01/2019	07/01/2019				\$1,815.88
		A00024451	Sutherland, Tammy M.	P0051715	07/01/2019	07/01/2019				\$1,812.04
		A00078719	Popejoy, Debra L.	P0051714	07/01/2019	07/01/2019				\$1,646.16
		A00045424	Hamblin, Sarah L.	P0051708	07/01/2019	07/01/2019				\$1,646.16
		A00309637	Fitzsimmons, Mark	P0051707	07/01/2019	07/01/2019				\$1,622.05
		A00309640	Murillo, Lilia	P0051711	07/01/2019	07/01/2019				\$1,643.74
		A00309641	Pendergrass, Angela	P0051713	07/01/2019	07/01/2019				\$1,790.88
		A00309646	Finn, Mary Alice	P0051706	07/01/2019	07/01/2019				\$1,804.11
		A00309647	Alvarez, Maria	P0051705	07/01/2019	07/01/2019				\$1,649.26
	07/08/2019	A00309422	QSR International Americas I	P0051716	07/01/2019	07/01/2019				\$11,849.00
		A00024451	Sutherland, Tammy M.	P0051883	07/08/2019	07/08/2019				\$423.78
		A00044001	Morris, Kelly A.	P0051806	07/02/2019	07/02/2019				\$141.26
		A00200388	Zee Medical Service Co.	P0051717	07/01/2019	07/01/2019				\$173.05
		A00200437	Anderson, Amber Denise.	P0051782	07/01/2019	07/01/2019				\$10,000.00
		A00200471	SARS Software Products, Inc.	P0051719	07/01/2019	07/01/2019				\$5,000.00
		A00200862	Taft College Bookstore	P0051802	07/02/2019	07/02/2019				\$1,297.61
		A00200985	Rangel-Escobedo, Juana R.	P0051718	07/01/2019	07/01/2019				\$165.66
		A00201036	Russell, Harold	P0051694	07/01/2019	07/01/2019				\$177.41
		A00306586	CSSO Association, Inc.	P0051808	07/02/2019	07/02/2019				\$300.00
		A00309640	Murillo, Lilia	P0051884	07/08/2019	07/08/2019				\$423.78
		A00310807	Koerner, Rochelle	P0051807	07/02/2019	07/02/2019				\$423.78
	07/09/2019	A00200076	Bandy, Ingrun K.	P0051676	07/01/2019	07/01/2019				\$192.00
				P0051685	07/01/2019	07/01/2019				\$290.00
				P0051693	07/01/2019	07/01/2019				\$120.00
		A00200315	Ferguson, Bruce E.	P0051843	07/03/2019	07/03/2019				\$1,042.18
		A00200712	Kern County Supt. of Schools	P0051842	07/03/2019	07/03/2019				\$2,500.00
		A00200655	Henry Schein, Inc.	P0051866	07/08/2019	07/08/2019				\$1,490.48
	07/10/2019	A00200393	Sparkletts	P0051950	07/09/2019	07/09/2019				\$125.00
				P0051949	07/09/2019	07/09/2019				\$1,700.00
		A00302722	Time Warner Cable	P0051954	07/09/2019	07/09/2019				\$12,500.00
				P0051956	07/09/2019	07/09/2019				\$20,400.00
	07/11/2019	A00200407	Student Insurance	P0051720	07/01/2019	07/01/2019				\$54,863.00
	07/15/2019	A00200161	CDW-G	P0051917	07/08/2019	07/08/2019				\$103.34
	07/16/2019	A00297767	Cintas Corporation	P0052009	07/11/2019	07/11/2019				\$2,522.00
	07/23/2019	A00200627	Gonzalez, Lourdes	P0052109	07/22/2019	07/22/2019				\$946.67
		A00200996	CCCEOPSA	P0052110	07/22/2019	07/22/2019				\$620.00
		A00200338	Verizon Wireless	P0052078	07/17/2019	07/17/2019				\$2,700.00

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							TOTAL USER			\$150,736.66
MSANCHEZ	07/08/2019	A00241620	Sanchez, Morgan Elaine.	P0051765	07/01/2019	07/01/2019	07/01/2019			\$137.05
		A00261201	Proforma Progressive Marketi	P0051712	07/01/2019	07/01/2019	07/01/2019			\$601.35
		A00265948	Satouf, Alaa Dewa.	P0051743	07/01/2019	07/01/2019	07/01/2019			\$85.00
		A00272268	Woodall, Natalie Elise.	P0051751	07/01/2019	07/01/2019	07/01/2019			\$30.00
	07/23/2019	A00200498	Office Depot	P0052059	07/16/2019	06/30/2020	06/30/2020			\$3,350.00
							TOTAL USER			\$4,203.40
MTOFTE	07/08/2019	A00205819	Proquest LLC	P0051788	07/02/2019	07/02/2019	07/02/2019			\$5,868.80
		A00202804	Gale	P0051787	07/02/2019	07/02/2019	07/02/2019			\$299.32
							TOTAL USER			\$6,168.12
MWHITE	07/08/2019	A00200282	True Value Home Center	P0051666	07/01/2019	07/01/2019	07/01/2019			\$312.53
		A00202968	San Joaquin Chemicals, Inc.	P0051669	07/01/2019	07/01/2019	07/01/2019			\$1,175.00
		A00308756	Montgomery Hardware Co.	P0051667	07/01/2019	07/01/2019	07/01/2019			\$10,341.44
		A00309724	Padre Associates, Inc.	P0051668	07/01/2019	07/01/2019	07/01/2019			\$1,125.00
		A00200017	A.P.I. Plumbing	P0051672	07/01/2019	07/01/2019	07/01/2019			\$257.94
		A00200063	Austin's Pest Control, Inc.	P0051689	07/01/2019	07/01/2019	07/01/2019			\$455.00
		A00200105	Brandco	P0051670	07/01/2019	07/01/2019	07/01/2019			\$11.15
		A00200109	Brown & Reich Petroleum, Inc	P0051688	07/01/2019	07/01/2019	07/01/2019			\$579.04
		A00200423	Taft City School District	P0051684	07/01/2019	07/01/2019	07/01/2019			\$489.19
		A00200722	Knight's Services, Inc.	P0051695	07/01/2019	07/01/2019	07/01/2019			\$394.38
		A00201122	Home Depot Credit Services	P0051698	07/01/2019	07/01/2019	07/01/2019			\$315.83
		A00202440	Ron's Mobile Home Service In	P0051677	07/01/2019	07/01/2019	07/01/2019			\$1,500.00
		A00244581	Independent Fire and Safety,	P0051678	07/01/2019	07/01/2019	07/01/2019			\$2,474.50
		A00285838	Sammy's Detail	P0051674	07/01/2019	07/01/2019	07/01/2019			\$175.00
		A00288637	Otis Elevator Company	P0051683	07/01/2019	07/01/2019	07/01/2019			\$634.65
		A00292250	Banks Pest Control	P0051673	07/01/2019	07/01/2019	07/01/2019			\$165.00
		A00308504	Wright Express FSC	P0051681	07/01/2019	07/01/2019	07/01/2019			\$510.15
		A00309724	Padre Associates, Inc.	P0051692	07/01/2019	07/01/2019	07/01/2019			\$1,125.00
		A00200620	Geary Pacific Supply	P0051747	07/01/2019	07/01/2019	07/01/2019			\$2,000.00
		A00203579	Alcorn Aire, Inc.	P0051739	07/01/2019	07/01/2019	07/01/2019			\$650.00
		A00228756	Country Auto & Truck Taft	P0051746	07/01/2019	07/01/2019	07/01/2019			\$800.00
		A00200309	United Refrigeration, Inc.	P0051839	07/03/2019	07/03/2019	07/03/2019			\$2,400.00
		A00285838	Sammy's Detail	P0051840	07/03/2019	07/03/2019	07/03/2019			\$6,000.00
		A00200282	True Value Home Center	P0051853	07/03/2019	07/03/2019	07/03/2019			\$178.33
		A00200722	Knight's Services, Inc.	P0051854	07/08/2019	07/08/2019	07/08/2019			\$1,000.00
		A00238497	All-Tech Electronic Systems,	P0051852	07/03/2019	07/03/2019	07/03/2019			\$2,750.00
	07/09/2019	A00200063	Austin's Pest Control, Inc.	P0051864	07/08/2019	07/08/2019	07/08/2019			\$6,000.00
		A00200105	Brandco	P0051874	07/08/2019	07/08/2019	07/08/2019			\$150.00
		A00292250	Banks Pest Control	P0051868	07/08/2019	07/08/2019	07/08/2019			\$2,000.00
		A00308756	Montgomery Hardware Co.	P0051863	07/08/2019	07/08/2019	07/08/2019			\$71.70

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		A00200109	Brown & Reich Petroleum, Inc	P0051875	07/08/2019	07/08/2019				\$6,000.00
		A00200149	Carquest Auto Parts	P0051876	07/08/2019	07/08/2019				\$1,000.00
		A00280761	County of Kern Public Works	P0051877	07/08/2019	07/08/2019				\$1,500.00
		A00200498	Office Depot	P0051887	07/08/2019	07/08/2019				\$1,500.00
		A00200715	Kern Electric Distributors	P0051886	07/08/2019	07/08/2019				\$7,000.00
		A00202335	Fastenal Industrial & Constr	P0051881	07/08/2019	07/08/2019				\$6,000.00
		A00288637	Otis Elevator Company	P0051888	07/08/2019	07/08/2019				\$3,000.00
		A00309285	The Home Depot Pro	P0051885	07/08/2019	07/08/2019				\$5,000.00
		A00200338	Verizon Wireless	P0051893	07/08/2019	07/08/2019				\$2,000.00
		A00200352	Waxie Sanitary Supply	P0051894	07/08/2019	07/08/2019				\$3,000.00
		A00200421	Tacony Corporation	P0051892	07/08/2019	07/08/2019				\$1,500.00
		A00200680	J & L Locksmithing	P0051899	07/08/2019	07/08/2019				\$1,500.00
		A00202968	San Joaquin Chemicals, Inc.	P0051889	07/08/2019	07/08/2019				\$14,000.00
		A00308239	WEX Inc.	P0051890	07/08/2019	07/08/2019				\$1,000.00
		A00201081	Westside Waste Management Co	P0051901	07/08/2019	07/08/2019				\$2,000.00
		A00202335	Fastenal Industrial & Constr	P0051902	07/08/2019	07/08/2019				\$5,000.00
	07/10/2019	A00200105	Brandco	P0051939	07/09/2019	07/09/2019				\$11.15
		A00200109	Brown & Reich Petroleum, Inc	P0051944	07/09/2019	07/09/2019				\$225.51
		A00200338	Verizon Wireless	P0051945	07/09/2019	07/09/2019				\$82.84
		A00201081	Westside Waste Management Co	P0051946	07/09/2019	07/09/2019				\$170.38
		A00264649	Convergint Technologies, LLC	P0051935	07/09/2019	07/09/2019				\$8,478.73
		A00308504	Wright Express FSC	P0051906	07/08/2019	07/08/2019				\$10,000.00
		A00309724	Padre Associates, Inc.	P0051938	07/09/2019	07/09/2019				\$3,740.00
		A00201122	Home Depot Credit Services	P0051957	07/09/2019	07/09/2019				\$315.83
		A00244581	Independent Fire and Safety,	P0051955	07/09/2019	07/09/2019				\$500.00
	07/11/2019	A00269058	Aramark Uniform Services	P0051745	07/01/2019	07/01/2019				\$6,850.00
				P0051675	07/01/2019	07/01/2019				\$267.42
	07/15/2019	A00200400	Stinson's	P0051895	07/08/2019	07/08/2019				\$20,000.00
	07/16/2019	A00200423	Taft City School District	P0052001	07/11/2019	07/11/2019				\$308.92
		A00244581	Independent Fire and Safety,	P0052010	07/11/2019	07/11/2019				\$5,352.75
		A00269611	A-C Electric Company	P0052044	07/16/2019	07/16/2019				\$4,093.00
	07/24/2019	A00238497	All-Tech Electronic Systems,	P0052086	07/18/2019	07/18/2019				\$5,286.00
	07/29/2019	A00202440	Ron's Mobile Home Service In	P0052087	07/18/2019	07/18/2019				\$23,400.00
		A00295928	Mike's Fencing, Inc.	P0052130	07/24/2019	07/24/2019				\$23,840.00
	07/30/2019	A00244581	Independent Fire and Safety,	P0052194	07/30/2019	07/30/2019				\$455.00

							TOTAL USER			\$220,418.36
NFIGUEROA	07/03/2019	A00252942	TC Financial Aid Clearing Ac	P0051810	07/02/2019	07/02/2019				\$600.00
		A00022713	Tam, Stephanie L.	P0051811	07/02/2019	07/02/2019				\$735.61
		A00200379	WKCCD#2 Revolving Fund	P0051837	07/02/2019	07/02/2019				\$747.80
	07/08/2019	A00200481	Sehi Computer Products	P0051847	07/03/2019	07/03/2019				\$1,615.39
		A00200498	Office Depot	P0051851	07/03/2019	07/03/2019				\$1,287.00

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		NUMBER	NAME	NUMBER	DATE				
	07/09/2019	A00200379	WKCCD#2	Revolving Fund	P0051838	07/02/2019	07/02/2019		\$1,398.00
	07/11/2019	A00200794	State Board of	Equalization	P0051850	07/03/2019	07/03/2019		\$80,000.00
	07/15/2019	A00201354	Leonzo, Hector R.		P0051871	07/08/2019	07/08/2019		\$901.20
	07/16/2019	A00201137	Adema, Lisa P.		P0052042	07/16/2019	07/16/2019		\$26.28
		A00292136	McCallum, James	Lachlan.	P0052034	07/15/2019	07/15/2019		\$420.00
	07/22/2019	A00200712	Kern County Supt. of	Schools	P0052081	07/17/2019	07/17/2019		\$798.00
		A00311324	CWDL, CPAs		P0052041	07/16/2019	07/16/2019		\$62,690.00
	07/25/2019	A00205963	Valencia, Leovi	Marisol.	P0052140	07/24/2019	07/24/2019		\$55.19
	07/29/2019	A00008647	Johnson, Kathleen L.		P0052153	07/25/2019	07/25/2019		\$53.76

							TOTAL USER		\$151,328.23
RWELBORN	07/08/2019	A00303443	CampusLogic, Inc.		P0051650	07/01/2019	07/01/2019		\$48,000.00
	07/09/2019	A00211077	Strata Information	Group	P0051912	06/29/2019	06/29/2019		\$5,169.19
		A00200862	Taft College	Bookstore	P0051896	07/08/2019	07/08/2019		\$53.55
	07/16/2019	A00211077	Strata Information	Group	P0051641	07/01/2019	07/01/2019		\$5,169.19
	07/23/2019	A00202074	Westin Hotels and	Resorts	P0052107	07/22/2019	07/22/2019		\$344.19
		A00237331	Dumbrigue, Joanne	Lucille Va	P0052084	07/17/2019	07/17/2019		\$412.04
		A00311474	John Burton	Advocates for Yo	P0052108	07/22/2019	07/22/2019		\$250.00
	07/24/2019	A00237331	Dumbrigue, Joanne	Lucille Va	P0052125	07/23/2019	07/23/2019		\$3,000.00

							TOTAL USER		\$62,398.16
SCRISS	07/02/2019	A00102126	Criss, Sarah	Victoria.	P0051752	07/01/2019	07/01/2019		\$252.00
		A00200378	WKCCD Custodian	Revolving Ca	P0051803	07/02/2019	07/02/2019		\$500.00
					P0051804	07/02/2019	07/02/2019		\$1,518.88
		A00259082	Lozano Smith, LLP		P0051805	07/02/2019	07/02/2019		\$15,000.00
		A00200832	Taft College	Foundation	P0051819	07/02/2019	07/02/2019		\$500.00
	07/11/2019	A00294618	McNeil and	Associates, LLC	P0051968	07/10/2019	07/10/2019		\$6,300.00
		A00283035	CCLC		P0052002	07/11/2019	07/11/2019		\$7,050.00
					P0052003	07/11/2019	07/11/2019		\$2,000.00
	07/16/2019	A00200862	Taft College	Bookstore	P0052028	07/15/2019	07/15/2019		\$38.57
	07/22/2019	A00200457	Rotary Club of	Taft	P0052043	07/16/2019	07/16/2019		\$1,070.00
	07/25/2019	A00284648	Daniels, Debra		P0052121	07/23/2019	07/23/2019		\$2,449.49
		A00200222	Daily Midway	Driller	P0052123	07/23/2019	07/23/2019		\$67.60
		A00284648	Daniels, Debra		P0052127	07/24/2019	07/24/2019		\$1,172.60

							TOTAL USER		\$37,919.14
SENTRIKIN	07/09/2019	A00200498	Office Depot		P0051849	07/03/2019	07/03/2019		\$60.52
	07/25/2019	A00200498	Office Depot		P0052154	07/25/2019	07/25/2019		\$208.57
	07/30/2019	A00200862	Taft College	Bookstore	P0052199	07/30/2019	07/30/2019		\$21.77

							TOTAL USER		\$290.86
SREYES	07/24/2019	A00200498	Office Depot		P0052091	07/18/2019	07/18/2019		\$94.52

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							TOTAL USER			\$94.52
TROMANDIA	07/15/2019	A00200161	CDW-G	P0051972	07/10/2019	07/11/2019				\$207.35
	07/16/2019	A00200487	Sierra School Equipment Co.	P0051995	07/10/2019	07/11/2019				\$1,872.59
	07/22/2019	A00200356	West Side Recreation & Park	P0052066	07/17/2019	07/18/2019				\$128.70
		A00200487	Sierra School Equipment Co.	P0051966	07/10/2019	07/11/2019				\$1,016.73
	07/23/2019	A00210285	Innovative Educators	P0052070	07/17/2019	07/18/2019				\$995.00
		A00200400	Stinson's	P0052067	07/17/2019	07/18/2019				\$1,607.68
							TOTAL USER			\$5,828.05
TROWDEN	07/02/2019	A00200028	ACHRO/EEO Treasurer	P0051690	07/01/2019	07/01/2019				\$320.00
		A00200393	Sparkletts	P0051724	07/01/2019	07/01/2019				\$183.94
				P0051727	07/01/2019	07/01/2019				\$2,250.00
		A00200991	Rowden, Tiffany L.	P0051687	07/01/2019	07/01/2019				\$57.92
		A00282401	Fred Pryor Seminars	P0051686	07/01/2019	07/01/2019				\$99.00
		A00300396	del Rosario, Heather Renee.	P0051665	07/01/2019	07/01/2019				\$477.73
		A00308503	Newton Software, Inc.	P0051726	07/01/2019	07/01/2019				\$3,996.00
		A00200168	Central Valley Occupational	P0051772	07/01/2019	07/01/2019				\$160.00
	07/08/2019	A00243587	United Healthcare Insurance	P0051728	07/01/2019	07/01/2019				\$300,000.00
		A00243588	AARP Health Care Options	P0051729	07/01/2019	07/01/2019				\$230,000.00
	07/11/2019	A00200238	Department of Justice	P0051771	07/01/2019	07/01/2019				\$468.00
	07/23/2019	A00200182	City of Taft Police Departme	P0052017	07/11/2019	07/11/2019				\$145.00
	07/25/2019	A00200168	Central Valley Occupational	P0052013	07/11/2019	07/11/2019				\$40.00
		A00300396	del Rosario, Heather Renee.	P0052007	07/11/2019	07/11/2019				\$900.00
		A00200168	Central Valley Occupational	P0052018	07/11/2019	07/11/2019				\$100.00
		A00201688	The Chronicle of Higher Educ	P0052014	07/11/2019	07/11/2019				\$1,290.00
		A00201787	Standard Insurance Company	P0052020	07/11/2019	07/11/2019				\$22,000.00
	07/29/2019	A00277823	MailFinance Inc.	P0052016	07/11/2019	07/11/2019				\$3,050.00
		A00200433	Vibul Tangpraphaphorn, M.D.	P0052011	07/11/2019	07/11/2019				\$137.00
				P0052019	07/11/2019	07/11/2019				\$243.00
							TOTAL USER			\$565,917.59
WBELCHER	07/01/2019	A00294733	West Kern Adult Education Ne	P0051636	07/01/2019	07/01/2019				\$67,196.00
							TOTAL USER			\$67,196.00

West Kern Community College District
Board of Trustees Meeting
August 14, 2019

Agenda Item 14.

A. Academic Employment

2. 2019-20 Extra Duty Assignment Screening Committee

Item	Name	Assignment	Step	Hourly Rate	Total Number of Hours	Effective Date
a.	Carlson, Kamala	Associate Professor - English	3	\$70.63	13.5	6/26/19 - 7/24/19
b.	Devine, William	Associate Professor - English	3	\$70.63	18.5	6/22/19 - 7/24/19
c.	Kerr, Danielle	Associate Professor - English	3	\$70.63	16.5	6/24/19 - 7/24/19
d.	Martinez, Julian	Associate Professor - Speech	3	\$70.63	12.0	6/24/19 - 7/8/19
e.	Rodenhauer, Debora	Associate Professor - Speech	3	\$70.63	12.0	6/24/19 - 7/8/19

**West Kern Community College District
Board of Trustees Meeting
August 14, 2019**

Agenda Item 14.

B. Classified Employment

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
1. Administrative Services							
a.	Garcia, Maria	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/19 - 6/30/20
↓	Meyer, Kayla	Bookstore Clerk	Temporary	1A	\$12.57/hour	A/N	7/1/19 - 6/30/20
b.	Hopkins, Caleb	Evening Custodian	Temporary	13A	\$16.91/hour	A/N	7/22/19 - 8/30/19
↓	Kuhnke, Heidi	Evening Custodian	Temporary	13A	\$16.91/hour	A/N	7/22/19 - 8/30/19
c.	Hopkins, Caleb	Evening Custodian	47.5%	13A	\$1,392.23/month	12mo.	9/1/19 - 6/30/20
↓	Kuhnke, Heidi	Evening Custodian	47.5%	13A	\$1,392.23/month	12mo.	9/1/19 - 6/30/20
2. Student Services							
a.	Delaney, John	Ash Street Dorm Resident Aide	Temporary	1A	\$12.57/hour*	A/N	8/1/19 - 5/31/2020
↓.	Sagasta, Sierra	Ash Street Dorm Resident Aide	Temporary	1A	\$12.57/hour*	A/N	8/1/19 - 5/31/2020
3. Superintendent/President							
a.	Dolores, Arellano	Children's Center Assistant Teacher	Substitute	1A	\$12.57/hour	A/N	8/6/19 - 6/30/19
↓	Galvan, Genoveve	Children's Center Assistant Teacher	Substitute	1A	\$12.57/hour	A/N	8/6/19 - 6/30/19
a.	Andrade, Mirtha	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/1/19 - 6/30/20
↓	Bravo, Vanessa	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/1/19 - 6/30/20
↓	Estrada Ruiz, Rosalinda	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/1/19 - 6/30/20
↓	Gee, Julie	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/1/19 - 6/30/20
↓	Gibson, Chayze	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/6/19 - 6/30/20
↓	Gonzalez, Nieves	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/1/19 - 6/30/20
↓	Guzman, Angelina	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/6/19 - 6/30/20
↓	Philips, Sheri	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/6/19 - 6/30/20
↓	Ruiz De Plascencia, Esperanza	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/6/19 - 6/30/20
↓	Villanueva de Campos, Elvira	Children's Center Associate Teacher	Substitute	5A	\$13.88/hour	A/N	8/6/19 - 6/30/20
b.	Alvarado, Esperanza	Children's Center Cook	Substitute	9A	\$15.32/hour	A/N	8/6/19 - 6/30/19

↓	Reed, Billie	Children's Center Cook	Substitute	9A	\$15.32/hour	A/N	8/6/19 - 6/30/20
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*40 hrs. per month.

C. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Gutierrez, Jorge	Children's Center	--	--	--	--	7/3/19
b.	Meyers, Kayla	Mail Clerk	--	--	--	--	8/1/19

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2019-2020
 FOR THE MONTH ENDING JULY 31, 2019**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	20,339,247	20,339,247	1,202,122	0	19,137,125
8800	Local Revenues	8,058,451	8,058,451	68,085	0	7,990,366
Summary		28,397,698	28,397,698	1,270,207	0	27,127,491

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2019-20
 For the Month Ending July 31, 2019**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	9,775,529	9,775,529	379,413	0	9,396,116
2000	Classified & Other Nonacademic Sala	5,624,374	5,624,374	384,290	0	5,240,084
3000	Employee Benefits	7,513,447	7,513,447	492,340	487,989	6,533,117
4000	Supplies and Materials	473,076	473,076	5,090	84,478	383,508
5000	Other Operating Expenses & Services	4,375,743	4,375,743	336,270	1,799,629	2,239,845
6000	Capital Outlay	135,529	135,529	18,817	86,402	30,310
7000	Other Outgo	101,000	101,000	9,119	27,055	64,826
7200	Transfers	399,000	399,000	0	1,478	397,522
Summary		28,397,698	28,397,698	1,625,338	2,487,032	24,285,328

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of July 2019**

Check Number	Check Date	Vendor Name	Description	Net Amount
78043233	07/02/2019	P. G. & E.	PG&E - June 18-19 - District	22,069.99
78043249	07/03/2019	Lozano Smith, LLP	Contract 2018-20	15,000.00
78043287	07/16/2019	AARP Health Care Options	19-20 Retiree Supp RX Plan	18,430.31
78043295	07/16/2019	CampusLogic, Inc.	CampusMetrics 07/01/19-01/31/2021	48,000.00
78043315	07/16/2019	P. G. & E.	PG&E - 18-19 Final	24,328.37
78043317	07/16/2019	Proforma Progressive Marketing	End-of-year outreach items	13,002.80
78043318	07/16/2019	QSR International Americas Inc.	NVIVO Lincense	11,849.00
78043329	07/16/2019	Student Insurance	Invoice 1154 for 8/1/19-8/1/20 Student Insurance	54,863.00
78043335	07/16/2019	United Healthcare Insurance Company	19-20 Retiree Supplemental Health	22,515.56
78043365	07/18/2019	Jennifer Swanson	REFUND - Standard	13,941.00
78043367	07/18/2019	Victoria Mae Vadnais	REFUND - Standard	14,700.00
78043400	07/25/2019	John Karwoski	John Karwoski services	10,920.00
78043405	07/25/2019	Montgomery Hardware Co.	Door Install - Gym	10,341.44
78043419	07/25/2019	State Board of Equalization	SALES & USE TAX	56,037.00
78043428	07/25/2019	United Healthcare Insurance Company	19-20 Retiree Supplemental Health	23,064.72
				359,063.19

ASO 2019/20
Balance Sheet
As of July 31, 2019

July 31, 2019

ASSETS

Current Assets

Checking/Savings

ASB Chevron 213,009.17

ASB Chevron - Savings 143.58

Total Checking/Savings 213,152.75

Total Current Assets 213,152.75

TOTAL ASSETS 213,152.75

LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above 992.00

Art Club 834.00

ASO Athletics 51,423.36

ASO General - Operating 95,652.20

ASSE 385.43

Baseball Club 1,714.55

Best Buddies 2,975.34

Cougar Echo 773.50

CRU 1,159.26

D.H. GENERAL

D.H. CLASS OF 2019 226.95

D.H. CLASS OF 2020 1,831.85

D.H. GENERAL - Other 2,083.53

Total D.H. GENERAL 4,142.33

ECE 2,871.79

Golf Club - Mens 1,365.00

Golf Club - Womens 2,308.01

Literary Club 1,121.53

NSLS Club 3,049.80

On Our Own 1,087.68

Performing Arts 2,752.62

Phi Theta Kappa 0.00

Roleplaying Game Club 185.94

Soccer Club - Mens 1,884.73

Soccer Club - Womens 1,731.01

Social Science/ Research 2,591.26

Softball Fund 2,039.52

Spectrum 1,493.20

STEM 3,274.59

TC Cares 609.00

ASO 2019/20
Balance Sheet
As of July 31, 2019

	<u>July 31, 2019</u>
TIL Reunion	1,461.73
Uniform Replacement	18,990.52
Veterans Club	305.86
Women's Athletic Club	3,775.87
Women's Basketball Club	201.12
Total Restricted Funds	<u>213,152.75</u>
Total Equity	<u>213,152.75</u>
TOTAL LIABILITIES & EQUITY	<u><u>213,152.75</u></u>

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 02, 2019 11:50:55AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 502054

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 \$19,327.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
CAL GRANT FUNDS	84097	0886	5490	\$19,327.00	\$19,327.00

TOTAL DEPOSIT: \$19,327.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$19,327.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200001

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

78 WEST KERN COMM. COLLEGE
KCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/02/2019 To 07/02/2019
Transaction Number from: 200001 To 200001
Date entered from: 00/00/0000 To 99/99/9999

J79134 DC0100 L.00.01 07/02/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

UMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
00001	07/02/2019	07/02/2019	WKCCD DEPOSIT		
1.	78	CAL GRANT FUNDS		12554-353-8641-64600	
				ENTERED BY: MDJB UNAPPROVED	19,327.00
				TOTAL AMOUNT	19,327.00 *
				DISTRICT TOTAL	19,327.00 **
				GRAND TOTAL	19,327.00 **

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 02, 2019 11:52:10AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 502056

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 **\$7,861.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
CAL GRANT FUNDS	84097	0886	5490	\$7,861.00	\$7,861.00

TOTAL DEPOSIT: **\$7,861.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$7,861.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200002

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

'8 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/02/2019 To 07/02/2019
Transaction Number from: 200002 To 200002
Date entered from: 00/00/0000 To 99/99/9999

J79135 DC0100 L.00:01 07/02/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
10002	07/02/2019	07/02/2019	WKCCD DEPOSIT		
1.	78	CAL GRANT FUNDS		12554-353-8641-64600	
				ENTERED BY: MDJB UNAPPROVED	7,861.00
				TOTAL AMOUNT	7,861.00 *
				DISTRICT TOTAL	7,861.00 **
				GRAND TOTAL	7,861.00 **

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 03, 2019 10:19:58AM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 502134

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 \$69.99

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$69.99	\$69.99

TOTAL DEPOSIT: \$69.99

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$69.99 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200003

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: 07/03/2019 To 07/03/2019
Transaction Number from: 200003 To 200003
Date entered from: 00/00/0000 To 99/99/9999

J79822 DC0100 L.00.01 07/03/19 PAC

				APPROVED AND UNAPPROVED TRANSACTIONS		
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200003	07/03/2019	07/03/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	69.99
1.	78	BOOKSTORE SALES		31000-423-8841-69100		69.99
					TOTAL AMOUNT	69.99
					DISTRICT TOTAL	69.99
					GRAND TOTAL	69.99

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Jul 03, 2019 10:21:11AM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
502137

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 **\$406.75**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$406.75	\$406.75

TOTAL DEPOSIT: **\$406.75**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$406.75 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200004**

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: 07/03/2019 To 07/03/2019
 Transaction Number from: 200004 To 200004
 Date entered from: 00/00/0000 To 99/99/9999

J79823 DC0100 L.00.01 07/03/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200004	07/03/2019	07/03/2019	WKCCD DEPOSIT		406.75
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	406.75
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	406.75
				DISTRICT TOTAL	406.75
				GRAND TOTAL	406.75

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 03, 2019 10:23:09AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 502139

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 **\$89,634.96**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$42,318.19	\$42,318.19
RESTRICTED FUND	84097	0886	5490	\$381.00	\$381.00
TIL	84697	0886	5490	\$46,392.73	\$46,392.73
BOOKSTORE	84698	0886	5490	\$7.80	\$7.80
CAFETERIA	84699	0886	5490	\$535.24	\$535.24

TOTAL DEPOSIT: **\$89,634.96**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$89,634.96 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #200005

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: 07/03/2019 To 07/03/2019
 Transaction Number from: 200005 To 200005
 Date entered from: 00/00/0000 To 99/99/9999

J79824 DC0100 L.00.01 07/03/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200005	07/03/2019	07/03/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	309.44
2.	78	RESTROOM DISPENSERS		11000-000-8876-00000	8.75
3.	78	OPEB		11000-000-9551-00000	42,000.00
4.	78	PELL		12000-353-8154-64600	381.00
5.	78	BOOKSTORE MISCELLANEOUS		31000-423-8841-69100	7.80
6.	78	CAFETERIA SALES		32000-422-8841-69400	535.24
7.	78	TIL BUILDING		39000-314-7360-73100	46,017.73
8.	78	REIMBURSEMENT		39000-314-5740-64991	375.00
TOTAL AMOUNT					89,634.96
DISTRICT TOTAL					89,634.96
GRAND TOTAL					89,634.96

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 11, 2019 11:08:58AM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 502600

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 \$262.14

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$262.14	\$262.14

TOTAL DEPOSIT: \$262.14

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$262.14 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200006**

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: 07/11/2019 To 07/11/2019
Transaction Number from: 200006 To 200006
Date entered from: 00/00/0000 To 99/99/9999

J83325 DC0100 L.00.01 07/11/19 PAGE

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
200006	07/11/2019	07/11/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	262.14
				TOTAL AMOUNT	262.14
				DISTRICT TOTAL	262.14
				GRAND TOTAL	262.14

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 11, 2019 11:10:30AM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 502601

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 **\$700.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$700.00	\$700.00

TOTAL DEPOSIT: **\$700.00**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$700.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200007**

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: 07/11/2019 To 07/11/2019
Transaction Number from: 200007 To 200007
Date entered from: 00/00/0000 To 99/99/9999

J83327 DC0100 L.00.01 07/11/19 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200007	07/11/2019	07/11/2019	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	700.00
ENTERED BY: MDJB UNAPPROVED					
TOTAL AMOUNT					700.00
DISTRICT TOTAL					700.00
GRAND TOTAL					700.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 11, 2019 11:12:06AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 502602

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 **\$144,725.63**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$8,970.80	\$8,970.80
RESTRICTED FUND	84097	0886	5490	\$2,551.69	\$2,551.69
TIL	84697	0886	5490	\$126,839.71	\$126,839.71
CAFETERIA	84699	0886	5490	\$6,363.43	\$6,363.43

TOTAL DEPOSIT: **\$144,725.63**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$144,725.63 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #200008

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: 07/11/2019 To 07/11/2019
Transaction Number from: 200008 To 200008
Date entered from: 00/00/0000 To 99/99/9999

J83328 DC0100 L.00.01 07/11/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
	LN.	DI	DETAIL DESCR		
200008	07/11/2019	07/11/2019	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78		INSURANCE REIMBURSEMENTS	11000-412-8876-67300	525.20
2.	78		REIMBURSEMENT	11000-207-2190-05140	1,053.59
3.	78		REIMBURSEMENT	11008-101-5970-66004	187.50
4.	78		REIMBURSEMENT	11000-000-7211-00000	6,844.96
5.	78		TRANSCRIPT FEES	11000-000-8879-00000	359.55
6.	78		DHS ADMIN	12602-309-8839-64992	2,551.69
7.	78		CAFETERIA SALES	32000-422-8841-69400	6,363.43
8.	78		TIL REGIONAL CENTERS	39000-314-8699-64991	126,839.71
				TOTAL AMOUNT	144,725.63
				DISTRICT TOTAL	144,725.63
				GRAND TOTAL	144,725.63

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 18, 2019 02:48:09PM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 503155

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 **\$464.40**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$464.40	\$464.40

TOTAL DEPOSIT: **\$464.40**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$464.40 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200009**

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: 07/18/2019 To 07/18/2019
Transaction Number from: 200009 To 200009
Date entered from: 00/00/0000 To 99/99/9999

J87747 DC0100 L.00.01 07/18/19 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200009	07/18/2019	07/18/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	464.40
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	464.40
				DISTRICT TOTAL	464.40
				GRAND TOTAL	464.40

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 18, 2019 02:49:18PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 503156

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 \$42,430.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$42,430.00	\$42,430.00

TOTAL DEPOSIT: \$42,430.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$42,430.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200010

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: 07/18/2019 To 07/18/2019
Transaction Number from: 200010 To 200010
Date entered from: 00/00/0000 To 99/99/9999

J87748 DC0100 L.00.01 07/18/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
200010	07/18/2019	07/18/2019	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	42,430.00
				TOTAL AMOUNT	42,430.00
				DISTRICT TOTAL	42,430.00
				GRAND TOTAL	42,430.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 18, 2019 02:51:48PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 503158

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 \$42,995.98

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$193.48	\$193.48
RESTRICTED FUND	84097	0886	5490	\$27,452.61	\$27,452.61
CHILD DEVELOPMENT	84496	0886	5490	\$11,516.59	\$11,516.59
TIL	84697	0886	5490	\$3,067.55	\$3,067.55
CAFETERIA	84699	0886	5490	\$765.75	\$765.75

TOTAL DEPOSIT: \$42,995.98

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$42,995.98 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200011

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: 07/18/2019 To 07/18/2019
Transaction Number from: 200011 To 200011
Date entered from: 00/00/0000 To 99/99/9999

J87749 DC0100 L.00.01 07/18/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200011	07/18/2019	07/18/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS	11000-412-8876-67300		167.20
2.	78	REIMBURSEMENT	11000-000-7211-00000		26.28
3.	78	FEDERAL WORK STUDY	12401-353-8153-64600		17,410.08
4.	78	FWS ADMIN ALLOWANCE	12401-353-8151-64600		837.92
5.	78	LIBRARY PROGRAMS	12201-203-8892-61200		419.00
6.	78	REIMBURSEMENT	12000-114-8892-70999		5,906.69
7.	78	REIMBURSEMENT	12605-223-8699-66005		2,878.92
8.	78	CAFETERIA SALES	32000-422-8841-69400		765.75
9.	78	CC CHILD CARE FOOD	33429-310-8621-69200		10,544.59
10.	78	CC GENERAL	33428-310-8621-69200		200.00
11.	78	CC STATE PRESCHOOL	33528-310-8621-69200		494.00
12.	78	CC MIGRANT ED GRANT	33588-310-8621-69200		278.00
13.	78	TIL REGIONAL CENTERS	39000-314-8699-64991		3,067.55
				TOTAL AMOUNT	42,995.98
				DISTRICT TOTAL	42,995.98
				GRAND TOTAL	42,995.98

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 25, 2019 01:39:55PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 503597

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 **\$1,358.41**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$1,358.41	\$1,358.41

TOTAL DEPOSIT: **\$1,358.41**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,358.41 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200012

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: 07/25/2019 To 07/25/2019
Transaction Number from: 200012 To 200012
Date entered from: 00/00/0000 To 99/99/9999

J91365 DC0100 L.00.01 07/25/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200012	07/25/2019	07/25/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	1,358.41
				TOTAL AMOUNT	1,358.41
				DISTRICT TOTAL	1,358.41
				GRAND TOTAL	1,358.41

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 25, 2019 01:41:55PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 503598

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 \$19,102.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$19,102.00	\$19,102.00

TOTAL DEPOSIT: \$19,102.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$19,102.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200013

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: 07/25/2019 To 07/25/2019
Transaction Number from: 200013 To 200013
Date entered from: 00/00/0000 To 99/99/9999

J91364 DC0100 L.00.01 07/25/19 PAC

NUMBER		DATE	ENTERED	DESCRIPTION	APPROVED AND UNAPPROVED TRANSACTIONS		AMOUNT
LN.	DI	DETAIL	DESCR	-FUND-ORG-ACCT-PROGR-			
200013		07/25/2019	07/25/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	
1.	78	STUDENT RECEIPTS		11000-000-9161-00000			19,102.00
						TOTAL AMOUNT	19,102.00
						DISTRICT TOTAL	19,102.00
						GRAND TOTAL	19,102.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 25, 2019 01:43:48PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 503599

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 **\$73,867.35**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$139.60	\$139.60
RESTRICTED FUND	84097	0886	5490	\$72,136.00	\$72,136.00
CHILD DEVELOPMENT	84496	0886	5490	\$644.00	\$644.00
CAFETERIA	84699	0886	5490	\$947.75	\$947.75

TOTAL DEPOSIT: **\$73,867.35**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$73,867.35 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200014

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: 07/25/2019 To 07/25/2019
 Transaction Number from: 200014 To 200014
 Date entered from: 00/00/0000 To 99/99/9999

J91363 DC0100 L.00.01 07/25/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200014	07/25/2019	07/25/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	TESTING FEES		11000-306-8889-49306	60.00
2.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	79.60
3.	78	TRIO		12000-340-8199-64951	72,136.00
4.	78	CAFETERIA SALES		32000-422-8841-69400	947.75
5.	78	CC GENERAL		33428-310-8621-69200	454.00
6.	78	CC STATE PRESCHOOL		33528-310-8621-69200	90.00
7.	78	CC MIGRANT ED GRANT		33588-310-8621-69200	100.00
TOTAL AMOUNT					73,867.35
DISTRICT TOTAL					73,867.35
GRAND TOTAL					73,867.35

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 30, 2019 02:48:21PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 503947

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 **\$1,869,293.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
JULY SCHOOL APPORTIONMENT	84096	0886	5490	\$1,272,681.00	\$1,272,681.00
JULY SCHOOL APPORTIONMENT	84097	0886	5490	\$596,612.00	\$596,612.00

TOTAL DEPOSIT: **\$1,869,293.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$1,869,293.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200015

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: 07/30/2019 To 07/30/2019
 Transaction Number from: 200015 To 200015
 Date entered from: 00/00/0000 To 99/99/9999

J93228 DC0100 L.00.01 07/30/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200015	07/30/2019	07/30/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	JULY	SCHOOL APPORTIONMENT	11000-000-8612-00000	1,253,673.00
2.	78	JULY	SCHOOL APPORTIONMENT	11000-000-8618-00000	10,057.00
3.	78	JULY	SCHOOL APPORTIONMENT	11006-201-8633-00000	8,951.00
4.	78	JULY	SCHOOL APPORTIONMENT	12551-353-8615-64600	3,849.00
5.	78	JULY	SCHOOL APPORTIONMENT	12551-353-8625-64600	13,639.00
6.	78	JULY	SCHOOL APPORTIONMENT	12000-303-8622-64300	29,792.00
7.	78	JULY	SCHOOL APPORTIONMENT	12000-305-8624-64301	4,345.00
8.	78	JULY	SCHOOL APPORTIONMENT	12000-311-8623-64200	20,667.00
9.	78	JULY	SCHOOL APPORTIONMENT	12000-311-8660-64200	834.00
10.	78	JULY	SCHOOL APPORTIONMENT	12600-309-8627-64992	11,911.00
11.	78	JULY	SCHOOL APPORTIONMENT	12000-304-8630-00000	54,824.00
12.	78	JULY	SCHOOL APPORTIONMENT	12000-319-8644-00000	131,168.00
13.	78	JULY	SCHOOL APPORTIONMENT	12000-411-8628-67300	45,000.00
14.	78	JULY	SCHOOL APPORTIONMENT	12573-353-8691-64600	184,088.00
15.	78	JULY	SCHOOL APPORTIONMENT	12569-353-8691-64600	3,756.00
16.	78	JULY	SCHOOL APPORTIONMENT	12000-318-8699-64800	1,416.00
17.	78	JULY	SCHOOL APPORTIONMENT	12558-223-8647-60103	14,181.00
18.	78	JULY	SCHOOL APPORTIONMENT	12603-125-8643-68900	69,386.00
19.	78	JULY	SCHOOL APPORTIONMENT	12599-309-8632-64992	7,756.00
TOTAL AMOUNT					1,869,293.00
DISTRICT TOTAL					1,869,293.00
GRAND TOTAL					1,869,293.00

Date: July 18, 2019

Submitted by: Amanda Bauer, Director of Fiscal Services

Area Administrator: Brock McMurray, EVP of Administrative Services 

Subject: Information Item

Board Meeting Date: August 14, 2019

Title of Board Item:

Report of Investments as of the quarter ended June 30, 2019 held at: U.S. Bank Global Corporate Trust Services & The Bank of New York Mellon Trust Company, N.A.

Background:

These investments are not included in the District's Investment Portfolio, which is managed by Wells Fargo Investments and Morgan Stanley Smith Barney. Attached is a summary of the investments held at U.S. Bank Global Corporate Trust Services and The Bank of New York Mellon. This represents a summary of activity for the quarter ended June 30, 2019. Investments were held at these two institutions as part of the Districts General Obligation Bonds and/or Certificate of Participation (COP) Notes Program. This provided an investment vehicle for WKCCD to be used in conjunction with its construction programs and building on campus. This information is being submitted for informational purposes only.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

The U.S. Bank Global Corporate Trust Services accounts had a beginning balance of \$1,896,687.00 at July 1, 2018, and an ending balance of \$1,896,756.84 for its Certificates of Participation accounts as of June 30, 2019. This balance represents the 2015 COP reserve portion that is designated for the District's debt obligation repayment.

The Bank of New York Mellon had a beginning and ending balance of \$0.02 in the account is tied to the District's general obligation bonds for the period that ended in 2016-17. The remaining balance represents excess interest accrued during the transition for final payoff for the escrow account being housed at BNY.

Approved: _____


Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
INVESTMENT SUMMARY: Other Investments**

U.S. Bank Global Corporate Trust Services

July 1, 2018 through June 30, 2019

Investment Account	Type of Activity	Portfolio as of July 1, 2018	Deposits / Int / Dividends Transfers In	Withdrawals / Fees Transfers Out	Balance as of June 30, 2019
West Kern CCD 2015 Refunding COP Lease Payment Fund	Treasury Portfolio	84.36	417.68	(347.84)	154.20
West Kern CCD 2015 Refunding COP Reserve Fund	Investment Agreement, Balance / Assured Guaranty Municipal Corp.	1,896,602.64	-	-	1,896,602.64
Grand Total		\$ 1,896,687.00			\$ 1,896,756.84

The Bank of New York Mellon

July 1, 2018 through June 30, 2019

Investment Account	Type of Activity	Portfolio as of July 1, 2018	Deposits Transfers In	Withdrawals Transfers Out	Balance as of June 30, 2019
West Kern CCD KC CA 15 GOB Ref Bonds Escrow	US Treasury Notes	0.02	0	0	0.02
Grand Total		\$ 0.02			\$ 0.02

GRAND TOTAL OF INVESTMENTS HELD @ INVESTMENT COMPANIES

1,896,756.86