

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

June 10, 2020

Cougar Room

(Access Through the Library Entrance)

No in-person public attendance permitted. Must use the Zoom website link due to the Governor's Executive Order issued on March 19, 2020 placing limits on public congregation.

Join Meeting at the Following Web Address:

<https://us02web.zoom.us/j/87116884719> (Open Session Will Begin at 6 p.m.)

5:00 p.m.

29 Cougar Court
Taft, California 93268

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

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

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

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

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

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

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

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION
 - A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel - Potential Litigation, Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION
5. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
6. GENERAL COMMUNICATIONS
7. APPROVAL OF MINUTES - Regular Meeting Held May 13, 2020
8. NEW BUSINESS:
 - A. Request for Approval - Taft College Solar Project - BSK Supplement Budget Request; Estimated Supplement of \$8,987.84
Vote
Abstain: _____
Cole: ___ **Campos:** ___ **Long:** ___ **Orrin:** ___ **White:** ___
 - B. Second Presentation and Request for Approval - Tentative Agreement with the Taft College Faculty Association (TCFA) regarding the addition of Article 7.1.2, Dependent Priority Registration, to the Faculty Collective Bargaining Agreement
Vote
Abstain: _____
Cole: ___ **Campos:** ___ **Long:** ___ **Orrin:** ___ **White:** ___
 - C. First Presentation - Taft College Faculty Association ("TCFA/CTA/NEA") 2020-23 Collective Bargaining Agreement ("CBA") (No Action)

- D. First Presentation – Taft College Classified School Employee Association (“CSEA”), Chapter #543 2020-23 Collective Bargaining Agreement (“CBA”) (No Action)
 - E. First Presentation – Taft College Classified School Employees Association Chapter #543 and West Kern Community College District – STEM and CTE Technician and Bookstore Clerk II Job Description (No Action)
 - F. First Presentation – Taft College Classified School Employees Association Chapter #543 and West Kern Community College District – Vacation Accrual Process (No Action)
 - G. First Presentation – Taft College Faculty Association CTA/NEA, Reopener for FY 2020/21 (No Action)
 - H. First Presentation – Taft College CSEA Chapter #543, Reopener for FY 2020/21 (No Action)
 - I. First Presentation – Taft College Faculty Association CTA/NEA Reopener with WKCCD for FY 2020/21
 - J. First Presentation – Taft College CSEA Chapter #543 Reopener with WKCCD for FY 2020/21
9. CONSENT AGENDA (Items A - T)
- A. Request for Approval – New Courses
 - Learning Support Division
 - EDUC 1500 Introduction to Educational Technology

 - Social Science Division
 - HIST 2216 History of Latin America
 - B. Request for Approval – Course Revisions
 - Math & Science Division
 - BIOL 2201 Introduction to Biology
 - BIOL 2260 General Microbiology

 - Social Science Division
 - ECEF 1531 The Child in Family/Community Relationships
 - PSYC 2080 Introduction to Lifespan Psychology
 - SOC 2110 Minority Group Relations

 - Applied Technologies Division
 - BUSN 1050 Business Mathematics
 - BSAD 2220 Introduction to Financial Accounting
 - INTC 1000 Career Readiness in Industrial Technology

INTC 1100 Industrial Technology Capstone
MGMT 1515 Communication
MGMT 1520 Team Building
MGMT 1525 Time Management
MGMT 1540 Managing Organizational Change

C. Request for Approval - Distance Learning

Learning Support Division

EDUC 1500 Introduction to Educational Technology

Liberal Arts Division

ART 1500 Art Appreciation
ART 1600 Two-Dimensional Design
ART 1620 Drawing and Composition
ART 1625 Color Theory
ART 1640 Painting

Applied Technologies Division

COSC 1532 Basic Internet Skills and Concepts
COSC 1603 Introduction to Word Processing - Microsoft Word
COSC 1703 Introduction to Spreadsheets - Microsoft Excel
COSC 1812 Introduction to Presentation Graphics - Microsoft PowerPoint
COSC 1902 Introduction to Databases - Microsoft Access
COSC 2020 Introduction to Computer Information Systems
MGMT 1515 Communications
MGMT 1520 Team Building
MGMT 1525 Time Management
MGMT 1540 Managing Organizational Change

Social Science Division

ECEF 1531 The Child in Family/Community Relationships
ECEF 1584 Field Experience: Infant and Toddler Care and Education
PSYC 2080 Introduction to Lifespan Psychology

Emergency Temporary Distance Education Blanket Addendum

DNTL 1510 Oral Biology
DNTL 1511 Oral Radiology
DNTL 1512 Head and Neck Anatomy
DNTL 1513 Dental Health Education/Seminar
DRAM 1535 Elementary Acting
ECEF 1003 Introduction to Child Growth and Development
MATH 2140 Ordinary Differential Equations
PHED 1505 Women's Intercollegiate Golf
PHED 1533 Walking for Fitness
PHED 2505 Advanced Women's Intercollegiate Golf
PSYC 2205 Introduction to Research Methods in the Social Sciences

- D. Request for Approval – Resolution 2019/20-21 and Agreement with California Department of Education to Provide Services Under the General Child Care and Development Program, Contract #CCTR-0058; 7/1/20 – 6/30/21; \$835,449.00
- E. Request for Approval – Resolution 2019/20-22 and Agreement with California Department of Education to Provide Services Under the State Preschool Program, Contract #CSPP-0138; 7/1/20 – 6/30/21; \$832,645.00
- F. Request for Approval – Resolution 2019/20-23 and Agreement with California Department of Education to Provide Services Under the Migrant Child Care Program, Contract #CMIG-0005; 7/1/20 – 6/30/21; \$781,197.00
- G. Request for Approval – Resolution 2019/20-24 and Agreement with California Department of Education to Provide Services Under the Migrant Specialized Services Program, Contract #CMSS-0005; 7/1/20 – 6/30/21; \$110,580.00
- H. Request for Approval - 2019-20 Multiple Method Allocation Certification Form
- I. Request for Approval – Off Campus Rents for TIL Program
- J. Request for Ratification – Agreements with San Joaquin Valley Air Pollution Control District for Purchase of Alternative Fuel Vehicles through the Public Benefit Grants Program (Agreement Nos. G-83113-A1; G-83115-A1; G83117-A1; G-83118-A1); \$1,444.64
- K. Request for Approval – WKCCD 2020-21 Accident Insurance Renewal for Students/Intercollegiate Athletes; 8/1/20 – 7/31/21; \$55,061.00
- L. Request for Approval – California Virtual Campos – Online Education Initiative (CVC-OEI) Extra Duty Assignments; Extension to 12/31/20
- M. Request for Approval – AMS.Net Annual Support Coverage Quote #Q00044212, CISCO Network Hardware; 7/29/20 – 7/29/21; \$15,618.85
- N. Request for Approval – Consulting Services Agreement with Capitol Public Finance Group, LLC “Capitol PFG” to Serve as the WKCCD Dissemination Agent (Consulting Services Agreement, Consulting Services Order CSO No. 2020-1 and Certificate of Acceptance); 7/1/20 – 6/30/21; Annual Report Filing \$4,500.00 and \$500.00 for Each Material Event Filing Plus Expenses Included in Agreement
- O. Request for Approval – Fiscal Year 2020-21 Annual Appropriations (GANN) Limit
- P. Request for Approval – 2020-21 Renewal of Statewide Association of Community Colleges (SWACC) Proforma for Property and Liability Insurance Coverage; 7/1/20 – 6/30/21; \$145,140.00

- Q. Request for Approval – Cisco Umbrella Insights Annual License Renewal
- R. Request for Approval – 2020/21 District Business Office Systems Agreement – KCSOS AGT #21-0161; 7/1/20 – 6/30/21; Annual Cost of \$7,034.12
- S. Request for Approval – Vehicle Maintenance Agreement Renewal with Taft City School District; 7/1/20 – 6/30/21; \$71.00 per Hour with a minimum of ½ hour charge
- T. Ratification of the May 2020 Vendor Check & Purchase Order Registers

Consent Agenda Vote

Abstain:

Cole: ____ **Campos:** ____ **Long:** ____ **Orrin:** ____ **White:** ____

- 10. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST
- 11. EMPLOYMENT (Action)
 - A. Academic Employment (Appendix I)
 - B. Academic Employment Amended March 2020 (Appendix II)
 - C. Classified Employment Amended March 2020 (Appendix III)

Vote

Abstain:

Cole: ____ **Campos:** ____ **Long:** ____ **Orrin:** ____ **White:** ____

- 12. 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, May 2020
 - 4. Student Organization and Special Accounts, May 2020
 - 5. Funds Deposited in County Treasury, May 2020
 - 6. Employee Travel Report – May 2020
 - B. Trustee Reports
 - C. Academic Senate Report
 - D. Reports from Staff and Student Organizations

- 13. REPORT OF THE SUPERINTENDENT

- 14. NEXT MEETING DATE

The next regular meeting is scheduled for Wednesday, July 8, 2020, at 5:00 p.m.

- 15. ADJOURNMENT

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

REGULAR MEETING

May 13, 2020

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 6:04 p.m. by President Dawn Cole. Secretary Emmanuel Campos and trustees Michael Long Dr. Kathy Orrin and Billy White were present. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance. To ensure clarity during the meeting held via Zoom online video, a roll call vote was held on each item.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

GENERAL COMMUNICATIONS

There were no general communications.

APPROVAL OF MINUTES

On a motion by Trustee Orrin, seconded by Trustee Long and unanimously carried, the minutes of the Regular Meeting held April 15, 2020 were approved.

NEW BUSINESS

Request for Approval - 2020/2021 - 2025/26 Facilities Master Plan

Mr. Brock McMurray reported that the plan was due for review and updating (copy attached to official minutes). The Facilities Committee reviewed the document and recommends the current draft be approved. The plan provides a 15-20 year outlook on District facility needs. On a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the plan was approved.

Request for Approval - Taft College Class of 2020 Hall of Fame Inductees

Dr. Daniels told the Board that the list of inductees had been recommended by the Hall of Fame committee (copy attached to official minutes). On a motion by Trustee Long, seconded by Trustee White and unanimously carried, the inductees were approved as recommended.

First Presentation - Tentative Agreement with the Taft College Faculty Association (TCFA) regarding the addition of Article 7.1.12, Dependent Priority Registration, to the Faculty Collective Bargaining Agreement (No Action)

Dr. Daniels stated the agreement had been bargained and agreed upon. The agreement provides criteria to allow faculty dependents priority registration opportunity.

Request for Approval - PG&E Student Center Gas Services Extension Agreement Revision

Mr. McMurray explained the Student Center work that is in need of completion by PG&E and not by the contractor. The cost of the work completed by PG&E will be invoiced to the contractor; this is a switch of work with no additional cost anticipated. On a motion by Trustee Orrin, seconded by Trustee Long and unanimously carried, the revision was approved (copy attached to official minutes).

Request for Approval - Main Parking Lot Re-Seal and Re-Stripe - Big Valley Asphalt; \$36,100.00

Mr. McMurray told the Board that the parking is due for maintenance and that due to the closed campus status that the District would like to re-seal and re-stripe the parking lot. The attached documentation acknowledges that Big Valley Asphalt is the lowest bidder. On a motion by Trustee White, seconded by Secretary Campos and unanimously carried, the request was approved (copy attached to official minutes).

Request for Approval - Discontinuance - Board Policy 5710 - Athletic Drug Testing

Severo Balason explained that the policy was reviewed by himself and Athletic Director Kanoe Bandy. They agreed that the District should match the athletic conference and national association practice of not having a policy on athletic drug testing. The athletes are bound by a student code of conduct and other student policies to remain drug free. 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 - Updates Board Policies

BP #4025 - Philosophy and Criteria for Associate Degree and General Education

BP #4030 - Academic Freedom

BP #4100 - Graduation Requirements for Degrees and Certificates

BP #7240 - Confidential Employees

Dr. Daniels said that these Board Policies have been updated with minor changes to align with current practices (copy attached to official minutes). On a motion by Secretary Campos, seconded by Trustee Orrin and unanimously carried, the policies were approved.

Second Reading and Request for Approval - Board Policy Review

BP #2435 - Evaluation of Superintendent/President

BP #3310 - Records Retention and Destruction

BP #3440 - Service Animals

BP #3501 - Campus Security and Access

BP #3503 - Missing Student Notification

BP #3540 - Sexual and Other Assaults on Campus

BP #4010 - Academic Calendar

BP #4060 - Delineation of Functions Agreements

BP #4110 - Honorary Degrees

BP #4230 - Grading Symbols

BP #4231 - Grade Changes

BP #4240 - Academic Renewal

- BP #4260 - Prerequisites and Co-Requisites
- BP #4500 - Partnership with WESTEC
- BP #5110 - Counseling
- BP #5700 - Intercollegiate Athletics
- BP #6100 - Delegation of Authority, Business and Fiscal Affairs
- BP #6150 - Designation of Authorized Signatures
- BP #6324 - Disclosure Policy for Public Debt Obligations
- BP #7100 - Commitment to Diversity
- BP #7110 - Delegation of Authority, Human Resources
- BP #7130 - Compensation
- BP #7140 - Collective Bargaining
- BP #7210 - Academic Employees
- BP #7345 - Catastrophic Leave Program
- BP #7350 - Resignations
- BP #7370 - Political Activity
- BP #7510 - Domestic Partners

Dr. Daniels told the Board that the above policies have been reviewed and are in compliance with current District practices (copy attached to official minutes). On a motion by Trustee Long, seconded by Trustee White and unanimously carried, the policies were approved.

Presentation - Investment Reports (No Action)

Mr. McMurray reviewed the status of the Facilities Reserve and G.O. Bond investment accounts (copy attached to official minutes).

CONSENT AGENDA:

A. Request for Approval - Adoption of Rules and Regulations Relating to the West Kern Community College District Student Trustee, June 1, 2020 - May 31, 2021

B. Request for Approval - New Courses

Learning Support Division

LIBR 1548 Introduction to Library Research

Social Science Division

PSYC 1520 Psychology as a Profession

C. Request for Approval - Course Revisions

Math & Science Division

BIOL 2250 Human Anatomy

BIOL 2257 Human Physiology with Lab

CHEM 2212 General Geography

GEOG 1520 Cultural Geography
MATH 0230 Basic Mathematics
MATH 0240 Pre-Algebra
MATH 1050 Elementary Algebra
MATH 1060 Intermediate Algebra
MATH 1500 Math for a Modern Society - A Liberal Arts Course

Liberal Arts Division

ARTH 1500 Art Appreciation
SPAN 2001 Intermediate Spanish III
SPAN 2002 Intermediate Spanish IV

Applied Technologies Division

BUSN 1500 Introduction Qualitative Analysis to Business
COSC 1532 Basic Internet Skills and Concepts
COSC 1603 Introduction to Word Processing - Microsoft Word
COSC 1703 Introduction to Spreadsheets - Microsoft Excel
COSC 1812 Introduction to Presentation Graphics - Microsoft PowerPoint
COSC 1902 Introduction to Databases - Microsoft Access
COSC 2020 Introduction to Computer Information Systems
MGMT 1500 Introduction to Human Resource Management
MGMT 1505 Principles of Supervision

Learning Support Division

LRSK 0250 Improving Study Skill Strategies

D. Request for Approval - Course Inactivation

Social Science Division

CJA 1058 Firearms Training

E. Request for Approval - Distance Learning

Science and Math Division

MATH 0230 Basic Mathematics
MATH 0240 Pre-Algebra
MATH 1050 Elementary Algebra
MATH 1060 Intermediate Algebra
MATH 1500 Math for a Modern Society - A Liberal Arts Course

Liberal Arts Division

SPAN 2001 Intermediate Spanish III

Applied Technologies Division

BUSN 2280 Entrepreneurship

Learning Support Division

LIBR 1548 Introduction to Library Research

- F. Information Item – CCFS-311Q for the 3rd Quarter Ending March 31, 2020
- G. Request for Approval – Four-Day Summer Workweek Policy
- H. Request for Approval – Worldshare Management Services and Interlibrary Loan; 7/1/20 – 6/30/21; \$6,000.00
- I. Request for Approval – ABTECH Technologies Quotation #ABTQ9170 Red Hat License for IT Servers
- J. Request for Approval – 2020-21 CCS Recovery Services Quickship Program Renewal; 7/1/20 – 6/30/21; \$3,420.00
- K. Request for Approval – CI Solutions Order Number 0106840, Renewal of ID Badge Software License; 7/1/20 – 6/30/21; \$2,384.00
- L. Request for Ratification – Convergent Technologies Proposal for Systems Monitoring of the Welding Shop; 4/10/20 4/9/23; \$500.00 per Year
- M. Request for Approval – Netlink Loader (Pay Station Kiosk) Service Contract; 6/26/20 – 6/25/21; \$1,675.00
- N. Request for Ratification – Master Service Order Form Master Licensing Agreement with Paycor; Effective May 1, 2020; \$2,888.00 Annually
- O. Ratification of the April 2020 Vendor Check & Purchase Order Registers

On a motion by Trustee Long, seconded by Secretary Campos and unanimously carried, Consent Agenda Items A – O 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 White and seconded by Trustee Long, Employment Item A & B were approved by the following vote (Employment Items (*Appendix I and II*) are attached to official minutes):

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

No: None

Abstain: None

Absent: None

REPORTS

Financial Reports

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

Financial Reports (for information):

1. Revenue Accounts (Account Level 1) FY 2019/20
2. Expenditure Accounts (Account Level 1) FY 2019/20
3. Expenditure Detail of \$10,000.00 or Greater, April 2020
4. Student Organization and Special Accounts, April 2020
5. Funds Deposited in County Treasury, April 2020
6. Employee Travel Report – April 2020
7. Report of Investments as of the Quarter Ended March 31, 2020 held at U.S. Bank Global Corporate Trust Services

Trustee Reports

Trustee Orrin shared that she had seen the Taft College commercial on television. She noted that it was professional and positive.

President Cole thanked student trustee Whisper Lynn Null for her two years of service to the Board.

Academic Senate

Dr. Sharyn Eveland, President of the Academic Senate, thanked the Board and Administration for the support of the faculty during the ongoing online transition. Committee work continues virtually with a specific focus on meeting the needs of students in the COVID-19 situation. She noted appreciation for the recognition of ASO faculty appreciation week.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, reported that work to prepare a tentative budget based on the state budget assumptions is ongoing. As expected, the budget is expected to be effected by the COVID-19 pandemic. Mr. McMurray stated that progress on the solar project is ahead of schedule due to the full use of the parking lot amid the campus closure. Work also has continued positively on the Student Center project. Interior wall work is commencing. Supply chain issues and slower inspection reviews were expected with the pandemic and have not been burdensome.

Student Services

Severo Balason, Vice President of Student Services, said that the department continues to be busy even with the campus closed. Virtual services to assist students in enrollment are being utilized.

Instruction

Dr. Leslie Minor, Vice President of Instruction, told the Board that today is the last day of instruction with finals beginning Friday. Preparation and training for online courses is still being conducted. Enrollment is on the rise. The annual STEM summer camps will be virtual this year.

Human Resources

Heather del Rosario, Vice President of Human Resources, continues to work with fiscal services to implement the timecard system and is also working on implementation of Paycor (formerly Newton). Staff are also working on accreditation documentation.

Faculty

Ruby Payne, President of the Faculty Association, thanked administration and staff for the appreciation recognition and the support during the unprecedented transition to online instruction. She also thanked Dr. Daniels for the Activity Challenge as a good motivator to keep physical and mental health a priority during quarantine.

Foundation

Sheri Horn-Bunk, Executive Director of Foundation, explained that the District participated in a local commercial and recognition project to recognize Kern County graduates. Dr. Daniels will also be allotted a time to speak to county graduates.

REPORT OF THE SUPERINTENDENT/PRESIDENT

Dr. Daniels expressed appreciation for the ASO faculty recognition. With the agreement of Classified staff, the District will hold Classified staff recognition once staff return to campus. She also thanked Ms. Null for her two years of service as the Student Trustee.

Currently administration is studying and developing scenarios for the possible return to campus in an effort to be ready when the government determines campus may reopen. Administration wants to ensure the safety of staff and students during the transitions with proactive planning.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, June 10, 2020.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 7:08 p.m. it was moved by Trustee White, seconded by Secretary Campos 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 Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of
Subdivision (d) of Government Code Section 54956.9
- F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146,
48900 et. Seq. and 48912(b)

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 7:54 p.m., it was moved by Trustee White, seconded by Trustee Orrin and unanimously carried, to reconvene in Public Session. President Cole reported there was no action taken in Closed Session.

ADJOURNMENT

At 7:55 p.m., on a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

Date: April 30, 2020
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Taft College Solar Project - BSK supplemental budget request.

Background:

Materials inspection and testing are required by the Division of the State Architect in order to meet code requirements and project specifications for the Taft College Solar Project.

BSK previously submitted a proposal for testing and inspection services totaling \$25,751, which was approved by the Board on March 11, 2020. Due to additional and necessary unforeseen testing the cost for services has increased to \$34,738.39, representing a total supplemental budget request of \$8,987.84. This cost will be paid up front by Taft College, reimbursed by Forefront at the end of the project, and rolled-in as an offset to the total contracted savings over the course of the 20-year agreement.

The additional costs from BSK Associates for materials testing and inspection services are both reasonable and necessary, and it is my recommendation that the Board of Trustees approve the attached proposal with supplemental budget request.

Terms (if applicable):

The agreement is effective through completion of the solar project.


Expense (if applicable):

Total estimated cost is \$34,738.39.

Fiscal Impact Including Source of Funds (if applicable):

\$34,738.39 offset from the contracted savings spread out over 20 years.

Approved: _____


Dr. Debra Daniels, Superintendent/President



700 22nd Street
Bakersfield CA 93301
P 661.327.0671
F 661.324.4218
www.bskassociates.com

May 5, 2020

BSK Proposal CB19-16513

Mr. Richard Treece
Director of Facilities & Planning
West Kern Community College District
29 Emmons Park Drive
Taft, California 93268

**SUBJECT: Supplemental Budget Request for Construction Materials Testing and Inspection Services
Taft College Solar Project
29 Cougar Court
Taft, California 93268**

Dear Mr. Treece;

As requested, BSK has prepared this supplemental budget request to complete Construction Materials Testing and Inspection Services for the Taft College Solar Project in Taft, California. This supplemental budget request has been prepared based on email correspondence since approximately April 13, 2020 and our understanding of the work that remains to be completed for the project.

Our preliminary estimates were prepared based on our experience with similar projects but without the benefit of a detailed schedule for the various phases of project construction. Based on our review of the original proposal and field reports and conversations with field staff, factors that contributed to project overages include:

- Six trips for drilled pier observation, versus two trips included in our original estimate;
- Six trips for rebar sampling/tagging due to different rebar manufacturers and heat numbers, versus one trip included in our original estimate;
- Eight trips for field welding inspection, versus three trips included in our original estimate;
- Fifteen trips for high strength bolting inspection, versus an estimated two trips required for similar projects.

In addition, it is our understanding that the progress of work was slowed due to the use of apprentice labor for the project. For your convenience, a breakdown summary of estimated and actual charges for this supplemental budget request is provided as an attachment.

SUPPLEMENTAL BUDGET REQUEST

Based on the breakdown summary of estimated and actual charges and our understanding of work that remains to be completed for the project, **BSK requests a supplemental budget in the amount of \$9,000** to complete the required construction inspection and materials testing services for the project.

As stated in our original proposal, we will charge our services on a time-and-materials basis in accordance with the hourly rates listed in our *Cost Estimate* for this prevailing wage project. The hours listed in our *Cost Estimate* are only estimates. We cannot account for delays of which we have no control such as, but not limited to, retest and reinspections, contractor's schedule, contractor's means and methods, or number of workers on contractor's crew. We will separate retests, reinspections, standby, cancellations, and other delays which increases our time on the project beyond what we estimated. We will bill travel time "portal-to-portal" from our Bakersfield office. We will bill in one-hour increments including travel. We will submit invoices on a monthly basis with work completed during the invoice period. To accommodate the construction schedule, we may need to employ

subcontract special inspectors. Should we need to employ subcontract special inspectors, we will bill their time on our invoices and charge their time as if they were BSK employees in accordance with our rates listed in our *Cost Estimate*. Tests and inspections not included in our scope of services above will be charged in accordance with our *2019 Schedule of Fees*.

As stated in our original proposal, we will notify you if it appears that the amount of time we spend working on the project may exceed our total budget estimate. However, due to the timing and nature of our services, this may not always be possible. We will make every effort to respond to your inspection needs on this project. To assure we provide the services you need, we request that you, or your authorized representative schedule inspection and testing services at least 48 hours in advance. To avoid show-up charges, please cancel requests for service at least two working hours in advance of our arrival time.

GENERAL CONDITIONS AND LIMITATIONS

BSK's services for additional construction inspection and materials testing will be performed under the terms and conditions of the original Agreement between Taft College and BSK Associates, effective March 11, 2020.

We provide material testing and inspection services to help ensure that the work is in substantial conformance with the project documents and as required by applicable jurisdictions. These services shall not be construed as acceptance of the work or relieve the contractor in any way from its obligations and responsibilities as outlined in the applicable construction documents. We assume no responsibility for the safety of others on the jobsite or the means and methods of construction.

We will perform our services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided. If changes occur in the design of the project, please notify us in writing.

AUTHORIZATION

If our supplemental work authorization and general conditions are acceptable, please sign our agreement and return to us. We will countersign the agreement and return a copy to you.

We appreciate the opportunity to work with you on this project. If you have questions, please call us at (661) 327-0671.

Sincerely,



On Man Lau, P.E., G.E.
South Valley Regional Manager
California Geotechnical Engineer #2644



Adam Terronez, P.E., G.E.
Bakersfield Branch Manager
California Geotechnical Engineer #2709

Enclosures: *Table 1: Budget Analysis*
Agreement for Construction Materials Engineering and Testing Services

AXT/OML/axt



TABLE 1: BUDGET ANALYSIS

Taft College Solar Project
BSK Job No. C19-482-61B

FIELD SERVICES	Estimated Budget					Actual through 3/31/2020			Estimated Total through 5/31/2020				
	DAYS	HRS/DAY	HOURS	RATE	COST	HOURS	RATE	COST	HOURS	RATE	COST		
Earthwork Construction													
Subgrade Soil Compaction Testing	3	6	18	\$123	\$2,214	0	\$123	\$0	0	\$123	\$0		
Drill Foundation													
Drill Foundation Inspection	2	6	12	\$123	\$1,476	26	\$123	\$3,198	26	\$123	\$3,198		
Concrete Construction													
Concrete Sampling	4	6	24	\$123	\$2,952	9	\$123	\$1,107	9	\$123	\$1,107		
Batch Plant Inspection	3	6	18	\$123	\$2,214	0	\$123	\$0	0	\$123	\$0		
Concrete Sample Pick Up	2	3	6	\$123	\$738	6	\$123	\$738	6	\$123	\$738		
Post Installed Anchor Inspection	3	4	12	\$123	\$1,476	0	\$123	\$0	0	\$123	\$0		
Steel Construction													
Rebar Shop Material ID and Tagging	1	4	4	\$123	\$492	21	\$123	\$2,583	21	\$123	\$2,583		
Rebar Inspection				\$123	\$0	12	\$123	\$1,476	12	\$123	\$1,476		
Steel Shop Material Identification	1	4	4	\$123	\$492	8	\$123	\$984	8	\$123	\$984		
Shop Welding Inspection	2	8	16	\$123	\$1,968	3	\$123	\$369	3	\$123	\$369		
Shop Welding Inspection (overtime)				\$184.50	\$0	5	\$184.50	\$922.50	5	\$184.50	\$922.50		
Shop Inspection (JE&B Engineering, Inc.)				-	\$0	15% markup		\$1,600	15% markup		\$2,520		
Field Welding Inspection	3	6	18	\$123	\$2,214	49	\$123	\$6,027	49	\$123	\$6,027		
Field Welding Inspection (overtime)				\$184.50	\$0	1	\$184.50	\$184.50	1	\$184.50	\$184.50		
High Strength Bolting Inspection				\$123	\$0	21	\$123	\$2,583	48	\$123	\$5,904		
NDT Testing	1	4	4	\$123	\$492	0	\$123	\$0	0	\$123	\$0		
Units Charges													
Mileage to Taft College (80 miles round trip)	25	80	2000	\$0.88	\$1,760	2160	\$0.88	\$1,901	2880	\$0.88	\$2,534		
FIELD SERVICES ESTIMATE					\$18,488	FIELD SERVICES ACTUAL			\$23,673	FIELD SERVICES ESTIMATE			\$28,547
LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	COST	SETS/UNITS	RATE	COST	SETS/UNITS	RATE	COST			
Maximum Dry Density (4" Mold)(ASTM-1557)	1 per material	3	\$225	\$675	0	\$225	\$0	0	\$225	\$0			
Maximum Dry Density (6" Mold)(ASTM-1557)	1 set per day / 50cy	6	\$247	\$1,482	0	\$247	\$0	0	\$247	\$0			
Compressive Strength of Concrete Sample	1 set per day / 50cy	6	\$130	\$780	4	\$130	\$520	4	\$130	\$520			
Steel Rebar - Bend and Tensile (per sample)	1 per Heat/size	5	\$140	\$700	5	\$150	\$750	5	\$150	\$750			
LABORATORY TESTING ESTIMATE					\$3,637	LABORATORY TESTING ACTUAL			\$1,270	LABORATORY TESTING ESTIMATE			\$1,270
OFFICE WORK		HOURS	RATE	COST	HOURS	RATE	COST	HOURS	RATE	COST			
Administrative Support Fee (7% of field and laboratory testing)		7% of Direct Cost		\$1,426	7% of Direct Cost		\$1,618.53	7% of Direct Cost		\$1,920.99			
Upload Certified Payroll to DIR Website (monthly charge @ \$300/month)		4	\$300	\$1,200	2	\$300	\$600	4	\$300	\$1,200			
Report Review by Project Manager		4	\$150	\$600	0	\$150	\$0	2	\$150	\$300			
Report Review by Engineer		2	\$200	\$400	5.5	\$200	\$1,100	7.5	\$200	\$1,500			
OFFICE WORK ESTIMATE					\$3,626	OFFICE WORK ACTUAL			\$3,319	OFFICE WORK ESTIMATE			\$4,921
TOTAL ESTIMATE					\$25,751	TOTAL ACTUAL THROUGH 3/31			\$28,261.33	TOTAL ESTIMATE THROUGH 5/31			\$34,738.39
										TOTAL SUPPLEMENTAL BUDGET REQUEST			\$8,987.84

AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2020, is by and between West Kern Community College District ("Client") and BSK Associates ("Consultant").

THE PROJECT is generally described as Taft College Solar Project

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- Supplemental Budget Request presented in BSK's proposal CB19-16513, dated May 5, 2020.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>Client</u>	<u>Consultant</u>
Signature:	_____	_____
Print Name:	_____	Adam Terronez, PE, GE
Title:	_____	Bakersfield Branch Manager
Company:	_____	BSK Associates
Address:	_____	700 22 nd Street
	_____	Bakersfield, California 93301
Date:	_____	_____



Date: June 2, 2020
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Second Presentation and Request for Approval - Tentative Agreement with the Taft College Faculty Association (TCFA) regarding the addition of Article 7.1.2, Dependent Priority Registration, to the Faculty Collective Bargaining Agreement

Background:

As part of the continuing dialogue through the TCFCBC, the parties have reached a consensus regarding the addition of Article 7.1.2, Dependent Priority Registration, to the current collective bargaining agreement as follows:

Article 7.1.2 Dependent Priority Registration: Priority registration (Placement in Group 2-1) is given to dependent(s) as defined by SISC, with priority registration extending beyond SISC eligibility for dependents who hold catalog rights from when they were SISC eligible. These priority registration rights are open to dependents as long as the qualifying employee maintains full time employment status with the District during the priority registration period

Terms (if applicable):

An implementation date of July 1, 2020.

Expense (if applicable):

Fiscal Impact Including Source of Funds (if applicable):

Approved: 

Dr. Debra Daniels, Superintendent/President

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

DEPENDENT PRIORITY REGISTRATION

This Tentative Agreement (“Agreement”) is made by and between the Taft College Faculty Association (“TCFA/CTA/NEA”) and the West Kern Community College District (“District”) (collectively referenced as the “parties”) with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the addition of Article 7.1.2, Dependent Priority Registration, to the Faculty Collective Bargaining Agreement.

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

1. The above recitals are true and correct.
2. The parties agree, effective July 1, 2020, Article 7.1.2, Dependent Priority Registration, shall be added in the Faculty Collective Bargaining agreement as follows:

Priority registration (Placement in Group 2-1) is given to dependent(s) as defined by SISC, with priority registration extending beyond SISC eligibility for dependents who hold catalog rights from when they were SISC eligible. These priority registration rights are open to dependents as long as the qualifying employee maintains full time employment status with the District during the priority registration period.

3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District’s Governing Board.

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

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

Dated: June _____, 2020

Dated: June _____, 2020

Board Approval:
First Presentation: May 13, 2020
Second Presentation/Approval: June 10, 2020

Date: May 21, 2020
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

First Presentation - Taft College Faculty Association ("TCFA/CTA/NEA") 2020-23 Collective Bargaining Agreement ("CBA")

Background:

Commencing July 1, 2017, the Taft College Faculty Collective Bargaining Committee participated in negotiation activities and came to consensus on several changes throughout the CBA. These negotiated changes were presented and ratified by TCFA and approved by this Board through various Tentative Agreements throughout the indicated time period.

The attached 2020-23 CBA between TCFA/CTA and the District incorporates the approved changes that have been made throughout the indicated time period to produce a new 2020-23 CBA.

Terms (if applicable):

An implementation date effective July 1, 2020 is recommended.

Expense (if applicable):

N/A.

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Dr. Debra Daniels, Superintendent/President

AGREEMENT

Between

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

And

TAFT COLLEGE FACULTY ASSOCIATION

CTA/NEA

2020-2023

Ratified: 05/20/2020
Effective: 07/01/2020
Terminating: 06/30/2023

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ARTICLE 1: AGREEMENT

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the **WEST KERN COMMUNITY COLLEGE DISTRICT** (“District”) and the **TAFT COLLEGE FACULTY ASSOCIATION, CTA/NEA** (“Association”). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 et seq, of the Government Code (“Act”).

ARTICLE 2: RECOGNITION

- 2.1** The District recognizes the Association as the Exclusive Representative for the faculty bargaining unit identified by the District in its resolution dated May 5, 1976, which is attached as Appendix “A”. Excluded from coverage under this Agreement are all other employees of the District.

ARTICLE 3: DEFINITIONS

- 3.1** The definitions set forth in this Article apply to each Article and paragraph of this Agreement except where an individual Article or paragraph contains a specific and different definition of the same word or phrase.
- 3.2** “Academic year” shall mean the period from the first work day of the Fall semester to the last workday of the following Spring semester.
- 3.3** “District” or “employer” means the West Kern Community College District, its officers, agents, or representatives, or their respective designees.
- 3.4** “Faculty” refers collectively to all District employees who are included in the bargaining unit described in Appendix A.
- 3.5** “Faculty member” shall mean an individual employee who is included in the bargaining unit described in Appendix A.
- 3.6** “Fiscal year” shall mean the period from July 1 of one calendar year to June 30 of the following calendar year.
- 3.7** “Immediate family” shall mean the spouse and parents, step-parents, foster parents, legal guardians, children, foster children, step children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the faculty member or of the faculty member’s spouse, or any person living in the immediate household of the faculty member. Under special circumstances a person who is not specifically listed may be included within the definition of “family” for purposes of utilizing applicable leave provisions of this Agreement, upon approval by the AEER committee.

- 3.8 “Regular faculty” or “regular faculty member” refers to the District’s full-time contract (probationary) employees who are employed pursuant to Education Code sections 87605, 87608(b), or 87608.5(b) and tenured (permanent) employees who are employed pursuant to Education Code sections 87605 or 87609 collectively or individually.
- 3.9 “Temporary faculty” refers to part-time or adjunct faculty who are employed up to and including sixty-seven percent (67%) of a full-time equivalent faculty assignment in accordance with Education Code section 87482.5.

ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 4.1 A faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessments in the Association. The authorization shall continue in effect from year to year unless revoked in writing.
- 4.1.1 The District shall deduct dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign an authorization after commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the current academic year.
- 4.1.2 With respect to all sums deducted, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction. The remittance shall be accompanied by an alphabetical list of faculty members for whom the deductions have been made which indicates the amount deducted for each faculty member.
- 4.1.3 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.
- 4.2 Upon appropriate written authorization, the District shall process payroll deductions, annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

ARTICLE 5: LEAVES OF ABSENCE

- 5.1 **General Provisions:** A faculty member who receives a paid leave of absence, unless otherwise provided in this Article, shall receive wages and District fringe benefit contributions as if the faculty member were in regular status.
- 5.1.1 A faculty member who is on an unpaid leave during any pay period shall receive the District fringe benefit (health and welfare) contribution for the balance of the pay period.

Except as provided by paragraph 5.1.1, a faculty member shall be allowed to maintain fringe benefit coverage pursuant to the terms of the District's insurance plans by making payment of the applicable premium or premiums in the manner required by the District.

- 5.1.2 A faculty member must contact the appropriate Educational Administrator sufficiently in advance of returning from a leave in order to allow for any necessary assignment modifications.
- 5.1.3 A faculty member who is absent from work other than for days authorized by State Law or by the Agreement is absent without leave ("AWOL"). The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for unauthorized absences. In addition, a faculty member who is absent without leave, or who fails to return to work as scheduled, may be subject to disciplinary action.
- 5.1.4 At its discretion, the District may require a physician's verification of an illness or injury. The District may also require that a faculty member visit a physician, at District expense, to obtain a statement relative to the faculty member's ability to fulfill the responsibilities of the faculty member's position in a safe, healthful and satisfactory manner.

5.2 Sick Leave: Regular faculty shall earn and be credited with one (1) day of Sick Leave at full pay for each contractual month of employment. Each temporary faculty member shall earn Sick Leave credit proportionate to that earned by a regular faculty member. Except as otherwise provided in the Article, Sick Leave shall be used for an illness, injury, or pregnancy and childbirth that causes a faculty member to be unable to appear for work and to render service to the District.

5.2.1 Sick Leave will be credited as of the first scheduled workday of a faculty member's contract year. Unused Sick Leave shall be carried over from one year to the next.

5.2.2 Overload and Adjunct Sick Leave: Regular faculty shall earn and be credited with one (1) hour of sick leave for each 17 hours of assigned overload, teaching or non-teaching, during the summer intersession, fall and spring semesters.* Temporary faculty shall earn and be credited with one (1) hour of sick leave for each 17 hours of assigned adjunct teaching or non-teaching during the summer intersession, fall and spring semesters.*

*Assignments paid by stipend are excluded.

Overload sick leave earned by regular faculty will be accumulated in a separate overload sick leave account and be carried over from one year to the next. Regular faculty will utilize any sick leave hours (including donations to the catastrophic leave fund) from the overload sick leave account first (with the exception of the (1) day of Personal Necessity Leave in section 5.4.3) before utilizing sick leave from their regular sick leave account. Regular faculty will be provided a report of accumulated sick leave hours in both their regular accounts and overload accounts by September 1st of each year.

Adjunct sick leave earned by temporary faculty will be accumulated in an adjunct sick leave account and be carried over from one year to the next. Temporary faculty will be

provided a report of accumulated sick leave hours in their adjunct account by September 1st of each year.

5.3 Extended Sick Leave: One hundred (100) days of Extended Sick Leave will be provided in addition to a faculty member's current year's Sick Leave credit and Sick Leave that is carried over from the prior academic year, as follows:

5.3.1 After all Sick Leave at full pay has been used and additional absence due to illness, injury or pregnancy and childbirth is necessary, the faculty member shall be eligible to utilize up to one hundred (100) days of Extended Sick Leave at fifty percent (50%) of the faculty member's regular rate of pay.

5.3.2 Parental Leave (AB2393)

For the purposes of this article "parental leave" shall be defined as "leave for reason of the birth of a child of the faculty member, or the placement of a child with a faculty member in connection with the adoption or foster care of the child by the faculty member".

In order to be eligible for parental leave, the full-time or part-time faculty member must have been employed by the District for a period of at least 12 months prior to taking the leave. In the instance where both parents are faculty members, each faculty member will be entitled to the benefit of article 5.3.2.

Consistent with the California Family Rights Act (CFRA) (Govt. Code § 12945.2) and Education Code section 87780.1, eligible faculty members are entitled to twelve (12) workweeks of parental leave. Twelve (12) workweeks mean the equivalent of 12 of the faculty member's normally scheduled workweeks. Faculty members are only entitled to one 12-workweek period of parental leave in any 12-month period. Any leave taken must be concluded within one year of the birth or placement of the child with the faculty member. Parental leave may be split over two academic years. For example, if a child is placed with a faculty member on April 15 of one year and he/she uses five (5) weeks of parental leave during that academic year, he/she will have seven (7) remaining weeks to use the following academic year prior to April 15 of year two.

Once a faculty member on parental leave exhausts all available sick leave, including all accumulated leave, they become eligible to receive fifty percent (50%) of their regular salary for the remaining leave period. For example, a faculty member uses seven (7) weeks of sick leave and accumulated sick leave during his/her parental leave (assuming this exhausts all such available leave) is then eligible to receive 50% of their regular salary for the remaining five (5) weeks of the 12-week leave period. Parental leave shall run concurrently with any parental or bonding leave taken pursuant to CFRA such that the aggregate amount of leave taken pursuant to this section, section 87780.1 and CFRA shall not exceed twelve workweeks in a twelve-month period. All requirements of CFRA shall apply to leave taken under this section except that an

employee is not required to have 1,250 hours of service with the District during the previous 12 month period in order to take parental leave pursuant to this section.

Parental leave does not have to be taken in one continuous 12-week period. The minimum duration of the leave shall be two weeks, except the District must grant a faculty member's request for a leave of less than two weeks duration on any two occasions and may grant additional requests. Parental leave and extended sick leave are separate and distinct benefits.

While out on parental leave the faculty member is entitled to receive any applicable health benefits the faculty member was receiving immediately before the commencement of the leave.

5.4 Personal Necessity Leave: A faculty member may elect to use not more than seven (7) days per academic year of unused Sick Leave for purposes of approved Personal Necessity Leave.

5.4.1 Utilization of the Leave shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. When possible, the Leave shall be requested through, and approved by, the District in advance of utilization.

5.4.2 A faculty member may elect to use up to (10) Leave days per year for the illness of or injury to members of the immediate family.

5.4.3 One day of Personal Necessity Leave in an academic year will be utilized without the limitations of paragraph 5.4.1 and will not be deducted from Sick Leave.

5.5 Bereavement Leave: A faculty member may utilize paid Bereavement Leave for the death of any member of the immediate family. Leave provided in this paragraph will not be deducted from Sick Leave.

5.5.1 The Leave will be for no longer than three (3) consecutive days, except that if out-of-state travel is required, five (5) consecutive days will be authorized. If in-state travel in excess of 200 miles one way is required, four (4) consecutive days will be authorized.

5.5.2 Leave in addition to the days provided by this paragraph may be available by application of paragraph 5.4 inclusive.

5.5.3 Normally, the Leave shall commence within (7) calendar days from the date of the death of the family member and the days used shall be taken consecutively, unless authorization is obtained from the District.

5.6 Judicial and Official Appearance Leave: Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons

not brought about through the initiation, connivance or misconduct of the faculty member as follows:

- 5.6.1 **Jury Duty**: A Leave without loss of salary shall be granted to a faculty member who is officially called for jury duty. Juror's fees, inclusive of mileage, received by the faculty member shall be retained by the faculty member.
- 5.6.2 **Court Appearance**: For any necessary court or agency appearances, the faculty member may utilize Personal Necessity Leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.
- 5.6.3 **Dismissal Hearings**: A faculty member, not under suspension, for whom a dismissal hearing is being held will be compensated at the regular rate for any absence(s) from regular duties while attending the hearing.
- 5.7 **Child Rearing Leave**: An unpaid Leave for a maximum of one (1) year (two (2) semesters) shall be granted upon request without pay to a faculty member for the purposes of child rearing, so long as the child is under five (5) years of age. An exception to this age limit would be considered if the faculty member adopts an older child who needs full-time care.
- 5.8 **Military Leave**: Military Leave shall be granted as required by the California Education Code and the California Military and Veterans' Code.
- 5.9 **Sabbatical Leave**: A faculty member may request a leave of absence under the Sabbatical Leave Program for study and/or travel.
 - 5.9.1 Purpose - The purpose of a sabbatical leave is for the faculty member to focus on travel and/or study that will strengthen the contribution that a faculty member makes to students, the institution, and in support of the mission of the District and its educational program.
 - 5.9.2 Eligibility - Faculty members who have served the District full-time for a period of six (6) consecutive years are eligible. An additional six (6) consecutive years of service are required for a subsequent sabbatical leave.
 - 5.9.3 Leave Period - Sabbatical leave may be granted for a period of not less than one (1) semester nor more than two (2) semesters. A sabbatical leave shall fall within the semester dates as indicated on the District calendar.
 - 5.9.4 Compensation - Compensation during the period of approved leave will be one hundred percent (100%) of salary, plus benefits for a one (1) semester leave, or fifty percent (50%) of salary, plus benefits for a two (2) semester leave. Compensation shall be paid in the same manner as if the unit member were on regular duty with the District.
 - 5.9.5 Service - A sabbatical leave qualifies as service to the District.

- 5.9.6 Liability - The District shall be free from any liability for the payment to, or on behalf of, an employee for damages arising out of death or injury or illness of an employee or death, injury or illness to another caused by an employee while on sabbatical leave.
- 5.9.7 Forms - All forms and timeline information necessary for sabbatical leave are available through the Office of Instruction.
- 5.9.8 Timeline - At the beginning of each academic year, the Superintendent/President will announce the number of potential faculty sabbaticals to be offered, if any, in the following academic year.
- 5.9.8.1 By the end of the Spring In-service, faculty members will submit written sabbatical leave proposals for the following academic year to the Academic Employer-Employee Relations (“AEER”) Committee for evaluation.
- 5.9.8.2 The Superintendent/President will forward recommendations to the Board of Trustees for the February Meeting of the Board.
- 5.9.8.3 The decision of the Board of Trustees to approve or disapprove sabbatical leaves will be rendered no later than the March Board Meeting.
- 5.9.8.4 If a sabbatical leave is approved, the faculty member will sign a Sabbatical Leave Certification by April 1.
- 5.9.8.5 If a sabbatical is denied, the faculty member has the option to schedule a meeting with the AEER Committee to ascertain why it was denied.
- 5.9.9 Rescission - A sabbatical leave may be rescinded by the employee no later than ninety (90) calendar days prior to the start of the semester(s) for which the sabbatical leave is scheduled.
- 5.9.10 Return -A Faculty member has a guaranteed right to return to work in his/her prior position. Faculty who are granted leaves for retraining to fill specific staffing needs of the District may be reassigned to a different position based upon the needs of the District. Upon return, and as per the Sabbatical Leave Certification, the faculty member agrees to serve the District for a minimum period of time equal to twice the period of sabbatical leave taken.
- 5.9.11 Report - The faculty member must submit a written final Sabbatical Leave Report to the AEER Committee by the first day of in-service following the leave. The AEER Committee will review the material presented and make a determination as to whether the terms of the sabbatical leave have been met. If accepted, the written report will be disseminated District-wide to all faculty, including the Academic Senate. Separate oral presentations of the report will be made by the faculty member District-wide during in-service, and to the Board of Trustees at a regularly scheduled meeting of the Board.

5.9.12 Penalty - The faculty member agrees to repay monies paid for the sabbatical leave in the event that the AEER determines that the obligations of the leave have not been met. Failure to complete an approved sabbatical project, including the required report, shall result in complete reimbursement or reduction of reimbursement of sabbatical compensation as determined by the Superintendent/President or designee.

5.9.13 Waiver - The Superintendent/President or designee shall have the right to waive any provision of this agreement regarding sabbatical leaves providing it is in the best interest of both the District and the faculty member.

5.10 General Leave: A regular faculty member may be granted General Leave. If granted, the Leave will be without compensation and shall normally be for a period not to exceed two (2) semesters. Exception to the length of the Leave may be granted.

5.10.1 The District may approve continuation of fringe benefit coverage as provided herein during the period of the approved Leave should it be determined that the purpose of the Leave is in the best interest of the institution.

5.11 Association Leave: The Association shall have (10) days of Association Leave. A faculty member who utilizes the Leave on behalf of the Association shall remain on paid status. The Association agrees to provide coverage or to pay the cost of a substitute if a substitute is utilized.

5.11.1 At least five (5) days in advance of a Leave, the Association President shall notify the appropriate Vice President of the name of the Association representative or representatives who have been authorized to utilize the Leave and the date or dates of the Leave. In addition, the notification shall set forth the proposed class coverage arrangements. Unless the proposed class coverage arrangements are approved by the appropriate Vice President, a substitute will be utilized and compensated as provided herein.

5.12 Faculty/Adjunct Faculty Employee Data and New Employee Orientations:

(Contract section added to comply with AB119, effective July 1, 2017) The Human Resources department will provide the Faculty Association President and Vice-president an electronic file via email containing all bargaining unit employee information for the current academic year (employee name, job title, department, work location, home phone number, personal cell phone number, personal email address, and home address) by September 1, February 1 and May 1 of each year. The information will be separated out into two categories, one containing full time faculty members and one containing adjunct faculty members.

The Office of Instruction shall provide the Faculty Association President and Vice-president at least ten days advance notice via email of all new employee (faculty or adjunct faculty) orientations. If the ten-day advance notice is not feasible due to extenuating circumstances, the notification will be sent as soon as possible prior to the orientation. The Faculty Association President or designee will attend the orientation. The Office of Instruction will schedule orientations during normal business hours. The Office of Instruction and the Human Resources department will include information provided by the Association in all packets of information given to new employees (faculty or adjunct faculty.)

- 5.13 **Non-Workdays:** Eleven and twelve-month regular faculty shall be credited with two (2) non-workdays for each contractual month of employment, for a total of 154 hours for eleven month and 168 hours for twelve month respectively. Non-workdays will be credited on July 1 of each year. Non-workday hours expire on June 30 of each year. Faculty members may choose to use non-work days anytime during the fiscal year. Used non-workdays are noted each month on an absent report and may be taken in increments of 15 minutes or more.

ARTICLE 6: WORKLOAD OBLIGATION

- 6.1 **Teaching Load:** The teaching load per academic year for regular instructional faculty shall not be less than the equivalent of thirty (30) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load. Lecture hours and laboratory hours will be as stated in the course catalog. For purposes of workload calculation, a faculty member on medical leave for an entire semester is credited with 15 units.

- 6.1.1 For purposes of calculating teaching load, lecture hours (credit or non-credit) are calculated on a one-to-one (1:1) basis. Laboratory courses will be classified as a general laboratory or an extensive laboratory. An extensive laboratory is a course in which laboratory components require extensive workload efforts that are equivalent to workload efforts in a lecture course. Unless specifically identified as an extensive laboratory through the curriculum review process that is in place for the affected academic year, a laboratory course shall be identified as a general laboratory.

6.1.1.1 A general laboratory hour is calculated at 75% of a lecture hour.

6.1.1.2 An extensive laboratory hour is calculated at 100% of a lecture hour.

6.1.1.3 Enrollment Limits: The enrollment limit for classes (distance learning and on-campus) is thirty-five (35) students. Faculty members may grant permission for additional students to enroll in a class over the enrollment limit, if space allows. The District may request additional students be enrolled in classes over the enrollment limit, if space allows. The District may request additional students be enrolled in classes over the enrollment limit, if space allows and it is determined than an enrollment error has occurred. In general, the thirty-five (35) student enrollment limit was designed to allow classes to fill to capacity with an anticipated attrition rate of up to five (5) student bringing the class size down to thirty (30) students for most classes.

6.1.1.3.1 Enrollment limits for some classes may be less than thirty-five (35) students due to curriculum guidelines or when scheduled in rooms with capacity limitations.

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

6.1.1.3.3 The enrollment limit for Science lab classes is twenty-four (24) students.

6.1.2 Once a faculty member's assigned teaching load equates to fifteen (15) hours for a given semester, each additional laboratory hour will be calculated at one hundred percent (100%) of a lecture hour.

6.1.3 Temporary or adjunct faculty members are paid hour for hour (1:1) when teaching a general lab, extensive lab or lecture course.

6.1.4 Full time faculty members or adjunct faculty members assigned to teach general or subject-specific cooperative work experience classes will be compensated per student based on the following formula:

$(\text{Overload/Adjunct hourly rate}) \times (3 \text{ hours}) \times (\text{Number of students enrolled in the course section at the course's first census}) = \text{Semester compensation}$

Mileage to the job sites will be reimbursed in accordance with the District's travel policy.

6.2 Workday: The workday of an instructional faculty member on a day when the faculty member is scheduled to teach will be determined based on the teaching schedule for the day. The workday for non-classroom faculty will average seven (7) clock hours, exclusive of a lunch period, five (5) days per week.

6.2.1 The workday on an instructional day when the faculty member is not scheduled to teach will be not less than seven (7) hours, exclusive of a lunch period.

6.2.2 The workday on graduation is a normal workday and shall include attendance at graduation which is a two (2) hour activity.

6.3 Work Year: Faculty who are full-time instructors shall be on responsible for instructional and other assigned duties for not less than one hundred seventy-five (175) days. Other faculty shall be on campus and responsible for regular and other assigned duties as contracted.

6.4 Other Assigned Duties: Other assigned duties of faculty members shall include program development, professional growth activities, committee assignments, meetings, student registration and recruitment activities and other professional assignments related to the educational program.

6.5 Assignments: The District shall post in an appropriate area and distribute to Division Chairpersons notices to inform of teaching assignments which may become available. Interested

faculty who meet the minimum qualifications or equivalency may apply for available assignments. Tenured faculty shall be given first consideration.

6.5.1 A faculty member who qualifies with equally non-employee applicants in meeting the needs of the institution for a given assignment shall be appointed to that assignment.

6.5.2 A committee consisting of the Vice President of Instruction, the Vice President of Student Services, the appropriate Division Chair, and the Academic Senate President, or designees, shall review applications and recommend the appointment of faculty to the Superintendent/President.

6.5.3 All other extra-duty assignments or projects offered to faculty will be posted and follow the Human Resources selection process. Hours will be clearly defined and will include written outcomes. First consideration will be given to TC faculty. Emergency assignments will be made with AEER Committee approval.

6.5.3.1 The District shall consult with the Faculty Association President or his/her designee to receive a recommendation regarding the compensation of all grant funded extra-duty assignments to be filled by faculty. This process shall be completed prior to posting.

6.5.4 Reduced Workload Program: An academic employee will be allowed to reduce his or her workload from full-time to part-time pursuant to Education Code section 87483 and to maintain retirement benefits pursuant to Education Code section 22713 or Government Code section 20815. Statutory requirements are as follows: The employee shall have reached the age of 55 prior to the reduction of his or her workload; The employee shall have been employed in an academic position or a position requiring certification qualification, or both, for at least 10 years, of which the immediately preceding five years were full-time employment without a break in service, except as provided by Education Code section 87483(c); The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee; The employee shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment; The employee shall retain all other rights to and benefits for which he or she makes the payments that would be required had he or she remained in full-time employment; The employee shall receive health benefits as provided in Government Code section 53201 in the same manner as a full-time employee; The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's employment during his or her final year in a full-time position; The period of part-time employment for an employee who is subject to Education Code section 22713 shall not exceed 10 years; and The period of part-time employment for an employee who is subject to Government Code section 20815 shall not exceed 5 years and shall not extend beyond the end of the college year during which the employee reaches his or her 70th birthday.

6.5.4.1 Application Procedures: The employee must submit a Reduced Workload Program Agreement Application (available from Human Resources) to the District

by October 1st of the college year prior to commencement of the reduced workload assignment; A Reduced Workload Contract, which specifies the terms and conditions of the employee's Reduced Workload Program shall be provided to the employee not less than 30 days following the District's receipt of the completed Application; and; The employee may withdraw an Application at any time prior to final agreement on the Reduced Workload Contract.

6.5.4.2 Once the District and an employee have entered into a Reduced Workload Contract, any modification of the Contract shall be only by mutual consent of the District and the employee.

6.5.4.3 Notwithstanding any other provision of this Agreement, an employee who has entered into Reduced Workload Contract shall participate in faculty non-teaching activities as required by the terms of the then-current District/Faculty Association Collective Bargaining Agreement for a full-time faculty member in a pro rata share of the reduced workload.

6.5.5 Adjunct/Temporary Faculty Assignment Procedures:

(Contract section added to comply with SB 1379 effective 7/1/17)

In all cases, adjunct/temporary faculty instructional and non-instructional assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no adjunct/temporary faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct/temporary faculty member.

6.5.5.1 Assignment of Adjunct/Temporary Faculty: Course offerings/assignments are created to best serve the students. Full-time faculty are assigned courses/assignments first. The Division chairperson has the primary responsibility for determining adjunct assignments for any remaining courses/assignments and making those recommendations to the supervising vice-president.

Priority consideration for adjunct assignments shall follow the order of criteria shown below (accrual of all categories 1-5 beginning 7/1/17):

- 1) results of adjunct faculty evaluations
- 2) availability, willingness, and expertise of adjunct faculty for specific assignments
- 3) number of sections of a specific course or number of specific non-instructional assignments in the preceding three (3) years
- 4) number of courses taught by adjunct faculty within the subject area or number of non-instructional assignments in the preceding three (3) years
- 5) length of service by adjunct faculty to Taft College

The Office of Instruction shall maintain the following information and provide the Division chairpersons with updated information no later than the end of the first week of each semester. (accrual of all categories 1-4 beginning 7/1/17)

- 1) results of adjunct faculty evaluations (satisfactory or unsatisfactory) by division
- 2) number of sections of a specific course or number of specific non-instructional assignments in the preceding three (3) years
- 3) number of courses taught by subject area and semester or number of non-instructional assignments in the preceding three (3) years
- 4) length of service to Taft College (date of first faculty assignment)

6.5.5.2 Appeal Process: If an adjunct/temporary faculty member believes that this procedure has been violated, he/she may file a grievance pursuant to article 8.2 of the collective bargaining agreement.

6.5.6 Face-to-Face Teaching in Correctional Institutions: Faculty is not required to teach at correctional institutions. Faculty who are willing to teach a course or courses on a semester basis must complete and maintain the certification requirements for each correctional institution to be eligible to teach face-to-face or provide related services at that institution. (The only exception would be faculty that have duties at the correctional facilities as part of their current job descriptions.)

Faculty will be paid at the appropriate adjunct hourly rate for approved and required time spent to complete and maintain certifications.

Faculty who teach face-to-face or provide related services in a correctional institution are eligible for mileage reimbursement as per the current Taft College mileage policy.

Assignments for faculty who have completed the certification requirements to teach or provide related services at correctional institutions will be made through the same process as other faculty assignments.

Certification requirements for each correctional institution will be available in the Office of Instruction. A list of certified faculty for each institution will be maintained by the Office of Instruction.

6.6 Office Hours: Teaching faculty will schedule and be present for a total of five (5) hours per week at a time when classes are in session. Each faculty member shall develop an office hour schedule that is convenient both to the needs and schedules of their students and to the faculty member's teaching schedule

6.6.1 An office hour shall not be less than sixty (60) clock minutes. Office hours shall be posted at the entrance to the faculty member's office and shall be filed with the Vice President of Instruction at the start of each semester.

6.6.2 As provided by Education Code §87880 and subject to continued state funding, a temporary faculty member who has an assigned teaching load of sixty percent (60%) or

greater has the option to schedule and hold one and a half (1-1/2) paid office hours per week. A temporary faculty who has an assigned teaching load of forty percent (40%) and less than sixty percent (60%) has the option to schedule and hold one (1) paid office hour per week. A temporary faculty who has an assigned teaching load of twenty percent (20%) but less than forty percent (40%) has the option to schedule and hold one half hour (1/2) paid office per week.

6.7 Division Chairs: The duties and responsibilities of the Division Chairs shall be determined by the Taft College Faculty Collective Bargaining Committee and shall be listed in the Faculty Handbook.

6.8 Faculty Evaluation Process: The Faculty evaluation processes should be a collegial and positive opportunity for professional and personal development in order to promote excellence in instruction and service to students.

6.8.1 Procedure for Evaluation of Contract Faculty: Tenure track contract faculty members shall be evaluated annually during the first four years of employment. Non-tenure track contract faculty members shall be evaluated annually for duration of employment. Every contract faculty member will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances. Spring evaluations will only take place with prior approval by the Supervising Administrator.

The evaluation process document will be prepared and distributed to the Contract Faculty Member, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluation shall include: (see timeline)

1. Curriculum Packet (if applicable)
2. Peer and Supervising Administrator observations
3. Director of Distance Learning observation (if applicable)
4. Student evaluations (if applicable)
5. Self evaluation
6. Peer evaluation
7. Supervising Administrator evaluation

Teaching Faculty	Non-Teaching Faculty Non-Counselor	Non-Teaching Faculty Counselor
Curriculum Packet		
Peer and Supervising	Peer and Supervising	Peer and Supervising

Administrator Observations	Administrator Observations	Administrator Observations
Director of Distance Learning observation (if applicable)		
Student Evaluations		Student Evaluations
Self Evaluation	Self Evaluation	Self Evaluation
Peer Evaluation	Peer Evaluation	Peer Evaluation
Supervising Administrator Evaluation	Supervising Administrator Evaluation	Supervising Administrator Evaluation

Curriculum Packet

A teaching contract faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for peer committee review and evaluation by the end of the 7th week of the fall semester, or for spring evaluations, by the end of the 2nd week of the spring semester. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson
- c. sample assignment
- d. sample assessment i.e. test or quiz

Peer and Supervising Administrator Observation Process

A peer evaluation committee shall be determined by the end of the 7th week of the fall semester of each academic year. The Division Chair shall determine a peer evaluation committee consisting of the Division Chair and at least 2 faculty members for contract faculty members.

The Supervising Administrator (Superintendent/President and Vice Presidents) and each member of the peer evaluation committee shall conduct a classroom and/or workplace observation of at least one of the contract faculty members' sessions within the 8th to 16th weeks of the fall semester or, for spring evaluations, on or before the last day of the 5th week of the spring semester.

The Supervising Administrator and each peer evaluation committee member shall meet with the contract faculty member in person within five working days of the observation to discuss the observation and both parties shall sign and date the observation document at the conclusion of the meeting. The peer evaluation committee shall meet to formulate their comments and

recommendations and then forward a recommendation memo for retention, retention with qualification or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7th week of the spring semester.

Director of Distance Learning Observation

The Director of Distance Learning shall contact the contract faculty member by the end of the 7th week of the fall semester or, for spring evaluations, by the end of the 1st week of the spring semester to determine which distance learning course the contract faculty member would like observed.

The Director of Distance Learning shall conduct an observation of the identified distance learning course within the 8th to 16th weeks of the fall semester or, for spring evaluations, within the 2nd to 5th weeks of the spring semester.

The Director of Distance Learning shall meet with the contract faculty member within five working days of the observation to discuss the observation. The Director of Distance Learning shall submit the completed observation form to the Division Chair and Supervising Administrator on or before the Friday of the 16th week of the fall semester or, for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Student Evaluations

Teaching Faculty

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the teaching contract faculty member teaches during the semester by the end of the 9th week of the fall semester, or for spring evaluations, by the end of the 1st week of the spring semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the teaching contract faculty member teaches during the semester by the end of the 9th week of the fall semester, or for spring evaluations, by the end of the 1st week of the spring semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall semester, or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

The HRD will notify the teaching contract faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the contract faculty member's responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by a contract faculty member, a person other than that contract faculty member will administer the evaluation instrument on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester. Exceptions may include but not be limited to short-term courses. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

For each distance learning section taught by the contract faculty member, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Non-Teaching Faculty Non-Counselor

(student evaluations not applicable)

Non-Teaching Faculty Counselor

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall or spring semester for dissemination between the 1st through 13th weeks of the fall semester or for spring evaluations between the 1st and 5th weeks of the spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each faculty member. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the contract faculty member once final grades are submitted.

Self Evaluation

Faculty members must complete a self-evaluation for each area of contract responsibility. The self-evaluation will include a written evaluation to address areas outlined in the teaching and non-teaching faculty self-evaluation guidelines. The self-evaluation is due to the Supervising Administrator and to the Division Chair for peer committee review on or before the 1st day of the 2nd week of the January in-service for the fall semester, or for spring evaluations, on or before the Friday of the 6th week of the spring semester.

Peer Evaluation

The peer evaluation committee shall meet to formulate their comments and recommendations and then forward a recommendation memo for retention, retention with qualification or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7th week of the spring semester.

Supervising Administrator Evaluation

After the Supervising Administrator (Superintendent/President and Vice Presidents) reviews the Peer Evaluation Committee's recommendation and documentation, an appointment will be arranged by the office of the Supervising Administrator to discuss the evaluation with the contract faculty member on or before the last Friday of January for the fall semester or, on or before the Friday of the 7th week of the spring semester.

The Supervising Administrator's recommendation for retention, retention with qualification or non-retention to the Superintendent/President and supporting documentation is due to the Human Resources Department on or before the last Friday of January for the fall semester or, for spring evaluations, on or before the Friday of the 7th week of the spring semester.

In the event the evaluation yields retention with qualification, the Peer Evaluation Committee and Supervising Administrator, in coordination with the Human Resources Department, will outline the areas of concern in a separate document by the end of March and progress will be addressed in the next evaluation.

Contract Faculty Evaluation Timeline Fall Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 9 th week of the semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week

Self Evaluation	On or before the 1 st day of the 2 nd week of the Jan. in-service to the Division Chair and Supervising Administrator
Peer Evaluations	On or before the Friday of the 2 nd week of the Jan. in-service to the Supervising Administrator
Supervising Administrator Evaluations	On or before the last Friday in January to the Human Resources Department

Contract Faculty Evaluation Timeline	
Spring Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 2 nd week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 2 nd to 5 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 2 nd to 5 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 1 st week of semester; Student completion within the 2 nd to 5 th weeks of the semester For counselors HRD disseminates within the 1 st to 5 th weeks of the semester; Student completion by end of the 5 th week
Self Evaluation	On or before the Friday of the 6 th week to the Division Chair and Supervising Administrator
Peer Evaluations	On or before the Wednesday of the 7 th week to the Supervising Administrator
Supervising Administrator Evaluations	On or before the Friday of the 7 th week to the Human Resources Department

6.8.2 Procedure for Evaluation of Tenured Faculty: Tenured faculty members (professors) shall be evaluated every third year upon attaining tenure. Each professor will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances.

The evaluation process document will be prepared and distributed to the professor, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluations shall include:

1. Student evaluations (if applicable)
2. Self evaluation
3. Peer Evaluation and Statement of Compliance
4. Supervising Administrator Evaluation Meeting

Tenured Faculty (Professor)
Student Evaluations (if applicable)
Self Evaluation
Peer Evaluation and Statement of Compliance
Supervising Administrator Evaluation Meeting

Student Evaluations

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the professor teaches during the semester by the end of the 9th week of the fall semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the professor teaches during the semester by the end of the 9th week of the fall semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall semester. The HRD will notify the professor of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the professor's responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by the professor, a person other than that professor will administer the evaluation instrument on or before Friday of the 13th week of the fall semester. The completed evaluations shall be turned into the Human Resources Department on or before Friday of the 13th week of the fall semester. For each online section taught by the professor, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before Friday of the 13th week of the fall semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

Non-Teaching Faculty Non-Counselor

(student evaluations not applicable)

Non-Teaching Faculty Counselor

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall semester for dissemination between the 1st through 13th weeks of the fall semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each professor. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the professor once final grades are submitted.

Self Evaluation

A professor shall submit a complete self-evaluation packet to the Supervising Administrator on or before the 2nd Friday in March. A complete self-evaluation packet consists of a written evaluation indicating strengths and areas of improvement. The self-evaluation will include a written evaluation to address the four general areas outlined below:

Teaching Faculty	Non-Teaching Faculty
Subject Matter	Accomplishments
Methodology	Professional Development

Professional Relations	Professional Relations
Growth Plan	Growth Plan

Peer Evaluation and Statement of Compliance

A professor shall select 3 peer committee members of their choice. Each peer committee member reviews the professor’s self-evaluation materials and provides feedback to the professor and signs the Statement of Compliance form on or before the first Friday in March

Supervising Administrator Evaluation Meeting

After the Supervising Administrator reviews the professor’s evaluation materials, an appointment will be arranged by the office of the Supervising Administrator to discuss the evaluation with the tenured faculty member on or before the 3rd Friday in May.

The Supervising Administrator shall complete their portion of the Statement of Compliance form and send with supporting documentation to the Human Resources Department on or before the last Friday in May.

Tenured Faculty Evaluation Timeline	
Fall Semester	
Document	Deadline
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Peer Evaluation and Statement of Compliance	On or before the first Friday of March
Self Evaluation	On or before the 2 nd Friday of March to the Supervising Administrator
Supervising Administrator Evaluation	On or before the 3 rd Friday in May to the Human Resources Department

6.8.3 Procedure for Evaluation of Adjunct Faculty: Adjunct Faculty members shall be evaluated for a minimum of one class section per discipline for the first two semesters of teaching. From the third semester onward, if any *new* disciplines are taught, the Adjunct Faculty member shall be evaluated a minimum of one class section per discipline. After the first two semesters, the Adjunct Faculty member shall be evaluated a minimum of once every third calendar year of teaching.

Adjunct Counselors shall be evaluated for a minimum of one counseling session for the first two semesters of counseling. From the third semester onward, if working in a new or different program, the Adjunct Counselor shall be evaluated a minimum of one counseling session in the new or different program. After the first two semesters, the Adjunct Counselor shall be evaluated a minimum of once every third calendar year for the duration of employment.

The evaluation process document will be prepared and distributed to the Adjunct Faculty member, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall or spring in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluation shall include:

1. Curriculum Packet (if applicable)
2. Division Chair (or designee) and Supervising Administrator (or designee) observations
3. Director of Distance Learning observation (if applicable)
4. Student evaluations (if applicable)
5. Division Chair (or designee) evaluation and Division Chair recommendation
6. Supervising Administrator (or designee) evaluation and Supervising Administrator recommendation

Teaching Adjunct Faculty	Non-Teaching Adjunct Counselor
Curriculum Packet	
Division Chair (or designee) and Supervising Administrator (or designee) Observations	Division Chair (or designee) and Supervising Administrator (or designee) Observations
Director of Distance Learning Observation (if applicable)	
Student Evaluations	Student Evaluations
Division Chair (or designee) Evaluation and Division Chair Recommendation	Division Chair (or designee) Evaluation and Division Chair Recommendation

Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation
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Curriculum Packet

A teaching Adjunct Faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for review and evaluation by the end of the 7th week of the semester. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson
- c. sample assignment
- d. sample assessment i.e. test or quiz

Division Chair (or designee) and Supervising Administrator (or designee) Observation Process

The Supervising Administrator (or designee) and Division Chair (or designee) shall conduct a classroom and/or workplace observation of at least one of the Adjunct Faculty member’s sessions within the 8th to 16th weeks of the fall or spring semester.

The Supervising Administrator (or designee) and Division Chair (or designee) shall meet with the Adjunct Faculty member in person within five working days of the observation to discuss the observation and both parties shall sign and date the observation document at the conclusion of the meeting.

Director of Distance Learning Observation

The Director of Distance Learning shall contact the Adjunct Faculty member by the end of the 7th week of the fall or spring semester to determine which distance learning course the Adjunct Faculty member would like observed.

The Director of Distance Learning shall conduct an observation of the identified distance learning course within the 8th to 16th weeks of the fall or spring semesters.

The Director of Distance Learning shall meet with the Adjunct Faculty member within five working days of the observation to discuss the observation. The Director of Distance Learning shall submit the completed observation form to the Division Chair and Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester.

Student Evaluations

Adjunct Faculty Teaching

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the Adjunct Faculty member teaches during the semester by the end of the 9th week of the fall or spring semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the Adjunct Faculty member teaches during the semester by the end of the 9th week of the fall or spring semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall or spring semester.

The HRD will notify the Adjunct Faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the Adjunct Faculty member’s responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by an Adjunct Faculty member, a person other than that Adjunct Faculty member will administer the evaluation instrument on or before the Friday of the 13th week of the fall or spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

For each distance learning section taught by the Adjunct Faculty member, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Adjunct Faculty Counselors

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall or spring semester for dissemination between the 1st through 13th weeks of the fall or spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each Adjunct Faculty member. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the Adjunct Faculty member once final grades are submitted.

Division Chair (or designee) Evaluation and Division Chair Recommendation

The peer evaluation form, from the Division Chair (or designee), is due to the Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester. The Division Chair recommendation memo, is due to the Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester.

Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation

The Supervising Administrator reviews the observation documents and Division Chair recommendation memo and then makes a recommendation for eligible for re-employment, eligible for re-employment with qualification, or not eligible for re-employment. The Supervising Administrators recommendation and supporting documents are due to the Human Resources Department on or before the Friday of the 17th week of the fall or spring semesters.

Adjunct Faculty Evaluation Timeline	
Fall Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 3 rd week of semester; Student completion within the 4 th to 8 th weeks of the semester for short-term classes HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Division Chair (or designee) Evaluation Division Chair Recommendation	On or before the Friday of the 16 th week of the semester to the Supervising Administrator
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	On or before the Friday of the 17 th week of the semester to the Human Resources Department

Adjunct Faculty Evaluation Timeline	
Spring Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 3 rd week of semester; Student completion within the 4 th to 8 th weeks of the semester for short-term classes HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Division Chair (or designee) Evaluation Division Chair Recommendation	On or before the Friday of the 16 th week of the semester to the Supervising Administrator
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	On or before the Friday of the 17 th week of the semester to the Human Resources Department

Appeal Process

If any Faculty members under sections 6.8.1-6.8.3 believe that the evaluation process has been violated, he/she may file a grievance pursuant to article 8.2 of the collective bargaining agreement.

6.9 Security Video Monitoring and Surveillance Technology: Video monitoring will not be used to view or record workstations, including private offices, desks or cubicles, classrooms, or rooms where students, staff and/or faculty commonly work, study, or hold discussions, living areas, or other common-use areas where a reasonable expectation of privacy exists.

Video and access control security records will not be used for purposes related to the evaluation of employee job performance, nor will they be used as a means to track employee attendance and/or as a timekeeping record. However, the District may use such records in support of disciplinary proceedings against faculty, staff, or student(s), in a civil suit against person(s) whose activities are shown on the recording and are the basis for the suit. The Director of Campus Security or an authorized District administrator shall only perform review of video records, with a good faith reason for review.

Security cameras will not be monitored in real time with the exception of those located in the Campus Safety and Security office; as an immediate response to the report of criminal activity on campus; suspicious behavior or in the course of an ongoing investigation of criminal activity. Cameras shall only be reviewed and monitored by the Director of Campus Security or an authorized District administrator with a good faith reason for the review.

Information obtained in violation of the District's campus security camera policy may not be used in a disciplinary proceeding (with the exception of alleged criminal activity) against a faculty member. It is not the intent of the policy to use security cameras for the monitoring of faculty or employees for disciplinary purposes, performance evaluations, or corrective action.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of proposed installation of new cameras. The Faculty Association will notify the Administration within 10 days if they believe the new cameras are not in compliance with the campus security camera policy prior to the cameras being activated.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of any proposed changes to the campus security camera policy or if any new security or surveillance technology is to be installed or activated by the District.

ARTICLE 7: COMPENSATION & BENEFITS

7.1 Benefits

7.1.1 **Insurance Benefits:** The District shall provide health and welfare benefits for active full time faculty members and their eligible dependents as follows: Payment of monthly premiums for District Options Plan D or G to include medical, prescription, employee assistance program (EAP), vision, dental with orthodontia and life insurance coverage. Active full-time faculty members and their eligible dependents may select District Option Plan A, however, the full-time faculty member shall pay the difference in cost between

Plans A and D by monthly payroll deductions through the District's Section 125 plan. Further details regarding the health insurance benefits are described in Appendix F.

7.1.2 Dependent Priority Registration: Priority registration (Placement in Group 2-1) is given to dependent(s) as defined by SISC, with priority registration extending beyond SISC eligibility for dependents who hold catalog rights from when they were SISC eligible. These priority registration rights are open to dependents as long as the qualifying employee maintains full time employment status with the District during the priority registration period.

7.2 Faculty Salary Schedule: Placement on the Faculty Salary Schedule shall be based on earned college degrees and acceptable units of post-baccalaureate work. (see appropriate Salary Schedule - Appendix B1, B2, or B3)

7.2.1 In moving from one class to another, a faculty member will move laterally on the schedule to the next step (reflective of total service credit) in the new class.

7.2.2 Rules governing classification and placement of Vocational Instructors will be consistent with Title 5 and "Minimum Qualifications for Faculty & Administrators in California Community Colleges;" publication. (H.R. Div., CCC Chancellor's Office)

7.2.3 Service Credit: A service credit step shall be defined as one year of teaching experience and a recorded attendance of at least 75% of the two eligible committees to which the faculty member has been assigned, from the beginning of the school year in August through April 30th or a service credit step shall be defined as one (1) year of teaching experience and recorded attendance of at least 75% of the one (1) eligible committee to which the faculty member has been assigned and completion of at least 75% of approved alternative committee service from the beginning of the school year in August through April 30th.

An eligible committee is defined as an AEER approved committee that is scheduled to meet once a month or a minimum of ten (10) hours during the academic year. Alternative Committee Service is defined to be a minimum of ten (10) hours of mutually agreed upon service to the District. Alternative Committee Service must be pre-approved by the Supervising Educational Administrator and completed by the end of each academic year.

7.2.3.1 The Academic Senate President, the Vice President of Instruction, and/or the Vice President of Student Services shall jointly assign each faculty member to one (1) or two (2) eligible committees as defined in the faculty handbook, in order to satisfy this service credit requirement.

7.2.3.1.1 Each faculty member's committee assignments shall be listed on the faculty member's assignment sheet at the beginning of each semester.

- 7.2.3.1.2 All chairpersons of Taft College committees to which faculty members are assigned shall record the attendance of committee meetings and will provide a copy to the Office of Instruction by April 30th of each year.
- 7.2.3.1.3 It shall be the responsibility of each faculty member to ensure that his or her committee attendance is recorded.
- 7.2.3.1.4 A faculty member may serve on more than two (2) committees on a volunteer basis.
- 7.2.3.1.5 Each faculty member shall automatically be credited with one (1) step of service credit for each year of experience under contract unless the AEER committee shall determine that the faculty member has not met the service credit requirements for that year by:
1. Failure to teach the assigned load as listed on the assignment sheet, or
 2. Failure to attend at least 75% of all committee meetings that the faculty member is assigned to and as listed on the assignment sheet, or
 3. Failure to complete at least 75% of approved Alternative Committee Service.
- 7.2.3.1.6 Any faculty member denied service credit shall be ineligible for overload assignment for the next school year.
- 7.2.3.2 Accelerated Service: Accelerated service credit may be granted to Step 24 on the salary schedule as per paragraph 7.2.3.2.1. A faculty member will be placed on the appropriate service step based upon attainment of the requisite years of service.
- 7.2.3.2.1 Accelerated movement to Step 24 based on professional growth is an option for each faculty member. Accelerated movement may be achieved by completion of twelve (12) professional growth units to Step 24 provided by the District or a combination of in-service classes plus approved college level work, or by completion of approved college level work. A faculty member must satisfy the unit requirement by completing twelve (12) professional growth units, while the faculty member is in Class VII, Steps 4-17 for advancement to Step 24. When a faculty member completes the unit requirement and a complete academic year on Step 18, advancement to Step 24 shall be granted effective at the beginning of the employee's contract year.
- 7.2.3.3 The District will offer a three (3) semester unit in-service class for salary schedule or service credit each year during the term of this contract.
- 7.2.3.3.1 Excess credit may be applied to change in class where appropriate.

7.2.3.4 As set forth in this section, the following may constitute a satisfactory equivalent for the required college work. A satisfactory equivalent may be in the fields of travel, research, community service, work experience including college summer school teaching or In-Service training. Only in exceptional cases will this substitution fulfill all the college credit required.

7.2.3.4.1 Travel: Only trips of outstanding educational value will be considered.

7.2.3.4.2 Research: Includes work such as fact-finding in connection with gathering materials for publishing professional books, articles, etc., new course development or educational studies assigned by the Superintendent/President.

7.2.3.4.3 Community Service: Outstanding leadership in community affairs, which not only makes a real contribution to the community and the institution, but increases one's value as a faculty member.

7.2.3.4.4 Work Experience: Only work experience of outstanding educational value in related fields will be considered.

7.2.3.4.5 In-Service Training: Approved In-Service Training may be accepted.

7.2.3.4.6 Continuing Education Units: Approved pursuant to the AEER committee guidelines. One CEU Credit (10 hours class time) = 1/3 semester unit. **In evaluating private instruction, 50 hours of instruction and practice are considered equivalent to one unit.

7.2.3.5 To request approval for salary credit units during the fall and spring semesters, a Salary Credit Request Form must be submitted to the appropriate supervising administrator no later than 5 business days after the first day the faculty member begins salary credit activities. The supervising administrator will notify the faculty member within 5 business days whether the request was approved or denied. Evidence of successful completion of approved salary credit activities must be submitted to the Human Resources Department on or before May 31 of the year in which the faculty member plans to apply the salary credit.

7.2.3.6 To request approval for salary credit units from June 1 to the Friday prior to the fall semester, a Salary Credit Request Form must be submitted to the appropriate supervising administrator no later than 5 business days after the first day the faculty member begins salary credit activities. The supervising administrator will notify the faculty member within 5 business days whether the request was approved or denied. Evidence of successful completion of approved salary credit activities must be submitted to the Human Resources Department on or before the Friday prior to the fall semester.

7.2.3.7 The Human Resources Department shall provide each full-time faculty member a report detailing their total salary credit units on or before May 10 of each academic year.

7.2.3.8 Professional Development Hours for Temporary (Adjunct) Faculty

Temporary (adjunct) faculty (excluding permanent, full-time faculty teaching overload, management and classified adjuncts) are eligible to earn professional development hours during any Fall or Spring semester they have a teaching assignment with the District. Professional development hours must be pre-approved by submitting the professional development form to the temporary faculty member's supervising Vice-President. The number of eligible paid professional development hours per semester is based on the number of hours a temporary faculty member teaches per week. If a temporary faculty member's load equals 9 hours per week, then up to 9 hours of professional development can be paid per semester. Professional development hours are compensated during the final pay period of each semester. If a temporary faculty member earns more professional development hours during one semester than their load, the excess hours can be banked for up to one year and paid out during subsequent semesters, provided the temporary faculty member has a teaching assignment with the District.

Temporary (adjunct) faculty (excluding permanent, full-time faculty teaching overload, management and classified adjuncts) are eligible to earn professional development hours during any Fall or Spring semester they have a counseling assignment with the District. Professional development hours must be pre-approved by submitting the professional development form to the temporary faculty member's supervising Vice-President. The number of eligible paid professional development hours per semester is based on the number of hours a temporary faculty member is working as an adjunct counselor per week. (See table below). If a temporary counseling faculty member is employed greater than 14 hours but less than or equal to 21 hours per week, then up to 6 hours of professional development can be paid per semester. Professional development hours are compensated during the final pay period of each semester. If a temporary counseling faculty members earns more professional development hours during one semester than they are eligible for, the excess hours can be banked for up to one year and paid out during subsequent semesters, provided the temporary faculty member has a counseling assignment with the District.

Adjunct Counselor Hours	Eligible Professional Development Hours
$28 < x \leq 35$	10
$21 < x \leq 28$	8
$14 < x \leq 21$	6
$7 < x \leq 14$	4
$0 < x \leq 7$	2

Examples of eligible professional development activities and the form are available on the Taft College website under the Faculty resources tab.

- 7.2.4 Persons Entering the System: A first-year member will be initially placed within a classification according to the maximum academic coursework achievement at the time they enter the service of the West Kern Community College District. Advancement in

classification (lateral movement on the salary schedule) may be achieved by taking the additional work necessary to meet the qualifications of the next higher class.

7.2.4.1 Related experience (other than that referred to in 7.2.2) previous to employment by the West Kern Community College District shall be credited on the basis of year for year actual experience time up to eight (8) steps on the salary schedule.

7.2.4.2 All degrees and units shall be from an accredited institution.

7.2.4.3 Exception upward to the regular schedule may be made at the discretion of the District when supply and demand or other conditions make it advisable.

7.2.5 Prior Experience or Professional Training: A faculty member who claims prior experience or professional training shall be responsible for obtaining official statements and records for the District. The District will evaluate the statements and records. The faculty member shall substantiate all credits to be applied for salary placement purposes during the following year by providing transcripts of record to the District.

7.2.5.1 Credit for military service will be given to those faculty members who met minimum qualifications prior to entering military service. Credit shall be given at the rate of one year's credit for two years of military service.

7.2.6 Persons Teaching Adjunct/Overload: A first year adjunct and full-time faculty member teaching an overload assignment, will initially be placed on Step 1 of the Hourly Rate portion of the Extra Duty Compensation Faculty Salary Schedule, Appendix B-1. The regular and temporary faculty member shall teach two (2) semesters prior to advancing to the next Step.

7.2.6.1 Related experience previous to employment by the West Kern Community College District shall be credited on the basis of a year for year actual experience time up to Step 3 on the Hourly Rate portion of the Extra Duty Compensation Faculty Salary Schedule, Appendix B-1. Related experience can be prior teaching experience or professional/industry experience related to the subject being taught.

7.3 Faculty Salaries: The salary schedules for regular and temporary faculty are attached to this Agreement as Appendix B1, B2 and B3.

7.3.1 To establish a salary schedule effective July 1st of each contract year, the Compensation Study (Frey Report) issued in the same contract year will be used to set the minimum salary schedule increase by averaging the non-doctorate maximum at step 20 matrix, ranks 30-36 as compared to step 18 in the most current TC salary schedule. The goal is to target salaries at a future rank of 36.

7.3.2 Step and column increases shall be granted as of each July 1 for the term of this Agreement.

7.3.3 A faculty member who is appointed to an extra-duty assignment that is in addition to the faculty member's regular assigned workload shall be compensated in accordance with the applicable provisions of Appendix B-1. The District reserves the right to compensate a faculty member for an extra-duty assignment by reducing the faculty member's regular assigned teaching load or other job

assignment, provided the load reduction dollar factor shall be not less than the stipend amount.

7.3.4 A faculty member who is employed on an eleven (11) month or twelve (12) month contract shall be paid based on Appendix B-2 or B-3, as appropriate.

7.3.5 A faculty member who is assigned in excess of thirty (30) equated semester hours in an academic year will be compensated on the hourly rate schedule in Appendix B-1.

7.3.6 Adjunct Faculty Course Outline of Record Development Assignment: Adjunct Faculty assigned to make minor revisions to Course Outline of Record (COR) shall be compensated 3 hours on the hourly rate schedule in Appendix B-1. Adjunct Faculty assigned to make major revisions to existing COR or development of new COR shall be compensated 5 hours on the hourly rate schedule in Appendix B-1. The Vice President of Instruction and the appropriate Division Chair shall determine the COR classification: 1) major; or 2) minor.

7.3.7 Club Advisor Stipends: One (1) full-time or adjunct faculty member per club, up to a maximum of eleven (11) clubs, excluding ASB, PTK and DHC, will be compensated as listed on the extra duty page B-1 per academic year utilizing the process as described in the Faculty Handbook.

7.3.8 Division Chairperson Annual Stipends: Division Chairpersons will receive 20% release time for purposes of performing the Division Chairperson duties. Division Chairpersons shall also receive an annual stipend, paid monthly. The stipend is based upon the total full-time equivalent teaching faculty ("FTEF"), including adjunct faculty, in the chairperson's division.

7.3.8.1 Effective July 1, 2015 the Division Chairperson Annual Stipends will be as follows:

FTEF	Stipend Amount
0-10	See Extra Duty Page B-1
>10-20	See Extra Duty Page B-1
>20+	See Extra Duty Page B-1

7.3.8.2 FTEF will be recalculated by March 1 each year by the Office of Instruction by adding the previous calendar year's spring, summer and fall FTEF and dividing by two (2) for the purpose of determining the stipend amount for the following fiscal year.

7.4 **Retiree Health Benefits Program:** The District shall make a contribution for the health benefit program on behalf of a regular faculty member who has retired from District employment into the State Teachers Retirement System ("STRS") or Public Employees Retirement System ("PERS") as follows:

Employee Hire Date			
On or Before	8/16/2002 -	On or After	On or After 5/1/2016

	8/15/2002	4/30/2010	5/1/2010	
Years of Service & Age Requirement	10	20 @ Age 55 or 15 @ Age 60	20 @ Age 55 or 15 @ Age 60	20
Length of District Paid Benefit	Life of Retiree	Life of Retiree	Retiree Age 65	Up to 5 years or Retiree Age 65
Includes Dependents	Yes, for Life of Retiree	Yes, for Life of Retiree	Yes, to Retiree Age 65	Yes, up to 5 years or Retiree Age 65

7.4.1 A regular faculty member hired on or before 8/15/2002 who was employed by the District for at least ten (10) complete academic years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program from the time of retirement for the life of the retiree. For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 8/16/2002, or thereafter through 4/30/10 who was employed by the District for at least twenty (20) complete academic years and who is age 55 or older, or who was employed by the District for at least fifteen (15) complete academic years and who is age 60 or older and his/her eligible dependents shall be eligible to participate in a District paid health benefits program from the time of retirement for the life of the retiree. For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 5/1/2010 or thereafter through 4/30/2016 who was employed by the District for at least twenty (20) complete academic years and who is age 55 or older, or who was employed by the District for at least fifteen (15) complete academic years and who is age 60 or older and his/her eligible dependents shall be eligible to participate in a District paid health benefits program until the retiree reaches 65 years of age. For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence

shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 5/1/2016 or thereafter, who was employed by the District for at least twenty (20) complete academic years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program for up to five (5) years or until the retiree reaches 65 years of age. In order to receive the health benefits a 2.5% annual premium is required. (Example: Current benefit package cost \$20,000. $\$20,000 \times .025 = \500 per year or $\$41.67$ per month.) For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which the faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. Hire date is defined as the employee’s first paid date of service. (See Appendix F)

Any regular faculty member who has retired from the District and is ineligible or becomes ineligible for District provided retiree benefits has the option to continue on the District health benefit program or the District supplemental program at the employee’s cost.

7.4.1.1 A retiree or eligible dependent who is covered by the provisions of paragraph 7.4.1 and who reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, must enroll in and pay the cost of Medicare A and B at the time of eligibility or the District contribution set forth in paragraph 7.4.1 shall be terminated immediately.

7.4.1.2 Upon enrollment in Medicare A and B, the District’s monthly medical insurance contribution shall be reduced to the amount necessary to provide the AARP, Plan F Medicare Supplement insurance program. (See Appendix G)

7.4.2 A retiree, as a condition of receiving the medical insurance contribution benefit under paragraph 7.4, inclusive, must maintain continuous medical insurance coverage and eligibility pursuant to the provisions of current District medical insurance plans.

7.4.3 All faculty members retiring between the ages of 55 to 63 have the option to opt out of retiree health benefits and receive a one-time cash incentive based on the current dollar amount for active employees as shown in the table below:

Age at Retirement	20% of current dollar amount of active employee health benefit package
55	Multiplied by 9
56	Multiplied by 8

57	Multiplied by 7
58	Multiplied by 6
59	Multiplied by 5
60	Multiplied by 4
61	Multiplied by 3
62	Multiplied by 2
63	Multiplied by 1

(Example: Assume current benefit package is \$20,000. 20% of \$20,000 is \$4,000. A 58-year old faculty member retires and opts out of retiree health benefits. For opting out the faculty member receives a one-time cash payout of \$24,000.)

Note: Once a faculty member accepts the incentive to opt out of the retiree health benefit program, they will not be able to opt back in.

7.5 Longevity Program: A regular faculty member who has completed fifteen (15) but not more than twenty (20) years of full-time service with the West Kern Community College District "District" shall receive a total of a 1% increase to their base salary as determined by the salary schedule. A regular faculty member who has completed twenty (20) but not more than twenty-five (25) years of full-time District service shall receive a total of a 2% increase to their base salary as determined by the salary schedule. A regular faculty member who has completed twenty-five (25) years or more of full-time District service shall receive a total of a 6% increase to their base salary as determined by the salary schedule.

Years of Service	Increase to Base Salary
16 to 20	1%
21 to 25	2%
26 plus	6%

ARTICLE 8: EMPLOYER-EMPLOYEE RELATIONS

8.1 TCFCBC: The District and the Association have formed the Taft College Faculty Collective Bargaining Committee for the purpose of maintaining a channel of communication between the District and the Association. The TCFCBC process provides a forum for discussion of all matters related to the relationship between the District, as the employer, and the Association, as the exclusive representative of the faculty with regard to wages, hours, and other terms and conditions of employment as that phrase is defined in the Educational Employment Relations Act. In addition, TCFCBC shall be utilized to attempt to resolve any claim of a violation of the terms of the Agreement.

8.1.1 TCFCBC shall be composed of up to seven (7) members appointed by the Faculty Association President and up to seven (7) members appointed by the Superintendent/President. TCFCBC will meet monthly, or as otherwise scheduled by mutual agreement.

8.1.2 Any agreement reached by the TCFCBC that adds to, subtracts from, or otherwise is intended to alter or amend the terms of this Agreement shall be reduced to writing.

8.2 **AEER:** The Academic Employer-Employee Relations committee is a joint committee that (1) reviews issues which might constitute grievances prior to the matter being referred to the TCFCBC group, (2) studies salary schedule credit and makes recommendation to the Superintendent/President, (3) reviews a faculty member's request for compensation for additional duties and, (4) reviews a faculty member's request to apply Continuing Education Units (CEUs) toward salary hurdle or salary class changes pursuant to guidelines, as set forth in Article 7, paragraph 7.2.3.4.6, (5) performs duties regarding the Sabbatical Leave process as set forth in Article 5. The CEU guidelines shall not be modified except by mutual agreement between the District and the Association.

8.2.1 The AEER committee is composed of up to three (3) members appointed by the Association President and up to two (2) members appointed by the Superintendent/President. The committee meets on an as-needed basis.

ARTICLE 9: COMPLETION OF MEET AND NEGOTIATION

9.1 It is agreed that the specific provisions contained in the Agreement are a true and precise representation of all agreements reached by the parties. Except as provided by Article 8, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though the subjects or matters were proposed and later withdrawn. The parties may reopen any provision of this Agreement by mutual agreement.

ARTICLE 10: TERM AND RENEGOTIATION

10.1 This Agreement replaces and supersedes the prior agreement of the parties which was in effect, for the period from July 1, 2017 through June 30, 2020

ARTICLE 11: CONCERTED ACTIVITIES

11.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in activity proscribed by this Article.

11.1.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by faculty members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those faculty members to cease engaging in the proscribed activity.

ARTICLE 12: SAVINGS PROVISION

12.1 If any provision or provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, the provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect.

RECOMMENDED FOR RATIFICATION

For the District:

SEVERO BALASON
Vice President, Student Services

DR. DEBRA DANIELS
Superintendent/President

HEATHER del ROSARIO
Vice President, Human Resources

BROCK McMurray
Executive Vice President, Administrative
Services

LESLIE MINOR
Vice President, Instruction

For the Exclusive Representative:

ADAM BLEDSOE
Professor

CHRIS FLACHMANN/Counselor

DR. GREG GOLLING
Professor/ Association Vice President

MICHAEL MAYFIELD
Professor

DAVID MITCHELL/Professor

RUBY PAYNE
Professor/ Association President

JUANA RANGEL-ESCOBEDO/Counselor

RATIFIED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept the Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

**TAFT COLLEGE FACULTY
ASSOCIATION, CTA/NEA**

DAWN COLE
President, Board of Trustees

RUBY PAYNE
President

EMMANUEL CAMPOS
Secretary, Board of Trustees

DATED: _____

DATED: _____

APPENDIX A: RESOLUTION

WHEREAS: The Board of Trustees of the West Kern Community College District has received a written request, pursuant to Chapter 961, California Statutes 1975, from the Taft College Faculty Association for CTA/NEA to be recognized as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees; and

WHEREAS: Pursuant to Chapter 961, California Statutes 1975, said employee organization has submitted satisfactory evidence that a majority of the employees in the above-described unit have supported and authorized such request for recognition; therefore be it

RESOLVED: That the Board of Trustees of the West Kern Community College District, in accordance with the provisions of Chapter 961, California Statutes 1975, (Government Code Sections et seq.), hereby recognizes the Taft College Faculty Association as the exclusive representative of a unit of employees of this district which includes all full-time certified employee and part-time employees and which excludes all administrative employees.

The Board of Trustees reserves the right to change this unit for employee representation should present legislation be amended to permit separate units for full-time and part-time employees.

The foregoing Resolution was adopted at a duly called meeting of the Board of Trustees of the West Kern Community College District on May 5, 1976.

Signed/ Harry W. Furman
Board President

Signed/ Charles R. Scott
Board Member

Signed/ Mel Stewart
Board Member

Signed/ John J. Miller
Board Member

Signed/ R. G. Mundy
Board Member

WEST KERN COMMUNITY COLLEGE DISTRICT
ACADEMIC SALARY SCHEDULE 2020-21

10 Month Schedule (175-DAY)

	Class I	Class II BA + 15	Class III BA + 30	Class IV BA + 45	Class V BA + 60 Incl MA	Class VI BA + 75 Incl MA	Class VII BA + 90 Incl MA
1	\$52,636	\$55,316	\$57,994	\$60,673			
2	\$55,655	\$58,334	\$61,011	\$63,691			
3	\$58,673	\$61,351	\$64,030	\$66,572	\$69,386		
4	\$61,689	\$64,369	\$67,047	\$69,725	\$72,405	\$75,083	\$77,761
5	\$64,708	\$67,387	\$70,064	\$72,744	\$75,422	\$78,100	\$80,779
6	\$67,726	\$70,404	\$73,083	\$75,761	\$78,439	\$81,118	\$83,797
7	\$70,745	\$73,422	\$76,100	\$78,779	\$81,458	\$84,136	\$86,815
8	\$73,761	\$76,439	\$79,117	\$81,797	\$84,475	\$87,154	\$89,832
9	\$76,778	\$79,457	\$82,136	\$84,814	\$87,493	\$90,171	\$92,850
10	\$80,433	\$82,475	\$85,153	\$87,831	\$90,511	\$93,189	\$95,868
11		\$85,492	\$88,170	\$90,850	\$93,528	\$96,207	\$98,885
12			\$91,189	\$93,867	\$96,545	\$99,225	\$101,903
13				\$96,884	\$99,564	\$102,243	\$104,921
14				\$97,715	\$100,393	\$103,072	\$105,750
15				\$100,457	\$103,186	\$105,917	\$108,647
16				\$101,305	\$104,032	\$106,761	\$109,492
17				\$102,151	\$104,877	\$107,608	\$110,338
18				\$102,998	\$105,722	\$108,452	\$111,183
24				\$109,035	\$111,812	\$114,627	\$117,353

An employee with an earned doctorate is to be compensated to the extent of \$3,967.13 added to their base pay .

Longevity Program:

- An employee with 16 - 20 years of District Service receives 1% added to their base pay
- An employee with 21 - 25 years of District Service receives 2% added to their base pay
- An employee with 26 plus years of District Service receives 6% added to their base pay

Acceleration from step 18 to 24 requires 12 semester units of coursework

- The 12 semester units must be earned in Class VII, Steps 4-18

(1) Includes current employees with Bachelors + 45 semester units. Masters is required of all employees beyond Step 13.

Historical Notes

- 3.26% COLA effective 7/1/19, Board Approved 10/9/2019
- 2.71% COLA effective 7/1/18, Board Approved 10/10/18
- 1.69% Salary Schedule Increase effective 7/1/17, Board Approved 01/10/18
- 1.56% COLA effective 7/1/17, Board Approved 10/11/17
- 1.59% Salary Schedule Increase effective 7/1/16, Board Approved 10/12/16
- 1.02% COLA effective 7/1/15, Board Approved 9/9/15
- 0.85% COLA effective 7/1/14, Board Approved 8/13/14
- 1.57% COLA plus 0.43% effective 7/1/13, Board Approved 10/09/13
- 1.8% Salary Schedule increase effective 7/1/11, Board Approved 3/18/12
- 0.0% COLA effective 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12
- 4.4% COLA effective 7/1/07, Board Approved 6/14/07
- 5.87% COLA plus 3% Effective 7/1/06, Board Approved 6/14/06
- 3.81% COLA Effective 7/1/05, Board Approved 6/8/05

WEST KERN COMMUNITY COLLEGE DISTRICT
ACADEMIC SALARY SCHEDULE 2020-21 EXTRA DUTY COMPENSATION

HOURLY RATE (ADJUNCT, SUMMER SESSION AND OVERLOAD)*

Step 1	\$62.07
Step 2	\$65.02
Step 3	\$72.93

ATHLETIC ASSIGNMENTS (WHEN NOT A PART OF LOAD OR OVERLOAD)

Head Men's Baseball Coach	Stipend equal to the hours of attendance at the appropriate hourly rate.**
Head Men's Golf Coach	
Head Men's Soccer Coach	
Head Women's Basketball Coach	
Head Women's Golf Coach	
Head Women's Soccer Coach	
Head Women's Softball Coach	
Head Women's Volleyball Coach	

	Maximum per Assistant	Maximum per Sport
Men's Baseball Assistant(s)	\$5,037.35	\$15,112.04
Men's Golf Assistant(s)	\$5,037.35	\$5,037.35
Men's Soccer Assistant(s)	\$5,037.35	\$10,074.69
Women's Basketball Assistant(s)	\$5,037.35	\$7,556.02
Women's Golf Assistant(s)	\$5,037.35	\$5,037.35
Women's Soccer Assistant(s)	\$5,037.35	\$10,074.69
Women's Softball Assistant(s)	\$5,037.35	\$7,556.02
Women's Volleyball Assistant(s)	\$5,037.35	\$7,556.02

OTHER ACADEMIC ASSIGNMENTS

	FTEF*	
Division Chairperson	0-10	\$9,086.27
20% Release Time + Stipend	>10-20	\$10,384.30
* FTEF will be recalculated by March 1 each year	>20+	\$11,682.34

Academic Senate - 100% Release Time - (AB 1725 funded)

Faculty Association President - 40% Release Time

Student Learning Outcome (SLO) Coordinator-40% Release Time (when position is assigned to faculty member)

Accreditation Liaison Officer - 3 hours for each week of the fall & spring semesters & summer session at the appropriate hourly rate

CDC Director Grant Writing Stipend (currently inactive)	\$5,192.15
Coordinator of Art Gallery	\$1,529.89
Student Newspaper Advisor	\$1,258.11
College Concurrent Program Advisor***	
Dental Hygiene Board of California (DHBC) 50 hour remediation course per semester.	\$1,200.00
Western Regional Exam Board (WREB) 80 hour remediation course per semester.	\$1,500.00
Adjunct Faculty Course Outlines of Records (COR) Development	
Minor revision to COR - 3 hours at the appropriate hourly rate	
Major revision to COR or New COR - 5 hours at the appropriate hourly rate	
Credit by Exam: Pay for actual time worked, instructor completes time card and receives up to 3 hours for each test administered.	

CLUB ADVISOR ASSIGNMENTS

Associated Student Body Advisor (ASB)***	
Phi Theta Kappa Advisor (PTK)***	
Dental Hygiene Club (DHC)	\$1,765.26
International Club Advisor	\$8,184.30
Club Advisor (up to 11 per Article 7.3.7)	\$1,798.10

* Includes equity

** In addition to \$2,987.11/yr. for off-season duties, meetings and recruiting

*** Advisor has the choice to receive 1 hr per week at the appropriate hourly rate or credit for two committee assignments

Historical Notes

3.26%	COLA effective 7/1/19, Board Approved 10/9/2019
2.71%	COLA effective 7/1/18, Board Approved 10/10/18
1.69%	Salary Schedule Increase effective 7/1/17, Board Approved 01/10/18
1.56%	COLA effective 7/1/17, Board Approved 10/11/17
1.59%	Salary Schedule Increase effective 7/1/16, Board Approved 10/12/16
1.02%	COLA effective 7/1/15, Board Approved 9/9/15
0.85%	COLA effective 7/1/14, Board Approved 8/13/14
1.57%	COLA plus 0.43% effective 7/1/13, Board Approved 10/09/13
1.8%	Salary Schedule increase effective 7/1/11, Board Approved 3/18/12
0.0%	COLA effective 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12
4.4%	COLA effective 7/1/07, Board Approved 6/14/07
5.87%	COLA plus 3% Effective 7/1/06, Board Approved 6/14/06
3.81%	COLA Effective 7/1/05, Board Approved 6/8/05

WEST KERN COMMUNITY COLLEGE DISTRICT
ACADEMIC SALARY SCHEDULE 2020-21

11 Month Schedule (203-DAY)

	Class I	Class II BA + 15	Class III BA + 30	Class IV BA + 45	Class V BA + 60 Incl MA	Class VI BA + 75 Incl MA	Class VII BA + 90 Incl MA
1	\$57,901	\$60,849	\$63,795	\$66,741			
2	\$61,222	\$64,168	\$67,113	\$70,061			
3	\$64,541	\$67,487	\$70,434	\$73,230	\$76,326		
4	\$67,859	\$70,807	\$73,753	\$76,699	\$79,647	\$82,593	\$85,539
5	\$71,180	\$74,127	\$77,072	\$80,020	\$82,966	\$85,912	\$88,858
6	\$74,500	\$77,446	\$80,392	\$83,339	\$86,285	\$89,231	\$92,179
7	\$77,821	\$80,766	\$83,712	\$86,658	\$89,605	\$92,551	\$95,498
8	\$81,138	\$84,084	\$87,031	\$89,978	\$92,924	\$95,871	\$98,817
9	\$84,458	\$87,404	\$90,351	\$93,297	\$96,243	\$99,190	\$102,137
10	\$88,478	\$90,724	\$93,670	\$96,616	\$99,564	\$102,510	\$105,456
11		\$94,043	\$96,989	\$99,937	\$102,883	\$105,829	\$108,775
12			\$100,310	\$103,256	\$106,201	\$109,150	\$112,096
13				\$106,575	\$109,522	\$112,469	\$115,415
14				\$107,489	\$110,435	\$113,381	\$116,327
15				\$110,505	\$113,507	\$116,510	\$119,514
16				\$111,437	\$114,437	\$117,439	\$120,443
17				\$112,368	\$115,366	\$118,371	\$121,374
18				\$113,300	\$116,296	\$119,299	\$122,303
24				\$119,941	\$122,994	\$126,092	\$129,090

An employee with an earned doctorate is to be compensated to the extent of \$3,967.13 added to their base pay .

* Longevity Program:

- An employee with 16 - 20 years of District Service receives 1% added to their base pay
- An employee with 21 - 25 years of District Service receives 2% added to their base pay
- An employee with 26 plus years of District Service receives 6% added to their base pay

* Acceleration from step 18 to 24 requires 12 semester units of coursework

- The 12 semester units must be earned in Class VII, Steps 4-18

(1) Includes current employees with Bachelors + 45 semester units. Masters is required of all employees beyond Step 13

Historical Notes

- 3.26% COLA effective 7/1/19, Board Approved 10/9/2019
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- 2.51% Salary Schedule Increase effective 7/1/17, Board Approved 01/10/18
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- 1.59% Salary Schedule Increase effective 7/1/16, Board Approved 10/12/16
- 1.02% COLA effective 7/1/15, Board Approved 9/9/15
- 0.85% COLA effective 7/1/14, Board Approved 8/13/14
- 1.57% COLA plus 0.43% effective 7/1/13, Board Approved 10/09/13
- 1.8% Salary Schedule increase effective 7/1/11, Board Approved 3/18/12
- 0.0% COLA effective 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12
- 4.4% COLA effective 7/1/07, Board Approved 6/14/07
- 5.87% COLA plus 3% Effective 7/1/06, Board Approved 6/14/06
- 3.81% COLA Effective 7/1/05, Board Approved 6/8/05

WEST KERN COMMUNITY COLLEGE DISTRICT
ACADEMIC SALARY SCHEDULE 2020-21

12 Month Schedule (225-DAY)

	Class I	Class II BA + 15	Class III BA + 30	Class IV BA + 45	Class V BA + 60 Incl MA	Class VI BA + 75 Incl MA	Class VII BA + 90 Incl MA
1	\$63,164	\$66,380	\$69,594	\$72,808			
2	\$66,787	\$70,001	\$73,214	\$76,430			
3	\$70,408	\$73,622	\$76,837	\$79,887	\$83,264		
4	\$74,028	\$77,244	\$80,457	\$83,671	\$86,887	\$90,101	\$93,315
5	\$77,651	\$80,865	\$84,078	\$87,293	\$90,507	\$93,721	\$96,935
6	\$81,272	\$84,486	\$87,700	\$90,914	\$94,128	\$97,342	\$100,558
7	\$84,895	\$88,107	\$91,321	\$94,535	\$97,750	\$100,964	\$104,178
8	\$88,514	\$91,728	\$94,942	\$98,157	\$101,371	\$104,585	\$107,799
9	\$92,135	\$95,349	\$98,564	\$101,778	\$104,992	\$108,206	\$111,421
10	\$96,520	\$98,971	\$102,185	\$105,398	\$108,614	\$111,828	\$115,042
11		\$102,591	\$105,805	\$109,021	\$112,235	\$115,449	\$118,663
12			\$109,428	\$112,642	\$115,855	\$119,071	\$122,285
13				\$116,262	\$119,478	\$122,692	\$125,906
14				\$117,259	\$120,473	\$123,687	\$126,901
15				\$120,550	\$123,825	\$127,101	\$130,378
16				\$121,567	\$124,840	\$128,115	\$131,391
17				\$122,582	\$125,853	\$129,131	\$132,407
18				\$123,599	\$126,867	\$130,144	\$133,420
24				\$130,843	\$134,175	\$137,555	\$140,824

An employee with an earned doctorate is to be compensated to the extent of \$3,967.13 added to their base pay .

* Longevity Program:

- An employee with 16 - 20 years of District Service receives 1% added to their base pay
- An employee with 21 - 25 years of District Service receives 2% added to their base pay
- An employee with 26 plus years of District Service receives 6% added to their base pay

* Acceleration from step 18 to 24 requires 12 semester units of coursework

- The 12 semester units must be earned in Class VII, Steps 4-18

(1) Includes current employees with Bachelors + 45 semester units. Masters is required of all employees beyond Step 13.

Historical Notes

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- 1.56% COLA effective 7/1/17, Board Approved 10/11/17
- 1.59% Salary Schedule Increase effective 7/1/16, Board Approved 10/12/16
- 1.02% COLA effective 7/1/15, Board Approved 9/9/15
- 0.85% COLA effective 7/1/14, Board Approved 8/13/14
- 1.57% COLA plus 0.43% effective 7/1/13, Board Approved 10/09/13
- 1.8% Salary Schedule increase effective 7/1/11, Board Approved 3/18/12
- 0.0% COLA effective 7/1/08, 7/1/09, 7/1/10, 7/1/11, 7/1/12
- 4.4% COLA effective 7/1/07, Board Approved 6/14/07
- 5.87% COLA plus 3% Effective 7/1/06, Board Approved 6/14/06
- 3.81% COLA Effective 7/1/05, Board Approved 6/8/05

APPENDIX C: FACULTY SERVICE AREAS

In accordance with the provisions of Education Code Sections 87743.2 and 87743.5 the District shall establish Faculty Service Areas (FSAs) and shall establish competency criteria for faculty members employed by the District. The District's list of FSAs is on file in the offices of Vice Presidents and Vice President of Human Resources, Division Chairs, the Academic Senate President, and the Faculty Association President.

When any reduction in the faculty is required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member shall be laid off while any faculty member with less seniority is retained to render a service in a FSA in which any senior faculty member is qualified to perform. (Education Code Sections 87743-87761, inclusive and Sections 87414-87415.) The following regulations shall guide the process of faculty assignments into FSAs:

- A. Each faculty member shall qualify for one or more faculty service areas at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications pursuant to Education Code Section 87356 and District competency standards.
- B. The FSA Committee shall consist of the Academic Senate President, the Faculty Association President, the Vice President of Instruction, and the appropriate Division Chair and Vice President of Human Resources. The FSA Committee shall assign each new faculty member into one or more FSAs at the initial time of hire.
- C. After initial FSA assignment, a faculty member may apply to the FSA Committee for assignment to an additional FSA for which faculty member either holds a California Community College Credential encompassing the discipline, or has met the minimum qualifications as set forth by the Board of Governors Minimum Qualifications for Faculty and Administrators in California Community Colleges.
- D. An application to be added to an FSA must be received on or before October 1 by Vice President of Human Resources in order to be considered in layoff proceedings in the academic year in which the application is received. The FSA Committee will respond with a decision by November 30 of the same year.
- E. A record of FSAs and faculty members who have been assigned to each FSA shall also be maintained by the FSA committee.
- F. A faculty member shall be deemed competent to render service in a service area if he or she fulfills at least one of the conditions in paragraph C, above, or has specialized skills that the FSA Committee and the District agree make the faculty member competent to render service.
- G. A faculty member shall be given written notification of the initial FSA assignment and of any subsequent FSA assignment changes.

APPENDIX D: RETRAINING

Retraining faculty member with a new teaching competency is one of several approaches which may be offered by the District in a variety of employment situations.

- A. When fiscal circumstances and budget restraints require consideration of staff reductions or the reallocation of staff resources, retraining options (as well as resignation and/or retirement program options) shall be considered. The goal of the options should be to mitigate the impact of the fiscal circumstances with the least amount of faculty displacement or job loss.
- B. A faculty member may participate in a District-approved retraining program that leads to a new teaching competency. An individual retraining program, including the area in which the faculty member seeks to be retrained and the amount of total compensation (e.g., salary, health and welfare benefit contributions to be made by the District during the retraining period, and District contributions toward the educational costs of the retraining), is subject to mutual agreement between the District and the faculty member. In addition to total compensation, a faculty member's partial teaching load during the retraining period, if any, is subject to mutual agreement. The guidelines set forth below would be applied to each individual proposal for retraining, based upon the underlying reason for retraining request.
 - 1. If a proposal for retraining is an outgrowth of an action by the District to layoff a faculty member or faculty members or is designed to forestall a layoff, the retraining proposal shall be reviewed in light of the availability of funds in the District and current or projected areas of instructional need for succeeding school year.
 - a. The faculty member's total compensation, including all of the factors listed in paragraph B of this Appendix, would be no less than 50 percent of the faculty member's regular total compensation for the prior school year. Any partial teaching load that may be agreed to as part of the retraining proposal shall be reviewed in light of the District's assessment of those needs.
 - 2. If a proposal for retraining is based upon mitigating or accommodating a current unmet need in the District instructional program or upon preparing for a projected shift in the emphasis of the District's instructional program within the faculty member's assigned department in order to meet changing student needs, the retraining proposal shall be reviewed in light of the District's assessment of those needs.
 - a. The faculty member's total compensation, including all of the factors listed in paragraph B of this Appendix, would be up to a maximum of 100 percent of the faculty member's regular total compensation for the prior school year. Any partial teaching load that may be agreed to as a part of the training program would be calculated within the percentage established by operation of this paragraph.

- C. In all cases, a faculty member's proposal for retraining shall be subject to review and analysis by the TCFCBC committee prior to a final determination by the District.
 - 1. As a part of the review analysis by the TCFCBC, the faculty shall make a personal presentation and defense of the proposal.
- D. In consideration for the District's agreement to authorize and to fund a faculty member's retraining program, the faculty member shall agree to provide two years of service to the District commencing not later than the beginning of the fall semester following completion of the retraining program.
- E. Except in extenuating circumstances, the amount of time for a proposed retraining program shall be limited to a period equivalent to the faculty member's annual contract for the preceding school year.
- F. Upon the successful completion of a retraining program, the faculty member may request a transfer to the area of the new teaching competency or the District may assign the faculty member to the area of the new teaching competency.

APPENDIX E: CATASTROPHIC LEAVE PAY

A. Catastrophic leave pay may be available to an employee as set forth herein pursuant to the provisions of Education Code section 87405. Catastrophic leave pay shall consist of the amount of sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.

1. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
2. Donations of vacation time or compensatory time off credits shall be made in blocks of not less than two hours per donating employee.

B. For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:

1. If the employee who donates eligible time credits is at a different salary rate than the employee who receives the credits, the formula to be used shall be: Donating employee's hourly rate multiplied by number of hours donated equals \$X; \$X divided by receiving employee's hourly rate equals the number of catastrophic leave hours available to receiving employee.

Example: Donating employee - Secretary (rate \$9.00 per hour) donates eight hours:
 $\$9.00 \times 8 = \72.00 ;

Receiving employee - Clerk (rate \$7.00 per hour) will be entitled to:
 $\$72.00 \div \$7.00 = 10.29$ hours of catastrophic leave credits.

2. If the employee or employees who donate eligible time credits are at the same salary rate as the employee who receives the credits, the receiving employee shall be credited with the number of hours donated.
3. The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of ARTICLE 5, LEAVES OF ABSENCE, paragraph 5.3, of this Agreement. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on Extended Sick Leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay. Further, at the written request of the employee, donated time credits shall be coordinated with Family Medical Leave Act benefits in order to provide a continuation of income, or to provide an extension of contributions for the District's health insurance package, or both during the period when the employee does not receive wages from the District.

C. The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury without revealing confidential medical information, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.

1. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that required the employee's absence from work. Finally, the employee shall be allowed and required to utilize all of the employee's regular sick leave as provided by ARTICLE 5, LEAVES OF ABSENCE, paragraph 5.3, inclusive, of the Agreement prior to the receipt of donated time credits.

D. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 87045(a)(1) which states:

"'Catastrophic illness' or 'injury' means an illness that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off."

Summary of Benefits

Self-Insured Schools of CA – SISC Dental Health Network

Anthem Dental Essential Choice PPO \$4000
Anthem Blue Cross Dental

Effective Date: 10/1/19

Your dental benefits at a glance:

Benefits*	In-Network	Out-of-Network
Coverage Year		Calendar Year
Office Visit Copay		\$0
Annual Deductible per insured person		\$0
Annual Benefit Maximum	\$4,000	\$250
• Diagnostic & Preventive Services are applied to the Annual Benefit Maximum		
Annual Implant Maximum	\$2,000	\$0
• Applies to the Annual Benefit Maximum		
Orthodontic Lifetime Benefit Maximum	\$2,000	\$2,000
• Per eligible person		
Dental Services *	In-Network Anthem Pays:	Out-of-Network Anthem Pays:
Diagnostic & Preventive Services	100% coinsurance	0% coinsurance
• Exams, cleanings, x-rays		
Basic (Restorative) Services	100% coinsurance	0% coinsurance
• Fillings, simple tooth extractions, sealants		
Endodontics (Surgical and Non-Surgical)	100% coinsurance	0% coinsurance
• Root canal and retreatments		
Periodontics (Surgical and Non-Surgical)	100% coinsurance	0% coinsurance
• Periodontal maintenance, scaling and root planning, periodontal Surgery		
Oral Surgery (Simple and Complex)	100% coinsurance	0% coinsurance
• Simple and surgical extraction		
Major (Restorative) Services	100% coinsurance	0% coinsurance
• Crowns, onlays, veneers		
Prosthodontics	50% coinsurance	0% coinsurance
• Dentures, bridges, implants		
Repairs/Adjustments	50% coinsurance	0% coinsurance
• Crown, denture, and bridge repairs		
• Denture and bridge adjustments		
Adult/Child Orthodontic Services	100% coinsurance	100% coinsurance
o No age limits apply		
Additional Services and Programs		
Anthem Whole Health Connection - DentalSM - For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)		
Accidental Dental Injury Benefit - Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply		
Extension of Benefits - Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered		
International Emergency Dental Program- - Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)		

*This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your policy. In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.

**Reimbursement is based on the Anthem Fee Schedule for In-Network providers and the 90th percentile of FAIR health for Out-of-Network Providers.

Need to contact us? Please call Anthem Dental Customer Service number at 1-844-729-1565

Your summary of benefits

Anthem Blue Cross

Your Plan: SISC 100-A \$20 Anthem Classic PPO

Your Network: Prudent Buyer PPO

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Certificate of Insurance or Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible for all providers (calendar year) <i>See notes section to understand how your deductible works. Fourth quarter carryover applies. Deductible applies to out-of-pocket maximum.</i>	\$0 single / \$0 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. Member copays and coinsurance for Emergency medical care with a Non-Network PPO provider also apply to the In-Network PPO out-of-pocket maximums. See notes section for additional information regarding your out of pocket maximum.</i>	\$1,000 single / \$3,000 family	No limit single / No limit family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	Not covered
Doctor Home and Office Services		
Primary care visit to treat an injury or illness	\$20 copay per visit	See footnote 1
Specialist care visit	\$20 copay per visit	See footnote 1
Prenatal and Post-natal Care	\$20 copay per visit	See footnote 1
Other practitioner visits: Retail health clinic Chiropractor services <i>Subject to medically necessity review administered by American Specialty Health (ASH).</i> Acupuncture <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 12 visit limit per calendar year.</i>	\$20 copay per visit 0% coinsurance 0% coinsurance	See footnote 1 Not covered 50% of maximum allowed amount

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Other services in an office: Allergy testing Chemo/radiation therapy Hemodialysis <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i> Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection</i></p>	<p>0% coinsurance 0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>See footnote 1 See footnote 1 All billed amounts exceeding \$350/visit See footnote 1</p>
<p>Diagnostic Services</p> <p>Lab: Office Freestanding Lab Outpatient Hospital</p>	<p>0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>Not covered Not covered Not covered</p>
<p>X-ray: Office Freestanding Radiology Center Outpatient Hospital</p>	<p>0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>Not covered Not covered Not covered</p>
<p>Advanced diagnostic imaging (for example, MRI/PET/CAT scans): Office <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i> Freestanding Radiology Center <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i> Outpatient Hospital <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p>	<p>0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>All billed amounts exceeding \$800/test All billed amounts exceeding \$800/test All billed amounts exceeding \$800/test</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Emergency and Urgent Care</p> <p>Emergency room facility services <i>Copay waived if admitted as inpatient. This is for the hospital/facility charge only. The ER physician charge may be separate.</i></p> <p>Emergency room doctor and other services</p>	<p>\$100 copay per admission and then 0% coinsurance</p> <p>0% coinsurance</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Ambulance (air and ground)</p>	<p>\$100 copay per trip, then 0% coinsurance</p>	<p>Covered as In-Network for true emergency</p>
<p>Urgent Care (physician services)</p>	<p>\$20 copay per visit</p>	<p>See footnote 1</p>
<p>Outpatient Mental/Behavioral Health and Substance Abuse</p> <p>Doctor office visit</p> <p>Facility visit: Facility fees</p>	<p>\$20 copay per visit</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p>
<p>Outpatient Surgery</p> <p>Facility fees: Hospital</p> <p>Services and supplies for the following outpatient surgeries are subject to a benefit limit if performed in an outpatient hospital:</p> <ul style="list-style-type: none"> ○ Arthroscopy limited to \$4,500 per procedure ○ Cataract surgery limited to \$2,000 per procedure ○ Colonoscopy limited to \$1,500 per procedure ○ Upper GI Endoscopy limited to \$1,000 per procedure ○ Upper GI Endoscopy with biopsy limited to \$1,250 per procedure <p>Freestanding Ambulatory Surgical Center <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per day.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance up to benefit limit</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/day</p> <p>See footnote 1</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse)</p> <p>Facility fees (for example, room & board) <i>Coverage is limited to \$600 maximum per day for non-emergency admission at a Non-Network provider.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p> <p>See footnote 1</p>
<p>Recovery & Rehabilitation</p> <p>Home health care <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 visit limit per calendar year. Coverage for Out-of-Network Provider is limited to \$150 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$150/day. See footnote 1.</p>
<p>Rehabilitation Habilitation services (for example, physical/occupational therapy):</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 day limit per calendar year. Coverage for Out-of-Network Provider is limited to \$600 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p>
<p>Hospice <i>Deductible does not apply to In-Network providers.</i></p>	<p>No charge</p>	<p>All billed amounts exceeding the maximum allowed amount</p>
<p>Durable Medical Equipment</p>	<p>0% coinsurance</p>	<p>Not covered</p>
<p>Prosthetic Devices <i>Therapeutic shoes and inserts for members with diabetes are limited to 2 pairs per calendar year.</i></p>	<p>0% coinsurance</p>	<p>Not covered</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hearing Aids <i>Benefit is limited to \$700 every 24 months.</i>	0% coinsurance	See footnote 1
Hip/Knee/Spine <i>For inpatient services, this benefit is covered only when performed at a designated Blue Distinction Plus Center for Specialty Care. Subject to utilization review.</i>	0% coinsurance	Not covered
Hemodialysis in an Outpatient facility <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i>	0% coinsurance	All billed amounts exceeding \$350/visit
Home Infusion Therapy <i>Coverage for Out-of-Network Provider is limited to \$600 maximum per day. Subject to utilization review.</i>	0% coinsurance	All billed amounts exceeding \$600/day
Speech Therapy	0% coinsurance	See footnote 1

Footnote 1: When using Non-Network PPO Providers, members are responsible for any difference between the maximum allowed and actual charges, as well as any deductible & percentage copay.



Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family					

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Navitus SpecialtyRx helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:

Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Your summary of benefits

Anthem Blue Cross

Your Plan: SISC 100-D \$20 Anthem Classic PPO

Your Network: Prudent Buyer PPO

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Certificate of Insurance or Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible for all providers (calendar year) <i>See notes section to understand how your deductible works. Fourth quarter carryover applies. Deductible applies to out-of-pocket maximum.</i>	\$300 single / \$600 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. Member copays and coinsurance for Emergency medical care with a Non-Network PPO provider also apply to the In-Network PPO out-of-pocket maximums. See notes section for additional information regarding your out of pocket maximum.</i>	\$1,000 single / \$3,000 family	No limit single / No limit family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	Not covered
Doctor Home and Office Services		
Primary care visit to treat an injury or illness <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Specialist care visit <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Prenatal and Post-natal Care <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Other practitioner visits: Retail health clinic <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Chiropractor services <i>Subject to medically necessity review administered by American Specialty Health (ASH).</i></p> <p>Acupuncture <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 12 visit limit per calendar year.</i></p>	0% coinsurance	Not covered
<p>Other services in an office:</p> <p>Allergy testing</p> <p>Chemo/radiation therapy</p> <p>Hemodialysis <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i></p> <p>Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection</i></p>	0% coinsurance	See footnote 1
	0% coinsurance	See footnote 1
	0% coinsurance	All billed amounts exceeding \$350/visit
	0% coinsurance	See footnote 1
<p>Diagnostic Services</p> <p>Lab:</p> <p>Office</p> <p>Freestanding Lab</p> <p>Outpatient Hospital</p>	0% coinsurance	Not covered
	0% coinsurance	Not covered
	0% coinsurance	Not covered
<p>X-ray:</p> <p>Office</p> <p>Freestanding Radiology Center</p> <p>Outpatient Hospital</p>	0% coinsurance	Not covered
	0% coinsurance	Not covered
	0% coinsurance	Not covered
<p>Advanced diagnostic imaging (for example, MRI/PET/CAT scans):</p> <p>Office <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Freestanding Radiology Center <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Outpatient Hospital <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p>	0% coinsurance	All billed amounts exceeding \$800/test
	0% coinsurance	All billed amounts exceeding \$800/test
	0% coinsurance	All billed amounts exceeding \$800/test

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Emergency and Urgent Care</p> <p>Emergency room facility services <i>Copay waived if admitted as inpatient. This is for the hospital/facility charge only. The ER physician charge may be separate.</i></p> <p>Emergency room doctor and other services</p>	<p>\$100 copay per admission and then 0% coinsurance</p> <p>0% coinsurance</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Ambulance (air and ground)</p>	<p>\$100 copay per trip, then 0% coinsurance</p>	<p>Covered as In-Network for true emergency</p>
<p>Urgent Care (physician services) <i>Deductible does not apply to In-Network providers.</i></p>	<p>\$20 copay per visit</p>	<p>See footnote 1</p>
<p>Outpatient Mental/Behavioral Health and Substance Abuse</p> <p>Doctor office visit <i>Deductible does not apply to In-Network providers.</i></p> <p>Facility visit: Facility fees</p>	<p>\$20 copay per visit</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p>
<p>Outpatient Surgery</p> <p>Facility fees: Hospital</p> <p>Services and supplies for the following outpatient surgeries are subject to a benefit limit if performed in an outpatient hospital:</p> <ul style="list-style-type: none"> ○ Arthroscopy limited to \$4,500 per procedure ○ Cataract surgery limited to \$2,000 per procedure ○ Colonoscopy limited to \$1,500 per procedure ○ Upper GI Endoscopy limited to \$1,000 per procedure ○ Upper GI Endoscopy with biopsy limited to \$1,250 per procedure <p>Freestanding Ambulatory Surgical Center <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per day.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance up to benefit limit</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/day</p> <p>See footnote 1</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse)</p> <p>Facility fees (for example, room & board) <i>Coverage is limited to \$600 maximum per day for non-emergency admission at a Non-Network provider.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p> <p>See footnote 1</p>
<p>Recovery & Rehabilitation</p> <p>Home health care <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 visit limit per calendar year. Coverage for Out-of-Network Provider is limited to \$150 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$150/day. See footnote 1.</p>
<p>Rehabilitation Habilitation services (for example, physical/occupational therapy):</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 day limit per calendar year. Coverage for Out-of-Network Provider is limited to \$600 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p>
<p>Hospice <i>Deductible does not apply to In-Network providers.</i></p>	<p>No charge</p>	<p>All billed amounts exceeding the maximum allowed amount</p>
<p>Durable Medical Equipment</p>	<p>0% coinsurance</p>	<p>Not covered</p>
<p>Prosthetic Devices <i>Therapeutic shoes and inserts for members with diabetes are limited to 2 pairs per calendar year.</i></p>	<p>0% coinsurance</p>	<p>Not covered</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hearing Aids <i>Benefit is limited to \$700 every 24 months.</i>	0% coinsurance	See footnote 1
Hip/Knee/Spine <i>For inpatient services, this benefit is covered only when performed at a designated Blue Distinction Plus Center for Specialty Care. Subject to utilization review.</i>	0% coinsurance	Not covered
Hemodialysis in an Outpatient facility <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i>	0% coinsurance	All billed amounts exceeding \$350/visit
Home Infusion Therapy <i>Coverage for Out-of-Network Provider is limited to \$600 maximum per day. Subject to utilization review.</i>	0% coinsurance	All billed amounts exceeding \$600/day
Speech Therapy	0% coinsurance	See footnote 1

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Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 9-35

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$9	N/A	FREE	FREE	FREE	N/A
Brand	\$35	N/A	\$35	\$90	\$90	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$35

Out-of-Pocket Maximum	\$2,500 Individual / \$3,500 Family
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SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Navitus SpecialtyRx helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:

Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Your summary of benefits

Anthem Blue Cross

Your Plan: SISC 100-G \$20 Anthem Classic PPO

Your Network: Prudent Buyer PPO

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Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible for all providers (calendar year) <i>See notes section to understand how your deductible works. Fourth quarter carryover applies. Deductible applies to out-of-pocket maximum.</i>	\$500 single / \$1,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. Member copays and coinsurance for Emergency medical care with a Non-Network PPO provider also apply to the In-Network PPO out-of-pocket maximums. See notes section for additional information regarding your out of pocket maximum.</i>	\$1,000 single / \$3,000 family	No limit single / No limit family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	Not covered
Doctor Home and Office Services		
Primary care visit to treat an injury or illness <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Specialist care visit <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Prenatal and Post-natal Care <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Other practitioner visits:		
Retail health clinic <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Chiropractor services <i>Subject to medically necessity review administered by American Specialty Health (ASH).</i></p> <p>Acupuncture <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 12 visit limit per calendar year.</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>50% of maximum allowed amount</p>
<p>Other services in an office:</p> <p>Allergy testing</p> <p>Chemo/radiation therapy</p> <p>Hemodialysis <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i></p> <p>Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/visit</p> <p>See footnote 1</p>
<p>Diagnostic Services</p> <p>Lab:</p> <p>Office</p> <p>Freestanding Lab</p> <p>Outpatient Hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<p>X-ray:</p> <p>Office</p> <p>Freestanding Radiology Center</p> <p>Outpatient Hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<p>Advanced diagnostic imaging (for example, MRI/PET/CAT scans):</p> <p>Office <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Freestanding Radiology Center <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Outpatient Hospital <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$800/test</p> <p>All billed amounts exceeding \$800/test</p> <p>All billed amounts exceeding \$800/test</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care Emergency room facility services <i>Copay waived if admitted as inpatient. This is for the hospital/facility charge only. The ER physician charge may be separate.</i> Emergency room doctor and other services	\$100 copay per admission and then 0% coinsurance 0% coinsurance	Covered as In-Network Covered as In-Network
Ambulance (air and ground)	\$100 copay per trip, then 0% coinsurance	Covered as In-Network for true emergency
Urgent Care (physician services) <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Outpatient Mental/Behavioral Health and Substance Abuse Doctor office visit <i>Deductible does not apply to In-Network providers.</i> Facility visit: Facility fees	\$20 copay per visit 0% coinsurance	See footnote 1 See footnote 1
Outpatient Surgery Facility fees: Hospital Services and supplies for the following outpatient surgeries are subject to a benefit limit if performed in an outpatient hospital: <ul style="list-style-type: none"> ○ Arthroscopy limited to \$4,500 per procedure ○ Cataract surgery limited to \$2,000 per procedure ○ Colonoscopy limited to \$1,500 per procedure ○ Upper GI Endoscopy limited to \$1,000 per procedure ○ Upper GI Endoscopy with biopsy limited to \$1,250 per procedure Freestanding Ambulatory Surgical Center <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per day.</i> Doctor and other services	0% coinsurance 0% coinsurance up to benefit limit 0% coinsurance 0% coinsurance	See footnote 1 All billed amounts exceeding \$350/day See footnote 1

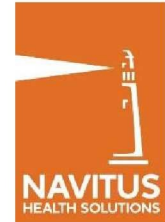
Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse)</p> <p>Facility fees (for example, room & board) <i>Coverage is limited to \$600 maximum per day for non-emergency admission at a Non-Network provider.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p> <p>See footnote 1</p>
<p>Recovery & Rehabilitation</p> <p>Home health care <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 visit limit per calendar year. Coverage for Out-of-Network Provider is limited to \$150 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$150/day. See footnote 1.</p>
<p>Rehabilitation Habilitation services (for example, physical/occupational therapy):</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 day limit per calendar year. Coverage for Out-of-Network Provider is limited to \$600 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p>
<p>Hospice <i>Deductible does not apply to In-Network providers.</i></p>	<p>No charge</p>	<p>All billed amounts exceeding the maximum allowed amount</p>
<p>Durable Medical Equipment</p>	<p>0% coinsurance</p>	<p>Not covered</p>
<p>Prosthetic Devices <i>Therapeutic shoes and inserts for members with diabetes are limited to 2 pairs per calendar year.</i></p>	<p>0% coinsurance</p>	<p>Not covered</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hearing Aids <i>Benefit is limited to \$700 every 24 months.</i>	0% coinsurance	See footnote 1
Hip/Knee/Spine <i>For inpatient services, this benefit is covered only when performed at a designated Blue Distinction Plus Center for Specialty Care. Subject to utilization review.</i>	0% coinsurance	Not covered
Hemodialysis in an Outpatient facility <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i>	0% coinsurance	All billed amounts exceeding \$350/visit
Home Infusion Therapy <i>Coverage for Out-of-Network Provider is limited to \$600 maximum per day. Subject to utilization review.</i>	0% coinsurance	All billed amounts exceeding \$600/day
Speech Therapy	0% coinsurance	See footnote 1

Footnote 1: When using Non-Network PPO Providers, members are responsible for any difference between the maximum allowed and actual charges, as well as any deductible & percentage copay.



Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family					

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Navitus SpecialtyRx helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:
Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Plan G

MEDICARE (PART A) – HOSPITAL SERVICES – PER BENEFIT PERIOD

- * A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

Services	Medicare Pays	Plan Pays	You Pay
HOSPITALIZATION* Semiprivate room and board, general nursing and miscellaneous services and supplies First 60 days 61 st thru 90 th day 91 st day and after: – While using 60 lifetime reserve days – Once lifetime reserve days are used: ▪ Additional 365 days ▪ Beyond the additional 365 days	All but \$1,364 All but \$341 a day All but \$682 a day \$0 \$0	\$1,364 (Part A Deductible) \$341 a day \$682 a day 100% of Medicare eligible expenses \$0	\$0 \$0 \$0 \$0** All costs
SKILLED NURSING FACILITY CARE* You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare Approved facility within 30 days after leaving the hospital First 20 days 21 st thru 100 th day 101 st day and after	All approved amounts All but \$170.50 a day \$0	\$0 Up to \$170.50 a day \$0	\$0 \$0 All costs
BLOOD First 3 pints Additional amounts	\$0 100%	3 pints \$0	\$0 \$0
HOSPICE CARE You must meet Medicare's requirements, including a doctor's certification of terminal illness.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care.	Medicare copayment/coinsurance	\$0

**NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Plan G

MEDICARE (PART B) – MEDICAL SERVICES – PER CALENDAR YEAR

* Once you have been billed \$185 of Medicare Approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Services	Medicare Pays	Plan Pays	You Pay
MEDICAL EXPENSES – IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT , such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment First \$185 of Medicare Approved amounts* Remainder of Medicare Approved amounts	\$0 Generally 80%	\$0 Generally 20%	\$185 (Part B Deductible) \$0
PART B EXCESS CHARGES (Above Medicare-approved amounts)	\$0	100%	\$0
BLOOD First 3 pints Next \$185 of Medicare Approved amounts* Remainder of Medicare Approved amounts	\$0 \$0 80%	All costs \$0 20%	\$0 \$185 (Part B Deductible) \$0
CLINICAL LABORATORY SERVICES – Tests For Diagnostic Services	100%	\$0	\$0

PARTS A & B

HOME HEALTH CARE MEDICARE APPROVED SERVICES – Medically necessary skilled care services and medical supplies – Durable medical equipment: <ul style="list-style-type: none"> ▪ First \$185 of Medicare Approved amounts* ▪ Remainder of Medicare Approved amounts 	100% \$0 80%	\$0 \$0 20%	\$0 \$185 (Part B Deductible) \$0
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OTHER BENEFITS – NOT COVERED BY MEDICARE

FOREIGN TRAVEL – NOT COVERED BY MEDICARE Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA First \$250 each calendar year Remainder of Charges	\$0 \$0	\$0 80% to a lifetime maximum benefit of \$50,000	\$250 20% and amounts over the \$50,000 lifetime maximum
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Benefit Highlights

WEST KERN COMMUNITY COLLEGE 04493

Effective January 1, 2019 to December 31, 2019

This is a short description of your plan benefits. For complete information, please refer to your Summary of Benefits or Evidence of Coverage. Limitations, exclusions, and restrictions may apply.

Prescription Drugs

	Your Cost	
	Network Pharmacy (30-day retail supply)	Mail Service Pharmacy (90-day supply)
Initial Coverage Stage		
Tier 1: Preferred generic	\$5 copay	\$10 copay
Tier 2: Preferred brand (includes some generic)	\$15 copay	\$30 copay
Tier 3: Non-preferred drug (includes some generic)	\$30 copay	\$60 copay
Tier 4: Specialty tier	\$30 copay	\$60 copay
Coverage gap stage	After your total drug costs reach \$3,820, the plan continues to pay its share of the cost of your drugs and you pay your share of the cost	
Catastrophic coverage stage	After your total out-of-pocket costs reach \$5,100, you will pay the greater of \$3.40 copay for generic (including brand drugs treated as generic), \$8.50 copay for all drugs, or 5% coinsurance	

Plans are insured through UnitedHealthcare Insurance Company or one of its affiliated companies, a Medicare-approved Part D sponsor. Enrollment in the plan depends on the plan's contract renewal with Medicare.

Retiree plan prospects must meet the eligibility requirements to enroll for group coverage. This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments, and restrictions may apply. Drug lists (formulary), pharmacy network, premium and/or copayments/coinsurance may change each plan year.

Contract Teaching Faculty Observation Form

Assoc. Professor's Name:

Date:

Location:

Time:

Observer's Name:

Class:

1. Relevancy of subject matter to course objectives

Excellent Good Satisfactory Needs Improvement Not Observed

2. Adaptation of materials to student needs

Excellent Good Satisfactory Needs Improvement Not Observed

3. Preparation

Excellent Good Satisfactory Needs Improvement Not Observed

4. Presentation of material is organized and stimulating

Excellent Good Satisfactory Needs Improvement Not Observed

5. Instructional techniques address diverse student learning styles

Excellent Good Satisfactory Needs Improvement Not Observed

6. Effective use of student time

Excellent Good Satisfactory Needs Improvement Not Observed

7. Critical thinking stimulation

Excellent Good Satisfactory Needs Improvement Not Observed

8. Enthusiasm for teaching

Excellent Good Satisfactory Needs Improvement Not Observed

9. Enthusiasm for subject

Excellent Good Satisfactory Needs Improvement Not Observed

10. Professionalism

Excellent Good Satisfactory Needs Improvement Not Observed

11. Rapport with students (tact, consideration, friendliness, humor)

Excellent Good Satisfactory Needs Improvement Not Observed

12. Communication with students

Excellent Good Satisfactory Needs Improvement Not Observed

13. Appropriate student participation

Excellent Good Satisfactory Needs Improvement Not Observed

14. Observer Comments:

15. Additional Observer comments for areas that have not been addressed:

16. Contract Faculty Member Comments:

Evaluator Signature

Date

Contract Faculty Member Signature

Date



Contract Non-Teaching Faculty Non Counselor Observation Form

Name: _____ Date: _____

Location: _____ Time: _____

Observer's Name: _____

1. Professionalism

a. Keeps current on trends & development in professional field and shows evidence in maintaining professional growth

Excellent Good Satisfactory Needs improvement Not applicable

b. Has a good rapport with colleagues

Excellent Good Satisfactory Needs improvement Not applicable

c. Accepts criticism

Excellent Good Satisfactory Needs improvement Not applicable

d. Submits required departmental reports on time

Excellent Good Satisfactory Needs improvement Not applicable

e. Maintain adequate and appropriate records

Excellent Good Satisfactory Needs improvement Not applicable

f. Observe health and safety regulations

Excellent Good Satisfactory Needs improvement Not applicable

g. Attend required meetings

Excellent Good Satisfactory Needs improvement Not applicable

2. Professional Contributions

a. Makes contributions to the department/college

Excellent Good Satisfactory Needs improvement Not applicable

b. Serve effectively on special assignments, committees, projects, research and development areas as needed by the department/college

Excellent Good Satisfactory Needs improvement Not applicable

c. Bears an appropriate share of responsibilities

Excellent Good Satisfactory Needs improvement Not applicable

d. Promote students' access to college wide services

Excellent Good Satisfactory Needs improvement Not applicable

e. Communicate well with faculty and staff

Excellent Good Satisfactory Needs improvement Not applicable

f. Provide students with materials that are appropriate to needs, able to refer students appropriately when necessary

Excellent Good Satisfactory Needs improvement Not applicable

g. Strive to maintain an environment conducive to study, data collection and learning

Excellent Good Satisfactory Needs improvement Not applicable

h. Demonstrates sensitivity in working with diverse populations of students

Excellent Good Satisfactory Needs improvement Not applicable

i. Works effectively with faculty and staff

Excellent Good Satisfactory Needs improvement Not applicable

3. Observer Comments:

4. Additional comments for areas that have not been addressed:

5. Contract Faculty Member Comments:

Evaluator Signature

Date

Contract Faculty Member Signature

Date



Contract Non Teaching Faculty Counselor Observation Form

Assoc. Professor's Name:

Date:

Location:

Time:

Observer's Name:

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A counselor's peers represent the best means to assess certain areas of counselor performance. The evaluation will be divided into two parts. The first part is concerned with counselor competencies and relations with students. It is similar to the form filled out by the students. The second part is concerned with other areas on which peers are qualified to evaluate.

Counseling Responsibilities – Rate the counselor in terms of competence in the following.

	Excellent	Good	Average	Below Average	N/A
A. Competence in Counseling					
1. Makes effective use of preparation time by reviewing student folders prior to the interview and researches problems brought by counselees.					
2. Finds answers to problems brought by counselees or directs them to other sources of information.					
3. Knows appropriate time to make a referral of counselees to another agency or specialist for help. (Does not attempt to counsel in areas for which he/she is unprepared or to handle personal problems beyond the scope of the college counselor.)					
4. Is knowledgeable of student support services available at the college, e.g. Financial Aid, Career Guidance, Learning Center.					
5. Is knowledgeable in such areas as district and college policies and requirements affecting students.					
6. Helps counselees to discover effective ways of dealing with their situation.					
7. Supports counselees in seeking solutions to a problem rather than trying to solve it for them.					
8. Knows graduation requirements for the college.					
9. Is knowledgeable regarding transfer requirements at colleges and universities to which students may be transferring.					
10. Knows entrance and graduation requirements at colleges and universities to which students may be transferring.					

11. Has the ability to assist counselees in obtaining career information.					
12. Is knowledgeable about current trends and recent developments in the field of counseling.					
13. Presents ideas clearly.					
14. Demonstrates listening skills through attentiveness and ability to convey understanding of views expressed.					
15. Shows evidence of ability to understand perspective of counselees.					
16. Is able to assist individuals in defining the problem or concern.					
17. Demonstrates acceptance of other individuals.					
18. Adheres to the principle of confidentiality.					
B. Relations with Students					
1. Establishes rapport with counselees. (Is friendly, sincere, and shows an interest in their problems.)					
2. Provides adequate privacy for the counseling interview.					
3. Provides an opportunity for counselee to express needs and concerns.					
4. Creates an atmosphere, which enables counselees to feel comfortable.					
5. Gives counselees an opportunity for follow-up.					
6. Focuses attention on counselees during the session.					

COMMENTS: COUNSELOR

COMMENTS: PEER

Date: _____

*Signature of Counselor: _____

Date: _____

*Signature of Peer: _____

*This signature indicates that the faculty member and evaluator, together, discussed this Evaluation of Non-Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

Instructor:

Course:

Date:

Regular Effective Contact: DE courses are considered the “virtual equivalent” to in-person courses. Instructor regularly initiates interaction with students to determine that they are accessing and comprehending course material and that they are participating regularly in the activities in the course.

- [Taft College Regular Effective Contact Procedure: AP 4105](#)

Regular Effective Contact	Yes	No	Notes
1. Syllabus includes a communication policy that covers the following: a. Specify frequency of all contact initiated by the instructor. <i>For example, state how often students can expect to receive a class email or how long a student should expect to wait to receive</i>			
b. Specify timeliness of response to student-initiated contact. <i>For example, “Monday-Thursday I usually respond to your emails within 24 hours. I will respond to emails sent Friday-Sunday on</i>			
c. Explain course policy regarding student-initiated contact (where to post questions, assignments, etc.)			
d. Important dates, such as assignment and assessment deadlines are clearly visible.			
e. Instructor contact information includes virtual or in-person office hours.			
2. Weekly contact is maintained and occurs as often as is appropriate for the course.			
3. Frequent and substantive feedback is provided throughout the course. <i>This includes individual feedback on assignments and discussions, but can also include prepared feedback utilizing tools such as rubrics and quizzes feedback.</i>			

Regular Effective Contact	Yes	No	Notes
4. Regarding the type of contact that will exist in all Taft College distance learning courses, instructors will use three or more of the following methods to maintain contact with students (check all that apply):			
a. Orientation materials.			
b. Weekly announcements in the course management system.			
c. Threaded discussion boards within the course management system with appropriate instructor participation. "Questions for the Instructor" forums are good, but should be used in conjunction with other forums.			
d. Email contact (within or outside the CMS).			
e. Participation in online group collaboration projects.			
f. Face-to-face informal meetings (e.g. review sessions).			
g. Face-to-face formal meetings (e.g. regular, scheduled class sessions).			
h. Feedback for student work.			
i. Podcasts.			
j. Instructor-prepared e-lectures or publisher-created e-lectures or materials (written, recorded, broadcast, etc.) that facilitate the "virtual equivalent" of the face-to-face class.			
k. Virtual Office hours via the chat function in the course management system or other synchronous systems such as CCC Confer.			
l. Screencasts.			
m. Personalized feedback for student work.			
n. Voicemail and telephone.			
o. Interactive mobile technologies (Chat, Text, Instagram, Facebook, Twitter, etc.).			
p. Videoconferencing (Skype, CCC Confer, FaceTime).			
q. Live orientation or review sessions.			
r. Others as appropriate.			

Accessibility: DE courses will allow a student using assistive technologies the ability to access the instructor’s course content as required by Section 508 of the Rehabilitation Act of 1973 (also known as “508 Compliance”).

- [Taft College Accessibility Standards: AP 5145](#)

Accessibility	Yes	No	Notes
1. All learning activities and/or instructional media are accessible.			
a. Videos are accurately captioned.			
b. Audio files are transcribed.			
c. Objects (including images, tables, and charts) have alternative text.			
d. Course materials are “readable” in terms of effective font, color contrast, and spacing. Color blindness color chart is followed and/or is not the only method used to convey meaning.			
e. Hyperlink text is meaningful.			
f. Documents are created in such a way that screen reading software is able to “read” them. (i.e. styles are used; column header rows in tables are specified, etc.)			

Course Content: DE courses shall have content organized in a way that enables logical navigation and makes learning objectives clear.

Course Content	Yes	No	Notes
1. Course learning objectives are made visible to students throughout the course.			
a. Course content is clearly aligned with and sufficient to meet the learning objectives.			
b. Assessments appear to align with the objectives.			
2. Navigation and content flow are easily determined by the user.			
3. Course design includes instructions for learners to work with content in meaningful ways (i.e. guiding students to take notes during a video; explaining what to look for in an article, etc.).			



Contract Teaching Faculty Self Evaluation Guidelines

1. SUBJECT MATTER

Subject matter refers to the areas of your teaching responsibilities.

Curriculum Development

List each course you teach and describe your activities in implementing or improving each course. A wide variety of activities could be included here, e.g., developing evaluation tools, textbook review and implementation, course related website development, redesigning a laboratory exercise, developing course objectives, etc.

Professional Development in Subject Matter Areas

Describe any activities that improved your knowledge or experience in your subject areas.

2. INSTRUCTIONAL METHODOLOGY

Instructional Strategies

Describe the strategies you use in your classes. For example, address any of the following suggested areas that are appropriate to your teaching style and philosophy.

It is not necessary to address each of these items

- a. How do you implement the cognitive ladder in your classes (Bloom's Taxonomy)?
- b. How do you address student's differing learning styles in your class activities?
- c. How do you encourage contact between instructor and student?
- d. How do you develop reciprocity and cooperation among students?
- e. How do you use active learning techniques?
- f. How do you practice prompt feedback?
- g. How do you emphasize time on task?
- h. How do you emphasize high expectations?
- i. How do you respect diverse talents and ways of learning?
- j. How do you use learning objectives on course content?
- k. How do you assess for learning objectives on course content?
- l. How do you incorporate multiculturalism into your courses?

Self-Development Activities in the Area of Instructional Skills

List any activities in which you participated to improve instructional methods.

Attach a Complete Curriculum Packet

You may be asked to submit additional packets. The packet should include a syllabus, a sample lesson, a sample assignment and a sample assessment i.e. test or quiz and an explanation of how the evaluation is accomplished.

3. PROFESSIONAL RELATIONS

College Relations

3.1.1 Division Service

Describe your current and planned involvement within your division.

3.1.2 College Service

List your committee assignments and describe your participation in those committees.

List any other college service you are involved with and describe this service.

3.2 *Peer Relations*

Relate the ways you are involved with your peers on campus to improve the college in these sections.

3.2.1 List of your peer evaluation committee members.

3.2.2 Response to peer classroom observation/evaluations.

Respond to the evaluations issued by your peers.

3.2.3 Other activities with your peer committee or other faculty.

Explain other activities you may participate in with faculty such as class visitations, co-development efforts in coursework, field investigation, etc.

3.3 *Student Relations*

3.3.1 Response to student evaluations.

3.3.2 Ethnic/cultural/age/gender/disability diversity sensitivity development.

Describe your efforts to develop a depth of awareness to other cultures, value systems, ethnic heritage, age and gender related issues, and/or other areas related to the diversity of people we serve.

3.4 *Community Relations*

3.4.1 Describe your activities in community service outside of Taft College.

3.4.2 Describe your efforts to discover the Taft College community.

3.4.3 Describe your efforts to help others discover Taft College.

Contract Non-Teaching Non Counselor Faculty Self Evaluation Guidelines

SELF-EVALUATION

Indicate . . .

- ✓ Positive attributes
- ✓ Areas for improvement
- ✓ Plan to enhance overall competency
- ✓ Faculty member's action plan
- ✓ Supervisor's action plan

General areas to be considered . . .

- ✓ Each area of responsibility
- ✓ Methodology
- ✓ Professional relations
 - ✓ College relations
 - ◆ Describe your current and planned involvement within your areas of responsibility including improving learning outcomes
 - ◆ List your committee assignments and describe your participation on those committees
 - ✓ Peer relations
 - ◆ Relate the ways you are involved with your peers on campus to improve the college
 - ◆ List your peer committee members

✓ Student relations

- ◆ Response to student evaluations
- ◆ Describe your efforts to develop a depth of awareness to other cultures, value systems, ethnic heritage, age, and gender and disability related issues, and/or other areas related to the diversity of the people served by Taft College

✓ Community relations

- ◆ Describe your activities in community service outside of Taft College
- ◆ Describe your efforts to discover the Taft College community
- ◆ Describe your efforts to help others discover Taft College

My self-evaluation was discussed with my immediate supervisor and /or the Vice President.

Contract Faculty Member Signature

Date

Immediate Supervisor Signature

Date

Supervising Administrator Signature

Date



Contract Non Teaching Counselors Self Evaluation Guidelines

Employee Name (Last, First, Middle)	
Role Title and/or Working Title	Supervisor Name
List your work related accomplishments and/or contributions for this performance cycle. Including any training/development classes, projects, completed assignments, and anything else that you think should be included.	
What areas of your performance have you been most successful?	
Are there any aspects of your work where you have not done as well as hoped and why? (Give examples). What things could be done to improve on these aspects on your part, your supervisor's, and the department/organization?	
List any training and/or development activities that would help you improve your work performance or enhance your career objectives.	
List a particular goal/achievement(s) you would like to complete in the next performance year. What guidelines have you set up to accomplish these and how can your supervisor and the department assist you in achieving these goals?	
Does your current work profile accurately reflect the duties of your position? If not how does it need to be amended?	

List strategies you utilize to facilitate student learning and independent decision-making.

COMMENTS

Supervisor's Signature:

Date:

Employee's Signature:

Date:

Taft College Student Evaluation of Instructor and Course

The following statements reflect some of the ways that instructors can be described. Please use the following scale to indicate the degree to which you think the statement is descriptive of the instructor under your consideration:

A=Excellent, B=Good, C=Average, D=Unsatisfactory, F=Fail, N/A=Not Applicable

The Instructor . . .	A	B	C	D	F	N/A
1. Is knowledgeable in the subject area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. States clearly the course objectives and requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. States clearly the assignment requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Uses a variety of instructional techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Presents material in an organized, stimulating manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Encourages student participation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Responds to students' questions for clarification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. States clearly the grading policy and consistently practices it.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Uses student time effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is helpful and genuinely interested in students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Provides timely feedback on tests and assignments.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Shows respect for student ethnic, religious and/or gender differences ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Is willing to provide individual assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Is available for consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please provide an overall rating for . . .						
15. This instructor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. This course.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Textbook(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18a. Would you recommend this instructor to a friend?
 Definitely Yes Probably Yes Probably No Definitely No

18b. Why would you recommend or not recommend this instructor?

19. How can Taft College improve this course?

20. Comments? (Please use the back of this form if you need additional space)

Thank you for your participation!
 Results of this evaluation will be given to the instructor AFTER grades are submitted.

Taft College Evaluación Del Instructor Y Curso

Las siguientes frases pueden ser utilizadas para describir las habilidades y técnicas del profesor indicado. Utilizando la escala a la derecha, escoja la calificación que usted considere que mejor describa al maestro. Rellene el círculo con la respuesta que corresponda con su respuesta:

A= Excelente, B=Bueno, C=Promedio, D= Insatisfactorio, F= reprovado, N/A=No aplicable

El Maestro . . .	A	B	C	D	F	N/A
1. Sabe mucho de la materia del curso.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Aclara bien los objetivos y requisitos del curso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Explica bien las tareas que se requieren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Usa varios métodos para enseñar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Presenta la materia en una manera estimulante y organizada.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Contesta las preguntas de los estudiantes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Responde claramente a las preguntas de los estudiantes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Explica claramente la póliza de las normas de calificación	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Usa efectivamente el tiempo con los estudiantes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Es acomedido y tiene gran interés por enseñar a los estudiantes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Da calificaciones en un tiempo moderado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Muestra respeto hacia los estudiantes según las diferentes étnicas, religiones, y sexos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trata de proveer asistencia individual a los alumnos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Está disponible para contestar preguntas.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Por favor ofrezca información general del . . .						
15. ... Maestro	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. ... Curso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. ... Libro(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18a. ¿Recomendaría este maestro a sus amigos?
 Definitivamente sí Probablemente sí Probablemente no Definitivamente no

18b. ¿Por qué usted recomendaría o no recomendaría a este instructor?

19. ¿Cómo puede la universidad de Taft mejorar este curso?

20. ¿Comentarios? (Utilice por favor la parte posterior de esta forma si usted necesita el espacio adicional.)

¡Gracias por tu participación!
 Los resultados de esta evaluación estarán dados al instructor después que las calificaciones finales estén revisadas.

Taft College Student Evaluation of Counselor

You recently met with the counselor listed below. The following statements reflect some of the ways that counselors can be described. Please use the following scale to indicate the degree to which you think the statement is descriptive of the counselor under your consideration:
 A = Excellent, B = Good, C = Average, D = Unsatisfactory, F = Fail, N/A = Not Applicable

Counselor's Name:	Date:
-------------------	-------

Please indicate under which circumstances you saw this counselor:

Scheduled appointment Drop-in

What was the primary purpose of this meeting with the counselor? (Check all that apply)

Establishing educational goals or academic counseling
 Determining course options or pre-registration counseling
 Career counseling
 Personal counseling
 Other (briefly describe) _____

The Advisor/Counselor:	A	B	C	D	F	N/A
1. Is available when I need assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is approachable and easy to talk with	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is interested and enthusiastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Gives clear explanations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Encourages me to play an active role in achieving my education goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Helps me to identify obstacles that I need to overcome to achieve my educational goals (childcare, transportation, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Allows me sufficient time to discuss issues and concerns.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rate the following questions if they apply to your counseling session:						
9. Made appropriate referrals to other college resources (tutoring, financial aid, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Provided useful and relevant career counseling information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Provided help with personal concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Made appropriate on campus or off campus referrals to help me solve my personal problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

Evaluación del consejero en Taft College por el estudiante

Usted recientemente se ha reunido con el consejero, mencionado arriba. Las siguientes declaraciones reflejan algunas de las maneras que consejeros pueden ser descritos. Utilice por favor la siguiente escala para indicarle el grado en que usted piensa que la declaración descrita del consejero es en su consideración.

A= Excelente, B=Bueno, C=Promedio, D= Insatisfactorio, F= Reprobado, N/A=No aplicable

Nombre del Consejero:

Fecha:

Indique por favor bajo qué circunstancias usted visito a este consejero:

Hizo una Cita

Visitó en horas abiertas

¿Cuál fue el principal motivo de su visita con el consejero? (Marque todas las casillas que se apliquen)

- Establecimiento de metas educativas o consejería académica
- Determinar otras alternativas respecto a las clases o para pre-inscripción
- Consejería relacionada a las carreras
- Consejería personal
- Otro (describa brevemente) _____

Consejero:	A	B	C	D	F	N/ A
1. El Consejero está disponible cuando necesito ayuda	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El Consejero (a) es accesible y muestra interés al conversar.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. El Consejero (a) muestra interés y entusiasmo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. El Consejero (a) me da explicaciones claras.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. El Consejero (a) me aconseja y motiva a lograr mis metas educacionales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. El Consejero (a) me ayuda a identificar los obstáculos que necesito para vencer y lograr mis objetivos educacionales (cuidado de niños y transportación etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. El Consejero (a) me permite tiempo suficiente para discutir problemas que me conciernen.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Califique las siguientes preguntas solo si se aplican a su sesión de consejería:						
9. El Consejero (a) hace referencias adecuadas para otros recursos colegiales (tutoría, ayuda financiera, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. El Consejero (a) provee información académica útil y relevante	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. El Consejero (a) me ayuda con asuntos personales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. El Consejero (a) hace las referencias adecuadas dentro y fuera del College para resolver mis problemas personales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comentarios adicionales:



Contract Faculty Peer Evaluation Committee Checklist

Include the following items in the document packet from the Division Chair to the Supervising Administrator:

- Observation Forms**
- Self Evaluation**
- Peer Evaluation Committee Recommendation**
- Comments in Support of Recommendation**



Memorandum

Date:
To: [Supervising Administrator]
From: [Division Chair]
Re: Peer Evaluation Committee Recommendation

The following recommendation is based upon a combination of evaluative methods:

1. Peer classroom observation by each member of the peer evaluation committee.
2. Discussion of classroom observation between each committee member and instructor.
3. Committee discussion, comparison, and evaluation of classroom observations.
4. Committee examination and discussion of student evaluations.
5. Committee examination of instructor's written self-evaluation.
6. Committee examination of written course materials (syllabus, sample lesson, sample assignment, sample assessment i.e. test or quiz and explanation of how the evaluation is accomplished) as provided by the instructor.

Recommendation for: _____ (Associate Professor Name)

- Recommendation: Retention for 20xx – 20xx
 Retention for 20xx – 20xx with Qualification
 Non-retention

Peer Evaluation Committee Members (administrators should not be members of the peer committee, and division chairs may or may not be on the peer committee):

Name	_____ Signature _____	Date	_____
Name	_____ Signature _____	Date	_____
Name	_____ Signature _____	Date	_____
Name	_____ Division Chair Signature _____	Date	_____



Contract Faculty Supervising Administrator Checklist

Associate Professor Name

Include the following items in the document packet from Supervising Administrator to the Human Resources Department:

- Observation Forms**
- Self Evaluation**
- Peer Evaluation Committee Recommendation**
- Supervising Administrator Recommendation**



Memorandum

Date:

To: Human Resources

From: Supervising Administrator

Re: Evaluation Recommendation

The following recommendation is based upon a combination of evaluative methods:

1. Peer classroom/workplace observation by each member of the peer evaluation committee.
2. Administrator classroom observation.
3. Discussion of classroom observation between each committee member and instructor.
4. Committee discussion, comparison, and evaluation of classroom observations.
5. Committee examination and discussion of student evaluations.
6. Supervising Administrator examination and discussion of student evaluations.
7. Committee examination of instructor's written self-evaluation.
8. Supervising Administrator's examination of instructor's written self-evaluation.
9. Committee examination of written course materials (syllabus, sample lesson, sample assignment, sample assessment i.e. test or quiz and explanation of how the evaluation is accomplished) as provided by the instructor.
10. Supervising Administrator examination of written course materials (syllabus, sample lesson, sample assignment, sample assessment i.e. test or quiz and explanation of how the evaluation is accomplished) as provided by the instructor.
11. Peer evaluation committee recommendation

Recommendation for:

- Recommendation: Retention for 20xx – 20xx
 Retention for 20xx – 20xx with Qualification
 Non-retention

Instructor's Name _____

Date _____

Supervising Administrator _____

Date _____



TENURED TEACHING FACULTY EVALUATION
STATEMENT OF COMPLIANCE

(Professor)

20xx-xx
(Academic Year)

1. **Self Evaluation.** A written evaluation indicating positive attributes, shortcomings, and a possible plan to enhance overall competency. Four general areas are to be considered:

- (1) Subject Matter (2) Methodology (3) Professional Relations (4) Growth Plan

My self evaluation was discussed with _____ on _____
(Division Chair Signature) (Date)

or _____ on _____
(Supervising Administrator Signature) (Date)

(Professor Signature)

2. **Peer Evaluation.** Within this context the optimum benefit to each teacher may result from the interaction among three faculty members on an informal basis. Outcomes of such faculty sharing could be improved techniques of instruction and such other goals and objectives as are individually selected. My self evaluation has been reviewed with my peer committee.

My committee members are:

_____, _____, _____
(Signature) (Signature) (Signature)

Peer evaluation was completed on _____ on _____
(Date) (Professor Signature)

3. **Student Evaluation.**

The results of the student evaluations were discussed with _____ on _____
(Division Chair Signature) (Date)

or _____ on _____
(Supervising Administrator Signature) (Date)

(Professor Signature)

4. My evaluation was discussed with my Supervising Administrator and is attached to this form:

(Professor Signature) (Supervising Administrator Signature) (Date)

Adjunct Teaching Faculty Observation Form

Name: _____ Date: _____

Location: _____ Time: _____

Observer's Name: _____ Class: _____

1. Relevancy of subject matter to course objectives

Excellent Good Satisfactory Needs Improvement Not Observed

2. Adaptation of materials to student needs

Excellent Good Satisfactory Needs Improvement Not Observed

3. Preparation

Excellent Good Satisfactory Needs Improvement Not Observed

4. Presentation of material is organized and stimulating

Excellent Good Satisfactory Needs Improvement Not Observed

5. Instructional techniques address diverse student learning styles

Excellent Good Satisfactory Needs Improvement Not Observed

6. Effective use of student time

Excellent Good Satisfactory Needs Improvement Not Observed

7. Critical thinking stimulation

Excellent Good Satisfactory Needs Improvement Not Observed

8. Enthusiasm for teaching

Excellent Good Satisfactory Needs Improvement Not Observed

9. Enthusiasm for subject

Excellent Good Satisfactory Needs Improvement Not Observed

10. Professionalism

Excellent Good Satisfactory Needs Improvement Not Observed

11. Rapport with students (tact, consideration, friendliness, humor)

Excellent Good Satisfactory Needs Improvement Not Observed

12. Communication with students

Excellent Good Satisfactory Needs Improvement Not Observed

13. Appropriate student participation

Excellent Good Satisfactory Needs Improvement Not Observed

14. Observer Comments:

15. Additional Observer comments for areas that have not been addressed:

16. Adjunct Faculty Member Comments:

Evaluator Signature

Date

Adjunct Faculty Member Signature

Date



Adjunct Non-Teaching Faculty Non Counselor Observation Form

Name:

Date:

Location:

Time:

Observer's Name:

1. Professionalism

a. Keeps current on trends & development in professional field and shows evidence in maintaining professional growth

Excellent Good Satisfactory Needs improvement Not applicable

b. Has a good rapport with colleagues

Excellent Good Satisfactory Needs improvement Not applicable

c. Accepts criticism

Excellent Good Satisfactory Needs improvement Not applicable

d. Submits required departmental reports on time

Excellent Good Satisfactory Needs improvement Not applicable

e. Maintain adequate and appropriate records

Excellent Good Satisfactory Needs improvement Not applicable

f. Observe health and safety regulations

Excellent Good Satisfactory Needs improvement Not applicable

g. Attend required meetings

Excellent Good Satisfactory Needs improvement Not applicable

2. Professional Contributions

a. Makes contributions to the department/college

Excellent Good Satisfactory Needs improvement Not applicable

b. Serve effectively on special assignments, committees, projects, research and development areas as needed by the department/college

Excellent Good Satisfactory Needs improvement Not applicable

c. Bears an appropriate share of responsibilities

Excellent Good Satisfactory Needs improvement Not applicable

d. Promote students' access to college wide services

Excellent Good Satisfactory Needs improvement Not applicable

e. Communicate well with faculty and staff

Excellent Good Satisfactory Needs improvement Not applicable

f. Provide students with materials that are appropriate to needs, able to refer students appropriately when necessary

Excellent Good Satisfactory Needs improvement Not applicable

g. Strive to maintain an environment conducive to study, data collection and learning

Excellent Good Satisfactory Needs improvement Not applicable

h. Demonstrates sensitivity in working with diverse populations of students

Excellent Good Satisfactory Needs improvement Not applicable

i. Works effectively with faculty and staff

Excellent Good Satisfactory Needs improvement Not applicable

3. Observer Comments:

4. Additional comments for areas that have not been addressed:

5. Adjunct Faculty Member Comments:

Evaluator Signature

Date

Adjunct Faculty Member Signature

Date



Adjunct Non Teaching Faculty Counselor Observation Form

Name: _____ Date: _____

Location: _____ Time: _____

Observer's Name: _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A counselor's peers represent the best means to assess certain areas of counselor performance. The evaluation will be divided into two parts. The first part is concerned with counselor competencies and relations with students. It is similar to the form filled out by the students. The second part is concerned with other areas on which peers are qualified to evaluate.

Counseling Responsibilities – Rate the counselor in terms of competence in the following.

	Excellent	Good	Average	Below Average	N/A
A. Competence in Counseling					
1. Makes effective use of preparation time by reviewing student folders prior to the interview and researches problems brought by counselees.					
2. Finds answers to problems brought by counselees or directs them to other sources of information.					
3. Knows appropriate time to make a referral of counselees to another agency or specialist for help. (Does not attempt to counsel in areas for which he/she is unprepared or to handle personal problems beyond the scope of the college counselor.)					
4. Is knowledgeable of student support services available at the college, e.g. Financial Aid, Career Guidance, Learning Center.					
5. Is knowledgeable in such areas as district and college policies and requirements affecting students.					
6. Helps counselees to discover effective ways of dealing with their situation.					
7. Supports counselees in seeking solutions to a problem rather than trying to solve it for them.					
8. Knows graduation requirements for the college.					
9. Is knowledgeable regarding transfer requirements at colleges and universities to which students may be transferring.					
10. Knows entrance and graduation requirements at colleges and universities to which students may be transferring.					

11. Has the ability to assist counselees in obtaining career information.					
12. Is knowledgeable about current trends and recent developments in the field of counseling.					
13. Presents ideas clearly.					
14. Demonstrates listening skills through attentiveness and ability to convey understanding of views expressed.					
15. Shows evidence of ability to understand perspective of counselees.					
16. Is able to assist individuals in defining the problem or concern.					
17. Demonstrates acceptance of other individuals.					
18. Adheres to the principle of confidentiality.					
B. Relations with Students					
1. Establishes rapport with counselees. (Is friendly, sincere, and shows an interest in their problems.)					
2. Provides adequate privacy for the counseling interview.					
3. Provides an opportunity for counselee to express needs and concerns.					
4. Creates an atmosphere, which enables counselees to feel comfortable.					
5. Gives counselees an opportunity for follow-up.					
6. Focuses attention on counselees during the session.					

COMMENTS: ADJUNCT COUNSELOR

COMMENTS: PEER

Date: _____

*Signature of Adjunct Counselor: _____

Date: _____

*Signature of Peer: _____

*This signature indicates that the faculty member and evaluator, together, discussed this Evaluation of Non-Instructor Performance. It does not necessarily denote reciprocal agreement with all factors of the evaluation.

Instructor:

Course:

Date:

Regular Effective Contact: DE courses are considered the “virtual equivalent” to in-person courses. Instructor regularly initiates interaction with students to determine that they are accessing and comprehending course material and that they are participating regularly in the activities in the course.

- [Taft College Regular Effective Contact Procedure: AP 4105](#)

Regular Effective Contact	Yes	No	Notes
1. Syllabus includes a communication policy that covers the following: a. Specify frequency of all contact initiated by the instructor. <i>For example, state how often students can expect to receive a class email or how long a student should expect to wait to receive</i>			
b. Specify timeliness of response to student-initiated contact. <i>For example, “Monday-Thursday I usually respond to your emails within 24 hours. I will respond to emails sent Friday-Sunday on</i>			
c. Explain course policy regarding student-initiated contact (where to post questions, assignments, etc.)			
d. Important dates, such as assignment and assessment deadlines are clearly visible.			
e. Instructor contact information includes virtual or in-person office hours.			
2. Weekly contact is maintained and occurs as often as is appropriate for the course.			
3. Frequent and substantive feedback is provided throughout the course. <i>This includes individual feedback on assignments and discussions, but can also include prepared feedback utilizing tools such as rubrics and quizzes feedback.</i>			

Regular Effective Contact	Yes	No	Notes
4. Regarding the type of contact that will exist in all Taft College distance learning courses, instructors will use three or more of the following methods to maintain contact with students (check all that apply):			
a. Orientation materials.			
b. Weekly announcements in the course management system.			
c. Threaded discussion boards within the course management system with appropriate instructor participation. "Questions for the Instructor" forums are good, but should be used in conjunction with other forums.			
d. Email contact (within or outside the CMS).			
e. Participation in online group collaboration projects.			
f. Face-to-face informal meetings (e.g. review sessions).			
g. Face-to-face formal meetings (e.g. regular, scheduled class sessions).			
h. Feedback for student work.			
i. Podcasts.			
j. Instructor-prepared e-lectures or publisher-created e-lectures or materials (written, recorded, broadcast, etc.) that facilitate the "virtual equivalent" of the face-to-face class.			
k. Virtual Office hours via the chat function in the course management system or other synchronous systems such as CCC Confer.			
l. Screencasts.			
m. Personalized feedback for student work.			
n. Voicemail and telephone.			
o. Interactive mobile technologies (Chat, Text, Instagram, Facebook, Twitter, etc.).			
p. Videoconferencing (Skype, CCC Confer, FaceTime).			
q. Live orientation or review sessions.			
r. Others as appropriate.			

Accessibility: DE courses will allow a student using assistive technologies the ability to access the instructor’s course content as required by Section 508 of the Rehabilitation Act of 1973 (also known as “508 Compliance”).

- [Taft College Accessibility Standards: AP 5145](#)

Accessibility	Yes	No	Notes
1. All learning activities and/or instructional media are accessible.			
a. Videos are accurately captioned.			
b. Audio files are transcribed.			
c. Objects (including images, tables, and charts) have alternative text.			
d. Course materials are “readable” in terms of effective font, color contrast, and spacing. Color blindness color chart is followed and/or is not the only method used to convey meaning.			
e. Hyperlink text is meaningful.			
f. Documents are created in such a way that screen reading software is able to “read” them. (i.e. styles are used; column header rows in tables are specified, etc.)			

Course Content: DE courses shall have content organized in a way that enables logical navigation and makes learning objectives clear.

Course Content	Yes	No	Notes
1. Course learning objectives are made visible to students throughout the course.			
a. Course content is clearly aligned with and sufficient to meet the learning objectives.			
b. Assessments appear to align with the objectives.			
2. Navigation and content flow are easily determined by the user.			
3. Course design includes instructions for learners to work with content in meaningful ways (i.e. guiding students to take notes during a video; explaining what to look for in an article, etc.).			

Taft College Student Evaluation of Instructor and Course

APPENDIX H

The following statements reflect some of the ways that instructors can be described. Please use the following scale to indicate the degree to which you think the statement is descriptive of the instructor under your consideration:

A=Excellent, B=Good, C=Average, D=Unsatisfactory, F=Fail, N/A=Not Applicable

The Instructor . . .	A	B	C	D	F	N/A
1. Is knowledgeable in the subject area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. States clearly the course objectives and requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. States clearly the assignment requirements.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Uses a variety of instructional techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Presents material in an organized, stimulating manner.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Encourages student participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Responds to students' questions for clarification.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. States clearly the grading policy and consistently practices it.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Uses student time effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is helpful and genuinely interested in students.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Provides timely feedback on tests and assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Shows respect for student ethnic, religious and/or gender differences ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Is willing to provide individual assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Is available for consultation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please provide an overall rating for . . .						
15. This instructor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. This course	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Textbook(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18a. Would you recommend this instructor to a friend?
 Definitely Yes Probably Yes Probably No Definitely No

18b. Why would you recommend or not recommend this instructor?

19. How can Taft College improve this course?

20. Comments? (Please use the back of this form if you need additional space)

Thank you for your participation!
 Results of this evaluation will be given to the instructor AFTER grades are submitted.

Taft College Evaluación Del Instructor Y Curso

Las siguientes frases pueden ser utilizadas para describir las habilidades y técnicas del profesor indicado. Utilizando la escala a la derecha, escoja la calificación que usted considere que mejor describa al maestro. Rellene el círculo con la respuesta que corresponda con su respuesta:

A= Excelente, B=Bueno, C=Promedio, D= Insatisfactorio, F= reprovado, N/A=No aplicable

El Maestro . . .	A	B	C	D	F	N/A
1. Sabe mucho de la materia del curso.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Aclara bien los objetivos y requisitos del curso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Explica bien las tareas que se requieren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Usa varios métodos para enseñar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Presenta la materia en una manera estimulante y organizada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Contesta las preguntas de los estudiantes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Responde claramente a las preguntas de los estudiantes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Explica claramente la póliza de las normas de calificación.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Usa efectivamente el tiempo con los estudiantes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Es acomedido y tiene gran interés por enseñar a los estudiantes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Da calificaciones en un tiempo moderado.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Muestra respeto hacia los estudiantes según las diferentes étnicas, religiones, y sexos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trata de proveer asistencia individual a los alumnos.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Está disponible para contestar preguntas.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Por favor ofrezca información general del . . .						
15. .. Maestro.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. .. Curso.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. .. Libro(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18a. ¿Recomendaría este maestro a sus amigos?
 Definitivamente sí Probablemente sí Probablemente no Definitivamente no

18b. ¿Por qué usted recomendaría o no recomendaría a este instructor?

19. ¿Cómo puede la universidad de Taft mejorar este curso?

20. ¿Comentarios? (Utilice por favor la parte posterior de esta forma si usted necesita el espacio adicional.)

¡Gracias por tu participación!
 Los resultados de esta evaluación estarán dados al instructor después que las calificaciones finales estén revisadas.

Taft College Student Evaluation of Counselor

You recently met with the counselor listed below. The following statements reflect some of the ways that counselors can be described. Please use the following scale to indicate the degree to which you think the statement is descriptive of the counselor under your consideration:
 A = Excellent, B = Good, C = Average, D = Unsatisfactory, F = Fail, N/A = Not Applicable

Counselor's Name:	Date:
-------------------	-------

Please indicate under which circumstances you saw this counselor:

Scheduled appointment Drop-in

What was the primary purpose of this meeting with the counselor? (Check all that apply)

Establishing educational goals or academic counseling
 Determining course options or pre-registration counseling
 Career counseling
 Personal counseling
 Other (briefly describe) _____

The Advisor/Counselor:	A	B	C	D	F	N/A
1. Is available when I need assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is approachable and easy to talk with	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is interested and enthusiastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Gives clear explanations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Encourages me to play an active role in achieving my education goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Helps me to identify obstacles that I need to overcome to achieve my educational goals (childcare, transportation, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Allows me sufficient time to discuss issues and concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rate the following questions if they apply to your counseling session:						
9. Made appropriate referrals to other college resources (tutoring, financial aid, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Provided useful and relevant career counseling information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Provided help with personal concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Made appropriate on campus or off campus referrals to help me solve my personal problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

Evaluación del consejero en Taft College por el estudiante

Usted recientemente se ha reunido con el consejero, mencionado arriba. Las siguientes declaraciones reflejan algunas de las maneras que consejeros pueden ser descritos. Utilice por favor la siguiente escala para indicarle el grado en que usted piensa que la declaración descrita del consejero es en su consideración.

A= Excelente, B=Bueno, C=Promedio, D= Insatisfactorio, F= Reprobado, N/A=No aplicable

Nombre del Consejero:

Fecha:

Indique por favor bajo qué circunstancias usted visito a este consejero:

Hizo una Cita

Visitó en horas abiertas

¿Cuál fue el principal motivo de su visita con el consejero? (Marque todas las casillas que se apliquen)

- Establecimiento de metas educativas o consejería académica
- Determinar otras alternativas respecto a las clases o para pre-inscripción
- Consejería relacionada a las carreras
- Consejería personal
- Otro (describa brevemente) _____

Consejero:	A	B	C	D	F	N/A
1. El Consejero está disponible cuando necesito ayuda	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El Consejero (a) es accesible y muestra interés al conversar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. El Consejero (a) muestra interés y entusiasmo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. El Consejero (a) me da explicaciones claras	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. El Consejero (a) me aconseja y motiva a lograr mis metas educacionales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. El Consejero (a) me ayuda a identificar los obstáculos que necesito para vencer y lograr mis objetivos educacionales (cuidado de niños y transportación etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. El Consejero (a) me permite tiempo suficiente para discutir problemas que me conciernen.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Califique las siguientes preguntas solo si se aplican a su sesión de consejería:						
9. El Consejero (a) hace referencias adecuadas para otros recursos colegiales (tutoría, ayuda financiera, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. El Consejero (a) provee información académica útil y relevante.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. El Consejero (a) me ayuda con asuntos personales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. El Consejero (a) hace las referencias adecuadas dentro y fuera del College para resolver mis problemas personales.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comentarios adicionales:



**Adjunct Faculty Division Chair
Evaluation Checklist**

Include the following items in the document packet from the Division Chair to the Supervising Administrator:

- Observation Forms**
- Recommendation**
- Comments in Support of Recommendation**



TAFT COLLEGE
WEST KERN COMMUNITY COLLEGE DISTRICT

Memorandum

Date:

To: *Supervising Administrator*

From: *Division Chair or Designee*

Re: Recommendation

The following recommendation is based upon a combination of evaluative methods:

1. Peer classroom observation.
2. Discussion of classroom observation
3. Examination and discussion of student evaluations.
4. Examination of written course materials (syllabus, sample lesson, sample assignment, sample assessment i.e. test or quiz and explanation of how the evaluation is accomplished) as provided by the adjunct faculty member.

Recommendation for:

- Recommendation: **Eligible for re-employment**
- Eligible for re-employment with qualification**
- Not Eligible for re-employment**

Name _____
Division Chair Signature

Date _____



APPENDIX H

TAFT COLLEGE

WEST KERN COMMUNITY COLLEGE DISTRICT

Adjunct Faculty Supervising Administrator Packet Checklist

Adjunct Faculty Name

Include the following items in the document packet from Supervising Administrator to the Human Resources Department:

- Observation Forms**
- Division Chair Recommendation**
- Supervising Administrator Recommendation**



Memorandum

Date:
To: Human Resources
From: Supervising Administrator
Re: Evaluation Recommendation

The following recommendation is based upon a combination of evaluative methods:

1. Peer classroom/workplace observation by division chair or designee.
2. Administrator (or designee) classroom observation.
3. Discussion of classroom observation between division chair (or designee) and instructor.
4. Division Chair examination and discussion of student evaluations.
5. Supervising Administrator examination and discussion of student evaluations.
6. Division Chair examination of instructor’s written self-evaluation.
7. Supervising Administrator’s examination of instructor’s written self-evaluation.
8. Division Chair examination of written course materials (syllabus, sample lesson, sample assignment, sample assessment i.e. test or quiz and explanation of how the evaluation is accomplished) as provided by the instructor.
9. Supervising Administrator examination of written course materials (syllabus, sample lesson, sample assignment, sample assessment i.e. test or quiz and explanation of how the evaluation is accomplished) as provided by the instructor.
10. Division Chair recommendation

Recommendation for:

- Recommendation: **Eligible for re-employment**
 Eligible for re-employment with qualification
 Not Eligible for re-employment

Name _____ Date _____
Adjunct Faculty Signature

Name _____ Date _____
Supervising Administrator Signature

Date: May 21, 2020
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

First Presentation - Taft College Classified School Employee Association ("CSEA"), Chapter #543 2020-23 Collective Bargaining Agreement ("CBA")

Background:

Commencing July 1, 2017, the Taft College Classified Collective Bargaining Committee participated in negotiation activities and came to consensus on several changes throughout the CBA. These negotiated changes were presented and ratified by CSEA, Chapter #543 and approved by this Board through various Tentative Agreements throughout the indicated time period.

The attached 2020-23 CBA between CSEA, Chapter #543 and the District indicated the approved changes that have been made throughout the indicated time period to produce a new 2020-23 CBA.

Terms (if applicable):

An implementation date effective July 1, 2020 is recommended.

Expense (if applicable):

N/A.

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Dr. Debra Daniels, Superintendent/President

SUCCESSOR TENTATIVE AGREEMENT

Between

**CSEA
AND ITS TAFT COLLEGE CHAPTER #543**

And

WEST KERN COMMUNITY COLLEGE DISTRICT

2020-2023

Ratified: TBD
Effective: 07/01/2020
Termination: 06/30/2023

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is made and entered into by and between the **WEST KERN COMMUNITY COLLEGE DISTRICT** ("District" or "Employer") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Taft College Chapter #543** ("Exclusive Representative," "CSEA," or the "Association").
- 1.2 The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide a procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE 2: RECOGNITION

- 2.1 The District confirms its recognition of CSEA as the exclusive representative of a bargaining unit composed of District classified employees consistent with the Board of Trustees action dated May 5, 1976 (attached as Appendix B).
- 2.2 Excluded from the bargaining unit are all certificated employees of the District and management employees, supervisory employees and confidential employees as designated by the District and substitutes and short-term employees as provided by Education Code §88003.
- 2.3 Should any question arise during the duration of this Agreement as to the appropriate composition of the bargaining unit or as to the inclusion or exclusion of newly created positions or job classifications into or from the bargaining unit, it shall be submitted by either CSEA or the District to the Public Employment Relations Board ("PERB") for resolution.

ARTICLE 3: SUPPORT OF AGREEMENT

- 3.1 The District and CSEA agree that it is in their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA will support the terms of this Agreement and will not appear before any public bodies to seek change or improvement in any matters subject to the meet and negotiation process except by mutual agreement.
- 3.2 The District shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their rights guaranteed by this Agreement or the Educational Employment Relations Act.

ARTICLE 4: EFFECT OF AGREEMENT

- 4.1 It is understood and agreed upon that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

ARTICLE 5: ORGANIZATIONAL RIGHTS

- 5.1 The Association shall be permitted:
- 5.1.1 Access at reasonable times to areas in which unit member's work by an appropriate representative of the Association.
 - 5.1.2 Use of designated institutional bulletin boards, mailboxes, campus mail system, campus email system and Intranet for the posting or transmitting of mass information or notices, provided that a copy of posted or transmitted material is presented to the Superintendent/President at the time of posting or transmission.
 - 5.1.3 Use of institutional facilities and buildings without charge subject to the Civic Center requirements as referenced in Education Code Sections 82537-82548.
 - 5.1.4 The opportunity for a representative of CSEA, who is not an employee of the District to review reviewable material within a unit member's personnel file subject to the condition that the representative be accompanied by or have in his/her possession a written authorization signed by the unit member within one (1) week of the review, and that the representative provides the Human Resources Department twenty-four (24) hours advance notice of his/her desire to review and state the specific reason(s) for the review.
 - 5.1.5 To receive one (1) copy of public Board of Trustee materials on or before scheduled meeting dates of the Board of Trustees.
 - 5.1.6 To designate not more than two (2) job stewards and shall notify the District of the name of each such designated job steward. Such notice will be transmitted in writing within thirty (30) days of the execution of this Agreement and will include the area(s) in which each job steward will be functioning. The Association further agrees to notify the District within fifteen (15) days of any change in designated job stewards.
 - 5.1.7 Upon written request to the District a once a year hire date seniority roster of all bargaining unit employees represented by CSEA, which shall include name, classification, title, hire date, salary range, and step within thirty (30) days of the written request.
 - 5.1.8 Access to Board meeting minutes within fifteen (15) workdays after each Board meeting.

- 5.1.9 Monthly membership meetings in accordance with past practice as mutually agreed upon between the District and CSEA.

ARTICLE 6: DUES DEDUCTION

- 6.1 The Association shall have the sole and exclusive right to have membership dues deducted for its unit members by the District. The District, upon appropriate written authorization from CSEA shall deduct and make appropriate remittance of such deductions as provided for herein to the designated payee of CSEA.
- 6.2 Commencing upon ratification of this Agreement and terminating thirty (30) days prior to the expiration of this Agreement, any employee who is a member of or who becomes a member of the Association shall be required to maintain said membership for a period of not less than 12 months.
- 6.2.1 Payment for membership shall be made to the Association by payroll deduction.
- 6.2.2 Except as set forth in paragraph 6.2 above, the District shall not process withdrawals of deduction authorizations.
- 6.2.3 The District bears no responsibility for the administration or enforcement of these provisions except to deduct authorized membership payments. The provisions specified in this Article are not subject to the grievance procedure.
- 6.2.4 The Association shall assume all costs of defending any litigation filed against it or the District and naming the District as a party as a result of the implementation of these provisions. The District, however, retains the sole and exclusive right to select its own counsel in any litigation arising from the provisions herein.
- 6.2.5 Upon remitting the deductions requested by CSEA and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions. CSEA hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or in any way relate to, the making of said deductions and the transmission of said funds to CSEA; and CSEA further agrees to pay any reasonable attorneys' fee claimed by the District, its officers, agents, or employees for legal services actually performed on behalf of the District, its officers, agents, or employees as a result of any such claim, demand, action or liability.

ARTICLE 7: DISTRICT RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law. Included in those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees. An emergency, as referred to herein, shall be considered as a momentous, tragic, sudden event which disrupts the operation of the District. In the event the District declares an emergency exists and such action required by an emergency situation impinges on the rights of the CSEA or its bargaining unit members as stated in this Agreement, such action will be restricted to the period in which the emergency exists. The declaration of an emergency shall not be restricted by Section 7.2 of this article.
- 7.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 7.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.

ARTICLE 8: EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

- 8.1 There shall be a committee established of up to three (3) members appointed by the Association President and up to three (3) members appointed by the Superintendent/President.
- 8.2 The committee will meet on an as needed basis. Scheduled meetings may be canceled by mutual agreement and additional meetings may be scheduled by mutual agreement.
- 8.3 The sole purpose of the committee is to maintain a channel of communication between the District and the Association and to provide a forum for discussion of items pertinent to employer/employee relations.
- 8.4 The District and Association agree that it is not the intent of this Article to change the provisions of this Agreement.

ARTICLE 9: DUTY HOURS

- 9.1 **Work Day:** The work day for each unit member shall be established and fixed by the District. Each employee will be provided with an annual written notice of the beginning and ending times of the workday. During the academic year, an employee's beginning and ending time may be changed by mutual agreement between the employee and the supervisor.
- 9.2 **Work Week:** The work week for full-time unit members shall be forty (40) hours. The work week will normally be rendered in units of eight (8) hours per day. Such day shall be exclusive of a lunch period but inclusive of any rest periods prescribed by the District. Workweeks, for the purposes of determining overtime, are from 12:01 a.m., Monday, through midnight the following Sunday.
- 9.2.1 The work week shall normally consist of five (5) consecutive days for unit members rendering service averaging four (4) or more hours per day.
- 9.2.2 Unit members employed full-time and scheduled to work Monday through Friday prior to the execution of this Agreement shall not, subsequent to the execution of this Agreement be rescheduled to other than Monday thru Friday for arbitrary or capricious reasons. This section shall not restrict the District

- 9.2.2 from requiring overtime or extended hours service as provided elsewhere in this Agreement.
- 9.3 **Individual Alternative Work Schedule:** Any regularly scheduled workweek whereby an employee may work more than eight (8) hours in a twenty-four (24) hour period. Upon the proposal of a supervisor and with mutual agreement between the employee and supervisor, a regularly scheduled alternative workweek may be adopted that authorizes work by the affected employee for no longer than ten (10) hours per day within a forty (40) hour workweek without the payment of the affected employee of an overtime rate of compensation pursuant to this section.
- 9.4 **Rest Periods:** Unit members working four (4) or more consecutive hours per day shall normally receive a fifteen (15) minute rest period during each four (4) consecutive hour period of service. The rest period herein described may be scheduled by the immediate supervisor.
- 9.5 **A Non- Compensated Lunch Period:** A non-compensated lunch period of not less than thirty (30) minutes nor more than one (1) hour shall normally be provided unit members who render service of at least six (6) consecutive hours. The lunch period may be assigned by the immediate supervisor.
- 9.6 **Over-time and Extended Hours Service:** Over-time or extended hours service for unit members is described as work in excess of the work day or the work week. Over-time shall be performed at the direction of the District and shall be compensated for in accordance with Article 17 of this Agreement.
- 9.6.1 Over-time worked must have prior approval of the immediate supervisor.
- 9.6.2 Over-time of a part-time unit member normally scheduled four (4) hours or more per day, is defined as hours worked in excess of eight (8) hours per day or hours worked in excess of a five (5) day work week.
- 9.6.3 With regards to an employee who has an alternative workweek schedule, overtime shall be paid for any work in excess of the regularly scheduled hours established by the alternative workweek agreement and for any work in excess of forty (40) hours per week. Overtime shall be paid at double the regular rate for any work in excess of twelve (12) hours per day. Any work performed on days beyond the number of scheduled workdays shall be paid at one and one-half times the regular rate for the first eight (8) hours and double times the regular rate for the work thereafter.

9.6.4 The District may require extended hours of service or over-time of unit members. However, an employee may decline an overtime assignment unless the employee is the only available qualified employee and there is an urgent need for the work to be performed. An employee shall be provided as much advance notification of an overtime assignment as possible. Opportunities for scheduled over-time will be distributed as equitably as possible among unit members in the department or area who are capable of performing the duties.

9.7 **Extra Hours:** When non-permanent extra hours of work become available, first consideration will be given to permanent part-time employees within the department, then district-wide, who meet the qualifications for the work. If two (2) or more employees satisfy the standards set forth above, then the most senior employee will be assigned the extra hours. The provisions of this paragraph shall not apply to the assignment of an employee's regular work on an overtime basis.

ARTICLE 10: EVALUATION

10.1 **Evaluations:** Each permanent employee is evaluated on an on-going basis with a formal written evaluation at least once each academic year. A permanent employee may also request a special evaluation no more than quarterly. A probationary employee should receive at least one formal written evaluation and review meeting prior to completion of the probation period. Classified employees are probationary for a period of twelve months from their hire date with the District.

10.2 **Evaluation Purpose:** The purpose of the evaluation process is to provide a mechanism for reviewing District standards and expectations and for assessing an employee's work performance as it relates to the standards and expectations.

10.2.1 Except in the case of less than satisfactory or deficient work, the evaluation process is not considered as a disciplinary tool.

10.2.2 An evaluation shall not be based on a document or documents that have not been placed in the personnel file.

10.3 **Evaluation Meeting:** As a part of the evaluation process, there shall be a formal evaluation review meeting between the employee and the evaluator. The meeting should provide an opportunity to review the evaluation and plan for the following school year. The employee shall sign the evaluation form, a copy of which shall be provided to the employee at the meeting. The employee's signature indicates only that a copy of the evaluation form has been provided to the employee but does not indicate that the employee agrees with the evaluation rating.

- 10.4** **Unsatisfactory Evaluation:** In the event the written evaluation indicates that the employee is not performing satisfactorily, the supervisor, in coordination with the Human Resources Department, shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.
- 10.4.1 Following receipt of the written evaluation, the supervisor shall meet with the employee and shall make specific recommendations as to areas of improvement in the employee's performance. In addition, the supervisor shall endeavor to assist the employee in the improvement of such performance.
- 10.4.2 The employee and the supervisor shall develop an improvement plan which is designed to alleviate the unacceptable performance. The improvement plan shall include:
- 10.4.2.1 A statement of the expectations for the employee related to each area of performance that was rated as unsatisfactory;
- 10.4.2.2 A listing of activities that are designed to remediate the unsatisfactory performance and the time line or time lines related to the activities;
- 10.4.2.3 A statement of the measures of improvement and/or resources that the supervisor will provide to the employee as a part of the plan; and
- 10.4.2.4 A schedule of observations and/or conferences to monitor and determine progress toward achievement of the plan.
- 10.4.3 If subsequent instructional improvements sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the supervisor, a notification to that effect shall be attached to the evaluation.
- 10.5** **Right to Respond:** Each employee shall have the right to make written comments on any perceived derogatory evaluation items within 20 days of the evaluation review meeting. Such comments shall be included with the evaluation at the time of placement in employee's personnel file.
- 10.6** **Release of Probationary Employee:** If the District determines to release a probationary employee prior to the end of the probationary period in the absence of a formal written evaluation, the District shall disclose the name of the employee to the Exclusive Representative.
- 10.7** **Applicability of the Grievance Procedure:** Substantive judgment of the supervisor shall not be subject to the grievance procedure (Article 21) of this Agreement.

ARTICLE 11: VACANT POSITIONS

- 11.1** First Consideration: The District shall have the sole responsibility for the establishment of qualifications and criteria for filling any vacant position and any vacant position shall be filled based upon the needs of the District. An internal applicant will be given first consideration for the position unless a non-employee applicant possesses demonstrably superior qualifications for the position. Interested unit members must notify the District of his/her interest in a position in accordance with District application procedures.
- 11.2** Posting of Notice: Notice of bargaining unit job vacancies, other than temporary increases in an employee's regular hours or substitute or temporary hours, shall be posted. The job vacancy notice shall normally remain posted for a period of six (6) workdays, during which time a bargaining unit member shall apply for the vacant position if he/she desires to be considered. The notice period shall be shortened on mutual agreement between the District and the Exclusive Representative if more immediate action is required by the State or by the terms of a specific program.
- 11.3** Filing: Bargaining unit members may file for the vacancy by submitting written notice within the filing period in accordance with District application procedures.
- 11.4** Lateral Transfer/Promotion: Bargaining unit member(s) applying for lateral transfers or promotional positions who meet minimum qualifications will be interviewed and/or notified in writing of their status relative to the promotional vacancy. Unsuccessful applicants shall be notified in writing and may request a conference with the Superintendent/President. The request for a conference shall be made in writing within ten (10) days of the notification. If requested, the Superintendent/President will make a written response.
- 11.4.1** A bargaining unit member who receives a lateral transfer or promotion shall serve a five (5) month trial period in the new classification and shall be evaluated at least once during that period. If the District determines that the employee has not successfully served during the trial period or if the employee requests, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or layoff of less senior employees.
- 11.4.2** Placement pursuant to this paragraph shall effect the employee's step change date. The first step change will occur on the first day of the sixth month. The next step increase will be granted at the end of each year of service 12 (twelve) calendar months following the subsequent step increase until the employee reaches the top step of the schedule.

ARTICLE 12: HOLIDAYS

12.1 **Scheduled Holidays:** The District agrees to provide any full-time unit members with the following fourteen (14) paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Independence Day
- Labor Day
- One day in lieu of Admission Day
- Veterans' Day
- Thanksgiving Day
- The Friday following Thanksgiving Day (Local Holiday)
- Christmas Eve or alternate (Local Holiday)
- Christmas Day
- New Year's Eve or alternate (Local Holiday)

Part-time unit members would receive the same 14 paid holidays if the holiday falls on a unit member's regular work day.

Any unit member who is not regularly scheduled to work on a holiday will receive pay or banked time off at their regular pay rate based on their normal daily work day. The normal daily workday will be calculated by dividing the unit member's scheduled hours per week worked divided by scheduled number of days worked.

12.1.1 Winter Break Closure: The District will maintain the time between Christmas and New Year's Day as a Winter Break Closure (i.e., District will close operations from the last working day preceding Christmas at 5:00 p.m. and will reopen for operations the next working day following the recognized New Year's Day holiday at 8:00 a.m. All bargaining unit members will receive regularly paid holidays during the Winter Break Closure. The current approved local and legal holidays are to be utilized during this time. Part-time unit members would receive the same 14 paid holidays if the holiday falls on a unit member's regular work day.

Any unit member who is not regularly scheduled to work on a holiday will receive pay or banked time off at their regular pay rate based on their normal daily work day. The normal work day will be calculated by dividing the unit member's schedule hours per week worked divided by scheduled number of days worked.

- 12.2 **Holidays on Districtwide Non-Scheduled Work Days:** When a scheduled holiday falls on Districtwide non-scheduled workday, the preceding workday not a holiday, or the following workday not a holiday, whichever is the closest to the non-scheduled workday shall be deemed to be that holiday.
- 12.3 **Holiday Eligibility:** Except as otherwise provided in this section, a unit member must be in a paid status on the scheduled workday immediately preceding or succeeding the holiday to be paid for the holiday.
- 12.3.1 **Christmas/New Years Holiday Eligibility:** Regular employees of the District who are not normally assigned to duty during the District holidays of December 25 and January 1 shall be paid for those two holidays if they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 13: LEAVES OF ABSENCE

- 13.1 **General Provisions** Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit contribution, and retirement credit, the same as if they were not on leave. Those who are granted an unpaid leave during any pay period shall receive their fringe benefit contribution for the balance of the pay period. Thereafter, they shall be allowed to continue participation pursuant to terms of the insurance plan(s) or program(s) selected, at their own expense, provided they make advance payment of the premium(s) in a manner required by the District.
- 13.2 **Part-time Eligibility:** Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as their assignment relates to that of a full-time regular unit member.
- 13.3 **Members of Immediate Family:** "Member(s) of the immediate family" as used in this Article shall mean spouse,—domestic partner (must be registered with Human Resources), parents, step parents, foster parents, legal guardians, children, foster children, step children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the unit member or the unit member's spouse, or any relative living in the immediate household of the unit member. Under special circumstances persons not specifically enumerated above may, at the discretion of the Superintendent/President, be included under this definition for purposes of utilizing applicable leave provisions of this Agreement.
- 13.4 **Sick Leave:** Full-time regular unit members shall be credited with twelve (12) days of Sick Leave per fiscal year. Sick Leave will be credited as of July 1 of each fiscal year.

- 13.4.1 Unused Sick Leave will roll over from one year to the next.
- 13.4.2 Sick Leave utilization shall be for physical and mental disability absences which make continued employment impractical. In addition, any available sick leave may be utilized for appointments related to physical or mental health for unit member or immediate family member (as defined in Article 13.3).
- 13.4.3 Except under abnormal circumstances, the District shall not require a statement of verification from a physician or a notarized statement verifying the cause and condition of illness for periods of absence of less than two (2) consecutive days. The District may require the unit member to visit a physician of the District's selection at District expense to obtain a statement of verification relative to the unit member's ability to fulfill his/her responsibilities in a safe, healthful and satisfactory manner.
- 13.4.4 After all earned paid leave (sick leave, vacation and comp time) at full pay as provided herein has been used and additional absence due to illness or injury is necessary, unit member shall receive that amount of pay equal to fifty (50) percent of the unit member's regular contracted salary. A maximum of one hundred (100) days shall be provided for this purpose. To be eligible for the one hundred (100) days at fifty (50) percent of the unit member's regular contracted salary, the unit member must provide documentation from a licensed physician or recognized practitioner but not including any confidential medical information.
- 13.4.5 All eligible bargaining unit members shall be allowed to use credited sick leave for the purpose of caring for ill members of the employee's immediate family.
- 13.4.6 An employee shall be eligible for Family Medical Leave Act benefits pursuant to State and Federal law.
- 13.4.6.1 In order to be granted leave benefits pursuant to this paragraph, the employee must have been employed by the district for one (1) calendar year and must have served in at least sixty percent (60%) of a regular full-time assignment as reflected by the employee's wage rate based on appropriate salary schedule placement. In addition, the reason for the leave itself must satisfy the statutory requirements.
- 13.4.6.2 Leave benefits granted pursuant to this paragraph are concurrent with other sick leave benefits. In cases of financial hardship, a qualifying employee may request that the District extend the District's contributions set forth in ARTICLE 18, FRINGE BENEFITS, PARAGRAPH 18.1, inclusive, for up to twelve (12) weeks following exhaustion of the employee's extended sick leave benefits.

13.4.7 Catastrophic Leave benefits may be available to an eligible employee as provided by Appendix C.

13.5 Personal Necessity Leave: Unit members may elect to use not more than seven (7) days per year of unused sick leave for purposes of approved Personal Necessity Leave. Personal Necessity Leave may be utilized by a unit member who has sufficient sick leave credit from the entitlements of Section 13.4 Personal Necessity Leave may be used for the following: 1) Death of a member of the employee's immediate family when additional leave is required beyond that provided both in Education Code, Section 88194 and in Section 13.6 of the collective bargaining agreement; 2) Accident involving the person or property of the employee or of a member of his or her immediate family; 3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. This type of leave provision may not be utilized for any other reason, unless prior written authorization is obtained from the District.

13.5.1 Unit members shall, when possible, submit a request for Personal Necessity Leave approval to the immediate supervisor, normally not less than three (3) working days prior to the beginning date of the leave.

13.5.2 When prior approval is not possible, the unit member shall notify the appropriate supervisor of the reason for and expected duration of the absence.

13.5.3 The unit member shall provide, upon District request, additional clarification of the use of this leave provision.

13.6 Bereavement Leave: A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family, without loss of salary. This leave will be for no longer than three (3) working days, except that in instances where travel out-of-state of more than two hundred (200) miles one way is required, five (5) working days will be authorized. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave. Use of this leave for immediate family members as defined in Article 13.3 shall be taken consecutively, unless prior written authorization is obtained from the District Superintendent/President.

13.7 Judicial and Official Appearance Leave: Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from other governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member.

13.7.1 Jury Duty: A leave of absence without loss of salary shall be granted to a unit member who is officially required to serve on jury duty. Juror's fees, inclusive of

mileage, received by the unit member shall be retained by the unit member.

- 13.7.2 **Court Appearance:** For any necessary court or agency appearances, the unit member may utilize Personal Necessity Leave.
- 13.8 **Maternity/Paternity Leave:** A leave of absence without pay may be granted a unit member during any period of the pregnancy of the unit member or the spouse or domestic partner of the unit member. Notification of such leave shall be required a minimum of thirty (30) days in advance of the leave commencement date. The leave will continue until that date following child birth or miscarriage that the unit member or spouse or domestic partner of the unit member)is able to return to work as certified by a licensed physician or recognized practitioner. In addition to the foregoing, beginning January 1, 2017, an employee may be eligible for additional parent leave in accordance with Education Code Section 88196.1.
- 13.9 **Maternity Disability:** The female unit member may elect to utilize sick leave during any period of disability resulting from pregnancy, miscarriage, childbirth or the recovery wherefrom. The dates of such disability shall be certified by the unit member’s physician or recognized practitioner.
- 13.10 **Child Rearing Leave:** A leave may be granted a unit member from the date of the birth or the adoption of a child, such leave will normally be for a period of six (6) months and may be extended up to an additional year. Such leave shall be without compensation or credit toward service. Under special circumstances, a childrearing leave of one (1) year may be granted for purposes of attending to a dependent child.
- 13.11 **Military Leave:** Military leave of absence shall be granted and compensated so as not to be in conflict with the Education Code and the Military and Veteran’s Code.
- 13.12 **Industrial Accident and Illness Leave:** In addition to any other benefits that a unit member may be entitled to under the Workers’ Compensation laws of this state, a permanent employee who is a member of the bargaining unit with one (1) or more years of consecutive District service shall be entitled to the following benefits:
- 13.12.1 A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.12.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers’ Compensation laws of this state exceed the normal wage for the day.

13.12.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to Worker's Compensation award, provides for a day's pay at the regular rate of pay.

13.13 **Association Leave:** The Association shall be provided with 10 days of paid leave for purposes of conducting Association business. The Association agrees to provide position coverage or to pay the cost of a substitute if a substitute must be utilized. The Association President shall designate in writing to the Associate Vice President of Human Resources, at least five (5) days in advance of the requested leave date the Association Representative(s) who is (are) utilizing the leave and the date(s) thereof along with the proposed position coverage arrangements. Unless such coverage arrangements are approved by the Associate Vice President of Human Resources, a substitute will be utilized and compensated as provided herein.

ARTICLE 14: VACATIONS

14.1 **Vacation:** Unit members shall be entitled to ten (10) working days of vacation pay following twelve (12) months of employment. Each regular classified employee shall be entitled to the following vacation time with pay per the following schedule:

Ten (10) working days commencing with the first anniversary of service.

Fifteen (15) working days commencing with the fifth anniversary of service.

Seventeen (17) working days commencing with the eighth (8) anniversary of service.

Twenty (20) working days commencing with the tenth anniversary of service.

Twenty-three (23) working days commencing with the fifteenth (15) anniversary of service.

Twenty-five (25) working days commencing with the twentieth anniversary of service.

14.2 **Accrual:** Effective July 1, 2010 all vacation time will be accrued on a monthly basis. Between the board approval date and up until July 1, 2010, during the first year of employment, earned vacation will be prorated on a monthly basis to the end of the fiscal year and subsequent vacation will be earned on a fiscal year basis according to the above schedule.

- 14.3 **Approval of Vacation:** The time during which unit members will be granted vacation will be at the discretion of their immediate supervisor who will refer requests to the appropriate Vice President.
- 14.4 **Vacation Payout and Rollover:** If an employee has more than fifteen (15) unused vacation days as of June 30, he/she shall be compensated for the extra unused days at the rate of pay in effect at the time the vacation was earned.
- 14.5 **Waiting Period for Vacation Use:** No vacation leave may be taken during the first 90 days of employment with the District. No vacation leave may be used before it has been credited.
- 14.6 **Payout at Termination:** Upon separation from employment, vacation time accrued and not used will be paid at the employee's salary rate in effect at the time the vacation was earned.

ARTICLE 15: TRAINING

- 15.1 **Reimbursement for District Required Training :** Should the District require a unit member's participation in any form of in-service training program, the unit member shall be reimbursed for the total cost of tuition, fees or books, if any, when such costs are incurred as a result of District directed participation.

ARTICLE 16: EMPLOYEE EXPENSES AND MATERIALS

- 16.1 **Uniforms and Related Expenses:** The District shall purchase, lease or reimburse unit members the complete cost of the purchase or lease of uniforms, identification badges, emblems, cards or safety garments or equipment when a unit member is required to wear or carry such items by the District as a condition of continued employment.
- 16.2 **Use of Personal Tools:** The District shall fully compensate a bargaining unit member for the documented loss or damage, excluding normal wear and tear, to personal tools required to be used by the District in the performance of the unit member's duties provided that:
- 16.2.1 The value of the tool was agreed to in advance in writing by the unit member and his/her immediate administrator.
- 16.2.2 The loss or damage was not due to the negligence of the unit member.

- 16.2.3 The District's maximum obligation under this provision shall be no more than five hundred (\$500.00) dollars per unit member per year or more than one thousand (\$1,000.00) dollars per year in combination whichever is less.

ARTICLE 17: WAGES

- 17.1 **Step Increases:** The initial step increase on the Salary Schedule is granted to an employee after completion of six (6) months of employment. The next step increase will be granted at the end of each year of service (twelve (12) calendar months) following the subsequent step increase until the employee reaches Step G. The next step increase of 1% will be granted at the end of each 3 years of service (thirty six (36) calendar months) until the employee reaches Step I.
- 17.2 **Call-In Pay Guarantee:** A unit member called into work on other than a scheduled workday for the unit member shall receive a minimum of two (2) hours pay at the appropriate rate as provided in this Agreement. A unit member is considered to be in a "call in" status if he/she was not notified of the additional assignment prior to the end of his/her last scheduled work shift or the unit member has not received twenty-four (24) hours' notice of the additional assignment.
- 17.3 **Call-Back Pay Guarantee:** A unit member called to work shall receive a minimum of two (2) hours pay at the appropriate rate as provided in this Agreement. A unit member is considered to be in "call back" status if he/she has completed his/her regular assignment, has left the worksite, and has returned to work as a result of direction received from an appropriate supervisor subsequent to leaving the work site.
- 17.4 **Conference Attendance:** A unit member who is required to attend a conference or workshop will receive compensation at the appropriate rate of pay for actual travel and actual conference attendance outside of work hours.
- 17.5 **Holiday Pay:** A unit member assigned to work on a scheduled holiday as provided for in this agreement will receive compensation at the overtime rate for all such hours worked in addition to regular pay for the holiday if eligible pursuant to Article 12: Holidays.
- 17.6 **Overtime Pay:** A unit member who is assigned and who performs service for the District on an overtime basis as provided for in this agreement shall receive compensation equal to one and one half (1½) times his/her regular rate of pay for all such hours worked.
- 17.7 **Compensatory Time:** Compensatory time is time off in lieu of compensation for hours worked in overtime status. Compensatory time shall be equal in value to overtime compensation.
- 17.7.1 Compensatory time in lieu of cash compensation shall be at the request of the unit member.

- 17.7.2 Compensatory time earned may not be carried beyond the fiscal year it was earned or accumulated beyond forty (40) hours. In either instance, excess time earned will be compensated for at the appropriate rate.
- 17.8 **Shift Differential:** An employee whose regular assigned work shift commences at or before 6:30 a.m. or concludes at or after 10:00 p.m. or includes Saturday or Sunday, shall receive a shift differential of two and one-half (2 ½%) percent for all hours worked. An employee whose assigned shift qualifies for a shift differential under both criteria is entitled to only one shift differential.
- 17.9 **Medical Examination:** The District shall provide reasonable reimbursement toward the cost of any medical examination required by the District which is not a condition of initial employment in a class or of promotional advancement in the District.
- 17.10 **Longevity Pay:** Unit members who complete fifteen (15) years of satisfactory service in the District shall, commencing the first day of the month following the fifteenth (15th) anniversary, receive a five percent (5%) longevity increment based on the employee's current step.
- 17.11 **Professional Development Program:** The District offers a professional development program for classified employees which is designed to promote activities which assist the classified employee in acquiring the knowledge and skills needed to do the job well; to promote safe working practices and procedures; to provide opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; to broaden opportunities for promotion; and to encourage the employee to improve relations with students, other employees and the public.
- 17.11.1 **Professional Growth Program:** Salary credit for professional growth activities completed outside of work hours and at no cost to the District may be earned if the course is determined to significantly improve the employee's potential contribution to the District.
- 17.11.1.1 Units shall be completed at an accredited institution, workshop, or at another approved equivalent learning activity.
- 17.11.1.2 Salary credit for periodic in-service activities provided by the District and completed outside of work hours may be earned if the course is determined to significantly improve the employee's potential contribution to the District.
- 17.11.1.3 Units shall be approved in advance by the Superintendent/President, using the Classified Request for Professional Growth form.
- 17.11.1.4 Units shall, in the judgment of the Superintendent/President, be designed to increase the skills of the employee beyond the minimum requirements for the

assigned job as defined in the employee's job description and significantly improve the employee's potential contribution to the District.

- 17.11.1.5 A semester unit for credit shall be defined as a semester unit awarded by an accredited institution. Any credit earned that is not a semester unit shall follow the Procedure for Granting Credit for Nonacademic Courses and Individual Instruction outlined in Appendix G.
- 17.11.1.6 Units must be completed with a grade of "C" or better; if a letter grade is not available for the course, an evaluation letter from the instructor indicating the employee performed course work at an average level equivalent to a college level "C" grade is required.
- 17.11.1.7 Each three (3) semester units of credit, to a maximum of sixty (60) units of credit, shall increase the classified member's base salary by one hundred dollars (\$100) per year, to a maximum of two thousand dollars (\$2,000) per year.
- 17.11.1.8 A maximum of six (6) semester units may be earned and applied to the employee's salary in any fiscal year.
- 17.11.1.9 If an employee plans to earn additional between May 1 and June 30 and apply those units for professional growth credit in the upcoming fiscal year's salary, an approved Classified Request for Professional Growth form must be received by the Human Resources Department by May 1.
- 17.11.1.10 Verification of units and grades must be received by July 10 (11 and 12 month employees) or September 10 (9 and 10 month employees) to affect salary for the current fiscal year. Otherwise, the salary increase shall become effective as of July 1 of the next fiscal year.
- 17.11.2 Enrollment Fee Reimbursement Program. A classified employee shall submit an Enrollment Fee Reimbursement Request form prior to any course taken at West Kern Community College District (WKCCD).
 - 17.11.2.1 Supervisory approval of the enrollment fee reimbursement request shall be contingent upon the following conditions:
 - a) The course must be a WKCCD course;
 - b) If the course is taken during regular work hours, the absence of the employee will not adversely affect the normal working operations of his/her department or work unit;
 - c) The course will improve the employee's service to the District; or the course is, or units shall be, part of the employee's verified enrollment in a degree, credential, or certificate program that relates to the employee's present assignment;

- d) If the course is taken during regular work hours, adjusted work hours shall be made up during the same week they are taken. If an employee does not make up the work hours missed due to course attendance during the week the hours were adjusted, either the employee shall utilize vacation pay or their pay shall be reduced in proportion to the time taken from the regular work week.
- e) The supervisor has the discretion to determine if two (2) or more employees in the same department or work unit may take a course on an adjusted work schedule basis, and be gone from the department or work unit at the same time;
- f) When two (2) employees in the same department or work unit have applied for the same hours of release time to attend a course, the employee with the most seniority will have priority;
- g) The number of adjusted hours per week which may be allowed will be determined by the employee's immediate supervisor;
- h) Employees shall be allowed to take a WKCCD course during their assigned lunch break provided the course does not interfere with the assigned work schedule;

17.11.2.2 Up to 3 units per year for part-time employees and up to 6 units per year for full-time employees will be reimbursed to the employee upon completion of the course with a grade of "C" or better and upon submission of a receipt to the Human Resources Department for processing. Units that are reimbursed are not eligible for the Professional Growth Program;

17.11.2.3 Reimbursements shall be limited to \$2,000 per employee maximum and a total of \$5,000 annual maximum for the entire bargaining unit.

17.12 Reclassification Process: Reclassification means the changing of a position to a different classification with a higher rate of pay as a result of a change of duties performed by the incumbent in the position through the modification or accretion of duties or through structural reorganization when implemented by the District. Reclassification may be granted for, but not limited to, the slow accretion of duties and responsibilities that have changed the basic nature of the position or when the duties of a position or positions have been changed due to a redistribution of tasks and/or responsibilities.

- 17.12.1 The Reclassification Committee shall consist of three members appointed by the Superintendent/President and three members appointed by the President of the Exclusive Representative. The chairperson shall be elected by the Committee.
- 17.12.1.1 A quorum will be any time four or more Committee members are present.
- 17.12.1.2 Votes shall be by secret ballot.
- 17.12.1.3 All votes will be taken from an equal number of members appointed by the Exclusive Representative and Superintendent/President. (Example: If three members appointed by the Exclusive Representative and two members appointed by the District are in attendance, one member of the Exclusive Representative will not vote.)
- 17.12.2 Reclassification requests due to accretion of duties will be accepted every October and February. Reclassification requests for positions affected by reorganization shall be reviewed by the committee within 40 days of approval of the reorganization by the Board of Trustees.
- 17.12.2.1 A meeting shall be called by the President of the Exclusive Representative no later than five work days from the close of the reclassification request period. The chairperson may call meetings at the request of any committee member.
- 17.12.2.2 Reclassification requests that are submitted during October shall be answered by January 15 of the following year, and, if approved, shall become effective on March 1 of that year. Reclassification requests that are submitted in February shall be answered by May 15 of the same year, and, if approved, shall become effective on July 1 of that same year.
- 17.12.2.3 Approved reclassification requests due to reorganization or the redistribution of duties will be retroactive to the date that the reorganization or redistribution was approved by the Board.
- 17.12.2.4 A copy of each request for reclassification shall be submitted to the Exclusive Representative.
- 17.12.3 Requests for reclassification must be submitted in writing, via personal delivery or email to the President of the Exclusive Representative. . The request shall include, at a minimum, the employee's name, current position, and salary placement, a copy of the employee's current job description, a written statement clearly detailing the change in duties, the specific reasons for the request, and justification for the salary range requested. Letters of recommendation, prior personal compensation information will not be accepted for these purposes. The completed request shall be transmitted to the President of the Exclusive Representative for submission to the Committee.

- 17.12.3.1 The Committee shall meet and consider each request.
- 17.12.3.2 The Committee shall send its recommendations for reclassification, denial of any reclassification request. In the event of a tie vote, the President of the Exclusive Representative will be make the deciding vote.
- 17.12.3.3 The President of the Exclusive Representative will attach his/her recommendation to the request and forward it to the Superintendent/President.
- 17.12.3.4 The Superintendent/President will forward his/her recommendation in support of a classification request, or to deny a reclassification request, to the Board.
- 17.12.3.5 The Board's decision is final, except as set forth in paragraph 17.12.5 inclusive.
- 17.12.3.6 The President of the Exclusive Representative will notify the employee of the outcome.
- 17.12.3.7 Approved reclassification requests shall result in the affected employee being placed on the lowest step of the new salary range that yields an increase in pay. Placement pursuant to this paragraph does not affect the employee's step change date.
- 17.12.4 An employee whose reclassification request is denied may appeal, in writing, to the level where the request was first denied, i.e., to the Committee, to the Superintendent/President, or to the Board. In an appeal at any level, the employee may appear on his/her own behalf and/or may be represented by the Exclusive Representative.
- 17.12.4.1 An appeal to the Committee shall be considered within ten (10) work days of its filing. A written decision of the Committee shall be issued within three (3) work days of the Committee meeting. If the Committee recommends the request on appeal, their request shall be processed pursuant to paragraphs 17.12.3.3 through 17.12.3.5.
- 17.12.4.2 An appeal to the Superintendent/ President shall be considered within ten (10) workdays of its filing. The written decision of the Superintendent/President shall be issued within three (3) work days of his/her consideration. If the Superintendent/President recommends the request on appeal, the request shall be processed pursuant to paragraphs 17.12.3.3 through 17.12.3.5.

- 17.12.4.3 An appeal to the Board shall be considered at the first regular meeting of the Board following receipt of the appeal. The written decision of the Board shall be issued to the employee within five (5) work days of the Board meeting. The Board's decision shall be final.
- 17.12.4.4 An appeal that is rejected at 17.12.4.1 or 17.12.4.2, or any appeal that is rejected after being processed pursuant to 17.123.3 through 17.12.3.5 may not be appealed further.
- 17.12.5 Nothing in this reclassification procedure shall preclude an employee from filing an out of classification pursuant to Article 17, section 17.13, Working Out of Classification of this Agreement. The grievance, which shall conform to the requirements of Article 20, Grievance Procedure.
- 17.13 Working Out of Classification:** An employee may be required to perform duties that are inconsistent with the duties prescribed for the employee's position by the Board of Trustees. However, no employee shall be required to perform inconsistent duties for any period of time that exceeds five work days within a 15 calendar day period unless the employee is compensated at a rate which reasonably reflects the duties performed. If the employee is assigned to perform duties that are normally performed by an employee in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step that reflects an increase in salary.

ARTICLE 18: INSURANCE BENEFITS

	Employee Hire Date			
	On or Before 8/15/2002	8/16/2002- 4/30/2010	On or After 5/1/2010	On or After 5/1/2016
Years of Service & Age Requirement	10	20 @ Age 55 OR 15 @ Age 60	20 @ Age 55 OR 15 @ Age 60	20
Length of District Paid Benefit	Life	Life	Age 65	Up to 5 years or Retiree Age 65
Includes Dependents	Yes to Retiree Age 65	Yes to Retiree Age 65	Yes	Yes, up to 5 years or Retiree Age 65

18.1 **Active Full-Time Member Insurance Benefits:** The District shall provide health and welfare benefits for active full-time unit members and their eligible dependents as follows: Payment of monthly premiums for District Options C to include medical, prescription, employee assistance program (EAP), vision, dental with orthodontia and life insurance coverage. Active full-time unit members and their eligible dependents may select District Option Plan B, however, the full-time unit member shall pay the difference in cost between Plans B and C by monthly payroll deductions through the District's Section 125 plan. Further details regarding the health insurance benefits are described in Appendix E.

18.2 **Benefits Eligibility:** Eligibility requirements and procedures relative to fringe benefit programs shall be established and administered by the District in accordance with prior district practice.

18.3 **Retiree Health Benefits Program:** The District shall make a contribution for the health benefit program on behalf of a regular full-time classified member who has retired from District employment into the Public Employees Retirement System ("PERS") or the State Teachers Retirement System ("STRS") as follows:

18.3.1 A regular full-time classified member hired on or before 8/15/2002 who was employed by the District for at least ten (10) complete calendar years, or serves a pro-rated* equivalency of ten (10) full-time calendar years with the final five (5) years at full-time status, shall be eligible to participate in a District paid health benefits program upon retirement for the life of the retiree. A Board approved leave of absence shall not constitute a breach in service for the purpose of calculating a complete calendar year of service. The District contribution shall be the same amount as the District's monthly health benefits program contribution for a regular classified member who has not retired, as those contributions may change from time-to-time. (See Appendix E) The retiree's eligible dependents are entitled to receive District paid health benefits until the retiree reaches the age of 65. At that time, the eligible dependents are entitled to continue the health benefits program for the life of the retiree at the retiree's cost.

A regular full-time classified member hired on 8/16/2002 or thereafter and through 4/30/10 who was employed by the District for at least twenty (20) complete calendar years and who is age 55 or older, (or serves a pro-rated* equivalency of twenty (20) full-time calendar years with the final ten (10) years at full-time status and who is age 55 or older) or who was employed by the District for at least fifteen (15) complete calendar years and who is age 60 years or older (or serves a pro-rated* equivalency of fifteen (15) full-time calendar years with the final seven and one half (7.5) years at full-time status) and who is age 60 or older shall be eligible to participate in a District paid health benefits program upon retirement for the life of the retiree. The District contribution shall be the same amount as the District's monthly health benefits

program contribution for a regular classified member who has not retired, as those contributions may change from time-to-time. (See Appendix E) The retiree’s eligible dependents are entitled to receive District paid health benefits until the retiree reaches the age of 65. At that time, the eligible dependents are entitled to continue the health benefits program for the life of the retiree at the retiree’s cost.

A regular full-time classified member hired on 5/1/2010 or thereafter through 4/30/16 who was employed by the District for at least twenty (20) complete calendar years and who is age 55 or older (or serves a pro-rated* equivalency of twenty (20) full-time calendar years with the final ten (10) years at full-time status and who is age 55 or older) or who was employed by the District for at least fifteen (15) complete calendar years and who is age 60 years or older (or serves a pro-rated* equivalency of fifteen (15) full-time calendar years with the final seven and one half (7.5) years at full-time status) and who is age 60 or older and his/her eligible dependents shall be entitled to participate in

District paid health benefits program upon retirement until the retiree reaches 65 years of age. At that time, the retiree and eligible dependents are entitled to continue the health benefits program at the retiree’s cost.

A regular full-time classified member hired on 5/1/2016 or thereafter, who was employed by the District for at least twenty (20) complete calendar years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program for up to (5) years or until the retiree reaches 65 years of age. In order to receive the health benefits a 2.5% annual premium co-pay is required. Example: Current benefit package cost \$20,000. $\$20,000 \times .025 = \500 per year or \$41.67 per month.) Hire date is defined as the employee’s first paid date of service.

All full-time classified employee members retiring between the ages of 55 to 63 have the option to opt-out of retiree health benefits and receive a one-time cash incentive based on the current dollar amount for active employees as shown in the table below:

Age at Retirement	20% of current dollar amount of active employee benefit package
55	Multiplied by 9
56	Multiplied by 8
57	Multiplied by 7
58	Multiplied by 6
59	Multiplied by 5
60	Multiplied by 4
61	Multiplied by 3
62	Multiplied by 2
63	Multiplied by 1

(Example: Assume current benefit package is \$20,000. 20% of \$20,000 is \$4,000. A 58-year old employee retires and opts out of retiree health benefits. For opting out the member receives a one-time cash payout of \$24,000.)

Note: Once a classified member accepts the incentive to opt out of the retiree health benefit program, they will not be able to opt back in.

Any regular full-time classified member who has retired from the District and is ineligible or becomes ineligible for District provided retiree benefits has the option to continue on the District health benefit program or the District supplemental program at the retiree's cost.

*For the purposes of pro-rating part-time service, a forty (40) hour work week will be used. Once an employee is in full benefit status, they are considered to be in full-time status.

- 18.3.2 A retiree or eligible dependent who is covered by the provisions of paragraph 18.3.1 and who reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, must enroll in and pay the cost of Medicare Part A and Part B within one month of eligibility or the District contribution shall be terminated.
- 18.3.3 Upon enrollment in Medicare Part A and Part B, the District's monthly medical insurance contribution shall be reduced to the amount necessary to provide the AARP Plan F Medicare supplement insurance program. (See Appendix E)
- 18.3.4 A retiree, as a condition of receiving the medical insurance contribution benefit under paragraph 7.4, inclusive, must maintain continuous medical insurance coverage and eligibility pursuant to the provisions of current district medical insurance plans.
- 18.3.5 The District and Association recognize that changes to this article may need to be negotiated from time-to-time depending upon the District's financial condition, provider/benefit changes, and other changes in the law and in the health care field; accordingly, the parties agree that nothing in this article shall be considered as creating a vested right of any unit member.

ARTICLE 19: SAFETY CONDITIONS

- 19.1 **Safety:** The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has exhausted all reasonable means within his or her discretion to remedy the condition. Unit member's concerns relative to safety conditions may be a topic of discussion in the Employer/Employee relations committee.

ARTICLE 20: GRIEVANCE PROCEDURE

- 20.1** **General Provisions:** A grievance is defined as a formal written statement by a unit member or the association alleging that the District has violated an express provision of this Agreement. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are Articles I, II, and III as well as those matters so indicated elsewhere in this Agreement.
- 20.1.1 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by the appropriate administrator. The filing or the status of a pending grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 20.1.2 A "Day" is a day in which the District Administration Office is open for business.
- 20.2** **Informal Stage:** Before filing a formal written grievance, the grievant shall attempt to resolve the problem by means of an informal conference with his/her immediate supervisor.
- 20.3** **Formal Stage Level I:** Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant, or the Exclusive Representative could reasonably have known of the act or omission, the grievant must present such grievance in writing to the supervising Vice President.
- 20.3.1 The written statement shall be a clear and concise statement of the grievance, including the express provision(s) of this Agreement alleged to have been violated, the circumstances involved, the date of the informal conference, and the specific remedy sought.
- 20.3.2 Either party may request and shall be entitled to a personal conference with the other party. The supervising Vice President, in coordination with Human Resources, shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance, or the conference set forth above, and such action will terminate Level I.
- 20.4** **Formal Stage Level II:** In the event the grievance is denied at Level I, the grievant may appeal the denial, in writing, to the Superintendent/President or designee within ten (10) days after the termination of Level I.
- 20.4.1 This appeal shall include a copy of original grievance, the Level I denial, and a clear and concise statement of the reason(s) for the appeal. Either the grievant or the Superintendent/President or designee may request and shall be entitled to a personal conference.

- 20.4.1.1 Either party, on written notice to the other party within two (2) workdays of the filing of the Level II appeal, may request conciliation from the California State Mediation and Conciliation Service in lieu of the meeting specified herein.
- 20.4.1.2 The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
- 20.4.1.3 The conciliator shall not issue any public statements of fact or opinion on the issue. The conciliation or settlement positions of either party shall not be introduced into any other grievance level.
- 20.4.2 The Superintendent/President or designee shall communicate a decision within ten (10) days after receiving the appeal, or the conference set forth above, and such a decision will terminate Level II.
- 20.5 Formal Stage Level III:** In the event that the grievance is denied at Level II, the grievant may appeal the denial in writing within five (5) days to the Board of Trustees.
- 20.5.1 The appeal shall contain a copy of the materials filed at each level, and the Level I and II denials, and a statement of the reason(s) for the appeal.
- 20.5.2 The Board alone has the power to render a final and binding determination of the grievance. If, upon review of the written record, the Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.
- 20.6 Failure to Meet Time Limits:** If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, the grievance shall be considered to be waived and settled on the basis of the action or decision made by the appropriate level. If the District fails to respond to the grievance in a timely manner at any level, the expiration of the time limit shall be deemed to be a denial of the grievance and termination of the level involved. The grievant may then proceed to the next level. Time limits may be lengthened or shortened in any particular case only by mutual written agreement.
- 20.7 Representation:** The grievant shall be entitled upon request to representation by the Exclusive Representative at all formal level grievance meetings. In situations where the Exclusive Representative has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to state views on the matter. Five (5) days will be considered an opportunity in this instance.
- 20.8 Reasonable Released Time:** Reasonable released time will be provided a designated representative for the purpose of representing a grievant pursuant to this Article when meetings or appointments are mutually scheduled by the District and the Association.

- 20.9 **Confidentiality**: In order to encourage a timely and fair review of a grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance. Written materials relating to a grievance, except settlements or Board decisions shall not be filed in a unit member's personnel file.
- 20.10 **No Reprisal**: No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation.

ARTICLE 21: CONCLUSION OF MEET AND NEGOTIATE

- 21.1 During the term of this agreement CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn. The parties may reopen any provision of this Agreement by mutual agreement.

ARTICLE 22: SAVINGS PROVISION

- 22.1 **Provision**: If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 23: TERM AND RENEGOTIATION

- 23.1 **Term**: This Agreement shall become effective upon final ratification by the Board of Trustees and shall continue in effect to and including June 30, 2023. For the 2020-21 and 2021-22 and 2022-23 academic years, the Exclusive Representative and the District may each reopen any Article at any time for negotiations.
- 23.2 **Negotiation of a Successor Agreement**: The parties agree to open negotiations on a successor Agreement as follows:
- 23.2.1 The Exclusive Representative shall make a written proposal to the District at a regular Board meeting in spring 2020. This notice shall activate the public notice requirements of the Educational Employment Relations Act.

- 23.2.2 Upon satisfaction of the public notice requirement (not to exceed 60 calendar days), negotiations shall commence at a mutually acceptable time and place for the purpose of considering proposed modifications or amendments to this Agreement.
- 23.2.3 CSEA shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations.
- 23.2.3.1 Either part may utilize the service of an outside consultant to assist in the meet and negotiate process.

RECOMMENDED FOR RATIFICATION

For the District

For the Exclusive Representative

SEVERO BALASON
Vice President, Student Services

KRYSTAL ALLIKAS
Secretary

DR. DEBRA DANIELS
Superintendent/President

ALLISA TWEEDY
Treasurer

HEATHER DEL ROSARIO
Vice President, Human Resources

JEANENE ROBERTSON
Vice President

BROCK MCMURRAY
Executive Vice President,
Administrative Services

GREG HAWKINS
President

LESLIE MINOR
Vice President, Instruction

ANDREA JUAREZ
CSEA Labor Relations Representative

RATIFIED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Addendum to Agreement is hereby entered into without the need for further ratification and acceptance.

WEST KERN COMMUNITY COLLEGE DISTRICT

TAFT COLLEGE CSEA, CHAPTER #543

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

Greg Hawkins
President,
California School Employees
Association, Chapter #543

Dated: _____

Dated: _____

Emmanuel Campos
Secretary, Board of Trustees
West Kern Community College District

Dated: _____

**WEST KERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED SALARY SCHEDULE
2020-21 ACADEMIC YEAR
ANNUAL SCHEDULE**

RANGE	A	B	C	D	E	F	G	H	I
1	27002	28352	29770	31259	32821	34463	35324	35677	36034
2	27677	29061	30514	32040	33642	35324	36207	36569	36935
3	28369	29788	31277	32841	34483	36207	37112	37484	37858
4	29079	30532	32059	33662	35345	37112	38040	38421	38805
5	29806	31296	32861	34504	36229	38040	38991	39381	39775
6	30551	32078	33682	35366	37134	38991	39966	40366	40769
7	31314	32880	34524	36250	38063	39966	40965	41375	41789
8	32097	33702	35387	37157	39014	40965	41989	42409	42833
9	32900	34545	36272	38086	39990	41989	43039	43469	43904
10	33722	35408	37179	39038	40990	43039	44115	44556	45002
11	34565	36294	38108	40014	42014	44115	45218	45670	46127
12	35429	37201	39061	41014	43065	45218	46348	46812	47280
13	36315	38131	40037	42039	44141	46348	47507	47982	48462
14	37223	39084	41038	43090	45245	47507	48695	49182	49673
15	38154	40061	42064	44168	46376	48695	49912	50411	50915
16	39107	41063	43116	45272	47535	49912	51160	51671	52188
17	40085	42089	44194	46403	48724	51160	52439	52963	53493
18	41087	43142	45299	47564	49942	52439	53750	54287	54830
19	42114	44220	46431	48753	51190	53750	55094	55645	56201
20	43167	45326	47592	49971	52470	55094	56471	57036	57606
21	44246	46459	48782	51221	53782	56471	57883	58462	59046
22	45353	47620	50001	52501	55126	57883	59330	59923	60522
23	46486	48811	51251	53814	56505	59330	60813	61421	62035
24	47649	50031	52533	55159	57917	60813	62333	62957	63586
25	48840	51282	53846	56538	59365	62333	63892	64531	65176
26	50061	52564	55192	57952	60849	63892	65489	66144	66805
27	51312	53878	56572	59400	62370	65489	67126	67797	68475
28	52595	55225	57986	60885	63930	67126	68804	69492	70187
29	53910	56605	59436	62408	65528	68804	70524	71230	71942
30	55258	58021	60922	63968	67166	70524	72288	73010	73741
31	56639	59471	62445	65567	68845	72288	74095	74836	75584
32	58055	60958	64006	67206	70566	74095	75947	76707	77474
33	59507	62482	65606	68886	72331	75947	77846	78624	79410
34	60994	64044	67246	70608	74139	77846	79792	80590	81396
35	62519	65645	68927	72374	75992	79792	81787	82605	83431
36	64082	67286	70650	74183	77892	81787	83831	84670	85516
37	65684	68968	72417	76038	79839	83831	85927	86786	87654
38	67326	70692	74227	77938	81835	85927	88075	88956	89846
39	69009	72460	76083	79887	83881	88075	90277	91180	92092
40	70735	74271	77985	81884	85978	90277	92534	93460	94394

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5.87% COLA plus 3% Effective 7/1/06, Board Approved 6/14/06
3.81% COLA Effective 7/1/05, Board Approved 6/8/05

WEST KERN COMMUNITY COLLEGE DISTRICT

CLASSIFIED SALARY SCHEDULE

2020-21 ACADEMIC YEAR

MONTHLY SCHEDULE

RANGE	A	B	C	D	E	F	G	H	I
1	2250	2363	2481	2605	2735	2872	2944	2973	3003
2	2306	2422	2543	2670	2804	2944	3017	3047	3078
3	2364	2482	2606	2737	2874	3017	3093	3124	3155
4	2423	2544	2672	2805	2945	3093	3170	3202	3234
5	2484	2608	2738	2875	3019	3170	3249	3282	3315
6	2546	2673	2807	2947	3095	3249	3330	3364	3397
7	2610	2740	2877	3021	3172	3330	3414	3448	3482
8	2675	2809	2949	3096	3251	3414	3499	3534	3569
9	2742	2879	3023	3174	3332	3499	3587	3622	3659
10	2810	2951	3098	3253	3416	3587	3676	3713	3750
11	2880	3024	3176	3334	3501	3676	3768	3806	3844
12	2952	3100	3255	3418	3589	3768	3862	3901	3940
13	3026	3178	3336	3503	3678	3862	3959	3999	4038
14	3102	3257	3420	3591	3770	3959	4058	4098	4139
15	3179	3338	3505	3681	3865	4058	4159	4201	4243
16	3259	3422	3593	3773	3961	4159	4263	4306	4349
17	3340	3507	3683	3867	4060	4263	4370	4414	4458
18	3424	3595	3775	3964	4162	4370	4479	4524	4569
19	3510	3685	3869	4063	4266	4479	4591	4637	4683
20	3597	3777	3966	4164	4373	4591	4706	4753	4800
21	3687	3872	4065	4268	4482	4706	4824	4872	4921
22	3779	3968	4167	4375	4594	4824	4944	4994	5044
23	3874	4068	4271	4484	4709	4944	5068	5118	5170
24	3971	4169	4378	4597	4826	5068	5194	5246	5299
25	4070	4273	4487	4712	4947	5194	5324	5378	5431
26	4172	4380	4599	4829	5071	5324	5457	5512	5567
27	4276	4490	4714	4950	5198	5457	5594	5650	5706
28	4383	4602	4832	5074	5327	5594	5734	5791	5849
29	4492	4717	4953	5201	5461	5734	5877	5936	5995
30	4605	4835	5077	5331	5597	5877	6024	6084	6145
31	4720	4956	5204	5464	5737	6024	6175	6236	6299
32	4838	5080	5334	5601	5881	6175	6329	6392	6456
33	4959	5207	5467	5741	6028	6329	6487	6552	6618
34	5083	5337	5604	5884	6178	6487	6649	6716	6783
35	5210	5470	5744	6031	6333	6649	6816	6884	6953
36	5340	5607	5888	6182	6491	6816	6986	7056	7126
37	5474	5747	6035	6336	6653	6986	7161	7232	7305
38	5611	5891	6186	6495	6820	7161	7340	7413	7487
39	5751	6038	6340	6657	6990	7340	7523	7598	7674
40	5895	6189	6499	6824	7165	7523	7711	7788	7866

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WEST KERN COMMUNITY COLLEGE DISTRICT

CLASSIFIED SALARY SCHEDULE

2020-21 ACADEMIC YEAR

HOURLY SCHEDULE (Based on 2080 Hrs./Yr.)

RANGE	A	B	C	D	E	F	G	H	I
1	12.98	13.63	14.31	15.03	15.78	16.57	16.98	17.15	17.33
2	13.30	13.97	14.67	15.40	16.18	16.98	17.41	17.58	17.76
3	13.64	14.32	15.03	15.79	16.58	17.41	17.84	18.02	18.20
4	13.98	14.68	15.42	16.18	16.99	17.84	18.29	18.47	18.66
5	14.33	15.05	15.80	16.59	17.42	18.29	18.74	18.93	19.13
6	14.69	15.42	16.19	17.00	17.86	18.74	19.21	19.41	19.60
7	15.06	15.81	16.60	17.43	18.30	19.21	19.70	19.89	20.09
8	15.43	16.21	17.01	17.86	18.76	19.70	20.19	20.39	20.59
9	15.82	16.61	17.44	18.31	19.22	20.19	20.69	20.90	21.11
10	16.21	17.03	17.87	18.77	19.71	20.69	21.21	21.42	21.63
11	16.62	17.45	18.32	19.23	20.20	21.21	21.74	21.96	22.18
12	17.03	17.88	18.78	19.72	20.71	21.74	22.28	22.51	22.73
13	17.46	18.33	19.25	20.21	21.22	22.28	22.84	23.07	23.30
14	17.90	18.79	19.73	20.72	21.75	22.84	23.41	23.64	23.88
15	18.34	19.26	20.22	21.24	22.30	23.41	23.99	24.24	24.48
16	18.80	19.74	20.73	21.77	22.85	23.99	24.59	24.84	25.09
17	19.27	20.23	21.25	22.31	23.42	24.59	25.21	25.47	25.72
18	19.75	20.74	21.78	22.87	24.01	25.21	25.84	26.10	26.36
19	20.25	21.26	22.32	23.44	24.61	25.84	26.49	26.75	27.02
20	20.75	21.79	22.88	24.02	25.23	26.49	27.15	27.42	27.69
21	21.27	22.34	23.45	24.62	25.86	27.15	27.83	28.11	28.39
22	21.80	22.89	24.04	25.24	26.50	27.83	28.52	28.81	29.10
23	22.35	23.47	24.64	25.87	27.17	28.52	29.24	29.53	29.83
24	22.91	24.05	25.26	26.52	27.84	29.24	29.97	30.27	30.57
25	23.48	24.65	25.89	27.18	28.54	29.97	30.72	31.03	31.33
26	24.07	25.27	26.53	27.86	29.26	30.72	31.48	31.80	32.12
27	24.67	25.90	27.20	28.56	29.99	31.48	32.27	32.60	32.92
28	25.29	26.55	27.88	29.27	30.73	32.27	33.08	33.41	33.74
29	25.92	27.21	28.58	30.01	31.51	33.08	33.91	34.25	34.59
30	26.57	27.89	29.29	30.76	32.29	33.91	34.75	35.10	35.45
31	27.23	28.59	30.02	31.52	33.10	34.75	35.63	35.98	36.34
32	27.91	29.31	30.77	32.31	33.93	35.63	36.51	36.88	37.25
33	28.61	30.04	31.54	33.12	34.78	36.51	37.43	37.80	38.18
34	29.33	30.79	32.33	33.95	35.64	37.43	38.36	38.75	39.13
35	30.06	31.56	33.14	34.79	36.54	38.36	39.32	39.72	40.11
36	30.81	32.35	33.97	35.67	37.45	39.32	40.30	40.71	41.11
37	31.58	33.16	34.82	36.55	38.38	40.30	41.31	41.72	42.14
38	32.37	33.99	35.69	37.47	39.35	41.31	42.35	42.77	43.19
39	33.18	34.83	36.58	38.41	40.33	42.35	43.40	43.83	44.27
40	34.01	35.71	37.49	39.37	41.34	43.40	44.49	44.93	45.38

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APPENDIX B: RECOGNITION RESOLUTION

EXCERPT FROM OFFICIAL MINUTES, BOARD OF TRUSTEES
REGULAR MEETING, MAY 5, 1976

RECOGNITION OF CSEA AS EXCLUSIVE REPRESENTATIVE FOR ALL CLASSIFIED
EMPLOYEES EXCLUDING CONFIDENTIAL AND SUPERVISORY EMPLOYEES.

A request was received from the classified employees for CSEA to be recognized as the exclusive representative for all classified employees excluding confidential and supervisory employees in connection with Government Code 3544. The request was posted from April 8 - April 30, 1976 as required and no challenges were received.

It was moved by Mr. Scott, seconded by Mr. Mundy and unanimously carried to recognize CSEA as the Exclusive Representative for all classified employees excluding confidential and supervisory employees in accordance with Government Code 3544.

APPENDIX C: CATASTROPHIC LEAVE PAY

- A. Catastrophic leave pay may be available to an employee as set forth herein pursuant to the provisions of Education Code section 87045. Catastrophic leave pay shall consist of the amount of sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.
1. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
 2. Donations of vacation time or compensatory time off credits shall be made in blocks of not less than two hours per donating employee.
- B. For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:
1. If the employee who donates eligible time credits is at a different salary rate than the employee who receives the credits, the formula to be used shall be: Donating employee's hourly rate multiplied by number of hours donated equals \$X; \$X divided by receiving employee's hourly rate equals the number of catastrophic leave hours available to receiving employee.

Example: Donating employee - Secretary (rate \$9.00 per hour) donates eight hours: $\$9.00 \times 8 = \72.00 ;
Receiving employee - Clerk (rate \$7.00 per hour) will be entitled to: $\$72.00 \div \$7.00 = 10.29$ hours of catastrophic leave credits.
 2. If the employee or employees who donate eligible time credits are at the same salary rate as the employee who receives the credits, the receiving employee shall be credited with the number of hours donated.
 3. The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of ARTICLE 13, LEAVES OF ABSENCE, paragraph 13.4.4 of this Agreement. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on extended sick leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay. Further, at the written request of the employee,

donated time credits shall be coordinated with Family Medical Leave Act benefits in order to provide a continuation of income, or to provide an extension of contributions for the District's health insurance package, or both during the period when the employee does not receive regular wages from the District.

- C. The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury without revealing confidential medical information, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.
 - 1. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work. Finally, the employee shall be allowed and required to utilize all of the employee's available regular sick leave and other paid time off as provided by ARTICLE 13, LEAVES OF ABSENCE, paragraph 13.2, inclusive, of this Agreement prior to the receipt of donated time credits.
- D. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 87045(a) which states:

“‘Catastrophic illness’ or ‘injury’ means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.”

APPENDIX D: DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES

- A. Discipline shall be imposed upon a permanent classified employee pursuant to the terms of this Appendix.
1. Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this Appendix. The level of severity of discipline should be reasonably related to the nature of the offense committed by the employee and should take into account any prior disciplinary action imposed on the employee.
 2. "Discipline" or "disciplinary action" shall mean formal action against a permanent employee in the form of a letter of reprimand, reassignment, demotion, reduction in wage rate, transfer, suspension, or termination of an employee when any of these actions is taken as a result of an offense committed by the employee.
 - a. The following are considered to be informal disciplinary actions and are specifically excluded from the provisions and procedures of this Appendix: oral warning, incident report, letter of warning, deduction of pay for being absent without leave (AWOL) in the absence of any other discipline. Incident reports and letters of warning are not placed in the official personnel file in the Human Resources Department.
 - b. Also specifically excluded from the provisions and procedures of this Appendix are actions taken by the District as part of the process of evaluation of an employee's work performance pursuant to the provisions of ARTICLE 10, EVALUATION, except when the District imposes disciplinary action following a written evaluation.
 - c. No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for any cause that arose more than two years preceding the date of the notice of disciplinary action unless the cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts to the District.

Pre-Discipline Investigation

- B. Any recommendation or request for disciplinary action against an employee shall be brought to the attention of the Superintendent/President or designee. The Superintendent/President or designee may determine to conduct an investigation into the matter. As a part of the investigation process, the Superintendent/President or designee may hold an informal meeting with the employee. Prior to the meeting, the employee should be notified in writing of the allegation or allegations that serve as the basis for the meeting. In addition, the employee shall be notified of the right to be accompanied to the meeting by a representative of the Exclusive Representative. If the employee elects not to be represented by the Exclusive Representative, the employee shall sign a statement to that effect. A copy of the signed statement shall be sent to the Exclusive Representative within five days of being signed.

Notice of Discipline

- C. If a determination is made to institute disciplinary action against the employee, the Superintendent/President or designee shall give the employee a written Notice of Proposed Disciplinary Action ("Notice").
1. The Notice shall inform the employee of the charge or charges on which the disciplinary action is based and shall comply with the provisions of Education Code section 45116. Any document or documents that have been relied upon to support the proposed discipline shall either be attached or otherwise be made available to the employee.
 2. The Notice shall be personally served upon the employee, and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the employee at the employee's last known address of record. Additionally, the Notice may be sent by first class mail. When a Representative of the employee was involved in the process prior to the issuance of the Notice, the Representative shall also be sent a copy of the Notice.
 3. The Notice shall inform the employee of the right to have a meeting with the Superintendent/President or designee or to respond in writing to the Superintendent/President or designee, or both. The meeting date and time shall be set forth in the Notice and shall not be less than seven days from the date of the Notice. The deadline for a written response shall be the same day as the scheduled meeting.

4. If, following the meeting (or receipt of a written response), the Superintendent/President or designee determines that it is appropriate to proceed with the proposed discipline, the employee shall be informed in writing at the same time that the Notice is communicated to the Board of Trustees. The employee notification shall inform the employee of the effective date of the disciplinary action and shall include a statement of the right to a hearing on the charges and the time within which the hearing may be requested which shall be not less than five days after service of the notification. The notification shall also include a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges. Failure to file the demand for a hearing as set forth in the notification shall constitute a waiver of the right to a hearing and the proposed discipline shall be imposed as final.

Disciplinary Hearing

- D. If the employee files the demand and denial, the disciplinary hearing shall be conducted pursuant to paragraph D.1 or D.2, inclusive.
 1. If the employee is represented by the Exclusive Representative, the hearing shall be before an arbitrator selected from the panel of the California State Mediation and Conciliation Service at the election of the Exclusive Representative.
 - a. The Exclusive Representative shall have five work days from receipt of the Notice to inform the District of its election to proceed before an arbitrator.
 - b. The arbitrator shall hold a hearing and shall issue written findings of fact, conclusions, and an advisory recommendation to the Board of Trustees.
 - c. Thereafter, the Board shall consider the arbitrator's findings, conclusions, and recommendation and shall make a final determination on the disciplinary action. The employee will be provided an opportunity to address the Board prior to the Board's determination.
 - d. The District and the Exclusive Representative shall share the per diem and expense costs of the arbitrator. Each party shall bear all other costs of its own case.

2. If the employee elected not to be represented as set forth in paragraph B of this Appendix or if the Exclusive Representative does not elect to proceed before an arbitrator, the hearing shall be conducted by the Board of Trustees pursuant to the following:
 - a. The burden of proof to support the discipline rests with the District.
 - b. The employee, and a representative if the employee desires, may present evidence or argument to the Board, or to a Hearing Officer designated by the Board, prior to the Board making a decision.
 - c. Following the appeal hearing, the Board shall adopt, modify, or reject the discipline.
 - d. The Board's decision shall be in writing and shall set forth the findings of fact, conclusions, and reasons for the Board's determination.
 - e. If the Board either modifies or rejects the discipline, the employee's personnel records shall be adjusted to reflect the Board's decision.
 - f. The decision of the Board shall be final.

Miscellaneous Provisions

- E. When the Superintendent/President or designee determines that the needs of the District so require, an employee may be suspended immediately on an emergency basis prior to the completion of the procedures set forth in paragraphs B through D. In that case, the suspension and any denial of compensation as provided by statute shall be an issue in the hearing, if one is requested by the employee.
- F. All information and proceedings regarding any of the above actions or proposed actions shall be kept as confidential as possible by all parties to the proceeding. The notification to the employee and to the employee's representative set forth in this Appendix shall not be considered a violation of the terms of this paragraph. The Exclusive Representative shall receive a written summary of any hearing where the Exclusive Representative did not represent the employee.

Summary of Benefits

Self-Insured Schools of CA – SISC Dental Health Network



Anthem Dental Essential Choice PPO \$4000
Anthem Blue Cross Dental

Effective Date: 10/1/19

Your dental benefits at a glance:

Benefits*	In-Network	Out-of-Network
Coverage Year		Calendar Year
Office Visit Copay		\$0
Annual Deductible per insured person		\$0
Annual Benefit Maximum	\$4,000	\$250
• Diagnostic & Preventive Services are applied to the Annual Benefit Maximum		
Annual Implant Maximum	\$2,000	\$0
• Applies to the Annual Benefit Maximum		
Orthodontic Lifetime Benefit Maximum	\$2,000	\$2,000
• Per eligible person		
Dental Services *	In-Network Anthem Pays:	Out-of-Network Anthem Pays:
Diagnostic & Preventive Services	100% coinsurance	0% coinsurance
• Exams, cleanings, x-rays		
Basic (Restorative) Services	100% coinsurance	0% coinsurance
• Fillings, simple tooth extractions, sealants		
Endodontics (Surgical and Non-Surgical)	100% coinsurance	0% coinsurance
• Root canal and retreatments		
Periodontics (Surgical and Non-Surgical)	100% coinsurance	0% coinsurance
• Periodontal maintenance, scaling and root planning, periodontal Surgery		
Oral Surgery (Simple and Complex)	100% coinsurance	0% coinsurance
• Simple and surgical extraction		
Major (Restorative) Services	100% coinsurance	0% coinsurance
• Crowns, onlays, veneers		
Prosthodontics	50% coinsurance	0% coinsurance
• Dentures, bridges, implants		
Repairs/Adjustments	50% coinsurance	0% coinsurance
• Crown, denture, and bridge repairs		
• Denture and bridge adjustments		
Adult/Child Orthodontic Services	100% coinsurance	100% coinsurance
o No age limits apply		
Additional Services and Programs		
Anthem Whole Health Connection - DentalSM - For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)		
Accidental Dental Injury Benefit - Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply		
Extension of Benefits - Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered		
International Emergency Dental Program- - Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)		

*This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your policy. In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.

**Reimbursement is based on the Anthem Fee Schedule for In-Network providers and the 90th percentile of FAIR health for Out-of-Network Providers.

Need to contact us? Please call Anthem Dental Customer Service number at 1-844-729-1565

Your summary of benefits

Anthem Blue Cross

Your Plan: SISC 100-A \$20 Anthem Classic PPO

Your Network: Prudent Buyer PPO

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Certificate of Insurance or Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible for all providers (calendar year) <i>See notes section to understand how your deductible works. Fourth quarter carryover applies. Deductible applies to out-of-pocket maximum.</i>	\$0 single / \$0 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. Member copays and coinsurance for Emergency medical care with a Non-Network PPO provider also apply to the In-Network PPO out-of-pocket maximums. See notes section for additional information regarding your out of pocket maximum.</i>	\$1,000 single / \$3,000 family	No limit single / No limit family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	Not covered
Doctor Home and Office Services		
Primary care visit to treat an injury or illness	\$20 copay per visit	See footnote 1
Specialist care visit	\$20 copay per visit	See footnote 1
Prenatal and Post-natal Care	\$20 copay per visit	See footnote 1
Other practitioner visits: Retail health clinic Chiropractor services <i>Subject to medically necessity review administered by American Specialty Health (ASH).</i> Acupuncture <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 12 visit limit per calendar year.</i>	\$20 copay per visit 0% coinsurance 0% coinsurance	See footnote 1 Not covered 50% of maximum allowed amount

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Other services in an office: Allergy testing Chemo/radiation therapy Hemodialysis <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i> Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection</i></p>	<p>0% coinsurance 0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>See footnote 1 See footnote 1 All billed amounts exceeding \$350/visit See footnote 1</p>
<p>Diagnostic Services</p> <p>Lab: Office Freestanding Lab Outpatient Hospital</p>	<p>0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>Not covered Not covered Not covered</p>
<p>X-ray: Office Freestanding Radiology Center Outpatient Hospital</p>	<p>0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>Not covered Not covered Not covered</p>
<p>Advanced diagnostic imaging (for example, MRI/PET/CAT scans): Office <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i> Freestanding Radiology Center <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i> Outpatient Hospital <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p>	<p>0% coinsurance 0% coinsurance 0% coinsurance</p>	<p>All billed amounts exceeding \$800/test All billed amounts exceeding \$800/test All billed amounts exceeding \$800/test</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Emergency and Urgent Care</p> <p>Emergency room facility services <i>Copay waived if admitted as inpatient. This is for the hospital/facility charge only. The ER physician charge may be separate.</i></p> <p>Emergency room doctor and other services</p>	<p>\$100 copay per admission and then 0% coinsurance</p> <p>0% coinsurance</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Ambulance (air and ground)</p>	<p>\$100 copay per trip, then 0% coinsurance</p>	<p>Covered as In-Network for true emergency</p>
<p>Urgent Care (physician services)</p>	<p>\$20 copay per visit</p>	<p>See footnote 1</p>
<p>Outpatient Mental/Behavioral Health and Substance Abuse</p> <p>Doctor office visit</p> <p>Facility visit: Facility fees</p>	<p>\$20 copay per visit</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p>
<p>Outpatient Surgery</p> <p>Facility fees: Hospital</p> <p>Services and supplies for the following outpatient surgeries are subject to a benefit limit if performed in an outpatient hospital:</p> <ul style="list-style-type: none"> ○ Arthroscopy limited to \$4,500 per procedure ○ Cataract surgery limited to \$2,000 per procedure ○ Colonoscopy limited to \$1,500 per procedure ○ Upper GI Endoscopy limited to \$1,000 per procedure ○ Upper GI Endoscopy with biopsy limited to \$1,250 per procedure <p>Freestanding Ambulatory Surgical Center <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per day.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance up to benefit limit</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/day</p> <p>See footnote 1</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse)</p> <p>Facility fees (for example, room & board) <i>Coverage is limited to \$600 maximum per day for non-emergency admission at a Non-Network provider.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p> <p>See footnote 1</p>
<p>Recovery & Rehabilitation</p> <p>Home health care <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 visit limit per calendar year. Coverage for Out-of-Network Provider is limited to \$150 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$150/day. See footnote 1.</p>
<p>Rehabilitation Habilitation services (for example, physical/occupational therapy):</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 day limit per calendar year. Coverage for Out-of-Network Provider is limited to \$600 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p>
<p>Hospice <i>Deductible does not apply to In-Network providers.</i></p>	<p>No charge</p>	<p>All billed amounts exceeding the maximum allowed amount</p>
<p>Durable Medical Equipment</p>	<p>0% coinsurance</p>	<p>Not covered</p>
<p>Prosthetic Devices <i>Therapeutic shoes and inserts for members with diabetes are limited to 2 pairs per calendar year.</i></p>	<p>0% coinsurance</p>	<p>Not covered</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hearing Aids <i>Benefit is limited to \$700 every 24 months.</i>	0% coinsurance	See footnote 1
Hip/Knee/Spine <i>For inpatient services, this benefit is covered only when performed at a designated Blue Distinction Plus Center for Specialty Care. Subject to utilization review.</i>	0% coinsurance	Not covered
Hemodialysis in an Outpatient facility <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i>	0% coinsurance	All billed amounts exceeding \$350/visit
Home Infusion Therapy <i>Coverage for Out-of-Network Provider is limited to \$600 maximum per day. Subject to utilization review.</i>	0% coinsurance	All billed amounts exceeding \$600/day
Speech Therapy	0% coinsurance	See footnote 1

Footnote 1: When using Non-Network PPO Providers, members are responsible for any difference between the maximum allowed and actual charges, as well as any deductible & percentage copay.

Your summary of benefits

Notes:

- This Summary of Benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this Summary of Benefits.
- The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to the individual deductible and individual out-of-pocket maximum; in addition, amounts for all family members apply to the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.
- All medical services subject to a coinsurance are also subject to the annual medical deductible.
- Annual Out-of-Pocket Maximums includes deductible, copays, and coinsurance.
- In-network and out-of-network out of pocket maximums are exclusive of each other (i.e. non-emergency out-of-network expenses do not apply to the in-network out of pocket maximum).
- Any copays and coinsurance you make for covered services and supplies provided by a *non-participating provider*, except emergency services and supplies, will not be applied toward the satisfaction of your Out-of-Pocket amount. In addition, you will be required to continue to pay your copayment and/or coinsurance for such services even after you have reached that amount.
- For plans with an office visit copay, the copay applies to the actual office visit and additional cost shares may apply for any other service performed in the office (i.e., X-ray, lab, surgery), after any applicable deductible.
- Preventive Care Services includes physical exam, preventive screenings (including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunization, health education, intervention services, HIV testing) and additional preventive care for women provided for in the guidance supported by Health Resources and Service Administration.
- For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the maximum allowed amount. Members may be responsible for any amount in excess of the maximum allowed amount.
- If your plan includes an emergency room facility copay and you are directly admitted to a hospital, your emergency room facility copay is waived.
- If your plan includes out of network benefit and you use a non-network provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge.
- Non-emergency, out-of-network air ambulance services are limited to Anthem maximum payment of \$50,000 per trip.
- Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.
- Additional visits maybe authorized if medically necessary. Pre-service review must be obtained prior to receiving the additional services.
- If your plan includes out of network benefits, all services with calendar/plan year visit limits are combined both in and out of network, except if otherwise noted.
- Transplants covered only when performed at Centers of Medical Excellence or Blue Distinction Centers.

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Questions: visit us at www.anthem.com/ca/sisc

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Your summary of benefits

- Bariatric Surgery covered only when performed at Blue Distinction Center for Specialty Care for Bariatric Surgery.
- Hip/Knee/Spine surgeries covered only when performed at Blue Distinction Plus Center for Specialty Care.
- Hip/Knee/Spine travel expenses are covered up to a maximum travel benefit of \$6,000 when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center.
- Skilled Nursing Facility day limit does not apply to mental health and substance abuse.
- Respite Care limited to 5 consecutive days per admission.
- Freestanding Lab and Radiology Center is defined as services received in a non-hospital based facility.
- Coordination of Benefits: The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverage do not exceed 100% of the covered expense
- For additional information on limitations and exclusions and other disclosure items that apply to this plan, please see your EOC for full details on your covered benefits.

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Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family					

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Navitus SpecialtyRx helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:

Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Your summary of benefits



Anthem Blue Cross

Your Plan: SISC 100-D \$20 Anthem Classic PPO

Your Network: Prudent Buyer PPO

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Certificate of Insurance or Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible for all providers (calendar year) <i>See notes section to understand how your deductible works. Fourth quarter carryover applies. Deductible applies to out-of-pocket maximum.</i>	\$300 single / \$600 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. Member copays and coinsurance for Emergency medical care with a Non-Network PPO provider also apply to the In-Network PPO out-of-pocket maximums. See notes section for additional information regarding your out of pocket maximum.</i>	\$1,000 single / \$3,000 family	No limit single / No limit family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	Not covered
Doctor Home and Office Services		
Primary care visit to treat an injury or illness <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Specialist care visit <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Prenatal and Post-natal Care <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Other practitioner visits: Retail health clinic <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Chiropractor services <i>Subject to medically necessity review administered by American Specialty Health (ASH).</i></p> <p>Acupuncture <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 12 visit limit per calendar year.</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>50% of maximum allowed amount</p>
<p>Other services in an office:</p> <p>Allergy testing</p> <p>Chemo/radiation therapy</p> <p>Hemodialysis <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i></p> <p>Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/visit</p> <p>See footnote 1</p>
<p>Diagnostic Services</p> <p>Lab:</p> <p>Office</p> <p>Freestanding Lab</p> <p>Outpatient Hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<p>X-ray:</p> <p>Office</p> <p>Freestanding Radiology Center</p> <p>Outpatient Hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<p>Advanced diagnostic imaging (for example, MRI/PET/CAT scans):</p> <p>Office <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Freestanding Radiology Center <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Outpatient Hospital <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$800/test</p> <p>All billed amounts exceeding \$800/test</p> <p>All billed amounts exceeding \$800/test</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Emergency and Urgent Care</p> <p>Emergency room facility services <i>Copay waived if admitted as inpatient. This is for the hospital/facility charge only. The ER physician charge may be separate.</i></p> <p>Emergency room doctor and other services</p>	<p>\$100 copay per admission and then 0% coinsurance</p> <p>0% coinsurance</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Ambulance (air and ground)</p>	<p>\$100 copay per trip, then 0% coinsurance</p>	<p>Covered as In-Network for true emergency</p>
<p>Urgent Care (physician services) <i>Deductible does not apply to In-Network providers.</i></p>	<p>\$20 copay per visit</p>	<p>See footnote 1</p>
<p>Outpatient Mental/Behavioral Health and Substance Abuse</p> <p>Doctor office visit <i>Deductible does not apply to In-Network providers.</i></p> <p>Facility visit: Facility fees</p>	<p>\$20 copay per visit</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p>
<p>Outpatient Surgery</p> <p>Facility fees: Hospital</p> <p>Services and supplies for the following outpatient surgeries are subject to a benefit limit if performed in an outpatient hospital:</p> <ul style="list-style-type: none"> ○ Arthroscopy limited to \$4,500 per procedure ○ Cataract surgery limited to \$2,000 per procedure ○ Colonoscopy limited to \$1,500 per procedure ○ Upper GI Endoscopy limited to \$1,000 per procedure ○ Upper GI Endoscopy with biopsy limited to \$1,250 per procedure <p>Freestanding Ambulatory Surgical Center <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per day.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance up to benefit limit</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/day</p> <p>See footnote 1</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse)</p> <p>Facility fees (for example, room & board) <i>Coverage is limited to \$600 maximum per day for non-emergency admission at a Non-Network provider.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p> <p>See footnote 1</p>
<p>Recovery & Rehabilitation</p> <p>Home health care <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 visit limit per calendar year. Coverage for Out-of-Network Provider is limited to \$150 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$150/day. See footnote 1.</p>
<p>Rehabilitation Habilitation services (for example, physical/occupational therapy):</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 day limit per calendar year. Coverage for Out-of-Network Provider is limited to \$600 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p>
<p>Hospice <i>Deductible does not apply to In-Network providers.</i></p>	<p>No charge</p>	<p>All billed amounts exceeding the maximum allowed amount</p>
<p>Durable Medical Equipment</p>	<p>0% coinsurance</p>	<p>Not covered</p>
<p>Prosthetic Devices <i>Therapeutic shoes and inserts for members with diabetes are limited to 2 pairs per calendar year.</i></p>	<p>0% coinsurance</p>	<p>Not covered</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hearing Aids <i>Benefit is limited to \$700 every 24 months.</i>	0% coinsurance	See footnote 1
Hip/Knee/Spine <i>For inpatient services, this benefit is covered only when performed at a designated Blue Distinction Plus Center for Specialty Care. Subject to utilization review.</i>	0% coinsurance	Not covered
Hemodialysis in an Outpatient facility <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i>	0% coinsurance	All billed amounts exceeding \$350/visit
Home Infusion Therapy <i>Coverage for Out-of-Network Provider is limited to \$600 maximum per day. Subject to utilization review.</i>	0% coinsurance	All billed amounts exceeding \$600/day
Speech Therapy	0% coinsurance	See footnote 1

Footnote 1: When using Non-Network PPO Providers, members are responsible for any difference between the maximum allowed and actual charges, as well as any deductible & percentage copay.

Your summary of benefits

Notes:

- This Summary of Benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this Summary of Benefits.
- The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to the individual deductible and individual out-of-pocket maximum; in addition, amounts for all family members apply to the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.
- All medical services subject to a coinsurance are also subject to the annual medical deductible.
- Annual Out-of-Pocket Maximums includes deductible, copays, and coinsurance.
- In-network and out-of-network out of pocket maximums are exclusive of each other (i.e. non-emergency out-of-network expenses do not apply to the in-network out of pocket maximum).
- Any copays and coinsurance you make for covered services and supplies provided by a *non-participating provider*, except emergency services and supplies, will not be applied toward the satisfaction of your Out-of-Pocket amount. In addition, you will be required to continue to pay your copayment and/or coinsurance for such services even after you have reached that amount.
- For plans with an office visit copay, the copay applies to the actual office visit and additional cost shares may apply for any other service performed in the office (i.e., X-ray, lab, surgery), after any applicable deductible.
- Preventive Care Services includes physical exam, preventive screenings (including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunization, health education, intervention services, HIV testing) and additional preventive care for women provided for in the guidance supported by Health Resources and Service Administration.
- For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the maximum allowed amount. Members may be responsible for any amount in excess of the maximum allowed amount.
- If your plan includes an emergency room facility copay and you are directly admitted to a hospital, your emergency room facility copay is waived.
- If your plan includes out of network benefit and you use a non-network provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge.
- Non-emergency, out-of-network air ambulance services are limited to Anthem maximum payment of \$50,000 per trip.
- Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.
- Additional visits maybe authorized if medically necessary. Pre-service review must be obtained prior to receiving the additional services.
- If your plan includes out of network benefits, all services with calendar/plan year visit limits are combined both in and out of network, except if otherwise noted.
- Transplants covered only when performed at Centers of Medical Excellence or Blue Distinction Centers.

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Your summary of benefits

- Bariatric Surgery covered only when performed at Blue Distinction Center for Specialty Care for Bariatric Surgery.
- Hip/Knee/Spine surgeries covered only when performed at Blue Distinction Plus Center for Specialty Care.
- Hip/Knee/Spine travel expenses are covered up to a maximum travel benefit of \$6,000 when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center.
- Skilled Nursing Facility day limit does not apply to mental health and substance abuse.
- Respite Care limited to 5 consecutive days per admission.
- Freestanding Lab and Radiology Center is defined as services received in a non-hospital based facility.
- Coordination of Benefits: The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverage do not exceed 100% of the covered expense
- For additional information on limitations and exclusions and other disclosure items that apply to this plan, please see your EOC for full details on your covered benefits.

Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 9-35

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$9	N/A	FREE	FREE	FREE	N/A
Brand	\$35	N/A	\$35	\$90	\$90	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$35

Out-of-Pocket Maximum	\$2,500 Individual / \$3,500 Family
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SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Navitus SpecialtyRx helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:
Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

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Your summary of benefits

Anthem Blue Cross

Your Plan: SISC 100-G \$20 Anthem Classic PPO

Your Network: Prudent Buyer PPO

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Certificate of Insurance or Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible for all providers (calendar year) <i>See notes section to understand how your deductible works. Fourth quarter carryover applies. Deductible applies to out-of-pocket maximum.</i>	\$500 single / \$1,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. Member copays and coinsurance for Emergency medical care with a Non-Network PPO provider also apply to the In-Network PPO out-of-pocket maximums. See notes section for additional information regarding your out of pocket maximum.</i>	\$1,000 single / \$3,000 family	No limit single / No limit family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	Not covered
Doctor Home and Office Services		
Primary care visit to treat an injury or illness <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Specialist care visit <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Prenatal and Post-natal Care <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1
Other practitioner visits:		
Retail health clinic <i>Deductible does not apply to In-Network providers.</i>	\$20 copay per visit	See footnote 1

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Chiropractor services <i>Subject to medically necessity review administered by American Specialty Health (ASH).</i></p> <p>Acupuncture <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 12 visit limit per calendar year.</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>50% of maximum allowed amount</p>
<p>Other services in an office:</p> <p>Allergy testing</p> <p>Chemo/radiation therapy</p> <p>Hemodialysis <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i></p> <p>Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/visit</p> <p>See footnote 1</p>
<p>Diagnostic Services</p> <p>Lab:</p> <p>Office</p> <p>Freestanding Lab</p> <p>Outpatient Hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<p>X-ray:</p> <p>Office</p> <p>Freestanding Radiology Center</p> <p>Outpatient Hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<p>Advanced diagnostic imaging (for example, MRI/PET/CAT scans):</p> <p>Office <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Freestanding Radiology Center <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p> <p>Outpatient Hospital <i>Coverage for Out-of-Network Provider is limited to \$800 maximum per test.</i></p>	<p>0% coinsurance</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$800/test</p> <p>All billed amounts exceeding \$800/test</p> <p>All billed amounts exceeding \$800/test</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Emergency and Urgent Care</p> <p>Emergency room facility services <i>Copay waived if admitted as inpatient. This is for the hospital/facility charge only. The ER physician charge may be separate.</i></p> <p>Emergency room doctor and other services</p>	<p>\$100 copay per admission and then 0% coinsurance</p> <p>0% coinsurance</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p>Ambulance (air and ground)</p>	<p>\$100 copay per trip, then 0% coinsurance</p>	<p>Covered as In-Network for true emergency</p>
<p>Urgent Care (physician services) <i>Deductible does not apply to In-Network providers.</i></p>	<p>\$20 copay per visit</p>	<p>See footnote 1</p>
<p>Outpatient Mental/Behavioral Health and Substance Abuse</p> <p>Doctor office visit <i>Deductible does not apply to In-Network providers.</i></p> <p>Facility visit: Facility fees</p>	<p>\$20 copay per visit</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p>
<p>Outpatient Surgery</p> <p>Facility fees: Hospital</p> <p>Services and supplies for the following outpatient surgeries are subject to a benefit limit if performed in an outpatient hospital:</p> <ul style="list-style-type: none"> ○ Arthroscopy limited to \$4,500 per procedure ○ Cataract surgery limited to \$2,000 per procedure ○ Colonoscopy limited to \$1,500 per procedure ○ Upper GI Endoscopy limited to \$1,000 per procedure ○ Upper GI Endoscopy with biopsy limited to \$1,250 per procedure <p>Freestanding Ambulatory Surgical Center <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per day.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance up to benefit limit</p> <p>0% coinsurance</p> <p>0% coinsurance</p>	<p>See footnote 1</p> <p>See footnote 1</p> <p>All billed amounts exceeding \$350/day</p> <p>See footnote 1</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Hospital Stay (all inpatient stays including maternity, mental / behavioral health, and substance abuse)</p> <p>Facility fees (for example, room & board) <i>Coverage is limited to \$600 maximum per day for non-emergency admission at a Non-Network provider.</i></p> <p>Doctor and other services</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p> <p>See footnote 1</p>
<p>Recovery & Rehabilitation</p> <p>Home health care <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 visit limit per calendar year. Coverage for Out-of-Network Provider is limited to \$150 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$150/day. See footnote 1.</p>
<p>Rehabilitation Habilitation services (for example, physical/occupational therapy):</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance</p> <p>0% coinsurance</p>	<p>Not covered</p> <p>Not covered</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 100 day limit per calendar year. Coverage for Out-of-Network Provider is limited to \$600 maximum per day.</i></p>	<p>0% coinsurance</p>	<p>All billed amounts exceeding \$600/day</p>
<p>Hospice <i>Deductible does not apply to In-Network providers.</i></p>	<p>No charge</p>	<p>All billed amounts exceeding the maximum allowed amount</p>
<p>Durable Medical Equipment</p>	<p>0% coinsurance</p>	<p>Not covered</p>
<p>Prosthetic Devices <i>Therapeutic shoes and inserts for members with diabetes are limited to 2 pairs per calendar year.</i></p>	<p>0% coinsurance</p>	<p>Not covered</p>

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hearing Aids <i>Benefit is limited to \$700 every 24 months.</i>	0% coinsurance	See footnote 1
Hip/Knee/Spine <i>For inpatient services, this benefit is covered only when performed at a designated Blue Distinction Plus Center for Specialty Care. Subject to utilization review.</i>	0% coinsurance	Not covered
Hemodialysis in an Outpatient facility <i>Coverage for Out-of-Network Provider is limited to \$350 maximum per visit.</i>	0% coinsurance	All billed amounts exceeding \$350/visit
Home Infusion Therapy <i>Coverage for Out-of-Network Provider is limited to \$600 maximum per day. Subject to utilization review.</i>	0% coinsurance	All billed amounts exceeding \$600/day
Speech Therapy	0% coinsurance	See footnote 1

Footnote 1: When using Non-Network PPO Providers, members are responsible for any difference between the maximum allowed and actual charges, as well as any deductible & percentage copay.

Your summary of benefits

Notes:

- This Summary of Benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this Summary of Benefits.
- The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to the individual deductible and individual out-of-pocket maximum; in addition, amounts for all family members apply to the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.
- All medical services subject to a coinsurance are also subject to the annual medical deductible.
- Annual Out-of-Pocket Maximums includes deductible, copays, and coinsurance.
- In-network and out-of-network out of pocket maximums are exclusive of each other (i.e. non-emergency out-of-network expenses do not apply to the in-network out of pocket maximum).
- Any copays and coinsurance you make for covered services and supplies provided by a *non-participating provider*, except emergency services and supplies, will not be applied toward the satisfaction of your Out-of-Pocket amount. In addition, you will be required to continue to pay your copayment and/or coinsurance for such services even after you have reached that amount.
- For plans with an office visit copay, the copay applies to the actual office visit and additional cost shares may apply for any other service performed in the office (i.e., X-ray, lab, surgery), after any applicable deductible.
- Preventive Care Services includes physical exam, preventive screenings (including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunization, health education, intervention services, HIV testing) and additional preventive care for women provided for in the guidance supported by Health Resources and Service Administration.
- For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the maximum allowed amount. Members may be responsible for any amount in excess of the maximum allowed amount.
- If your plan includes an emergency room facility copay and you are directly admitted to a hospital, your emergency room facility copay is waived.
- If your plan includes out of network benefit and you use a non-network provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge.
- Non-emergency, out-of-network air ambulance services are limited to Anthem maximum payment of \$50,000 per trip.
- Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.
- Additional visits maybe authorized if medically necessary. Pre-service review must be obtained prior to receiving the additional services.
- If your plan includes out of network benefits, all services with calendar/plan year visit limits are combined both in and out of network, except if otherwise noted.
- Transplants covered only when performed at Centers of Medical Excellence or Blue Distinction Centers.

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross name and symbol are registered marks of the Blue Cross Association.

Questions: visit us at www.anthem.com/ca/sisc

CA/L/F/PPO/LP2011/01-19 -C

Your summary of benefits

- Bariatric Surgery covered only when performed at Blue Distinction Center for Specialty Care for Bariatric Surgery.
- Hip/Knee/Spine surgeries covered only when performed at Blue Distinction Plus Center for Specialty Care.
- Hip/Knee/Spine travel expenses are covered up to a maximum travel benefit of \$6,000 when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center.
- Skilled Nursing Facility day limit does not apply to mental health and substance abuse.
- Respite Care limited to 5 consecutive days per admission.
- Freestanding Lab and Radiology Center is defined as services received in a non-hospital based facility.
- Coordination of Benefits: The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverage do not exceed 100% of the covered expense
- For additional information on limitations and exclusions and other disclosure items that apply to this plan, please see your EOC for full details on your covered benefits.

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Questions: visit us at www.anthem.com/ca/sisc

CA/L/F/PPO/LP2011/01-19 -C

Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20

Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family
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SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Navitus SpecialtyRx helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:

Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Plan Benefit Highlights for:	PPO \$3,000 with Orthodontic
Group No:	Active and Cobra, Retirees

Eligibility	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to age 26		
Deductibles	In-Network: N/A Out-of-Network: \$25 per person, \$75 per family, per plan year		
Deductibles waived for D & P?	In-Network: N/A Out-of-Network: No		
Maximums	The maximum benefit paid per calendar year is \$3,000 per person in-network The maximum benefit paid per calendar year is \$1,000 per person out-of-network		
Waiting Period(s)	Basic Benefits None	Major Benefits None	Orthodontics None

Benefits and Covered Services*	In-PPO Network**	Out-of-PPO Network**
Diagnostic & Preventive Services (D & P) Exams, cleanings, x-rays	100 %	50 %
Basic Services Fillings, simple tooth extractions, sealants	100 %	50 %
Endodontics (root canals) Covered Under Basic Services	100 %	50 %
Periodontics (gum treatment) Covered Under Basic Services	100 %	50 %
Oral Surgery Covered Under Basic Services	100 %	50 %
Major Services Crowns, inlays, onlays and cast restorations	100 %	50 %
Prosthodontics Bridges, dentures, implants	50 %	50 %
Orthodontic Benefits Adults and dependent children	100%	100%
Orthodontic Maximums	Separate \$3,000 Lifetime maximum per person	
Dental Accident Benefits	100% (separate \$1,000 maximum per person per calendar year)	50%

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

Delta Dental of California
100 First St.
San Francisco, CA 94105

Customer Service
866-499-3001

Claims Address
P.O. Box 997330
Sacramento, CA 95899-7330

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

Plan Benefit Highlights for:	PPO Incentive (\$1,700/\$1,500) no Orthodontic
Group No:	Active, Retirees, and Cobra
Network:	PPO/Premier *The plan provides an additional \$200 toward the calendar year maximum when you visit a PPO dentist. Look for this information for the dentist of your choice on the Delta find a provider website to take advantage of this additional amount: (Other network affiliations: Delta Dental PPO)

In this incentive plan, Delta Dental pays 70% of the contract allowance for covered basic services and major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

Eligibility	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to age 26	
Deductibles	N/A	
Deductibles waived for D & P?	N/A	
Maximums	The maximum benefit paid per calendar year is \$1,700* per person in-network (this amount includes the additional \$200 for using a PPO dentist. See note above under Network) The maximum benefit paid per calendar year is \$1,500 per person out-of-network	
Waiting Period(s)	Basic Benefits None	Major Benefits None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental dentists**
Diagnostic & Preventive Services (D & P) Exams, 2 cleanings per cal year, x-rays	70-100 %	70-100%
Basic Services Fillings, simple tooth extractions, sealants	70-100 %	70-100%
Endodontics (root canals) Covered Under Basic Services	70-100 %	70-100%
Periodontics (gum treatment) Covered Under Basic Services	70-100 %	70-100%
Oral Surgery Covered Under Basic Services	70-100 %	70-100%
Major Services Crowns, inlays, onlays, and cast restorations	70-100 %	70-100%
Prosthodontics Bridges, dentures, implants	50 %	50%
Dental Accident Benefits	100% (separate \$1,000 maximum per person per calendar year)	

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for out-of-network dentists.

Delta Dental of California
100 First St.
San Francisco, CA 94105

Customer Service
866-499-3001

Claims Address
P.O. Box 997330
Sacramento, CA 95899-7330

deltadentalins.com

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Plan G

MEDICARE (PART A) – HOSPITAL SERVICES – PER BENEFIT PERIOD

* A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

Services	Medicare Pays	Plan Pays	You Pay
HOSPITALIZATION* Semiprivate room and board, general nursing and miscellaneous services and supplies First 60 days 61 st thru 90 th day 91 st day and after: – While using 60 lifetime reserve days – Once lifetime reserve days are used: ▪ Additional 365 days ▪ Beyond the additional 365 days	All but \$1,364 All but \$341 a day All but \$682 a day \$0 \$0	\$1,364 (Part A Deductible) \$341 a day \$682 a day 100% of Medicare eligible expenses \$0	\$0 \$0 \$0 \$0** All costs
SKILLED NURSING FACILITY CARE* You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare Approved facility within 30 days after leaving the hospital First 20 days 21 st thru 100 th day 101 st day and after	All approved amounts All but \$170.50 a day \$0	\$0 Up to \$170.50 a day \$0	\$0 \$0 All costs
BLOOD First 3 pints Additional amounts	\$0 100%	3 pints \$0	\$0 \$0
HOSPICE CARE You must meet Medicare's requirements, including a doctor's certification of terminal illness.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care.	Medicare copayment/coinsurance	\$0

**NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Plan G

MEDICARE (PART B) – MEDICAL SERVICES – PER CALENDAR YEAR

* Once you have been billed \$185 of Medicare Approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Services	Medicare Pays	Plan Pays	You Pay
MEDICAL EXPENSES – IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as Physician’s services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment First \$185 of Medicare Approved amounts* Remainder of Medicare Approved amounts	\$0 Generally 80%	\$0 Generally 20%	\$185 (Part B Deductible) \$0
PART B EXCESS CHARGES (Above Medicare-approved amounts)	\$0	100%	\$0
BLOOD First 3 pints Next \$185 of Medicare Approved amounts* Remainder of Medicare Approved amounts	\$0 \$0 80%	All costs \$0 20%	\$0 \$185 (Part B Deductible) \$0
CLINICAL LABORATORY SERVICES – Tests For Diagnostic Services	100%	\$0	\$0

PARTS A & B

HOME HEALTH CARE MEDICARE APPROVED SERVICES – Medically necessary skilled care services and medical supplies – Durable medical equipment: <ul style="list-style-type: none"> ▪ First \$185 of Medicare Approved amounts* ▪ Remainder of Medicare Approved amounts 	100% \$0 80%	\$0 \$0 20%	\$0 \$185 (Part B Deductible) \$0
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OTHER BENEFITS – NOT COVERED BY MEDICARE

FOREIGN TRAVEL – NOT COVERED BY MEDICARE Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA First \$250 each calendar year Remainder of Charges	\$0 \$0	\$0 80% to a lifetime maximum benefit of \$50,000	\$250 20% and amounts over the \$50,000 lifetime maximum
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Benefit Highlights

WEST KERN COMMUNITY COLLEGE 04493

Effective January 1, 2019 to December 31, 2019

This is a short description of your plan benefits. For complete information, please refer to your Summary of Benefits or Evidence of Coverage. Limitations, exclusions, and restrictions may apply.

Prescription Drugs

	Your Cost	
Initial Coverage Stage	Network Pharmacy (30-day retail supply)	Mail Service Pharmacy (90-day supply)
Tier 1: Preferred generic	\$5 copay	\$10 copay
Tier 2: Preferred brand (includes some generic)	\$15 copay	\$30 copay
Tier 3: Non-preferred drug (includes some generic)	\$30 copay	\$60 copay
Tier 4: Specialty tier	\$30 copay	\$60 copay
Coverage gap stage	After your total drug costs reach \$3,820, the plan continues to pay its share of the cost of your drugs and you pay your share of the cost	
Catastrophic coverage stage	After your total out-of-pocket costs reach \$5,100, you will pay the greater of \$3.40 copay for generic (including brand drugs treated as generic), \$8.50 copay for all drugs, or 5% coinsurance	

Plans are insured through UnitedHealthcare Insurance Company or one of its affiliated companies, a Medicare-approved Part D sponsor. Enrollment in the plan depends on the plan's contract renewal with Medicare.

Retiree plan prospects must meet the eligibility requirements to enroll for group coverage. This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments, and restrictions may apply. Drug lists (formulary), pharmacy network, premium and/or copayments/coinsurance may change each plan year.

**APPENDIX G: PROCEDURES FOR GRANTING SALARY SCHEDULE CREDIT
FOR**

NONACADEMIC COURSES AND INDIVIDUAL INSTRUCTION

1. Petitioning Procedures – To receive credit for any course or individual instruction that does not carry academic credit, a written description which relates the content of the course or individual instruction to the employee assignment must be attached to the Classified Request for Professional Growth form.

2. Standards for Granting Credit for CEU’s - One (1) CEU will be worth one-third (1/3) semester unit for CEU’s based on 10 hours of class time. These standards are applied to group instruction. The following scale will be used to grant credit for CEU’s:

Semester Unit	CEU’s	Hourly Equivalents
1/3	1.00 – 1.49	10.0 – 14.9
1/2	1.50 – 1.99	15.0 – 19.9
2/3	2.00 – 2.99	20.0 – 29.9
1	3.00 – 3.99	30.0 – 39.9

3. Standards for Granting Credit for Individual Instruction – Fifty (50) hours of individual instruction is worth one (1) semester unit of credit. These standards are applied to one-to-one instruction. The following scale will be used for granting credit for individual instruction.

Semester Unit	Hours of Individual Instruction
1/3	17 hours - 24 hours
1/2	25 hours – 33 hours
2/3	34 hours – 49 hours
1	50 hours – 66 hours

Date: June 2, 2020
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

First Reading - Taft College Classified School Employees Association Chapter #543 and West Kern Community College District - STEM and CTE Technician and Bookstore Clerk II Job Description

Background:

As part of the continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding the STEM and CTE Technician and Bookstore Clerk II Job Description.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 
Dr. Debra Daniels, Superintendent/President

Memorandum of Understanding

**Classified School Employees Association and its
Taft College Chapter #543
And
West Kern Community College District**

STEM and CTE Technician and Bookstore Clerk II Job Description

This West Kern Community College District ("District") and its Chapter #543 ("CSEA") (collectively referenced as the "parties") here by agree to the following Memorandum of Understand and is with respect to the following recitals:

As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding implementation and salary placement of the STEM and CTE Technician and Bookstore Clerk II position and related job descriptions, effective July 1, 2020.


Now, therefore, CSEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. The parties agree to implement a new position entitled STEM and CTE Technician at Range 24 on the Classified Salary Schedule, as recommended by the Reclassification Committee. The STEM and CTE Technician job description is attached as Exhibit A.
3. The parties agree to implement a new position entitled Bookstore Clerk II at Range 15 on the Classified Salary Schedule, as recommended by the Reclassification Committee. The Bookstore Clerk II job description is attached as Exhibit B.
4. This MOU does not establish a precedent or create a past practice in regard to the subject matters set forth herein.
5. The terms of this MOU may not be cited or relied upon for any other purpose in any other administrative or judicial matter or forum.
6. This Agreement will become effective after ratification by the CSEA members and the District's Governing Board.

Debra Daniels

Debra Daniels, Superintendent/President
West Kern Community College District

Dated: Jun 1, 2020



Greg Hawkins (Jun 1, 2020 09:43 PDT)

Greg Hawkins, President
California School Employees Association Chapter #543

Dated: Jun 1, 2020

Board Approval:

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

First Presentation: June 10, 2020

Second Presentation/Approval: June 10, 2020


MOU CSEA Job Description and Salary Placement

Final Audit Report

2020-06-01

Created:	2020-06-01
By:	Heather del Rosario (hdelrosario@taftcollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYvtLxhEaw4EUtwSx0ASUKGi9oW7xZ9L

"MOU CSEA Job Description and Salary Placement" History

-  Document created by Heather del Rosario (hdelrosario@taftcollege.edu)
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2020-06-01 - 4:43:23 PM GMT

Date: June 2, 2020
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

First Reading - Taft College Classified School Employees Association Chapter #543 and West Kern Community College District - Vacation Accrual Process

Background:

As part of the continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding the vacation accrual process.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 

Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between

**Taft College Classified School Employees Association Chapter #543
And
West Kern Community College District**

Vacation Accrual Process

This tentative agreement ("Agreement") is made by and between the Taft College Classified Employees Association Chapter #543 ("CSEA") and the West Kern Community College District ("District") (collectively referenced as the "parties") with respect to the following recitals:

As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding vacation accrual process for nine, ten and eleven- month employees.

Now, therefore, CSEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. The parties agree, effective July 1, 2020, that Section 14.1 of the collective bargaining agreement ("CBA") shall be modified as follows:

14.1.2: Unit members that work nine (9), ten (10) and eleven (11) months per year will accrue vacation monthly in 12 equal monthly intervals over the course of the fiscal year. These unit members will accrue at the same intervals as twelve (12) month employees. The accrual rates will be governed by Article 14, Vacations, Section 14.1.

3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the CSEA members and the District's Governing Board.

Debra Daniels

Debra Daniels, Superintendent/President
West Kern Community College District

Dated: Jun 1, 2020

Board Approval:

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

Dated: _____

First Presentation: June 10, 2020
Second Presentation/Approval: June 10, 2020

Greg Hawkins

Greg Hawkins (Jun 1, 2020 09:44 PDT)

Greg Hawkins, President
California School Employees Association
Chapter #543

Dated: Jun 1, 2020


CSEA Vacation Accrual Process 9, 10 and 11 Month


Final Audit Report


2020-06-01


Created:	2020-06-01
By:	Heather del Rosario (hdelrosario@taftcollege.edu)
Status:	Signed
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"CSEA Vacation Accrual Process 9, 10 and 11 Month" History


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2020-06-01 - 4:36:39 PM GMT

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-  Document e-signed by Greg Hawkins (GHAWKINS@TAFTCOLLEGE.EDU)
Signature Date: 2020-06-01 - 4:44:05 PM GMT - Time Source: server- IP address: 174.134.50.222

-  Signed document emailed to Greg Hawkins (GHAWKINS@TAFTCOLLEGE.EDU), Debra Daniels (ddaniels@taftcollege.edu) and Heather del Rosario (hdelrosario@taftcollege.edu)
2020-06-01 - 4:44:05 PM GMT



Adobe Sign

Date: June 2, 2020
Submitted by: Ruby Payne, Faculty Association President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

Presentation of the Taft College Faculty Association CTA/NEA, Reopener for FY 2020/21

Background:

This item represents the Taft College Faculty Association's reopener proposal for FY 2020/21. The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2020/21 academic year.

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

The Reopener Proposal Letter is attached.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 

Dr. Debra Daniels, Superintendent/President

June 2020

To: Board of Trustees
West Kern Community College District

From: Taft College Faculty Association

Subject: Re-Opener Proposal for 2020/21 Collective Bargaining Agreement

The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2020/21 academic year.

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

Date: June 2, 2020
Submitted by: Greg Hawkins, CSEA President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

Presentation of the Taft College CSEA Chapter #543, Reopener for FY 2020/21

Background:

This item represents the Taft College CSEA Chapter #543 reopener proposal for FY 2020/21. The Taft College CSEA Chapter #543 plans to open Articles 1-24 for the purpose of negotiating the collective bargaining agreement for the 2020/21 academic year.

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

The Reopener Proposal Letter is attached.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 
Dr. Debra Daniels, Superintendent/President

California School Employees Association

Taft College Chapter 543

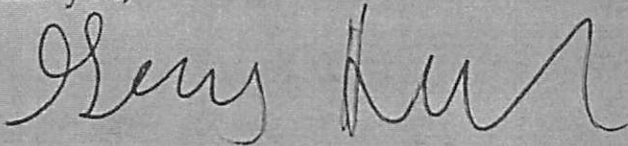
Date: June 2, 2020
To: Board of Trustees
West Kern Community College
From: Greg Hawkins
Re: Successor Agreement to the 2020-2023 Collective Bargaining Agreement

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

The Association would like to address Articles 1 through 24.

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

Thank you,

A handwritten signature in cursive script, appearing to read "Greg Hawkins".

Greg Hawkins

Date: May 27, 2020
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

First Reading and Proposed Public Hearing - Taft College Faculty Association CTA/NEA Reopener with WKCCD for FY 2020-21.

Background:

This item represents the Taft College Faculty Association's re-opener proposal for FY 2020-21. The Taft College Faculty Association plans to open Articles 1-12 for the purpose of negotiating the collective bargaining agreement for the 2020-21 academic year.

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

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 

Dr. Debra Daniels, Superintendent/President

Date: May 27, 2020

Submitted by: Heather del Rosario Vice President of Human Resources

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Information Item

Board Meeting Date: June 10, 2020

Title of Board Item:

First Reading and Proposed Public Hearing - WKCCD Re-opener Proposal with the Taft College CSEA, Chapter #543, for FY 2020-21

Background:

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

This item represents the District's re-opener proposal for FY 2020-21 to the Board, and announces that a public hearing has been scheduled for the July 8, 2020 Board of Trustees meeting.

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

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

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 
Dr. Debra Daniels, Superintendent/President

BOARD AGENDA ITEM

Date: June 2, 2020
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

New Courses

Background:

Under accreditation requirements, academic institutions are expected to review and update their curriculum to ensure they meet current standards.

Learning Support Division

This course was created to support the learning experience of students using adaptive technology.

1. EDUC 1500 Introduction to Educational Technology

Social Science Division

This course was created to fulfill program requirements at the local and State level.

1. HIST 2216 History of Latin America

Impact Including Source of Funds (if applicable):

None

Approved: 

Dr. Debra Daniels, Superintendent/President

Prepared by: A. Abbott
Reviewed by: V. Jacobi
Reviewed by: S. Eveland
Reviewed by: J. Chaidez
Date Prepared: April 1, 2020
C & GE approved:

Education (EDUC) 1500 Introduction to Educational Technology (3 Units) CSU

Prerequisite: None

Advisory: Eligibility for English 1500 strongly recommended

Prerequisite knowledge and skills: Before entering the course, the student should be able to:

- 1. Use basic computer skills**
- 2. Function in a hybrid face-to-face/online learning environment**
- 3. Navigate the internet**

Hours and Unit Calculations:

48 hours lecture. (96 Outside-of-class Hours) (144 Total Student Learning Hours) 3 Units

Catalog Description: This course is an introduction to using educational technologies to support the learning experience. Topics include learning theories, technological concepts, use of technologies as a communication tool, instructional design, and adaptive technology for use by people with disabilities. The course also covers digital ethics as relate to pedagogical issues raised by the use of educational technologies.

Type of Class/Course: Degree Credit

Texts: Roblyer, M. D., and Joan E. Hughes. *Integrating Educational Technology into Teaching: Transforming Learning across Disciplines*. Pearson, 2018.

Additional Required Materials: Reliable Internet access

Course Objectives:

By the end of the course, a successful student will be able to:

- 1. Select appropriate technology to facilitate the teaching and learning process,**
- 2. Compare and contrast learning theories surrounding technology in the classroom,**
- 3. Demonstrate knowledge and understanding of the legal and ethical issues related to the use of technology, including copyright, privacy, security, safety, and acceptable use,**
- 4. Evaluate and select a wide array of technologies for relevance, effectiveness, and alignment with state-adopted academic content,**
- 5. Gain knowledge that advance student learning, creativity, and innovation in both face-to-face and virtual environments, and**
- 6. Design a lesson that uses technology to support and enhance learning based on educational research and theory.**

Course Scope and Content:**Unit I Technology Integration and Leadership in Education**

- A. Educational Technology: Past, Present, and Future**
- B. Emerging Trends in Educational Technology**
 - i. Learning theories surrounding technology**
- C. Planning and Organizing Instructional Software**
 - i. How to select appropriate technology**
 - ii. State-adopted academic content**
- D. Demonstrate knowledge and understanding of the legal and ethical issues**
 - i. Copyright, privacy, security, safety, and acceptable use.**

Unit II Experiences with Technology Modern Classroom

- A. Instructors Perspective**
 - i. Creativity**
 - ii. Innovation**
 - iii. Comparison of face-to-face and virtual environments.**
- B. Design lesson that used technology**
- C.**

Unit III Technology Resources for the Modern Classroom

- A. Technology Devices and Software Resources**
- B. Instructional Software for Student Learning**
- C. Software for Teaching and Learning**

Unit IV Web-Based Resources for Blended and Online Learning

- A. Web-Based Content Resources**
- B. Online Communications and Collaboration**
- C. Online and Blended Learning**

Unit V Strategies for Selecting Educational Technology

- A. Educational Technology Strategies for People with Disabilities**
- B. Educational Technology Strategies for English and Language Arts**
- C. Educational Technology Strategies for Mathematics, Science, and Engineering**
- D. Educational Technology Strategies for Social Studies**

Learning Activities Required Outside of Class

The students in the class will spend a minimum of 6 hours per week outside of the regular class time doing the following:

- 1. Homework Projects**



- 2. Group
- 3. Research on Educational Technologies
- 4. Creating Lesson Plans with Integration of Educational Technologies
- 5. Create a Digital Rubric for Peer Evaluation
- 6. Create a Presentation using Educational Technology Software

Methods of Instruction

- 1. Lecture / Discussion
- 2. Project Based Learning
- 3. Demonstration
- 4. Class Activities
- 5. Group Activities
- 6. Internet Research

Methods of Evaluation

- 1. Homework
- 2. Presentation
- 3. Group Projects and Presentation
- 4. Written Exams (Quizzes, Midterm, and/or Final Examination)
- 5. Critical Thinking Project
- 6. Small Group Assignment
- 7. Skills Demonstration

Supplemental Data:

<u>T.O.P. Code:</u>	<u>0860.00 Educational Technology</u>
<u>Sam Priority Code:</u>	<u>E: Non-Occupational</u>
<u>Funding Agency:</u>	<u>Not Applicable</u>
<u>Distance Learning:</u>	<u>Yes</u>
<u>Program Status:</u>	<u>2: Stand-alone</u>
<u>Noncredit Category:</u>	<u>Not Applicable, Credit Course</u>
<u>Special Class Status:</u>	<u>Course is not a special class</u>



TAFTCOLLEGE

<u>Basic Skills Status:</u>	<u>Course is not a basic skills course</u>
<u>Prior to College Level:</u>	<u>Not applicable</u>
<u>Cooperative Work Experience:</u>	<u>Is not part of a cooperative work experience education program</u>
<u>Eligible for Credit by Exam:</u>	<u>NO</u>
<u>Eligible for Pass/No Pass:</u>	<u>Pass/No Pass</u>
<u>Discipline:</u>	<u>Education</u>

Created by: J. Altenhofel
Reviewed by: T. Mendoza
Date Prepared: Fall 2018
C & GE approved:

History (HIST) 2216 History of Latin America (3 Units) CSU: UC

Prerequisite: None

Advisory: Eligibility for English 1500 strongly recommended

Hours and Unit Calculations:

48 Hours Lecture. 96 Outside-of-class Hours (144 Total Student Learning Hours) 3 Units

Catalog Description: This a general survey course of Latin America from its colonization to its independence. The course introduces the following topics: the imposition of European civilization in Latin America, the development of the different colonies, colonial institutions, European empires' attempt to monopolize Latin American territories and the wars of independence.

Type of Class/Course: Degree Credit

Texts: Keen, Benjamin, and Keith Haynes, *A History of Latin America 9th Edition*. Wadsworth Publishing, 2012.

Additional Required Materials: None

Course Objectives:

By the end of the course, a successful student will be able to:

1. Demonstrate the ability to interpret primary and secondary sources and to compose an argument which uses them for support.
2. Demonstrate an understanding of race, ethnicity, and minority groups through multiple analytical categories such as race, class, and gender.
3. Compare distinctive forms of political, social, and economic organization in the United States regarding race, ethnicity, and minority groups and explain their historical significance.

Course Scope and Content:

Unit I Pre-Columbian Societies

- A. Origins
- B. Major societies
- C. Marginal societies

Unit II The New World--Spanish

- A. Encounters
- B. Portuguese and Spanish Exploration

- C. Conquest
- D. Colonial Administrative Systems: The Catholic Church and the Encomendia

Unit III European Rivals and Colonial Systems

- A. Portuguese—Brazil
- B. French—Canada
- C. British—Eastern America
- D. Dutch—New Netherlands and Brazil

Unit IV Eighteenth Century in Latin America

- A. Bourbon Reforms in Latin America
- B. Colonial Culture and Enlightenment
- C. Slavery
- D. Early Revolts of the Masses

Unit V Portuguese Brazil

- A. Foreign Challenges
- B. Labor Policies
- C. Churches and Indians
- D. Masters and Slaves

Unit III Independence in Latin America

- A. Background and Precursors
- B. Independence of Mexico
- C. Brazilian Experience
- D. Caribbean and South American Campaigns
- E. Key Historical Figures

Learning Activities Required Outside of Class

The students in the class will spend a minimum of 6 hours per week outside of the regular class time doing the following:

1. Reading text, taking notes on text, studying text
2. Completing written work including reading responses, discussions, and/or research papers.

Methods of Instruction

1. Lectures
2. Discussion
3. Class presentations
4. Group projects

Methods of Evaluation

1. Substantial writing assignments, including:
 - a. Essay exams
 - b. Critical Thinking papers
 - c. Research paper using primary and secondary sources
 - d. In-class Writing



Supplemental Data:

<u>T.O.P. Code:</u>	<u>2205.00 History</u>
<u>Sam Priority Code:</u>	<u>N/A</u>
<u>Funding Agency:</u>	<u>Not Applicable</u>
<u>Program Status:</u>	<u>Program Applicable</u>
<u>Noncredit Category:</u>	<u>Not Applicable; credit course</u>
<u>Special Class Status:</u>	<u>Course is not a special class</u>
<u>Basic Skills Status:</u>	<u>Not Applicable</u>
<u>Prior to College Level:</u>	<u>Not Applicable</u>
<u>Cooperative Work Experience:</u>	<u>Not part of a cooperative work experience educational program</u>
<u>Eligible for Credit by Exam:</u>	<u>Yes</u>
<u>Eligible for Pass/No Pass:</u>	<u>No</u>
<u>Discipline:</u>	<u>History or Ethnic Studies or Chicano Studies</u>

Date: June 2, 2020
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Course Revisions

Background:

Under accreditation requirements, academic institutions are expected to review and update their courses to ensure they meet current standards.

Math & Science Division

The Math and Science Division has revised the following courses as part of the five-year review cycle:

1. BIOL 2201 Introductory Biology
2. BIOL 2260 General Microbiology

Social Science Division

The Social Science Division has revised the following courses as part of the five-year review cycle:

1. ECEF 1531 The Child in Family/Community Relationships
2. PSYC 2080 Introduction to Lifespan Psychology
3. SOC 2110 Minority Group Relations

Applied Technologies Division

The Applied Technologies Division has revised the following courses as part of the five-year review cycle:

1. BUSN 1050 Business Mathematics
2. BSAD 2220 Introduction to Financial Accounting
3. INTC 1000 Career Readiness in Industrial Technology
4. INTC 1100 Industrial Technology Capstone
5. MGMT 1515 Communication
6. MGMT 1520 Team Building



BOARD AGENDA ITEM

7. MGMT 1525 Time Management
8. MGMT 1540 Managing Organizational Change

Fiscal Impact Including Source of Funds (if applicable):
None

Approved: 

Dr. Debra Daniels, Superintendent/President

Date: June 2, 2020
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Request for Distance Learning Approval

Background:

The following divisions have submitted distance learning requests for the courses below. The Distance Learning Committee, as well as the Curriculum and General Education Committee approved the request.

Learning Support Division

Offering this course in one or more modalities will increase enrollment, accessibility, and provide flexibility, which will benefit more students.

1. EDUC 1500 Introduction to Educational Technology

Liberal Arts Division

Offering this course in one or more modalities will increase enrollment, accessibility, and provide flexibility, which will benefit more students.

1. ART 1500 Art Appreciation
2. ART 1600 Two-Dimensional Design
3. ART 1620 Drawing and Composition
4. ART 1625 Color Theory
5. ART 1640 Painting

Applied Technologies Division

Offering this course in one or more modalities will increase enrollment, accessibility, and provide flexibility, which will benefit more students.

1. COSC 1532 Basic Internet Skills and Concepts
2. COSC 1603 Introduction to Word Processing - Microsoft Word
3. COSC 1703 Introduction to Spreadsheets - Microsoft Excel
4. COSC 1812 Introduction to Presentation Graphics - Microsoft PowerPoint
5. COSC 1902 Introduction to Databases - Microsoft Access
6. COSC 2020 Introduction to Computer Information Systems
7. MGMT 1515 Communications
8. MGMT 1520 Team Building

9. MGMT 1525 Time Management
10. MGMT 1540 Managing Organizational Change

Social Science Division

Offering this course in one or more modalities will increase enrollment, accessibility, and provide flexibility, which will benefit more students.

1. ECEF 1531 The Child in Family/Community Relationships
2. ECEF 1584 Field Experience: Infant and Toddler Care and Education
3. PSYC 2080 Introduction to Lifespan Psychology

Emergency Temporary Distance Education Blanket Addendum

Executive Vice Chancellor for Educational Services and Support, Marty Alvarado, issued Memorandum ES 20-12 (attached) regarding the Emergency Temporary Distance Education Blanket Approval for Summer 2020. The Distance Learning Committee, as well as the Curriculum and General Education Committee approved the request for the following courses:

1. DNTL 1510 Oral Biology
2. DNTL 1511 Oral Radiology
3. DNTL 1512 Head and Neck Anatomy
4. DNTL 1513 Dental Health Education/Seminar
5. DRAM 1535 Elementary Acting
6. ECEF 1003 Introduction to Child Growth and Development
7. MATH 2140 Ordinary Differential Equations
8. PHED 1505 Women's Intercollegiate Golf
9. PHED 1533 Walking for Fitness
10. PHED 2505 Advanced Women's Intercollegiate Golf
11. PSYC 2205 Introduction to Research Methods in the Social Sciences

Fiscal Impact Including Source of Funds (if applicable):

None

Approved: _____


Dr. Debra Daniels, Superintendent/President



TO: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers

FROM: Marty J. Alvarado,
Executive Vice Chancellor, Educational Services & Support

RE: EMERGENCY TEMPORARY DISTANCE EDUCATION BLANKET ADDENDUM FOR SUMMER
2020 OR FALL 2020

The current COVID-19 pandemic is a quickly evolving and changing situation and as such, colleges are encouraged to plan proactively and with contingencies for instructional offerings throughout the remainder of the 2020 calendar year. As of the date of this memo, the US Department of Education has not provided guidance or flexibility regarding Distance Education for academic terms beyond Spring 2020. It is unknown whether accommodations or flexibility will be provided or required for these subsequent academic terms. It is not anticipated that the blanket addendum/waiver process will continue into 2021, however, there remains a significant likelihood that restrictions on face-to-face instruction may continue into 2021. Thus, any request for a temporary distance education blanket addendum will be required to identify, as part of the request, a plan for local approval of all courses that may need to be offered online. Information on the requirements for the full addendum request, including MIS course coding requirements, and updates on the ACCJC approval process are provided in this memo. Given the current recommendations by the State of California, all colleges are required to submit an addendum for Summer 2020 by **May 20, 2020**, in preparation for the likelihood that most instruction will continue to be conducted via distance education. Additionally, it is strongly recommended that colleges plan to submit an addendum for Fall 2020 by **July 1, 2020**, given current indications that the COVID-19 pandemic may last beyond Summer 2020.

Submitting an Emergency Temporary Distance Education Blanket Addendum Request for Summer or Fall 2020

Colleges may request approval for an Emergency Temporary Distance Education Blanket Addendum from the California Community Colleges Chancellor's Office to satisfy the requirements included in title 5, section 55206. Such a request, if approved, will be considered valid only for the summer and fall 2020

Temporary Distance Education Blanket Addendum

March 31, 2020

terms as an emergency alternative to the standard local approval process for Distance Education, which may not be timely under the current emergency circumstances.¹

To request an Emergency Temporary Distance Education Blanket Addendum please submit the following information using the Emergency Temporary Distance Education Blanket Addendum Request form here: <http://bit.ly/CCCCODEAddendum>. Requests must be submitted by either the college president, chief instructional officer, or district-level equivalent; however, **a separate form must be submitted for each college and for each term to be covered by a blanket addendum**. The form requires the following elements:

1. The name(s) and contact information for institutions chief instructional officer, college president, or district equivalent.
2. Reason for the temporary addendum request, term that this request applies to, the term start and end dates, and the total number of sections covered by the request. Separate addendum requests must be submitted for each term requiring blanket approval.
3. An excel document that lists **all** courses to be covered by the addendum. Information for each course should include the following: district-college-identifier, term-identifier, course-control-number, course-department-number, course-title, and anticipated number of sections and students affected. Additionally, this document should also include, on a separate tab, **all** courses that continue to be planned for face-to-face instruction, including courses that support essential infrastructure and health sectors, using the same format. A sample of the document, including the necessary course elements and formatting can be found here: <http://bit.ly/DECourseFile>. Please save the Excel file of courses using the naming convention "District-college-identifier (GI01)_College_term-identifier(GI03)_Term2020_CourseFile.xlsx".
4. A plan for obtaining local approval for **all** courses included in the submitted addendum by December 30, 2020. The plan should include, at minimum, a summary of the local approval process (including the committees involved) the frequency or intended frequency of the committee meetings needed to complete the plan, and a schedule for the number of courses that will be approved monthly. Please save the plan as a Word document or pdf using the naming convention "College_LocalApprovalPlan_Term2020".
5. For accreditation purposes, colleges must identify all programs, degrees, or certificates that will transition to more than 50% online, including: the District-College-Identifier, the Program Control Number, the Program Title, TOP Code, and Program Award Type. A sample document, including the necessary course elements and formatting can be found here: <http://bit.ly/DEProgramFile>. Please save the Excel file of programs using the naming convention "GI01_College_Term2020_ProgramFile.xlsx".
6. A plan for ongoing professional development for faculty and staff for converting to online instruction. The plan should include, at minimum, anticipated training schedules and topics, as well as the anticipated number of faculty, including counselors, or staff to be

¹ Resolution of the California Community Colleges Board of Governors No. 2020-01 and title 5, section 52020, of the California Code of Regulations, confers on the Chancellor emergency powers to take all appropriate actions, including the issuance of executive orders, to allow for the continued education of community college students during the period of emergency proclaimed by the Governor of the State of California on March 4, 2020.

trained. Please save the plan as a Word document or pdf using the naming convention "College_ProfessionalDevelopmentPlan_Term2020".

Instructions for Coding for MIS Submissions for Approved Emergency Temporary Distance Education Blanket Addendums

In order to mitigate the impact on course schedulers and MIS data submission coordinators, colleges should maintain their current course and section coding for all existing/planned courses and sections for Spring, Summer, and Fall 2020 semesters or quarters as part of their normal MIS submissions of course-related elements (e.g., in particular, data element XF01, **SESSION-INSTRUCTION-METHOD** should not be changed). Do not change the coding for courses or sections that were or would have been conducted as in person lectures, labs, etc. but which changed to distance learning methods as a result of the COVID-19 pandemic. Colleges should only use distance education codes for XF01 for courses and sections that were already locally approved to be online **and** were planned to be online during the term in question.

By maintaining the original intended coding, MIS and Chancellor's Office staff will be able to use the submitted Emergency Temporary Distance Education Blanket Addendum to reference which courses and sections were transitioned to distance education as a result of the COVID-19 state of emergency at each college and across the system.

ACCJC Distance Education Program Approval Required

To comply with federal regulations and accreditation standards, including the ability to award federal student aid, colleges opting to offer programs at 50% or more online are required to receive approval from ACCJC. As institutions move courses from in-person to distance education modalities for Summer and/or Fall 2020, some programs that were not previously offered at 50% or more online may now fall into this category. The Chancellor's Office remains in conversations with ACCJC to support streamlined approval processes, where possible, and information submitted by colleges for this addendum will be taken into consideration by ACCJC as they assess the need and latitude to support blanket approvals for programs that fall into this category.

cc: Eloy Ortiz Oakley, Chancellor
Daisy Gonzales, Deputy Chancellor
Aisha Lowe, Vice Chancellor
Rhonda Mohr, Vice Chancellor
CCCCO Staff

BOARD AGENDA ITEM

Date: June 2, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Resolution No. 2019/20-22 and Agreement with California Department of Education to Provide Services Under the General Child Care and Development Program, Contract #CCTR - 0058, 7/1/20 - 6/30/21, \$835,449.00

Background:

This on-going agreement with the state of California is to provide state preschool services, contract #CCTR-0058.

Terms (if applicable):

July 1, 2020 - June 30, 2021


Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

This grant is in the amount of \$832,645.00

Approved: _____


Dr. Debra Daniels, Superintendent/President

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of West Kern Community
College District (WKCCD)

authorizes entering into local agreement number CCTR - 0058 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Debra Daniels</u>	<u>Supt./Pres.</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 10 day of June 2020, by the
Governing Board of WKCCD
of Kern County, in the State of California.

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

(Clerk's signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0058

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 15-06386-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$835,449.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 16,864.0
Minimum Days of Operation (MDO) Requirement 245

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 835,449 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 835,449	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-0058

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 148,570	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6386	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 148,570	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 68,296	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6386	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 68,296	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 618,583	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6386			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 618,583	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

Date: June 2, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Resolution No. 2019/20-21 and Agreement with California Department of Education to Provide Services Under the State Preschool Program, Contract #CSPP - 0138, 7/1/20 - 6/30/21, \$832,645.00

Background:

This on-going agreement with the state of California is to provide state preschool services, contract #CSPP-0138.

Terms (if applicable):

July 1, 2020 - June 30, 2021

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

This grant is in the amount of \$832,645.00

Approved: 

Dr. Debra Daniels, Superintendent/President

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of West Kern Community
College District (WKCCD)

authorizes entering into local agreement number CSPP - 0138 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Debra Daniels</u>	<u>Supt./Pres.</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 10 day of June 2020, by the
Governing Board of WKCCD
of Kern County, in the State of California.

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

(Clerk's signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0138

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 15-06386-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$832,645.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 16,703.0

Minimum Days of Operation (MDO) Requirement 245

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

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 832,645	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
	(OPTIONAL USE) 0656 23038-6386				
	PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 832,645	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Date: June 4, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Resolution No. 2019/20-23 and Agreement with California Department of Education to Provide Services Under the Migrant Child Care, Contract #CMIG - 0005, 7/1/20 - 6/30/21, \$781,197.00

Background:

This on-going agreement with the state of California is to provide state preschool services, contract #CMIG-0005.

Terms (if applicable):

July 1, 2020 - June 30, 2021

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: 

Dr. Debra Daniels, Superintendent/President



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CMIG-0005

PROGRAM TYPE: MIGRANT CHILD CARE

PROJECT NUMBER: 15-06386-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the MIGRANT CHILDCARE AND DEVELOPMENT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.54 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$781,197.00.

Service Requirements

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

Minimum Days of Operation (MDO) Requirement 245

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

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 781,197	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23036-6386				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 781,197	ITEM 30.10.020.004 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6065 Rev-8530				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of West Kern Community
College District

authorizes entering into local agreement number 2019/20-23 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Debra Daniels</u>	<u>Supt./Pres.</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 10 day of June 2020, by the
 Governing Board of WKCCD
 of Kern County, in the State of California.

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

 (Clerk's signature)

 (Date)

Date: June 4, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Resolution No. 2019/20-24 and Agreement with California Department of Education to Provide Services Under the Migrant Specialized Services, Contract #CMSS - 0005, 7/1/20 - 6/30/21, \$110,580.00

Background:

This on-going agreement with the state of California is to provide state preschool services, contract #CMSS-0005.

Terms (if applicable):

July 1, 2020 - June 30, 2021


Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

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

Approved: _____


Dr. Debra Daniels, Superintendent/President



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CMSS-0005

PROGRAM TYPE: MIGRANT SPECIALIZED SERVICES

PROJECT NUMBER: 15-06386-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the MIGRANT CHILDCARE AND DEVELOPMENT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Specific Items of Reimbursable Costs section of the FT&C for a Maximum Reimbursable Amount (MRA) of \$110,580.00 for migrant specialized services.

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

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 110,580	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23360-6386				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 110,580	ITEM 30.10.020.004 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6070 Rev-8530				
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of West Kern Community
College District

authorizes entering into local agreement number 2019/20-24 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Debra Daniels</u>	<u>Supt./President</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 10 day of June 2020, by the
Governing Board of WKCCD
of Kern County, in the State of California.

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

(Clerk's signature)

(Date)

Date: June 2, 2020
Submitted by: Heather Meason, Executive Director, Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:
2019-20 Multiple Method Allocation Certification Form

Background:
The Chancellor's office has established a Multiple Methods model identifying nine best practice areas for success in promoting EEO. Districts are required to complete the Multiple Method Allocation Certification Form annually demonstrating compliance with the Multiple Methods to qualify for EEO funding.

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



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

District Name: West Kern Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes
- No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes
 - Method 2 (Board policies and adopted resolutions)
 - Method 3 (Incentives for hard-to-hire areas/disciplines)
 - Method 4 (Focused outreach and publications)
 - Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
 - Method 6 (Consistent and ongoing training for hiring committees)
 - Method 7 (Professional development focused on diversity)
 - Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
 - Method 9 (Grow-Your-Own programs)
- No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Heather del Rosario Title: Vice President, Human Resources
Signature: *Heather del Rosario* Date: Jun 2, 2020

Chief Human Resources Officer

Name: Heather del Rosario Title: Vice President, Human Resources
Signature: *Heather del Rosario* Date: Jun 2, 2020

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Debra Daniels Title: Superintendent/President
Signature: *Debra Daniels* Date: 06/02/2020

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2019

Name: Dawn Cole Title: President/Chair, Board of Trustees
Signature: _____ Date: _____



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

- Yes**
 No

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The West Kern Community College District Board of Trustees has an adopted EEO plan for the period of September 1, 2018-August 31, 2021, a copy of which was submitted to the Chancellor's Office . The EEO plan is accessible on the HR website and in the HR office. The EEO Committee meets four times per academic year and is composed of three faculty members, three classified members, two students and

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Multiple Method #2

Board Policy 3420, Equal Employment Opportunity was adopted by the Board of Trustees on the June 11, 2003. The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. Administrative Procedure 3420, Equal Employment Opportunity, implemented on April 6, 2016. It is the District's believe that taking active and vigorous steps to ensure equal employment opportunity and creating a working and academic environment which is welcoming to all, will foster diversity and promote excellence. Board Policy 7100, Commitment to Diversity was approved on June 17, 2015 by the Board of Trustees. The policy recognizes the District is committed to employing qualified administrators, faculty and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to the hiring and staff development

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Multiple Method #3

The District utilizes resources to ensure a diverse pool of candidates have access to District opportunities. The District advertises in numerous online and print platforms to reach a broad cross section of candidates. The District utilized services such as Zoom as an interview option for candidates outside of the local area. The District provides travel expense reimbursement for academic and administrative candidates from outside the area. The District implemented an applicant tracking system to better understand our candidate pool and further analyze the best platforms for reaching diverse candidates.

Evidence: Taft College Human Resources site: <http://www.taftcollege.edu/human-resources/>
Online Application submission link: https://www.taftcollege.edu/human-resources/job_opportunities/

Does the District meet Method #4 (Focused outreach and publications)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Multiple Method #4

The District utilizes resources to ensure a diverse pool of candidates have access to District opportunities. The District advertises in numerous online platforms that include: District Human Resources website, Edjoin.org, CCC Registry, Chronicle of Higher Education, CommunityCollegeJobs.com, Monster.com. In addition, we research discipline specific resources, listserves and contact faculty/administrators for suggestions on advertising sources that will expand our candidate pool. The District allows candidates to submit applications via mail, e-mail and online via our Human Resources website.

Evidence: Taft College Human Resources site: <http://www.taftcollege.edu/human-resources/>
Online Application submission link: https://www.taftcollege.edu/human-resources/job_opportunities/

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Multiple Method #5

AP 3420 Equal Employment Opportunity & EEO Plan Component 8 – Training for Screening Selection Committees: Under our District EEO plan any organization or individual, whether an employee of the District or not, who is involved in the recruitment and screening/selection of personnel shall receive appropriate training on the requirements of the following:

Title 5 regulations on equal employment opportunity (section 53000 et. seq.)

The requirements of federal and state nondiscrimination laws

The educational benefits of workforce diversity

The elimination of bias in hiring decisions, and

Best practices in serving on a selection or screening committee

Members serving in the above capacities will be required to receive training within 12 months prior to service and every 2 years thereafter. This training is mandatory; those who have not received this

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6

All initial screening and selection committees receive ongoing training that includes: Role of the Committee, EEO Compliance, Confidentiality, Timeline, Review of Diversity data of the College.

Evidence: Professional Development Training 2019-20

Does the District meet Method #7 (Professional development focused on diversity)?

Yes

No



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7
The District provides professional development focused on diversity to staff and faculty members throughout the year. Examples of training include: EEO Screening and Selection Committee Training, Title IX Training, Education and Prevention, Clery and SaVE, Harassment Awareness and Prevention, Dynamics of Change, Transgender Workplace Transition, Ethics and Values in the Workplace, Fostering Inclusion, Emotional Intelligence Retaliation & Discrimination in the Academic Setting.

Evidence: Professional Development Training 2019-20

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

- Yes
- No

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8



California
Community
Colleges

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

Does the District meet Method #9 (Grow-Your-Own programs)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

Multiple Method #9







2019-20 Multiple Methods Certification Form

Final Audit Report

2020-06-02

Created:	2020-06-02
By:	Heather del Rosario (hdelrosario@taftcollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYPcn7j1bp-0AM2KnQ6oVB19B_EpSdH1M

"2019-20 Multiple Methods Certification Form" History

-  Document created by Heather del Rosario (hdelrosario@taftcollege.edu)
2020-06-02 - 9:33:38 PM GMT- IP address: 75.113.174.133
-  Document e-signed by Heather del Rosario (hdelrosario@taftcollege.edu)
Signature Date: 2020-06-02 - 9:37:05 PM GMT - Time Source: server- IP address: 75.113.174.133
-  Document emailed to Debra Daniels (ddaniels@taftcollege.edu) for signature
2020-06-02 - 9:37:07 PM GMT
-  Email viewed by Debra Daniels (ddaniels@taftcollege.edu)
2020-06-02 - 9:37:40 PM GMT- IP address: 207.233.123.254
-  Document e-signed by Debra Daniels (ddaniels@taftcollege.edu)
Signature Date: 2020-06-02 - 9:40:18 PM GMT - Time Source: server- IP address: 207.233.123.254
-  Signed document emailed to Debra Daniels (ddaniels@taftcollege.edu) and Heather del Rosario (hdelrosario@taftcollege.edu)
2020-06-02 - 9:40:18 PM GMT



Adobe Sign

Date: May 28, 2020
Submitted by: Aaron Markovits, Director of TIL
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:
Off Campus Rents for TIL Program

Background:

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

Terms (if applicable):

Leases are negotiated with landlords for 12 months payable in 11 months. A sample generic lease is attached for your review.

Expense (if applicable):

Leases are paid from the TIL Program budget and reimbursed. Students pay rent for the rooms they live in and this rent is used to offset the costs. The program only pays for rent when a student exits early from the program.

Fiscal Impact Including Source of Funds (if applicable):

Approved: *D. Daniels / GO via e-mail*
Dr. Debra Daniels, Superintendent/President

Off-Campus Landlord/Rent Information

108 Village Way--Taft College	\$1,875
108 Buchanan--Taft College	\$1,400
106 Taylor--Brian White	\$1,400
101 Polk--Sherrie Watkins	\$1,310
325 & 327 Woodrow--Everett Binkley	\$1,746
326 Lucard--DK & M Property	\$928
330 Lucard #A, #B & #C	\$2,460

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE ("Lease") dated as of August 1st, 2020, is entered into between landlord name ("Landlord") and West Kern Community College District ("Tenant" or "District").

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

Section 1. Lease

Tenant leases from Landlord the premises located at insert address, consisting of 3 bedrooms, 2 bathrooms and detached garage, on the terms and conditions contained in this Lease (collectively, "Leased Premises").

Section 2. Term

The term of this Lease shall commence on August 1st, 2020 and continue for a period of 12 months.

Section 3. Deposit

Concurrent the execution of this Lease, Tenant shall deliver to Landlord a deposit in the amount of \$1,200.00 in the form of a District warrant, personal check, cashier's check, or cash ("Deposit"). The Deposit shall be held as security for the performance of Tenant's obligations under this Lease pursuant to Section 14.

Section 4. Rent

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

Section 5. Utilities, Services, and Yard Care

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

Section 6. Use and Subletting/Licensing

Landlord acknowledges that Tenant intends to use the Leased Premises as a part of Tenant's Transition to Independent Living ("TIL") program, which consists primarily of housing TIL program students in the Leased Premises as a private dwelling. The use of the Leased Premises

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

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

Section 7. Compliance with Law

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

Section 8. Maintenance and Alterations

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

Section 9. Entry

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

Section 10. Indemnification

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

Section 11. Delay of Possession

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

Section 12. Default and Time to Cure

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

Section 13. Remedies

If Tenant defaults, Landlord may elect to:

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

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

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

Section 14. Security Deposit

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

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

Section 15. Waiver

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

Section 16. Notices

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

IF TO LANDLORD:

Landlord
Address

IF TO TENANT:

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

Section 17. Successors and Assigns

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

Section 18. Time

Time is of the essence in this Lease.

Section 19. Holding Over

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

Section 20. Late Charges

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

Section 21. Construction

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

Section 22. Further Assurances

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

Section 23. Third Party Rights

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

Section 24. Counterparts

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

Section 25. Amendment

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

Section 26. Partial Invalidity

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

Section 27. Governing Law and Venue

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

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

LANDLORD:

TENANT:

LANDLORD

WEST KERN COMMUNITY COLLEGE
DISTRICT

By: _____
[Name]

By: _____
Dr. Debra Daniels
Superintendent-President

Date: June 3, 2020
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Ratification

Board Meeting Date: June 10, 2020

Title of Board Item: Request for Ratification of Agreements with San Joaquin Valley Air Pollution Control District for Purchase of Alternative Fuel Vehicles through the Public Benefit Grants Program (Agreement Nos. G-83113-A1; G-83115-A1; G-83117-A1; G-83118-A1)

Background:

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

With prior approval from the Board of Trustees, the District applied and was approved for three (3) EFC2 Utility carts with a total cost of \$57,593.25 which is 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 paid for by District funds.

Please see the attached agreements with San Joaquin Valley Air Pollution Control District for purchase of electric utility carts for your review.

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

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83113-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83113-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org www.healthyliving.com

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83113-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

- Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

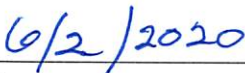
Indicate Funding amount \$ _____

- No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature


Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Nineteen Thousand Nine Hundred Eighty-Six And 58/100 dollars (\$19,986.58)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 **B. Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

- 1 1. Participant contact information;
- 2 2. Proof of current California registration for the new alternative
- 3 fuel vehicle(s);
- 4 3. Proof of insurance as required by paragraph 11.
- 5 4. Annual miles or hours traveled (including mileage/activity or
- 6 hour/activity logs for documentation);
- 7 5. Summary of maintenance performed;
- 8 6. Any other pertinent information requested by the District on a
- 9 form to be provided to the Participant by the District.

10 Annual reporting will be required for three (3) subsequent years following
11 the purchase of the new alternative fuel vehicle(s). The first year annual report is due
12 on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed
13 into service and for each ensuing year thereafter. Noncompliance with the reporting
14 requirements shall result in on-site monitoring by District personnel and will impact the
15 Participant's ability to receive funding from the District for future projects. Participants
16 with annual reports more than six (6) months late will not be granted any additional grant
17 funds from the District until all reports are satisfactorily submitted.

18 The District or representative designated by the District reserves the right
19 to monitor the vehicle(s), enforce the terms of this Agreement at any time during the
20 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
21 non-compliance within the terms and conditions of this Agreement or applicable state
22 laws or regulations.

23 **6. TERMINATION**

24 A. **Breach of Agreement:** District may immediately suspend or
25 terminate this Agreement, in whole or in part, where in the determination of District there
26 is:

- 27 1. An illegal or improper use of funds;
- 28 2. A failure to comply with any term of this Agreement;

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3. A substantially incorrect or incomplete annual report submitted to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Participant (also referred to in this section as 'Contractor') under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

1 representative, upon request for the purposes of ongoing evaluations or auditing.

2 **13. NOTICES**

3 The persons and their addresses having authority to give and receive
4 notices under this Agreement are as follows:

5 **PARTICIPANT**

DISTRICT

6
7 **Debra Daniels**
8 **Superintendent/President**
9 **29 Cougar Court**
10 **Taft, CA 93268**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

11 Any and all notices between District and Participant provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly
13 served when personally delivered to one of the parties, or in lieu of such personal
14 service, when deposited in the United States mail, postage prepared, addressed to such
15 party.

16 **14. AUDITS AND INSPECTIONS**

17 In addition to enforcement by the District or designated representative(s)
18 of the District, the District reserves the right to perform audits of vehicle(s) and
19 documentation and enforce the terms of this Agreement at any time during the
20 Agreement term.

21 If, after audit, the District makes a determination that funds provided to the
22 Participant pursuant to this Agreement were not spent in conformance with this
23 Agreement or any other applicable provisions of law, the Participant agrees to
24 immediately reimburse District all funds determined to have been expended not in
25 conformance with said provisions.

26 **15. POLITICAL ACTIVITY PROHIBITED**

27 None of the funds, materials, property, or services provided under this
28 Agreement shall be used for any political activity, or to further the election or defeat of
any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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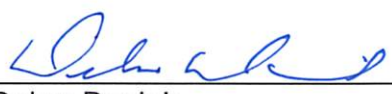
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

West Kern Community College District

San Joaquin Valley Air Pollution Control District



Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83113

Vehicle Make: ZeroNox

Vehicle Model: eTuatara

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,986.58

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83113-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83113-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org www.healthyliving.com

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83113-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

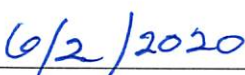
Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature


Date

(**Date required on this document, do not date the contract.)

2 **SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**
3 **PUBLIC BENEFIT GRANTS PROGRAM**
4 **FUNDING AGREEMENT**
5 **(New Alternative Fuel Vehicle Purchase)**

6 This Agreement is made and entered into this _____ day of
7 _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR
8 POLLUTION CONTROL DISTRICT, a unified air pollution control district formed
9 pursuant to California Health and Safety Code section 40150 et seq. (District), and **West**
10 **Kern Community College District** (Participant).

11 **WITNESSETH:**

12 **WHEREAS**, the California Clean Air Act (CCAA) requires local air
13 pollution control districts to reduce emissions from motor vehicles;

14 **WHEREAS**, AB 2766, AB 923, SB 709, and AB 2522 authorize districts
15 to impose fees upon certain registered motor vehicles within the district, and the
16 governing board of the District has imposed said fees;

17 **WHEREAS**, said legislation requires District to use said funds for activities
18 related to reduce air pollution from motor vehicles and for related planning, monitoring,
19 enforcement, and technical studies necessary for the implementation of the California
20 Clean Air Act of 1988; and

21 **WHEREAS**, the District has developed other funding mechanisms in
22 order to provide grant monies for its incentive programs; and

23 **WHEREAS**, on August 11, 2011, the District began accepting applications
24 to approve for funding those projects deemed to be most suitable for vehicle license
25 fees and other funding; and

26 **WHEREAS**, Participant has proposed a project that meets the eligibility
27 criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase
28 Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Nineteen Thousand Nine Hundred Eighty-Six And 58/100 dollars (\$19,986.58)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 **B. Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

- 1 1. Participant contact information;
- 2 2. Proof of current California registration for the new alternative
- 3 fuel vehicle(s);
- 4 3. Proof of insurance as required by paragraph 11.
- 5 4. Annual miles or hours traveled (including mileage/activity or
- 6 hour/activity logs for documentation);
- 7 5. Summary of maintenance performed;
- 8 6. Any other pertinent information requested by the District on a
- 9 form to be provided to the Participant by the District.

10 Annual reporting will be required for three (3) subsequent years following
11 the purchase of the new alternative fuel vehicle(s). The first year annual report is due
12 on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed
13 into service and for each ensuing year thereafter. Noncompliance with the reporting
14 requirements shall result in on-site monitoring by District personnel and will impact the
15 Participant's ability to receive funding from the District for future projects. Participants
16 with annual reports more than six (6) months late will not be granted any additional grant
17 funds from the District until all reports are satisfactorily submitted.

18 The District or representative designated by the District reserves the right
19 to monitor the vehicle(s), enforce the terms of this Agreement at any time during the
20 Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for
21 non-compliance within the terms and conditions of this Agreement or applicable state
22 laws or regulations.

23 **6. TERMINATION**

24 A. **Breach of Agreement:** District may immediately suspend or
25 terminate this Agreement, in whole or in part, where in the determination of District there
26 is:

- 27 1. An illegal or improper use of funds;
- 28 2. A failure to comply with any term of this Agreement;

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3. A substantially incorrect or incomplete annual report submitted to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Participant (also referred to in this section as 'Contractor') under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

1 representative, upon request for the purposes of ongoing evaluations or auditing.

2 **13. NOTICES**

3 The persons and their addresses having authority to give and receive
4 notices under this Agreement are as follows:

5 **PARTICIPANT**

DISTRICT

6
7 **Debra Daniels**
8 **Superintendent/President**
9 **29 Cougar Court**
Taft, CA 93268

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

10 Any and all notices between District and Participant provided for or
11 permitted under this Agreement or by law shall be in writing and shall be deemed duly
12 served when personally delivered to one of the parties, or in lieu of such personal
13 service, when deposited in the United States mail, postage prepared, addressed to such
14 party.

15 **14. AUDITS AND INSPECTIONS**

16 In addition to enforcement by the District or designated representative(s)
17 of the District, the District reserves the right to perform audits of vehicle(s) and
18 documentation and enforce the terms of this Agreement at any time during the
19 Agreement term.

20 If, after audit, the District makes a determination that funds provided to the
21 Participant pursuant to this Agreement were not spent in conformance with this
22 Agreement or any other applicable provisions of law, the Participant agrees to
23 immediately reimburse District all funds determined to have been expended not in
24 conformance with said provisions.

25 **15. POLITICAL ACTIVITY PROHIBITED**

26 None of the funds, materials, property, or services provided under this
27 Agreement shall be used for any political activity, or to further the election or defeat of
28 any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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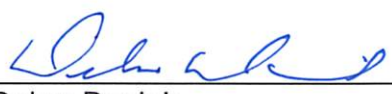
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

West Kern Community College District

San Joaquin Valley Air Pollution Control District



Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83113

Vehicle Make: ZeroNox

Vehicle Model: eTuatara

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,986.58

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83115-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83115-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83115-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature

_____ Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Nineteen Thousand Nine Hundred Eighty-Six And 59/100 dollars (\$19,986.59)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 **B. Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

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1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

1 representative, upon request for the purposes of ongoing evaluations or auditing.

2 **13. NOTICES**

3 The persons and their addresses having authority to give and receive
4 notices under this Agreement are as follows:

5 **PARTICIPANT**

DISTRICT

6
7 **Debra Daniels**
8 **Superintendent/President**
9 **29 Cougar Court**
10 **Taft, CA 93268**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

11 Any and all notices between District and Participant provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly
13 served when personally delivered to one of the parties, or in lieu of such personal
14 service, when deposited in the United States mail, postage prepared, addressed to such
15 party.

16 **14. AUDITS AND INSPECTIONS**

17 In addition to enforcement by the District or designated representative(s)
18 of the District, the District reserves the right to perform audits of vehicle(s) and
19 documentation and enforce the terms of this Agreement at any time during the
20 Agreement term.

21 If, after audit, the District makes a determination that funds provided to the
22 Participant pursuant to this Agreement were not spent in conformance with this
23 Agreement or any other applicable provisions of law, the Participant agrees to
24 immediately reimburse District all funds determined to have been expended not in
25 conformance with said provisions.

26 **15. POLITICAL ACTIVITY PROHIBITED**

27 None of the funds, materials, property, or services provided under this
28 Agreement shall be used for any political activity, or to further the election or defeat of
any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

West Kern Community College District

San Joaquin Valley Air Pollution Control District


Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83115

Vehicle Make: ZeroNox

Vehicle Model: eTuatara

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,986.59

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83115-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83115-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83115-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature

_____ Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Nineteen Thousand Nine Hundred Eighty-Six And 59/100 dollars (\$19,986.59)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 **B. Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

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1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

1 representative, upon request for the purposes of ongoing evaluations or auditing.

2 **13. NOTICES**

3 The persons and their addresses having authority to give and receive
4 notices under this Agreement are as follows:

5 **PARTICIPANT**

DISTRICT

6
7 **Debra Daniels**
8 **Superintendent/President**
9 **29 Cougar Court**
10 **Taft, CA 93268**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

11 Any and all notices between District and Participant provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly
13 served when personally delivered to one of the parties, or in lieu of such personal
14 service, when deposited in the United States mail, postage prepared, addressed to such
15 party.

16 **14. AUDITS AND INSPECTIONS**

17 In addition to enforcement by the District or designated representative(s)
18 of the District, the District reserves the right to perform audits of vehicle(s) and
19 documentation and enforce the terms of this Agreement at any time during the
20 Agreement term.

21 If, after audit, the District makes a determination that funds provided to the
22 Participant pursuant to this Agreement were not spent in conformance with this
23 Agreement or any other applicable provisions of law, the Participant agrees to
24 immediately reimburse District all funds determined to have been expended not in
25 conformance with said provisions.

26 **15. POLITICAL ACTIVITY PROHIBITED**

27 None of the funds, materials, property, or services provided under this
28 Agreement shall be used for any political activity, or to further the election or defeat of
any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

West Kern Community College District

San Joaquin Valley Air Pollution Control District


Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____

Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83115

Vehicle Make: ZeroNox

Vehicle Model: eTuatara

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,986.59

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83117-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83117-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83117-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature

_____ Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Nineteen Thousand Nine Hundred Eighty-Six And 59/100 dollars (\$19,986.59)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 B. **Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

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1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

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3. A substantially incorrect or incomplete annual report submitted to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Participant (also referred to in this section as 'Contractor') under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

1 representative, upon request for the purposes of ongoing evaluations or auditing.

2 **13. NOTICES**

3 The persons and their addresses having authority to give and receive
4 notices under this Agreement are as follows:

5 PARTICIPANT	6 DISTRICT
7 Debra Daniels 8 Superintendent/President 9 29 Cougar Court 10 Taft, CA 93268	11 Samir Sheikh 12 Executive Director/APCO 13 1990 East Gettysburg Ave. 14 Fresno, CA 93726

15 Any and all notices between District and Participant provided for or
16 permitted under this Agreement or by law shall be in writing and shall be deemed duly
17 served when personally delivered to one of the parties, or in lieu of such personal
18 service, when deposited in the United States mail, postage prepared, addressed to such
19 party.

20 **14. AUDITS AND INSPECTIONS**

21 In addition to enforcement by the District or designated representative(s)
22 of the District, the District reserves the right to perform audits of vehicle(s) and
23 documentation and enforce the terms of this Agreement at any time during the
24 Agreement term.

25 If, after audit, the District makes a determination that funds provided to the
26 Participant pursuant to this Agreement were not spent in conformance with this
27 Agreement or any other applicable provisions of law, the Participant agrees to
28 immediately reimburse District all funds determined to have been expended not in
conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this
Agreement shall be used for any political activity, or to further the election or defeat of
any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

West Kern Community College District

San Joaquin Valley Air Pollution Control District



Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83117

Vehicle Make: ZeroNox

Vehicle Model: eTuatara

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,986.59

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83117-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83117-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83117-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature

_____ Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Nineteen Thousand Nine Hundred Eighty-Six And 59/100 dollars (\$19,986.59)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

1 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.
2 The District also reserves the right to reduce the funding if the Participant receives or
3 will receive co-funding from a third party that, in addition to the District's funding,
4 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
5 this Agreement. Participant is required to disclose all such information to the District
6 prior to the execution date of this Agreement. The Participant will not be reimbursed by
7 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
8 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
9 date of this Agreement.

10 Concurrently with the submission of any claim for payment, Participant
11 shall certify (through copies of invoices issued, checks, receipts, and the like) that
12 complete payment has been made or invoiced. Participant understands that any
13 payment received from the District to fund the vehicle(s) in this Agreement may be
14 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
15 liability on the funds provided by the District shall be the sole responsibility of the
16 Participant.

17 B. **Surplus Funds:** Any compensation, which is not expended by
18 Participant pursuant to the terms and conditions of this Agreement by the project
19 completion date, shall automatically revert to District. Only expenditures incurred by
20 Participant in the direct performance of this Agreement will be reimbursed by District.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement are contingent on the approval and receipt
23 of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified or this Agreement terminated at any
25 time by giving Participant thirty (30) days' prior written notice.

26 **5. ANNUAL REPORTING**

27 Participant shall submit annual reports on the vehicle(s) that include the
28 following information:

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1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

9 Because of its status as an independent contractor, Contractor shall have
10 absolutely no right to employment rights and benefits available to District employees.
11 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
12 all legally required employee benefits. In addition, Contractor shall be solely responsible
13 and save District harmless from all matters relating to payment of Contractor's
14 employees, including compliance with social security, withholding, and all other
15 regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, Contractor may be providing services to others unrelated to District or to
17 this Agreement.

18 **9. NON-ASSIGNMENT**

19 Participant may not assign, sell, transfer, license, or subcontract any rights
20 or obligations to a third party within or outside of the District's boundaries without the
21 express prior consent of the District for the duration of the Agreement Period specified
22 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
23 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
24 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
25 receive written consent from the District prior to selling or transferring ownership of the
26 vehicle(s) or any portion thereof.

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

1 representative, upon request for the purposes of ongoing evaluations or auditing.

2 **13. NOTICES**

3 The persons and their addresses having authority to give and receive
4 notices under this Agreement are as follows:

5 **PARTICIPANT**

DISTRICT

6
7 **Debra Daniels**
8 **Superintendent/President**
9 **29 Cougar Court**
10 **Taft, CA 93268**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

11 Any and all notices between District and Participant provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly
13 served when personally delivered to one of the parties, or in lieu of such personal
14 service, when deposited in the United States mail, postage prepared, addressed to such
15 party.

16 **14. AUDITS AND INSPECTIONS**

17 In addition to enforcement by the District or designated representative(s)
18 of the District, the District reserves the right to perform audits of vehicle(s) and
19 documentation and enforce the terms of this Agreement at any time during the
20 Agreement term.

21 If, after audit, the District makes a determination that funds provided to the
22 Participant pursuant to this Agreement were not spent in conformance with this
23 Agreement or any other applicable provisions of law, the Participant agrees to
24 immediately reimburse District all funds determined to have been expended not in
25 conformance with said provisions.

26 **15. POLITICAL ACTIVITY PROHIBITED**

27 None of the funds, materials, property, or services provided under this
28 Agreement shall be used for any political activity, or to further the election or defeat of
any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

3 None of the funds provided under this Agreement shall be used for
4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

26 **21. TIME IS OF THE ESSENCE**

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

West Kern Community College District

San Joaquin Valley Air Pollution Control District



Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83117

Vehicle Make: ZeroNox

Vehicle Model: eTuatara

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,986.59

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83118-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83118-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061
www.valleyair.org www.healthyliving.com

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83118-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature

_____ Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

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2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 **7. MODIFICATION**

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 **8. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

2 The persons and their addresses having authority to give and receive
3 notices under this Agreement are as follows:

4 PARTICIPANT	5 DISTRICT
6 Debra Daniels 7 Superintendent/President 8 29 Cougar Court 9 Taft, CA 93268	6 Samir Sheikh 7 Executive Director/APCO 8 1990 East Gettysburg Ave. 9 Fresno, CA 93726

10 Any and all notices between District and Participant provided for or
11 permitted under this Agreement or by law shall be in writing and shall be deemed duly
12 served when personally delivered to one of the parties, or in lieu of such personal
13 service, when deposited in the United States mail, postage prepared, addressed to such
14 party.

14 **14. AUDITS AND INSPECTIONS**

15 In addition to enforcement by the District or designated representative(s)
16 of the District, the District reserves the right to perform audits of vehicle(s) and
17 documentation and enforce the terms of this Agreement at any time during the
18 Agreement term.

19 If, after audit, the District makes a determination that funds provided to the
20 Participant pursuant to this Agreement were not spent in conformance with this
21 Agreement or any other applicable provisions of law, the Participant agrees to
22 immediately reimburse District all funds determined to have been expended not in
23 conformance with said provisions.

24 **15. POLITICAL ACTIVITY PROHIBITED**

25 None of the funds, materials, property, or services provided under this
26 Agreement shall be used for any political activity, or to further the election or defeat of
27 any candidate for public office contrary to federal or state laws, statutes, regulations,
28 rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

4 This Agreement constitutes the entire agreement between Participant and
5 District with respect to the subject matter hereof and supersedes all previous
6 negotiations, proposals, commitments, writings, advertisements, publications, and
7 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

**West Kern Community College
District**

**San Joaquin Valley Air Pollution
Control District**



Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution
Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83118

Vehicle Make: ZeroNox

Vehicle Model: EC4

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00

May 27, 2020

Debra Daniels
West Kern Community College District
29 Cougar Court
Taft, CA 93268

RE: **Project Status: Agreement**
Public Benefit Program Alternative Fuel Component - Project Number: **G-83118-A1**

Dear Debra Daniels:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **ten (10) business days from the date on this letter**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email contracts@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **G-83118-A1**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Public Benefit Program Alternative Fuel Component
Project Number: **G-83118-A1**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Debra Daniels
Contract Signing Authority


Contract Signing Authority Signature

_____ Date

(**Date required on this document, do not date the contract.)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **West Kern Community College District** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

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2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

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to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Participant (also referred to in this section as 'Contractor') under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

2 The persons and their addresses having authority to give and receive
3 notices under this Agreement are as follows:

4 **PARTICIPANT**

DISTRICT

5
6 **Debra Daniels**
7 **Superintendent/President**
8 **29 Cougar Court**
9 **Taft, CA 93268**

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

10 Any and all notices between District and Participant provided for or
11 permitted under this Agreement or by law shall be in writing and shall be deemed duly
12 served when personally delivered to one of the parties, or in lieu of such personal
13 service, when deposited in the United States mail, postage prepared, addressed to such
14 party.

14 **14. AUDITS AND INSPECTIONS**

15 In addition to enforcement by the District or designated representative(s)
16 of the District, the District reserves the right to perform audits of vehicle(s) and
17 documentation and enforce the terms of this Agreement at any time during the
18 Agreement term.

19 If, after audit, the District makes a determination that funds provided to the
20 Participant pursuant to this Agreement were not spent in conformance with this
21 Agreement or any other applicable provisions of law, the Participant agrees to
22 immediately reimburse District all funds determined to have been expended not in
23 conformance with said provisions.

24 **15. POLITICAL ACTIVITY PROHIBITED**

25 None of the funds, materials, property, or services provided under this
26 Agreement shall be used for any political activity, or to further the election or defeat of
27 any candidate for public office contrary to federal or state laws, statutes, regulations,
28 rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

4 This Agreement constitutes the entire agreement between Participant and
5 District with respect to the subject matter hereof and supersedes all previous
6 negotiations, proposals, commitments, writings, advertisements, publications, and
7 understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

**West Kern Community College
District**

**San Joaquin Valley Air Pollution
Control District**



Debra Daniels

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution
Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

West Kern Community College District

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83118

Vehicle Make: ZeroNox

Vehicle Model: EC4

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00

Date: May 20, 2020
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: June 10, 2020

Title of Board Item:

WKCCD 2020-2021 Accident Insurance Renewal for Students/Intercollegiate Athletes

Background:

Student Insurance provides accidental insurance coverage with ANTHEM Blue Cross and AIG for all TC students, athletes, managers, student trainers, and dependent children of students in the TC day care facility on campus.

Terms (if applicable):

August 1, 2020 to July 31, 2021

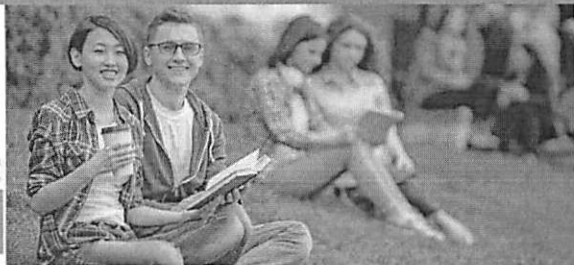
Expense (if applicable):

\$55,061.00

Fiscal Impact Including Source of Funds (if applicable):

\$55,061.00 has been budgeted for fiscal year 2020-2021 VP Administrative Services Budget.

Approved: 
Dr. Debra Daniels, Superintendent/President



2020-2021 Student and Athlete Accident Medical Insurance

Presented By:

Student Insurance

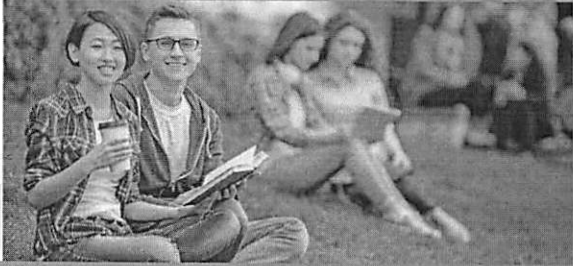
10801 National Blvd Suite 603 Los Angeles, CA 90064

CA License 0386216 | (310) 826-5688

Prepared For:

West Kern CCD

29 Cougar Court, Taft, CA 93268



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All data and information contained herein and provided by Student Insurance is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed to, or for, any third parties without the express prior written consent of Student Insurance.

Please direct inquiries and questions to:

Kimberly Rowan
Executive Account Manager
CA License 0M86198
kimberly@studentinsuranceusa.com

Gaby Ambriz
Senior Account Manager
gaby@studentinsuranceusa.com



CERTIFICATE OF INSURANCE BINDER: 2020-2021

INSURED: TAFT COLLEGE
29 Cougar Court
Taft, CA 93268

BASIC COVERAGE: 1 Year Incurring Period
COMPANY: ANTHEM SAIN – Plan B
TYPE/COVERAGE: Students/Intercollegiate Athletes
PREMIUM: \$50,224.00

EFFECTIVE DATE:
8/01/2020 - 7/31/2021

CATASTROPHIC COVERAGE: Intercollegiate Athletes
COMPANY: Philadelphia
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATE: 8/01/2020 - 7/31/2021

DEDUCTIBLE: \$25,000.00
PREMIUM: \$2,069.00

CATASTROPHIC COVERAGE: Students Only
COMPANY: Philadelphia
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATES: 8/01/2020 - 7/31/2021

DEDUCTIBLE: \$50,000.00
PREMIUM: \$2,768.00

BASIC COVERAGE LIMITS

Per Accident Deductibles:	\$ 50.00	Students
	\$100.00	Class I Athletes
	\$ 50.00	Class II Athletes
Co-Insurance Percentage:	100%	PPO
	50%	Non-PPO
Per Accident Maximum:	\$25,000.00	Athletes
	\$50,000.00	Students
	\$ 500.00	Emergency Illness Benefit
	\$ 2,000.00	Dental Maximum
	\$ 2,000.00	Rental Durable Medical Equipment
	\$25,000.00	Expanded Medical/Intercollegiate Athletes
AD&D Benefits:	Loss of Life	\$10,000.00
	Dismemberment	Single: \$1,000.00/Double: \$5,000.00

ANTHEM Blue Cross CLASS I SPORTS: Football, Gymnastics, Skiing (snow), Soccer, Surfing and Wrestling Physical Therapy: Limited to 24 visits per calendar year per injury; additional visits available if approved by ANTHEM Blue Cross.
NON-PPO: Benefit will not exceed \$25.00 per visit.

*Non-Duplication of Benefits Exercised on ALL CLAIMS.
THIS IS A BRIEF DESCRIPTION OF BENEFITS. THE MASTER POLICY CONTAINS COMPLETE DETAILS OF THE PROVISIONS, LIMITATIONS, EXCLUSIONS AND WILL PREVAIL AT ALL TIMES.*



May 12, 2020

Mr. Severo M. Balason, V.P. Student Services
WEST KERN CCD
29 Cougar Court
Taft, CA 93268

Re: WEST KERN CCD / 2020-2021 Accident Insurance Renewal

Dear Mr. Balason:

Thank you for renewing the accident coverage for the year 2020-2021. We sincerely appreciate your business. In order to bind coverage with ANTHEM Blue Cross and Philadelphia, please review, sign and return the document to our office.

BENEFITS AS PER CERTIFICATE OF INSURANCE BINDER – Plan B

- 1) All Students
- 2) Athletes, managers, and student trainers
- 3) All Registered Students and dependent children in a day care facility on campus

BASIC Coverage Accident Maximum:	\$25,000.00	Athletes
	\$50,000.00	Students/Child of Student in Child Care Facility
AD&D Benefits	Loss of Life	\$10,000.00
	Dismemberment	[Single: \$1,000.00/Double: \$5,000.00]
CATASTROPHIC Coverage Maximum:	\$1,000,000.00	Athletes and Students

Sports Included:

Men's Sports: Baseball, Golf, Soccer

Women's Sports: Basketball, Soccer, Softball, Volleyball

Policy Term: 8/1/2020 – 7/31/2021

Premium: \$55,061.00

Termination: This is a *pooled* plan. Notice of withdrawal from the S.A.I.N pool must be provided by Taft College to: S.A.I.N. c/o STUDENT INSURANCE in writing no less than 90 (ninety) days prior to the termination date of July 31, 2021.

Signature of Authorized School Representative

Print Name / Date

Title of Authorized School Representative



Invoice

Student Insurance
 10801 National Blvd Suite #603
 Los Angeles CA 90064

Date: 5/12/2020
 Invoice Number: 2165

Bill To	Insured
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West Kern CCD
 29 Cougar Court
 Taft, CA 93268

Taft College
 29 Cougar Court
 Taft, CA 93268

DESCRIPTION	EFF DATE	EXP DATE	AMOUNT
-------------	----------	----------	--------

Basic	8/1/2020	7/31/2021	50,224.00
Athletic Catastrophic	8/1/2020	7/31/2021	2,069.00
Student Catastrophic	8/1/2020	7/31/2021	2,768.00

Total	\$55,061.00
Payments/Credits	\$0.00
BALANCE DUE	\$55,061.00

Please Detach and Return Bottom Portion with Payment

Amount Due \$55,061.00

Invoice 2165

Due Date 7/11/2020

Amount Paid

Remit To:

Student Insurance
 10801 National Blvd Suite #603
 Los Angeles CA 90064

Insured:

Taft College
 29 Cougar Court
 Taft, CA 93268

CLASS O

BARRETT, GREYSON	2/5/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CORRALES, CEDRIC	9/21/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SALAZAR, CARLA	8/22/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for Class O	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for School Taft College 1157TK	35	\$157,537.67	\$2,686.64	\$8,208.83	\$298.73	\$73,341.23	\$151.40	\$0.00	\$72,850.84
Totals For District TAFT COLLEGE	35	\$157,537.67	\$2,686.64	\$8,208.83	\$298.73	\$73,341.23	\$151.40	\$0.00	\$72,850.84

TAFT COLLEGE

Report Date 4/29/2020 Policy 8/1/2018 3:44:28 PM -

Name	Date of Injury	# of Claims	Total Amt Incurred	Paid Other Ins	Paid By Anthem	Denied Coverage	Primary Discount	Anthem Discount	Cat Amt	Balance
Taft College 1157TK										
CLASS 1-C										
CABRERA, CHRISTIAN	11/2/2018		\$28,093.89	\$0.00	\$12,970.74	\$100.00	\$0.00	\$15,023.15	\$0.00	\$0.00
DANSIE, KAITLIN	10/26/2018		\$4,832.87	\$1,299.09	\$423.79	\$25.00	\$127.12	\$2,390.00	\$0.00	\$567.87
FLOREZ, ZULMA	11/9/2018		\$3,019.00	\$899.00	\$1,536.74	\$100.00	\$0.00	\$483.26	\$0.00	\$0.00
GONZALEZ, SERGIO	9/21/2018		\$47,264.62	\$33.50	\$5,534.46	\$100.00	\$0.00	\$41,596.66	\$0.00	\$0.00
HAMER, BROOKE	10/26/2018		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JIMENEZ, LESLIE	10/12/2018		\$2,094.00	\$332.00	\$542.85	\$100.00	\$0.00	\$1,119.15	\$0.00	\$0.00
JIMENEZ, MARIA	10/9/2018		\$4,862.30	\$0.00	\$2,085.63	\$100.00	\$0.00	\$2,676.67	\$0.00	\$0.00
LAHARGOUE, BAYLEE	9/13/2018		\$1,103.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,103.22
LEMUS, YAILENE	11/20/2018		\$1,950.00	\$0.00	\$546.75	\$100.00	\$0.00	\$1,303.25	\$0.00	\$0.00
LUIS, LOPEZ	9/25/2018		\$405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$405.00
MEZA, MARIE	10/30/2018		\$2,333.00	\$0.00	\$112.92	\$0.00	\$2,027.00	\$193.08	\$0.00	\$0.00
RODRIGUEZ, MARIO	10/26/2018		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SNOW, BRI-LEIGH	9/14/2018		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for Class 1-C		13	\$95,957.90	\$2,563.59	\$23,753.88	\$625.00	\$2,154.12	\$64,785.22	\$0.00	\$2,076.09
CLASS 1-P										
GANDARA, URIEL	8/7/2018		\$302.80	\$151.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151.40
ORELLANA, LEONARDO	9/10/2018		\$19,326.52	\$457.00	\$3,646.82	\$100.00	\$0.00	\$15,122.70	\$0.00	\$0.00
RODRIGUEZ, CARLA	8/6/2018		\$3,911.23	\$1,490.71	\$391.28	\$0.00	\$2,029.24	\$0.00	\$0.00	\$0.00
RODRIGUEZ, JOHAN	8/6/2018		\$47.00	\$0.00	\$0.00	\$47.00	\$0.00	\$0.00	\$0.00	\$0.00
RODRIGUEZ, CARLA	10/15/2018		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for Class 1-P		5	\$23,587.55	\$2,099.11	\$4,038.10	\$147.00	\$2,029.24	\$15,122.70	\$0.00	\$151.40
CLASS 2-C										
DERRELL, DEJA	11/16/2018		\$3,277.00	\$125.88	\$0.00	\$0.00	\$44.10	\$0.00	\$0.00	\$3,107.02
DIAZ, AYLA	1/16/2019		\$12,260.00	\$0.00	\$3,200.13	\$0.00	\$0.00	\$9,059.87	\$0.00	\$0.00
FONTANEZ, LEONARDO	3/9/2019		\$404.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$404.00
HARDMAN, DEREK	9/15/2018		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HEBERT, CALEB	10/20/2018		\$2,001.84	\$1,220.40	\$781.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HERBERT, CALEB	10/20/2018		\$1,584.00	\$0.00	\$741.26	\$0.00	\$0.00	\$842.74	\$0.00	\$0.00
KAMAU, LOHEALANI	2/12/2019		\$2,688.00	\$570.00	\$0.00	\$0.00	\$2,118.00	\$0.00	\$0.00	\$0.00
MENDEZ, MARIAH	1/9/2019		\$10,694.13	\$0.00	\$3,756.36	\$0.00	\$173.61	\$6,764.16	\$0.00	\$0.00
PHUMPHREY, ANAEJA	11/14/2018		\$712.81	\$0.00	\$98.41	\$50.00	\$256.59	\$0.00	\$0.00	\$307.81
SHY, MICHAEL	9/22/2018		\$970.00	\$86.05	\$249.65	\$50.00	\$195.95	\$388.35	\$0.00	\$0.00
SIRKEL, NOAH	2/17/2018		\$4,803.04	\$54.67	\$810.61	\$2,003.04	\$139.26	\$1,795.46	\$0.00	\$0.00
THOMAS, MORGAN	1/28/2019		\$3,436.63	\$2,992.97	\$0.00	\$0.00	\$0.00	\$443.66	\$0.00	\$0.00
TIEDE, BLAKE	10/12/2018		\$6,727.00	\$100.44	\$1,556.21	\$200.00	\$3,745.35	\$1,125.00	\$0.00	\$0.00
Totals for Class 2-C		13	\$49,558.45	\$5,150.41	\$11,194.07	\$2,303.04	\$6,672.86	\$20,419.24	\$0.00	\$3,818.83
CLASS 2-P										
BERTRAND, DANIEL	9/4/2018		\$411.00	\$411.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DERRELL, DEJA	3/22/2019		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DERRELL, DEJA	10/2/2018		\$15,639.00	\$362.23	\$1,368.58	\$0.00	\$0.00	\$13,908.19	\$0.00	\$0.00

Summary Report - Student Insurance Lic# 0386216 Page 1 of 1

	ESTEFANIA, LUCAS	8/22/2018	\$30,730.21	\$1,294.49	\$4,394.02	\$100.00	\$590.00	\$15,271.70	\$0.00	\$9,080.00
	HERBERT, CALEB	8/29/2018	\$3,731.00	\$0.00	\$952.45	\$0.00	\$0.00	\$2,778.55	\$0.00	\$0.00
	LUCAS, ESTAFANIA	8/22/2018	\$1,415.00	\$0.00	\$890.03	\$0.00	\$0.00	\$524.97	\$0.00	\$0.00
	MENDEZ, MARIAH	8/29/2018	\$29,557.00	\$697.00	\$6,452.52	\$50.00	\$0.00	\$22,357.48	\$0.00	\$0.00
	MILLER, SAMARA	1/24/2019	\$93,656.44	\$332.00	\$18,245.12	\$50.00	\$2,152.90	\$71,492.42	\$0.00	\$1,384.00
	NAPOLEON, ALLISON	3/18/2019	\$2,806.00	\$0.00	\$655.46	\$50.00	\$0.00	\$2,100.54	\$0.00	\$0.00
	PAPADEMETRIOU, CIERRA	3/4/2019	\$404.00	\$0.00	\$97.59	\$50.00	\$0.00	\$256.41	\$0.00	\$0.00
	SELLECK, MICHAEL	9/7/2018	\$43,102.00	\$2,935.22	\$885.99	\$0.00	\$37,403.53	\$1,877.26	\$0.00	\$0.00
	THOMAS, MORGAN	9/17/2018	\$420.00	\$80.69	\$72.91	\$0.00	\$266.40	\$0.00	\$0.00	\$0.00
	Totals for Class 2-P		12 \$221,871.65	\$6,112.63	\$34,014.67	\$300.00	\$40,412.83	\$130,567.52	\$0.00	\$10,464.00
CLASS O	DERRELL, DEJA	5/3/2019	\$342.00	\$0.00	\$0.00	\$0.00	\$342.00	\$0.00	\$0.00	\$0.00
	LOKIA, NAPUAOKALINI	1/28/2019	\$2,688.00	\$143.60	\$0.00	\$0.00	\$0.00	\$2,544.40	\$0.00	\$0.00
	RODRIGUEZ, MARIO	3/5/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Totals for Class O		3 \$3,030.00	\$143.60	\$0.00	\$0.00	\$342.00	\$2,544.40	\$0.00	\$0.00
	Totals for School Taft College 1157TK		46 \$394,005.55	\$16,069.34	\$73,000.72	\$3,375.04	\$51,611.05	\$233,439.08	\$0.00	\$16,510.32
	Totals For District TAFT COLLEGE		46 \$394,005.55	\$16,069.34	\$73,000.72	\$3,375.04	\$51,611.05	\$233,439.08	\$0.00	\$16,510.32

Date: May 22, 2020
Submitted by: Dr. Jessica Grimes
Area Administrator: Dr. Leslie Minor, VP of Instruction
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item: Request for Approval for the California Virtual Campus-Online Education Initiative (CVC-OEI) Extra Duty Assignments

Background: Taft College was awarded the CVC-OEI grant in the amount of \$100,000 to expend by June 30, 2020. However, due to the COVID-19 pandemic, the grant was extended to December 31, 2020 and given a new MOU, which was approved at the April 15th, 2020 board meeting.

To keep on track with meeting the grant goals, which is to develop online CTE certificates by transitioning face-to-face CTE courses to online and aligning existing online CTE to the CVC-OEI rubric, we have have had several rounds of hiring extra duty assignments.

This request for approval is to compensate the faculty who were hired in subsequent hiring rounds to help complete the goal of the grants: Chad Sicari (an OSH course); Kanoe Bandy (BUSN 1058); Kelly Kulzer (DS 1507, DS 1503); Megan Romero (ECEP 1581; ECEF 2051); and Vicki Jacobi (DS 1501). Specific hiring details are included in Paycor.

Terms (if applicable):

N/A

Expense (if applicable):

NA/

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Dr. Debra Daniels, Superintendent/President

Date: April 17, 2020
Submitted by: Xiaohong Li, Interim Executive Director of Information Technology
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

AMS.Net Annual Support Coverage Quote #Q00044212, CISCO Network Hardware

Background:

With Measure A funds, Taft College has been rebuilding its network infrastructure with Cisco network equipment. Working with AMS.net, Taft College maintains the bulk of the college network under one maintenance support contract.

Terms (if applicable):

One year of support coverage will be valid from 7/29/2020 - 7/29/2021.

Expense (if applicable):

The total cost of the support coverage is \$15,618.85.

Fiscal Impact Including Source of Funds (if applicable):

This cost is included in the 2020-2021 IT budget.

Approved: _____



Dr. Debra Daniels, Superintendent/President



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

West Kern Community College District
 29 Cougar Court
 Taft CA, 93268 US
 ATTN: Mark Gibson

Ship To

West Kern Community College District
 29 Cougar Court
 Taft, CA 93268
 ATTN: Mark Gibson

Quote Description

Renewals 2020

Quote #	#Q-00044212
Project #	90609
Modified	6/1/2020
Account Mgr.	Sean Harrington
AM Phone	(925) 245-4769
AM Email	sharrington@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	7/15/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco SMARTnet Support. Support through 7/29/2021*					
1	CON-SNT-FMC1000K SNTC-8X5XNBD Cisco Firepower Management Center 1000 C Serial Numbers: FCH2130V0H0	Cisco Systems Inc.	1.00	\$2,089.52	\$2,089.52
2	CON-SNT-CT5508HA SMARTNET 8X5XNBD Cisco 5508 Series Wi Serial Numbers: FCW1804L04X	Cisco Systems Inc.	1.00	\$1,167.62	\$1,167.62
3	CON-SNT-FPR2130W SNTC-8X5XNBD Cisco Firepower 2130 NGFW Appliance, 1U, Serial Numbers: JMX2135Y01R	Cisco Systems Inc.	1.00	\$1,554.61	\$1,554.61
4	CON-SNT-BE6KSTBD SMARTNET 8X5XNBD Cisco Business Edition 6000 UCS Srv 9.0 Serial Numbers: FCH1932V05E, FCH1932V057* *These devices can only receive support through 11/30/20. Pricing has been adjusted accordingly.	Cisco Systems Inc.	2.00	\$68.25	\$136.50



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 502 Commerce Way, Livermore, CA 94551
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5	CON-SNT-ISR4351V SNTC-8X5XNBD Cisco ISR 4351 UC Bundle, PVDM4-64, UC L Serial Numbers: FLM232213P4	Cisco Systems Inc.	1.00	\$1,414.10	\$1,414.10
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Cisco SMARTnet Contract Number 200868810. Coverage Dates: 7/29/20-7/29/21

6	L-FPR2130T-TMC= Cisco FPR2130 Threat Defense Threat, Malware and URL License	Cisco Systems Inc.	1.00	\$0.00	\$0.00
7	L-FPR2130T-TMC-1Y Cisco FPR2130 Threat Defense Threat, Malware and URL 1Y Subs	Cisco Systems Inc.	1.00	\$8,874.00	\$8,874.00

Cisco SMARTnet Contract Number 200869362. Coverage Dates: 7/29/20-7/29/21

8	L-AC-PLS-LIC= Cisco AnyConnect Plus Term License, Total Authorized Users	Cisco Systems Inc.	6.00	\$18.75	\$112.50
9	L-AC-APX-1Y-S1 Cisco AnyConnect Apex License, 1YR, 25-99 Users	Cisco Systems Inc.	25.00	\$10.80	\$270.00

Order Summary

Subtotal	\$15,618.85
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$15,618.85



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/
8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET
Technology Solution Provider

AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Date: May 27, 2020
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item: Consulting Services Agreement with Capitol Public Finance Group, LLC "Capitol PFG" to serve as the WKCCD Dissemination Agent (Consulting Services Agreement, Consulting Services Order CSO No. 2020-1 and Certificate of Acceptance)

Background:

The purpose of this agreement is to assist WKCCD in meeting its continuing disclosure responsibilities under S.E.C. Rule 15c2-12(b) (5). Capitol PFG will serve as the District's dissemination agent related to the District's obligation to file Continuing Disclosure Certificates (CDCs) associate with the district's long term debt (general obligation bonds and certificates of participation) which are listed in Appendix A of the agreement.

Their services include preparation and submission of the required annual filings. In addition, Capitol PFG will seek methods to improve the filings; appropriately cross reference the district's comprehensive continuing disclosure for all outstanding debt governed by a CDC; prepare a continuing disclosure log of outstanding debt; and review, amend and/or file any late or incomplete continuing disclosure filings.

Either party may terminate this Agreement without cause by delivering to the other party written notice expressing a desire to terminate which would be effective immediately upon receipt of a Termination Notice.

Terms (if applicable): July 1, 2020 - June 30, 2021

Expense (if applicable):

Annual Reporting Filing - \$4,500.00; \$500.00 for each material event filing; plus expenses (statistical data reports provided by outside vendors)

Fiscal Impact Including Source of Funds (if applicable):

The District will be invoiced upon completion and submittal of the Annual Report and Material Event filings. The cost for these services has been included in the 2020-21 Administrative Services budget and general funds will be utilized.

Approved: 
Dr. Debra Daniels, Superintendent/President



Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is hereby made between the West Kern Community College District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG"). Capitol PFG agrees to provide the "Services," as more fully defined below, to Client and Client agrees to pay to Capitol PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. Definitions. The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 1, 2020.
 - b. The "Termination Date" shall be the June 30, 2021.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. Services. The duties and tasks to be performed by Capitol PFG (the "Services") shall be outlined in the attached Consulting Services Order(s). During the performance of such Services by Capitol PFG, the Client will retain and exercise decision-making authority over the Services performed by Capitol PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and Client may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order and attached to this Agreement.
3. Insurance. Capitol PFG shall be responsible for carrying Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).
4. Payment. Client shall pay Capitol PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
5. Termination. Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective immediately upon receipt of a Termination Notice.



Christopher Terry
Capitol Public Finance Group, LLC

Dr. Debra Daniels
Superintendent - President
West Kern Community College District

Date: 5/8/20

Date _____

CONSULTING SERVICES ORDER

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Client and Capitol PFG.

Services:

Provide Dissemination Agent services as described in the Continuing Disclosure Certificates (CDCs) related to all outstanding debt of Client and Certificate of Acceptance of Dissemination Agent (attached).

Outstanding Debt with CDCs

See Attached Appendix A

Consulting Service Fee:

Annual Report Filing

Capitol PFG will receive a fee of \$4,500 plus expenses. Expenses related to this service involve statistical data reports provided by outside vendors.

Material Event Filing

Capitol PFG will receive a fee of \$500 per filing.

Payment Schedule:

The Consulting Service Fee will be invoiced upon completion and submittal of the Annual Report and Material Event filings.

APPENDIX A

\$14,999,057.60
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
Tax-Exempt General Obligation Bonds, Election of 2004, Series 2004A

\$12,297,305
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
General Obligation Bonds (Election 2004), Series 2007C

\$16,995,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2015 General Obligation Refunding Bonds, Series A

\$2,715,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2015 General Obligation Refunding Bonds, Series B

\$26,625,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2015 Refunding Certificates of Participation

\$9,865,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 General Obligation Refunding Bonds

\$10,430,000
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 Certificates of Participation

Certificate of Acceptance of

Capitol Public Finance Group, LLC as Dissemination Agent

The purpose of this Certificate of Acceptance ("Certificate") is to assist the Client with meeting its continuing disclosure responsibilities under S.E.C Rule 15c2-12(b)(5). Upon acceptance of this Certificate, Capitol PFG will perform the following services as a third party Dissemination Agent:

- Annually request financial information and operating data from the Client. Such request will be made at least 30 days prior to the Annual Report filing due date. The information request will include a review of a material event checklist.
- Monthly request update on issuance of any Financial Obligations or events reflecting financial difficulties, interactions with rating agencies, or change in Client contacts.
- Seek methods to improve the Client's continuing disclosure filings, including making it easier for investors to locate filings.
- Annually file and appropriately cross reference the Client's Comprehensive Continuing Disclosure for all outstanding debt governed by a continuing disclosure certificate. Capitol PFG will provide the Client with the Annual Report prior to its filing.
- Prepare continuing disclosure log of outstanding debt and review, amend and/or file any late or incomplete continuing disclosure filings.
- File material and significant event notices within 5 days of receipt.
- Annually provide the Client with its fee proposal for Dissemination Agent Services.
- Capitol PFG is obligated to provide Dissemination Agent services only upon written direction by the Client.

The Client agrees to assist Capitol PFG as Dissemination Agent by doing the following:

- Timely provide financial information, operating data and the material event checklist as requested by Capitol PFG.
- Notify Capitol PFG of any events that are listed as a material or significant events within 5 days of having knowledge of such event.
- Review and acknowledge the Annual Report prior to its filing.
- Compensate Capitol PFG for its services in accordance with its fee schedule, and reimburse Capitol PFG for all expenses incurred in the performance of its duties as Dissemination Agent.
- Annually provide written acceptance of Capitol PFG's fee proposal to take effect.
- The District may terminate Capitol PFG as Dissemination Agent at any time with written notice.

Date: May 27, 2020
Submitted by: Amanda Bauer, Executive Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item: Fiscal Year 2020-21 Annual Appropriations (GANN) Limit

Background:

Pursuant to Article XIII-B of the State Constitution and Government Code (GC) section 7900 et seq., community college districts are required to compute an annual appropriations limit, commonly referred to as the Gann Limit. The appropriations limit is adjusted annually for changes in price index, population, and other applicable factors.

GC section 7908(c) requires each community college district to report annually to the Chancellor of the California Community Colleges its appropriations limit, appropriations subject to limit, the amount of state aid apportionments and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit.

Attached is Gann Limit Worksheet which computes the four items listing above for West Kern Community College District. GC section 7910 requires community college districts to annually secure the approval of their local governing boards of the proposed appropriations limit.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable): Not applicable.

Approved: 

Dr. Debra Daniels, Superintendent/President

**CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
Fiscal Year 2020-21**

DISTRICT: WEST KERN CCD
DATE: May 13, 2020

I. 2020-21 Appropriations Limit:		
A. 2019-20 Appropriations Limit		\$ 53,429,607
B. 2020-21 Price Factor:	<u>1.0373</u>	
C. Population factor:		
1 2018-19 Second Period Actual FTES	<u>2,909.0400</u>	
2 2019-20 Second Period Actual FTES	<u>2,938.0000</u>	
3 2020-21 Population change factor (line C.2. divided by line C.1.)	<u>1.0100</u>	
D. 2019-20 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		\$ 55,976,757
E. Adjustments to increase limit:		
1 Transfers in of financial responsibility	_____	
2 Temporary voter approved increases	_____	
3 Total adjustments - increase		-
F. Adjustments to decrease limit:		
1 Transfers out of financial responsibility	_____	
2 Temporary voter approved increases	_____	
3 Total adjustments - decrease		-
G. 2020-21 Appropriations Limit		\$ 55,976,757
II. 2020-21 Appropriations Subject to Limit:		
A. State Aid ¹		\$ 19,604,669
B. State Subventions ²		7,178,444
C. Local Property taxes		
D. Estimated excess Debt Service taxes		
E. Estimated Parcel taxes, Square Foot taxes, etc.		
F. Interest on proceeds of taxes		
G. Less: Costs for Unreimbursed Mandates ³		
H. 2020-21 Appropriations Subject to Limit		\$ 26,783,113

¹ General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue

² Home Owners Property Tax Relief, Timber Yield Tax, etc...

³ Local Appropriations for Unreimbursed State, Court, and Federal Mandates

Date: May 27, 2020
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

2020-2021 Renewal of Statewide Association of Community Colleges (SWACC) Proforma for Property and Liability Insurance Coverage.

Background:

West Kern Community College District participates in the SWACC insurance program formed in 1986. SWACC serves as a property and liability insurance organization providing essential and affordable insurance services to community colleges throughout California. The premium for year 2019-2020 was \$144,864. The proposal for year 2020-2021 is \$145,140, a .2% increase over the prior year.

Terms (if applicable):

July 1, 2020 to June 30, 2021.

Expense (if applicable):

\$145,140.

Fiscal Impact Including Source of Funds (if applicable):

This expense is included in the 2020-2021 Administrative Services Budget and general revenue funds will be utilized.

Approved: 

Dr. Debra Daniels, Superintendent/President

PROFORMA

JULY 1, 2020 to JULY 1, 2021

ESTIMATED CONTRIBUTION /PREMIUM SUMMARY

SWACC COVERAGES	MEMBER RETAINED LIMIT/ DEDUCTIBLE	CONTRIBUTION/ PREMIUM
LIABILITY \$10,000,000 Limit Of Liability	\$5,000	\$91,957
PROPERTY \$250,250,000 Total Insured Values (TIV)	\$10,000	\$26,655
ELECTRONIC DATA PROCESSING EQUIPMENT \$0 Total Insured Values (TIV)	\$250	DECLINED
CRIME \$5,000,000 Employee Dishonesty/Faithful Performance	\$2,500	\$1,000
CYBER LIABILITY \$5,000,000 Security Breach Response Limit	\$75,000	\$1,609
EQUIPMENT BREAKDOWN \$100,000,000 Total Insured Values (TIV)	\$5,000	\$2,379
SUBTOTAL PROGRAM COSTS		\$123,600
EXCESS LIABILITY \$25,000,000 Excess Limit of Liability	\$10,000,000	\$13,733
EXCESS LIABILITY \$50,000,000 Excess Limit of Liability	\$25,000,000	\$4,847
TOTAL PROGRAM COSTS		\$142,180

LIABILITY		PROPERTY	
FTES	2,990	TIV:	\$78,181,879
EX MOD. - RETAINED	119.01 %	EX MOD. - RETAINED	77.65 %

Service Team:
Bradley Keenan, Assistant Vice President
Susan Langston, Senior Account Manager/Team Leader



Run Date: 05/27/2020 06:51 AM
Report Date: 05/27/2020 06:51 AM

PROFORMA

JULY 1, 2020 to JULY 1, 2021

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

Latest Real Property Appraisal Date	11/30/2014
Next Real Property Appraisal Date	11/30/2019

- PROGRAM COSTS	\$142,180
- RISK MANAGEMENT RESERVE *	\$ 2,960
- WETIP	DECLINED
TOTAL PROGRAM COSTS	\$145,140

* RESERVE = \$0.99 x 2,990 FTES

Accepted by: _____
Authorized District Representative

Title: _____
Authorized District Representative

Witnessed by: _____
Bradley Keenan

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WILL BIND COVERAGE.

Keenan is compensated for the various services it provides in connection with the management and administration of Statewide Association of Community Colleges (SWACC), including general administration, financial processing, claims administration, loss control, reporting, marketing, underwriting, brokerage (reinsurance and other coverages) and reinsurance/insurance services. The compensation paid to Keenan is approved by the governing board of SWACC and is included in the cost of member contributions. It is anticipated that the total compensation to be received by Keenan for these services for the 2020/2021 program year will not exceed 14.00% of total member contributions. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp.



Run Date: 05/27/2020 06:51 AM

Report Date: 05/27/2020 06:51 AM



**West Kern Community College District
Estimated Contribution/Premium Summary
July 1, 2020 to July 1, 2021
Member Retained Limit
Liability \$ 5,000 Property \$ 10,000**

Proforma Footnote Report

- 1. 2018/2019 FTES:** Full Time Equivalency Students (FTES) from the Chancellor's Office.

- 2. T.I.V. Property:** Total Insurable Values(T.I.V.) based upon Statement of Values as confirmed by the District (TIV for EDP and COC included, if applicable.)

- 3. T.I.V. - EDP:** EDP T.I.V. as confirmed by the District.

- 4. Liability:** FTES x adjusted SWACC rate.Does not consider Special Agency flat fees or Super Pool minimum contributions.

- 5. Excess Liability:** FTES x Excess Liability Rate + FTES x Reinsurance Liability Rate

- 6. Property:** TIV/\$100 x Property Rate

- 7. EDP:** EDP TIV/\$100 x EDP Rate

- 8. Crime:** FTES x Crime Rate

- 9. Cyber Liability:** FTES x Cyber Liability Rate

- 10. Equip Brkdn:** Equipment Breakdown (B&M) Property TIV/\$100 x Equipment Breakdown Rate

- 11. Program Total:** Sum of Liability, Excess Liability, Property, EDP, Crime, Cyber Liability and Equipment Breakdown.

Date: May 6, 2020
Submitted by: Xiaohong Li, Interim Executive Director of Information Technology
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Cisco Umbrella Insights Annual License Renewal

Background:

The Cisco Umbrella Insights is a DNS service that checks URLs to make sure that they are not blacklisted. Reports are received daily informing IT about blocked URLs. This service, renewed annually, continues to be an additional layer of protection from Malware and other security issues.

Terms (if applicable):

Software license renewal term dates are July 26, 2020 – July 25, 2021

Expense (if applicable):

The total cost of the annual renewal is \$4,212.00.

Fiscal Impact Including Source of Funds (if applicable):

This cost is included in the 2020 - 2021 IT budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



PRICE QUOTE

QUOTE ID: 508140
 Revision: 2
 CUSTOMER ID: 7476449
 QUOTE DATE: 06/02/2020
 QUOTE EXPIRES: 07/27/2020
 PAYMENT TERMS: Net 30 Days
 FOB: Port of Origin

120 S. Riverside
 Chicago, IL 60606
 312.705.9700

Project: Cisco Umbrella Renewal
 Attention: Dana Hicks
 Prepared for: West Kern Community College
 Dist.
 29 Cougar Court
 Taft, CA
 93268

Sales Person: Brett Bradford
 Phone: (312) 705-3294
 Email: bretbra@cdwg.com
 ISR: Stephanie Zamora
 Phone: (847) 465-6000
 Email: stezamo@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1		Subscription ID: Sub307140			
1-2		Renewal Dates: From 26-Jul-2020 To 25-Jul-2021 (1 year)			
1-3		UMBRELLA-MR-SUB			
1-4	1	UMBRELLA-MR-SUB	Umbrella Cloud Security Subscription	\$ -	\$ -
1-5	312	UMB-INSIGHTS-K9	Umbrella Insights	\$ 13.50	\$ 4,212.00
1-6	1	UMB-SUPT-B	Umbrella Support - Basic	\$ -	\$ -
1-7	1	CTR-CLOUD-LIC	Cisco Threat Response for bundling with XaaS Offers	\$ -	\$ -

Quote Total: \$ 4,212.00

CUSTOMER IS RESPONSIBLE TO PAY FREIGHT CHARGES. ESTIMATED OR ACTUAL FREIGHT CHARGES ARE NOT INCLUDED IN QUOTES (UNLESS SPECIFICALLY STATED). THIS QUOTE EXCLUDES SALES TAX (UNLESS SPECIFICALLY STATED). SALES AND SERVICES ARE GOVERNED BY THE SIGNED AGREEMENT YOU MAY HAVE WITH CDW. IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN THE "TERMS & CONDITIONS" LINK AT <http://www.cdw.com/content/terms-conditions/default.aspx>. BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. THIS DOCUMENT IS CONFIDENTIAL.

Date: May 26, 2020
Submitted by: Amanda Bauer, Executive Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

2020/2021 District Business Office Systems Agreement – KCSOS AGT # 21-0161

Background:

Quintessential School Systems (QSS) provides administrative software and consulting services for the K-12 education market. The QSS product line includes integrated modules that cover school business needs, including accounts payable, accounts receivable, benefits management, employee absence tracking, financial reports, fixed assets, general ledger, human resources reporting, payroll, personnel, position control, purchasing, retirement, and state & federal reporting. The Kern County Superintendent of Schools Office (KCSOS) currently uses QSS software to support the school districts in Kern County. The West Kern Community College District (The District), being considered fiscally dependent upon KCSOS, contracts with the County Office for QSS connections in order to use portions of the QSS software to facilitate the information sharing between themselves and KCSOS. The District utilizes QSS connections in the cashier's office and the payroll department. The cashier's office uses QSS for electronically reporting revenues received and deposited in to the County funds. The District is dependent upon KCSOS for payroll processing, and as such, all payroll information is entered directly into the QSS software.

Terms (if applicable):

July 1, 2020 to June 30, 2021

Expense (if applicable):

Quarterly payments of \$1,758.53 for an annual cost of \$7,034.12.

Fiscal Impact Including Source of Funds (if applicable):

This expense will be included in the 2020/21 Fiscal Services budget and general revenue funds will be utilized.

Approved: _____


Dr. Debra Daniels, Superintendent/President

May 15, 2020

Superintendent
West Kern Community College
29 Cougar Court
Taft, CA 93268

RE: DISTRICT BUSINESS OFFICE SERVICES AGREEMENT – KCSOS AGT #21-0161

Dear Superintendent:

Submitted for your signature are two (2) original copies of the above referenced contract/agreement.

- * Please sign or have the appropriate authorized person sign the enclosed agreement in **blue ink**.
- * Please complete the district information, **including transfer account**.
- * Keep one original contract for your records.
- * Return **one (1) signed original** to the address below no later than **June 15, 2020**.

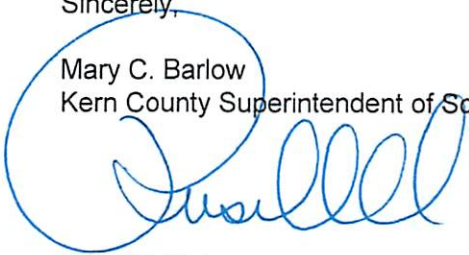
For questions or concern regarding this agreement, contact Linda Pickett at (661) 636-4653.

PLEASE RETURN SIGNED ORIGINAL TO:

Kern County Superintendent of Schools
Attn: Linda Pickett - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Priscilla Quinn
Assistant Superintendent
Administration, Finance & Accountability

MCB:PQ:lp
Enc.

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

District Business Office Systems Agreement
2020-2021

This agreement is entered into between the KERN COUNTY SUPERINTENDENT OF SCHOOLS (SUPERINTENDENT) and the WEST KERN COMMUNITY COLLEGE (DISTRICT). This agreement is in effect July 1 - June 30 and will automatically renew each fiscal year with same services unless SUPERINTENDENT is notified of requested changes in writing no later than September 15th of the current fiscal year.

SUPERINTENDENT shall not be liable to DISTRICT for any consequential damages resulting from Superintendent's inability or failure to provide the specified services, and DISTRICT's sole recourse for such inability or failure shall be an abatement of the costs to be charged, on a prorata basis.

Services:

1. Provide initial and ongoing training in the use of the QSS/OASIS system.
2. Provide access for various types of connections to the QSS/OASIS system.
3. Provide local support and assistance on the QSS/OASIS system.
4. Provide web based support and assistance for the QSS/OASIS system.

A. Connection cost for unlimited amount of users at all access levels:

WEST KERN COMM COLLEGE proportionate share of cost based on W-2 count of 832

Payment Amount	No. of Payments	Annual Cost
\$ 1,758.53 x	4	\$ 7,034.12

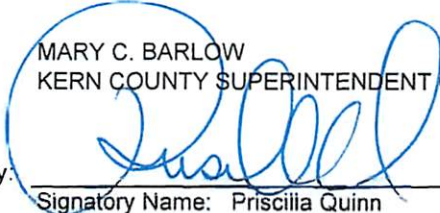
SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from DISTRICT Account Code: 11000-421-5645-67200

\$ 7,034.12
Section 1 Total

*5% Increase for FY 20/21 due to increase from vendor.

WEST KERN COMMUNITY COLLEGE
DISTRICT

By: _____
District Authorized Representative
Signatory Name:
Signatory Title:
Address: 29 Cougar Ct.
Taft, CA 93268

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
By: 
Signatory Name: Priscilla Quinn
Signatory Title: Assistant Superintendent
Address: 1300 17th St, Bakersfield, CA 93301
Account code: 01-315-0000-0-8677.00-0000-0000-00-0000-000

Date: _____

Date: 5/18/2020

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

District Business Office Systems Agreement
2020-2021

This agreement is entered into between the KERN COUNTY SUPERINTENDENT OF SCHOOLS (SUPERINTENDENT) and the WEST KERN COMMUNITY COLLEGE (DISTRICT). This agreement is in effect July 1 - June 30 and will automatically renew each fiscal year with same services unless SUPERINTENDENT is notified of requested changes in writing no later than September 15th of the current fiscal year.

SUPERINTENDENT shall not be liable to DISTRICT for any consequential damages resulting from Superintendent's inability or failure to provide the specified services, and DISTRICT's sole recourse for such inability or failure shall be an abatement of the costs to be charged, on a prorata basis.

Services:

1. Provide initial and ongoing training in the use of the QSS/OASIS system.
2. Provide access for various types of connections to the QSS/OASIS system.
3. Provide local support and assistance on the QSS/OASIS system.
4. Provide web based support and assistance for the QSS/OASIS system.

A. Connection cost for unlimited amount of users at all access levels:

WEST KERN COMM COLLEGE proportionate share of cost based on W-2 count of 832

Payment Amount	No. of Payments	Annual Cost
\$ 1,758.53 x	4	\$ 7,034.12

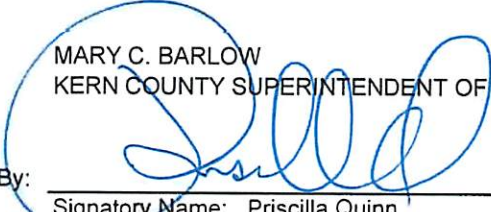
SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from DISTRICT Account Code:

_____ \$ 7,034.12
Section 1 Total

*5% Increase for FY 20/21 due to increase from vendor.

WEST KERN COMMUNITY COLLEGE
DISTRICT

By: _____
District Authorized Representative
Signatory Name:
Signatory Title:
Address: 29 Cougar Ct.
Taft, CA 93268

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
By: 
Signatory Name: Priscilla Quinn
Signatory Title: Assistant Superintendent
Address: 1300 17th St, Bakersfield, CA 93301
Account code: 01-315-0000-0-8677.00-0000-0000-00-0000-000

Date: _____

Date: 5/18/2020

Date: April 30, 2020
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: June 10, 2020

Title of Board Item:

Vehicle Maintenance Agreement renewal with the Taft City School District.

Background:

Taft City School District provides vehicle maintenance services to West Kern Community College District.

Terms (if applicable):

July 1, 2020 - June 30, 2021

Expense (if applicable):

The cost for 2020/21 will be \$71.00 per hour, with a minimum ½ hour charge for work performed on any vehicle.

Fiscal Impact Including Source of Funds (if applicable):

These funds were included and approved in the 2020/21 transportation budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

**VEHICLE MAINTENANCE AGREEMENT
2020-21**

This Agreement is entered into between **West Kern Community College District** (Taft College) and the Taft City School District ("TCSD"), both of Kern County California.

RECITALS

- A. The parties are both public school agencies.
- B. Pursuant to Government Code sections 6500 and following, the parties intend to jointly exercise their common authority to inspect, service and repair vehicles owned or leased by the parties for performance of their respective official functions.
- C. TCSD has the capacity, and is willing to provide services as specified below to Taft College on the terms and conditions outlined in the Agreement.
- D. TCSD will serve at the agency by whose powers this joint exercise of powers is exercised.

TERMS

- 1. TCSD will, to the extent feasible after having first met its own needs for the services described below:
 - A. Inspect, service and repair vehicles owned or leased by Taft College, including cars, trucks, vans and school buses, to the same standards as apply to TCSD's own vehicles, including all standards required by law for school buses.
 - B. Invoice Taft College on a monthly basis.

- 1. Taft College will:
 - A. At its discretion, deliver to TCSD's designated service facility those vehicles that Taft College wishes to be inspected, serviced or repaired.
 - B. Pay promptly, after receipt of monthly invoices as follows:
 - 1. TCSD's certified costs for parts and supplies (such as lubricants).
 - 2. Labor charges at **\$71.00** per hour, with a minimum ½ hour charge for work performed on any vehicle.
 - 3. Services will be provided at TCSD's facilities. However, TCSD agrees that, to the extent its employees are required to enter Taft College's school sites to perform services (including vehicle pick up and delivery) under this Agreement, TCSD's employees will be under the direct supervision of Taft College's employees at all times and will comply with Taft College's directions reasonably designated to insure the TCSD's employees will have limited contact with Taft College's students while they are on Taft College's sites. This provision is not intended to insure the safety of Taft College's pupils while they are transported by Taft College's employees in Taft College's vehicles.

4. The terms of this Agreement is **July 1, 2020** through **June 30, 2021**.
Either party may terminate this Agreement on 30 days' written notice to the other, delivered to their respective district offices.

TAFT CITY SCHOOL DISTRICT

**WEST KERN COMMUNITY
COLLEGE DISTRICT (TAFT
COLLEGE)**

BY: *Aten by*
Authorized Agent

BY: _____
Authorized Agent

DATE: *5/6/20*

DATE: _____

Taft College Check Register Report

01-May-20 through 31-May-20

FY 19-20

78047603	05/05/2020	A00288646	Amazon Web Services, Inc.	I0061882	44601464	11000	113	5644	67801	664.98	
78047604	05/05/2020	A00200112	BSK & Associates, Inc.	I0061860	0090708	42350	000	5510	71002	1,703.68	
78047605	05/05/2020	A00200119	C.A. Reding Company, Inc.	I0061865	552984	11000	224	4318	60200	129.98	
78047606	05/05/2020	A00283035	CCLC	I0061881	10931	12477	203	5642	61200	20,865.87	
78047607	05/05/2020	A00201051	Central Sanitary Supply	I0061870	1052237	11000	431	4310	65300	1,288.01	
78047608	05/05/2020	A00283264	Frontier California Inc.	I0061857	79000428	11000	431	5840	65700	1,012.37	
78047609	05/05/2020	A00283264	Frontier California Inc.	I0061858	77000428	11000	431	5840	65700	1,009.79	
78047610	05/05/2020	A00283264	Frontier California Inc.	I0061864	13580422	31000	423	5840	69100	56.10	
78047611	05/05/2020	A00200620	Geary Pacific Supply	I0061861	4214227	11000	431	4312	65100	186.82	
78047612	05/05/2020	A00200655	Henry Schein, Inc.	I0061859	75178448	11000	205	4311	12042	594.36	
78047613	05/05/2020	A00280910	Independent Living Center of	I0061871	6235	39000	314	4310	64991	130.00	
78047614	05/05/2020	A00253920	Mancomm, Inc.	I0061876	445581	31000	423	4110	69100	419.60	
						31000	423	5940	69100	64.89	
78047615	05/05/2020	A00295928	Mike's Fencing, Inc.	I0061863	61596	11000	431	6120	69614	3,490.00	
78047616	05/05/2020	A002858200	'Connor Construction Manage	I0061872	36010	43100	000	5510	71002	1,280.00	
78047617	05/05/2020	A00200498	Office Depot	I0061866	46068563	11000	411	4310	67300	188.67	
78047618	05/05/2020	A00202968	San Joaquin Chemicals, Inc.	I0061874	131183	11000	431	5641	65100	1,175.00	
78047619	05/05/2020	A00200393	Sparkletts	I0061868	041020	31000	423	4321	69100	6.99	
78047620	05/05/2020	A00200396	Spurr	I0061855	106055	11000	431	5820	65700	4,291.81	
							35827	357	5820	69700	612.87
							33428	310	5820	69200	87.06
							33528	310	5820	69200	87.05
							33588	310	5820	69200	87.05
78047621	05/05/2020	A00237176	SSD Systems	I0061867	R-001838	31000	423	5880	69100	59.34	
				I0061869	S-010215	35000	360	5880	67701	178.43	
78047622	05/05/2020	A00211077	Strata Information Group	I0061862	33121	11000	358	5510	62100	9,051.49	
						11000	358	5510	62100	1,572.50	
				I0061880	35666	12569	353	5510	64600	425.00	
78047623	05/05/2020	A00200423	Taft City School District	I0061877	20-118	11000	432	5632	65500	149.40	
78047624	05/05/2020	A00255644	U.S. Bank Equipment Finance	I0061883	41183390	11000	224	5971	60200	33.07	
						12560	223	5971	60103	92.82	
						11000	205	5971	12042	110.58	
						12477	203	5971	61200	160.86	
						11000	431	5971	65100	17.48	
						11000	207	5971	49999	50.82	
78047624	05/05/2020	A00255644	U.S. Bank Equipment Finance	I0061883	41183390	11000	202	5971	60100	240.72	
						11000	110	5971	66003	85.10	
						11000	202	5971	60100	85.10	
						11000	114	5971	66005	85.10	
						11000	202	5971	60100	73.70	
						11000	421	5971	67200	58.43	
						11000	401	5971	67200	12.99	
						11000	411	5971	67300	58.43	
						39000	314	5971	64991	852.47	
						12551	353	5971	64600	97.13	
						11000	301	5971	64500	97.13	
						11000	302	5971	63100	97.13	
						11000	358	5971	62100	97.13	
						11000	421	5971	67200	25.29	
						31000	423	5971	69100	777.78	
						11000	401	5971	67200	767.19	

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					11000	401	5971	67200	1,324.42	
					33428	310	5971	69200	7.90	
					33528	310	5971	69200	7.90	
					33588	310	5971	69200	36.86	
78047625	05/05/2020	A00210209	ULINE	I0061875	11743546	31000	423	4321	69100	632.77
						31000	423	5940	69100	105.90
78047626	05/05/2020	A00200309	United Refrigeration, Inc.	I0061852	1118257	11000	431	4312	65100	39.52
						11000	431	5940	65100	15.00
78047627	05/05/2020	A00309477	VoiceThread LLC	I0061873	109391	12653	301	5642	63900	4,500.00
78047628	05/05/2020	A00317777	Watermark Insights LLC	I0061856	SC-0283	12582	301	5642	67800	10,000.00
78047629	05/05/2020	A00294733	West Kern Adult Education Ne	I0061878	04302020	12603	125	7410	73100	69,386.00
78047629	05/05/2020	A00294733	West Kern Adult Education Ne	I0061879	04302020	12603	125	7410	73100	1.00
78047630	05/05/2020	A00200355	West Kern Water District	I0061853	042320	12560	223	5810	09565	68.00
78047631	05/05/2020	A00200355	West Kern Water District	I0061854	031820	12560	223	5810	09565	68.00
78047632	05/07/2020	A00294583	Cartwright, Malissa M.	S0049205		11000		9526		350.00
78047633	05/07/2020	A00300209	Clay, Jazmine C.	S0049206		11000		9526		350.00
78047634	05/07/2020	A00302452	Curry, Sarah R.	S0049207		11000		9526		350.00
78047635	05/07/2020	A00307860	Gasga, Maria E.	S0049208		11000		9526		350.00
78047636	05/07/2020	A00293054	Lindsay, Magenta	S0049209		11000		9526		350.00
78047637	05/07/2020	A00230005	Morse, Rachel E.	S0049210		11000		9526		350.00
78047638	05/07/2020	A00297372	Orozco, Breanna N.	S0049211		11000		9526		350.00
78047639	05/07/2020	A00242661	Penas, Katelynn G.	S0049212		11000		9526		350.00
78047640	05/07/2020	A00300239	Romero, Monica R.	S0049213		11000		9526		350.00
78047641	05/07/2020	A00285580	Sanchez, Anaruth M.	S0049214		11000		9526		350.00
78047642	05/07/2020	A00022228	Scott, Susan C.	S0049215		11000		9526		350.00
78047643	05/07/2020	A00292258	Sepeda, Martha O.	S0049216		11000		9526		350.00
78047644	05/07/2020	A00203737	Waldon, Tona S.	S0049217		11000		9526		350.00
78047645	05/14/2020	A00200023	Abate-A-Weed	I0061908	889722	11000	431	5633	65500	3,833.28
78047646	05/14/2020	A00292936	Albertson's LLC	I0061894	17769004	33429	310	4410	69250	196.65
78047647	05/14/2020	A00200052	AP Architects	I0061933	11689	42350	000	5510	71003	15,645.08
						11000	401	5510	71004	856.25
78047648	05/14/2020	A00202445	AT&T Mobility	I0061922	041820	39000	314	5840	64991	187.48
78047649	05/14/2020	A00015850	Berry, Wendy J.	I0061934	051320	11000	209	4311	04014	462.63
78047650	05/14/2020	A00075823	Binkley, Everett L.	I0061928	JUN 20	39000	314	5610	64991	1,746.00
78047651	05/14/2020	A00200105	Brandco	I0061923	22651	11000	431	4320	65100	11.42
78047652	05/14/2020	A00200107	Bright House Networks	I0061918	050420	12560	223	5645	09565	311.93
78047653	05/14/2020	A00200107	Bright House Networks	I0061924	050220	35819	357	5890	69700	112.02
78047654	05/14/2020	A00200107	Bright House Networks	I0061937	04/19/20	39000	314	5830	64991	94.98
78047655	05/14/2020	A00200107	Bright House Networks	I0061938	04-19-20	39000	314	5830	64991	74.99
78047656	05/14/2020	A00200107	Bright House Networks	I0061940	041220	39000	314	5830	64991	74.99
78047657	05/14/2020	A00200107	Bright House Networks	I0061941	041520	39000	314	5830	64991	74.99
78047658	05/14/2020	A00200107	Bright House Networks	I0061942	04.19.20	39000	314	5830	64991	63.00
78047659	05/14/2020	A00200107	Bright House Networks	I0061943	050620	39000	314	5830	64991	74.99
78047660	05/14/2020	A00200109	Brown & Reich Petroleum, Inc	I0061897	14113	11000	431	4316	65500	5.30
						11000	432	4316	65300	7.42
						11000	432	4316	65500	21.19
						11000	432	4316	67703	31.78
						11000	432	4316	65100	21.19
78047661	05/14/2020	A00200119	C.A. Reding Company, Inc.	I0061911	552637	31000	423	4318	69100	4.26
78047662	05/14/2020	A00257716	Capitol Public Finance Group	I0061963	2020-194	11000	401	5510	67200	2,145.00
78047663	05/14/2020	A00200161	CDW-G	I0061889	XRG2680	11000	113	6415	67801	299.25

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			I0061916	XRH9349	11000	431	6415	65100	2,753.77
			I0061935	XSP6331	11000	210	6415	21056	105.32
78047664	05/14/2020	A00201051Central Sanitary Supply	I0061960	1040694	33428	310	4310	69200	531.00
					33528	310	4310	69200	531.01
					33588	310	4310	69200	531.01
78047665	05/14/2020	A00313072Colombo Construction Co., In	I0061932	PAY REQ	43100	000	6211	71003	727,282.16
78047666	05/14/2020	A00200228Dave's Glass Shop	I0061896	1120	11000	431	5631	65100	236.44
78047667	05/14/2020	A00265229DK&M Property	I0061929	JUN 20	39000	314	5610	64991	3,388.00
78047668	05/14/2020	A00300363EMD Millipore Corp.	I0061903	9384580	11000	205	4311	12042	197.43
					12651	205	4311	12042	372.80
78047669	05/14/2020	A00214919Evisions, Inc.	I0061892	INV10033	11000	113	5642	67801	2,304.50
					11000	421	5642	67200	2,304.50
					11000	202	5642	60100	2,304.50
					11000	301	5642	64500	2,304.50
78047670	05/14/2020	A00200308Federal Express Corporation	I0061920	6-994-92	11000	401	5940	67705	25.35
78047671	05/14/2020	A00283264Frontier California Inc.	I0061906	57030507	11000	431	5840	65700	146.90
78047672	05/14/2020	A00201160Hall Silveira, Margaret M.	I0061955	051120	12375	310	4310	69200	632.00
78047673	05/14/2020	A00200655Henry Schein, Inc.	I0061900	76557342	12651	204	4311	12042	479.96
					11000	205	4311	12042	281.38
			I0061902	76489760	11000	205	4311	12042	335.40
			I0061950	76921185	11000	205	4311	12042	758.60
78047674	05/14/2020	A00273042Hernandez, Alfred M.	I0061958	05062020	11999	000	7412	73900	460.00
78047675	05/14/2020	A00224086inContact, Inc.	I0061905	6573818	11000	431	5840	65100	175.25
					11000	431	5840	65700	1,417.91
78047676	05/14/2020	A00200704Karwoski, John	I0061921	MAY 20	42350	000	5510	71002	10,920.00
78047677	05/14/2020	A00289331Lemus, Yailene A.	I0061957	05062020	11999	000	7412	73900	192.00
78047678	05/14/2020	A00231843Lowe, Breanna K.	I0061954	05062020	11999	000	7412	73900	645.00
78047679	05/14/2020	A00294618McNeil and Associates, LLC	I0061888	27	11000	110	5510	66003	3,150.00
78047680	05/14/2020	A00230005Morse, Rachel E.	I0061912	043020	12000	303	7606	73200	85.00
78047681	05/14/2020	A00200498Office Depot	I0061884	48647249	11000	358	4310	62100	386.08
			I0061885	46613328	11000	209	4313	17016	155.50
			I0061886	48065010	11000	209	4310	04012	64.47
					11000	209	6415	04012	0.01
			I0061887	48331314	11000	209	4310	04013	111.12
			I0061898	48492336	11000	306	4310	49306	77.31
78047682	05/14/2020	A00200508P. G. & E.	I0061919	050120	11000	431	5830	65700	10,413.63
78047683	05/14/2020	A00200508P. G. & E.	I0061939	041220	39000	314	5830	64991	54.41
78047684	05/14/2020	A00200508P. G. & E.	I0061944	042920	39000	314	5830	64991	141.79
78047685	05/14/2020	A00200508P. G. & E.	I0061945	04/29/20	39000	314	5830	64991	25.41
78047686	05/14/2020	A00200508P. G. & E.	I0061946	05/01/20	39000	314	5830	64991	39.74
78047687	05/14/2020	A00200508P. G. & E.	I0061947	040220	39000	314	5830	64991	35.65
78047688	05/14/2020	A00200508P. G. & E.	I0061948	04/02/20	39000	314	5830	64991	9.55
78047689	05/14/2020	A00306362Sakowski, Matthew S.	I0061956	05062020	11999	000	7412	73900	138.00
78047690	05/14/2020	A00202968San Joaquin Chemicals, Inc.	I0061952	131333	11000	431	5641	65100	822.50
78047691	05/14/2020	A00200393Sparkletts	I0061891	042420	11000	223	4410	60103	4.00
78047692	05/14/2020	A00200393Sparkletts	I0061895	043020	11000	301	5810	64500	4.00
78047693	05/14/2020	A00200393Sparkletts	I0061899	04/30/20	11000	205	5641	12042	23.74
78047694	05/14/2020	A00200393Sparkletts	I0061901	041620	11000	306	4310	49306	9.99
78047695	05/14/2020	A00200393Sparkletts	I0061927	04-30-20	11000	113	4310	67801	4.00
78047696	05/14/2020	A00211077Strata Information Group	I0061904	35667	12582	301	5510	67800	1,062.50
78047697	05/14/2020	A00200423Taft City School District	I0061962	20-113	39000	314	4310	64991	216.09

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78047698	05/14/2020	A00200425	Taft College	I0061910	444	12000	314	5632	64991	138.00
78047699	05/14/2020	A00259618	Taft College ASB General	I0061893	050620	11000	000	7211	00000	300.00
78047700	05/14/2020	A00200862	Taft College Bookstore	I0061909	4257	12000	303	5950	64300	11.42
78047701	05/14/2020	A00312691	TC State Financial Aid Clear	I0061959	051120	11000	353	7130	64600	644.00
78047702	05/14/2020	A00256341	Terminix	I0061936	39621969	33428	310	5860	69200	153.66
						33528	310	5860	69200	153.67
						33588	310	5860	69200	153.67
78047703	05/14/2020	A00302722	Time Warner Cable	I0061925	050120	35827	357	5890	69700	1,052.60
78047704	05/14/2020	A00302722	Time Warner Cable	I0061926	05/01/20	35819	357	5890	69700	820.00
						35814	357	5890	69700	894.02
78047705	05/14/2020	A00200282	True Value Home Center	I0061917	425534	11000	431	4310	65100	15.63
						11000	431	4310	65500	407.47
						423006	310	4310	69200	166.88
78047706	05/14/2020	A00200338	Verizon Wireless	I0061890	98533451	11000	113	5840	67801	76.02
						12551	353	6415	64600	38.01
78047707	05/14/2020	A00200338	Verizon Wireless	I0061914	98533480	11000	431	5840	65100	96.06
78047708	05/14/2020	A00200338	Verizon Wireless	I0061949	98536407	11000	357	5840	69700	153.78
78047709	05/14/2020	A00271491	Watkins, Sherrie D.	I0061930	JUN 20	39000	314	5610	64991	1,310.00
78047710	05/14/2020	A00200355	West Kern Water District	I0061907	050720	11000	431	5810	65700	225.88
						39000	314	5810	64991	46.26
78047711	05/14/2020	A00200355	West Kern Water District	I0061951	05/07/20	33428	310	5810	69200	26.51
						33528	310	5810	69200	26.50
						33588	310	5810	69200	26.50
78047712	05/14/2020	A00291286	Westbrook, Denette M.	I0061953	05062020	11999	000	7412	73900	50.00
78047713	05/14/2020	A00201081	Westside Waste Management Co	I0061915	05100363	11000	431	5850	65100	170.38
78047714	05/14/2020	A00073955	White, Brian L.	I0061931	JUN 20	39000	314	5610	64991	1,400.00
78047715	05/14/2020	A00308504	Wright Express FSC	I0061913	64997524	11000	432	4316	67703	46.27
78047716	05/22/2020	A00285759	Abney, Alyssa R.	S0049218		11000		9526		146.00
78047717	05/22/2020	A00307639	Acosta, Genesis	S0049219		11000		9526		46.00
78047718	05/22/2020	A00284886	Aguilar, Anthony J.	S0049220		11000		9526		184.00
78047719	05/22/2020	A00283699	Alcala, Teayana S.	S0049221		11000		9526		96.00
78047720	05/22/2020	A00305538	Alcantar, Jorge M.	S0049222		11000		9526		96.00
78047721	05/22/2020	A00270137	Alexander, Latalia P.	S0049464		11000		9526		75.00
78047722	05/22/2020	A00294530	Allredge, Rachel N.	S0049223		11000		9526		96.00
78047723	05/22/2020	A00287927	Alvarez-Valerio, Angela	S0049465		11000		9526		75.00
78047724	05/22/2020	A00024117	Anderson, Laticia N.	S0049224		11000		9526		320.00
78047725	05/22/2020	A00306511	Andrade Arroyo, Andrea	S0049225		11000		9526		73.00
78047726	05/22/2020	A00284769	Avila, Stacie L.	S0049466		11000		9526		50.00
78047727	05/22/2020	A00305826	Ayon, Delia M.	S0049226		11000		9526		71.00
78047728	05/22/2020	A00292343	Baldwin, Sandra L.	S0049227		11000		9526		118.00
78047729	05/22/2020	A00297553	Barbour, Ashley C.	S0049228		11000		9526		121.00
78047730	05/22/2020	A00300023	Barragan, Hillary C.	S0049229		11000		9526		100.00
78047731	05/22/2020	A00303310	Berry, Teerica S.	S0049230		11000		9526		96.00
78047732	05/22/2020	A00202116	Blass, Andres	S0049231		11000		9526		175.00
78047733	05/22/2020	A00211204	Bravo, Esperanza	S0049232		11000		9526		118.00
78047734	05/22/2020	A00250346	Bravo, Maria G.	S0049233		11000		9526		120.00
78047735	05/22/2020	A00248990	Brogdin, Samantha M.	S0049234		11000		9526		71.00
78047736	05/22/2020	A00300133	Brown, Taylor P.	S0049235		11000		9526		71.00
78047737	05/22/2020	A00294449	Burell, James W.	S0049236		11000		9526		736.00
78047738	05/22/2020	A00286304	Cain, Lacy R.	S0049237		11000		9526		98.00

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78047739	05/22/2020	A00297584	Campos, Eberardo	S0049238	11000	9526	75.00
78047740	05/22/2020	A00287219	Campos, Estrella D.	S0049239	11000	9526	150.00
78047741	05/22/2020	A00294583	Cartwright, Malissa M.	S0049240	11000	9526	146.00
78047742	05/22/2020	A00306948	Casas, Vanessa	S0049241	11000	9526	50.00
78047743	05/22/2020	A00307388	Casillas, Britney	S0049242	11000	9526	71.00
78047744	05/22/2020	A00294681	Cauley, Jasmine	S0049243	11000	9526	73.00
78047745	05/22/2020	A00311819	Cervantes, Valeria	S0049467	11000	9526	75.00
78047746	05/22/2020	A00298526	Chavez-Sanchez, Alondra A.	S0049244	11000	9526	120.00
78047747	05/22/2020	A00302042	Chavez-Sanchez, Daisy D.	S0049245	11000	9526	148.00
78047748	05/22/2020	A00250779	Cibrian, Claudia Y.	S0049246	11000	9526	148.00
78047749	05/22/2020	A00282280	Cisneros, Alondra	S0049247	11000	9526	96.00
78047750	05/22/2020	A00256943	Cisneros, Tina M.	S0049248	11000	9526	230.00
78047751	05/22/2020	A00313641	Clark, Katie	S0049249	11000	9526	552.00
78047752	05/22/2020	A00300209	Clay, Jazmine C.	S0049250	11000	9526	50.00
78047753	05/22/2020	A00279603	Clendenen, Chad M.	S0049251	11000	9526	456.00
78047754	05/22/2020	A00295936	Clinton, Taylor N.	S0049468	11000	9526	75.00
78047755	05/22/2020	A00285161	Contreras Salgado, Teresa	S0049252	11000	9526	71.00
78047756	05/22/2020	A00305225	Corona Martinez, Jasmin	S0049253	11000	9526	100.00
78047757	05/22/2020	A00308107	Corral, Rosa J.	S0049254	11000	9526	73.00
78047758	05/22/2020	A00303469	Correa, Cinthya G.	S0049255	11000	9526	75.00
78047759	05/22/2020	A00244694	Cortez, Patricia L.	S0049256	11000	9526	175.00
78047760	05/22/2020	A00062522	Cox, Barbara A.	S0049469	11000	9526	150.00
78047761	05/22/2020	A00306802	Cox, Hannah P.	S0049257	11000	9526	46.00
78047762	05/22/2020	A00306490	Cristabal, Jessica	S0049258	11000	9526	73.00
78047763	05/22/2020	A00286363	Cuatianquiz Tlachi, Mirelly	S0049259	11000	9526	98.00
78047764	05/22/2020	A00302452	Curry, Sarah R.	S0049260	11000	9526	835.63
78047765	05/22/2020	A00293913	De Los Garzas, Adrianna C.	S0049261	11000	9526	71.00
78047766	05/22/2020	A00286377	Dennis, Kendra L.	S0049262	11000	9526	120.00
78047767	05/22/2020	A00295000	Dominguez, Ana L.	S0049263	11000	9526	175.00
78047768	05/22/2020	A00307047	Escandon, Unique N.	S0049264	11000	9526	71.00
78047769	05/22/2020	A00308098	Espinoza, Elijah J.	S0049265	11000	9526	71.00
78047770	05/22/2020	A00305722	Espinoza, Magali	S0049266	11000	9526	50.00
78047771	05/22/2020	A00300986	Espinoza, Stepfanie E.	S0049267	11000	9526	100.00
78047772	05/22/2020	A00306887	Espudo, Maria A.	S0049268	11000	9526	73.00
78047773	05/22/2020	A00068733	Esquibel-Collins, Joanne N.	S0049269	11000	9526	75.00
78047774	05/22/2020	A00316573	Estrada, Alek R.	S0049270	11000	9526	552.00
78047775	05/22/2020	A00257977	Evertse, Angela D.	S0049271	11000	9526	120.00
78047776	05/22/2020	A00283194	Evertse, Ryan B.	S0049272	11000	9526	100.00
78047777	05/22/2020	A00309479	Figueroa, Isaiah A.	S0049273	11000	9526	75.00
78047778	05/22/2020	A00305527	Flores, Julisa I.	S0049274	11000	9526	71.00
78047779	05/22/2020	A00300590	Flores, Zulma	S0049275	11000	9526	50.00
78047780	05/22/2020	A00080430	Forste, Joseph A.	S0049276	11000	9526	73.00
78047781	05/22/2020	A00288035	Freeny, Clorisa	S0049277	11000	9526	75.00
78047782	05/22/2020	A00289315	Frias Garcia, Jennifer F.	S0049278	11000	9526	100.00
78047783	05/22/2020	A00300366	Galindo Rodriguez, Pamela	S0049279	11000	9526	71.00
78047784	05/22/2020	A00305762	Galvan, Desiree A.	S0049280	11000	9526	71.00
78047785	05/22/2020	A00295716	Gama, Marvin	S0049470	11000	9526	75.00
78047786	05/22/2020	A00286864	Gamez Gill, Gloria N.	S0049281	11000	9526	120.00
78047787	05/22/2020	A00293627	Gamino, Yolanda	S0049282	11000	9526	73.00
78047788	05/22/2020	A00296806	Gandara, Uriel	S0049283	11000	9526	120.00
78047789	05/22/2020	A00288705	Garcia, Esmeralda R.	S0049284	11000	9526	75.00

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78047790	05/22/2020	A00263306	Garcia, Maria C.	S0049285	11000	9526	150.00
78047791	05/22/2020	A00316342	Garcia, Merissa J.	S0049286	11000	9526	46.00
78047792	05/22/2020	A00306713	Garcia, Tanya L.	S0049287	11000	9526	73.00
78047793	05/22/2020	A00304045	Garcia, Vanessa L.	S0049471	11000	9526	100.00
78047794	05/22/2020	A00310088	Garcia Cruz, Juliet	S0049288	11000	9526	71.00
78047795	05/22/2020	A00303172	Garcia Valdez, Efrain	S0049289	11000	9526	96.00
78047796	05/22/2020	A00287216	Garza, Sabrina A.	S0049472	11000	9526	100.00
78047797	05/22/2020	A00307860	Gasga, Maria E.	S0049290	11000	9526	810.63
78047798	05/22/2020	A00291626	Gill, Harneet K.	S0049291	11000	9526	460.00
78047799	05/22/2020	A00298696	Gonzales, Chrystal M.	S0049292	11000	9526	71.00
78047800	05/22/2020	A00286861	Gonzales, Patrick S.	S0049293	11000	9526	50.00
78047801	05/22/2020	A00292334	Gonzalez, Estelle	S0049473	11000	9526	100.00
78047802	05/22/2020	A00305605	Gonzalez, Guadalupe	S0049294	11000	9526	73.00
78047803	05/22/2020	A00007846	Gonzalez, Maria	S0049295	11000	9526	100.00
78047804	05/22/2020	A00297810	Gonzalez, Martha E.	S0049296	11000	9526	71.00
78047805	05/22/2020	A00294520	Gonzalez, Perla C.	S0049297	11000	9526	96.00
78047806	05/22/2020	A00303782	Gonzalez, Raven M.	S0049298	11000	9526	71.00
78047807	05/22/2020	A00303592	Gray, Jessika M.	S0049299	11000	9526	48.00
78047808	05/22/2020	A00307017	Green, Christopher	S0049300	11000	9526	46.00
78047809	05/22/2020	A00296331	Guerrero, Annessa N.	S0049301	11000	9526	71.00
78047810	05/22/2020	A00309335	Guerrero, Juan A.	S0049302	11000	9526	71.00
78047811	05/22/2020	A00256138	Guilin, Brenda G.	S0049303	11000	9526	71.00
78047812	05/22/2020	A00211087	Guitron Diaz, Jeanette	S0049304	11000	9526	75.00
78047813	05/22/2020	A00289498	Gutierrez, Rosalinda	S0049305	11000	9526	100.00
78047814	05/22/2020	A00290994	Guzman, Cristal	S0049474	11000	9526	50.00
78047815	05/22/2020	A00294395	Harris, Destiny M.	S0049306	11000	9526	96.00
78047816	05/22/2020	A00272459	Haswell, Dawn M.	S0049307	11000	9526	73.00
78047817	05/22/2020	A00310551	Hayn-Hiton, Leilani A.	S0049308	11000	9526	120.00
78047818	05/22/2020	A00279326	Heath, Chyanne M.	S0049475	11000	9526	100.00
78047819	05/22/2020	A00250794	Hernandez, Brittany	S0049309	11000	9526	71.00
78047820	05/22/2020	A00308476	Hernandez, Joseph C.	S0049310	11000	9526	75.00
78047821	05/22/2020	A00304210	Hernandez, Laura	S0049311	11000	9526	96.00
78047822	05/22/2020	A00311542	Hernandez Lara, Jasmine	S0049312	11000	9526	71.00
78047823	05/22/2020	A00268809	Hill, Regina K.	S0049313	11000	9526	96.00
78047824	05/22/2020	A00078971	Hodges, Yalonda D.	S0049314	11000	9526	2.00
78047825	05/22/2020	A00039800	Hopkins, Tiffany	S0049315	11000	9526	2.00
78047826	05/22/2020	A00272785	Howard, Susan R.	S0049316	11000	9526	75.00
78047827	05/22/2020	A00305596	Huizar, Diana	S0049317	11000	9526	75.00
78047828	05/22/2020	A00290727	Huizar, Elizabeth	S0049476	11000	9526	75.00
78047829	05/22/2020	A00281132	Jarrar, Ferris I.	S0049318	11000	9526	120.00
78047830	05/22/2020	A00294298	Jimenez, Judy M.	S0049319	11000	9526	100.00
78047831	05/22/2020	A00308837	Jimenez, Virginia T.	S0049320	11000	9526	75.00
78047832	05/22/2020	A00279376	Johnston, Austin C.	S0049477	11000	9526	75.00
78047833	05/22/2020	A00289055	Justo, Lizbeht	S0049478	11000	9526	75.00
78047834	05/22/2020	A00300338	Kates, Quentin E.	S0049321	11000	9526	46.00
78047835	05/22/2020	A00305123	Keene, Colleen L.	S0049322	11000	9526	1,148.00
78047836	05/22/2020	A00306420	Kinsella, Jennifer L.	S0049323	11000	9526	550.00
78047837	05/22/2020	A00290092	Kirby, Makayla L.	S0049324	11000	9526	175.00
78047838	05/22/2020	A00297872	Kretsinger, Darek M.	S0049325	11000	9526	506.00
78047839	05/22/2020	A00298444	Lane, Jordyn R.	S0049326	11000	9526	71.00
78047840	05/22/2020	A00307629	Leal Ruiz, Efrain	S0049327	11000	9526	46.00

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78047841	05/22/2020	A00293054	Lindsay, Magenta	S0049328	11000	9526	833.63
78047842	05/22/2020	A00274279	Livingston, Jazzmen V.	S0049329	11000	9526	75.00
78047843	05/22/2020	A00280627	Llamas, Alyssa C.	S0049479	11000	9526	75.00
78047844	05/22/2020	A00297614	Lopez, Gabriel A.	S0049330	11000	9526	96.00
78047845	05/22/2020	A00312373	Lopez, Johanna	S0049331	11000	9526	148.00
78047846	05/22/2020	A00282066	Lopez, Samvel Z.	S0049332	11000	9526	276.00
78047847	05/22/2020	A00297697	Lopez Agundez, Abigail R.	S0049480	11000	9526	75.00
78047848	05/22/2020	A00294465	Lovett, Danielle M.	S0049333	11000	9526	50.00
78047849	05/22/2020	A00315180	Lowrimore, Ashley G.	S0049334	11000	9526	644.00
78047850	05/22/2020	A00289168	Lozano, German	S0049335	11000	9526	120.00
78047851	05/22/2020	A00298586	Luevano, Juan P.	S0049336	11000	9526	73.00
78047852	05/22/2020	A00286904	Luevano Flores, Edwin A.	S0049337	11000	9526	150.00
78047853	05/22/2020	A00021311	Lyon, Tabetha R.	S0049338	11000	9526	100.00
78047854	05/22/2020	A00274211	Magana, Maria J.	S0049339	11000	9526	73.00
78047855	05/22/2020	A00288522	Mansfield, Taylor	S0049340	11000	9526	116.00
78047856	05/22/2020	A00291974	Martinez, Elizabeth Z.	S0049341	11000	9526	146.00
78047857	05/22/2020	A00305253	Martinez, Eric A.	S0049342	11000	9526	46.00
78047858	05/22/2020	A00228308	Martinez, Miriam	S0049343	11000	9526	71.00
78047859	05/22/2020	A00287708	Martinez, Nicole R.	S0049344	11000	9526	73.00
78047860	05/22/2020	A00263891	Martinez Ceballos, Diego A.	S0049345	11000	9526	100.00
78047861	05/22/2020	A00296618	Matias, Andrew A.	S0049346	11000	9526	148.00
78047862	05/22/2020	A00026482	McCaslin, Yvette	S0049347	11000	9526	71.00
78047863	05/22/2020	A00297662	McRedmond, Nicole F.	S0049348	11000	9526	322.00
78047864	05/22/2020	A00289661	Medina, Hailey R.	S0049349	11000	9526	75.00
78047865	05/22/2020	A00306450	Mejia Cruz, Anayeli	S0049481	11000	9526	75.00
78047866	05/22/2020	A00297543	Mejia Cruz, Lizandra	S0049482	11000	9526	120.00
78047867	05/22/2020	A00313283	Mendez, Norma C.	S0049350	11000	9526	71.00
78047868	05/22/2020	A00305615	Mendoza, Anahi M.	S0049351	11000	9526	100.00
78047869	05/22/2020	A00306807	Meza, Joel E.	S0049352	11000	9526	75.00
78047870	05/22/2020	A00306974	Miller, Breeanna K.	S0049353	11000	9526	50.00
78047871	05/22/2020	A00307817	Miranda Cota, Jordan	S0049483	11000	9526	75.00
78047872	05/22/2020	A00307255	Mireles, Isaias	S0049354	11000	9526	71.00
78047873	05/22/2020	A00295199	Montes, Ana J.	S0049355	11000	9526	98.00
78047874	05/22/2020	A00316476	Monzon, Erin	S0049356	11000	9526	276.00
78047875	05/22/2020	A00289875	Moran, Gabriela E.	S0049357	11000	9526	50.00
78047876	05/22/2020	A00201604	Morgan, Tiffanie T.	S0049358	11000	9526	831.63
78047877	05/22/2020	A00302192	Morris, Ashleigh N.	S0049499	11000	9526	810.63
78047878	05/22/2020	A00295074	Morris, Breana J.	S0049359	11000	9526	120.00
78047879	05/22/2020	A00230005	Morse, Rachel E.	S0049360	11000	9526	96.00
78047880	05/22/2020	A00290824	Moseley, Jessica D.	S0049361	11000	9526	118.00
78047881	05/22/2020	A00305116	Mossman, Hannah R.	S0049362	11000	9526	73.00
78047882	05/22/2020	A00307001	Munoz, Brandon M.	S0049484	11000	9526	50.00
78047883	05/22/2020	A00303641	Muro, Angelica	S0049363	11000	9526	46.00
78047884	05/22/2020	A00287144	Muro, Leilani M.	S0049364	11000	9526	71.00
78047885	05/22/2020	A00294447	Narvaez, Aylinne A.	S0049365	11000	9526	75.00
78047886	05/22/2020	A00287733	Navarro, Denise	S0049366	11000	9526	120.00
78047887	05/22/2020	A00292418	Nazaroff, Adrian	S0049367	11000	9526	75.00
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78047889	05/22/2020	A00294879	Newland, Brandi M.	S0049369	11000	9526	735.63
78047890	05/22/2020	A00308106	Nkwonta, Marycynthia O.	S0049370	11000	9526	100.00
78047891	05/22/2020	A00267149	Null, Whisper-Lynn D.	S0049371	11000	9526	116.00

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78047892	05/22/2020	A00282303Ojeda Yesca, Delfina	S0049485	11000	9526	120.00
78047893	05/22/2020	A00289070Olayo, Marisol	S0049372	11000	9526	96.00
78047894	05/22/2020	A00287821Olivas, Yensy A.	S0049373	11000	9526	120.00
78047895	05/22/2020	A00297372Orozco, Breanna N.	S0049500	11000	9526	835.63
78047896	05/22/2020	A00276179Orsburn, Dakota S.	S0049374	11000	9526	100.00
78047897	05/22/2020	A00242322Ortiz, Leesa F.	S0049375	11000	9526	150.00
78047898	05/22/2020	A00295793Ortiz, Verania D.	S0049376	11000	9526	71.00
78047899	05/22/2020	A00281164P.-Navarrete, Zeltzin N.	S0049377	11000	9526	120.00
78047900	05/22/2020	A00297357Pablo, Vanessa	S0049378	11000	9526	71.00
78047901	05/22/2020	A00305618Pantoja, Stephanie	S0049379	11000	9526	96.00
78047902	05/22/2020	A00300359Pascasio, Edwin J.	S0049380	11000	9526	98.00
78047903	05/22/2020	A00294470Peltier, Aaron C.	S0049449	11000	9526	96.00
78047904	05/22/2020	A00242661Pena, Katelynn G.	S0049450	11000	9526	831.63
78047905	05/22/2020	A00278676Perez, Ainigriv S.	S0049451	11000	9526	75.00
78047906	05/22/2020	A00298670Perez, Laura L.	S0049486	11000	9526	75.00
78047907	05/22/2020	A00284394Perez, Nanette M.	S0049452	11000	9526	73.00
78047908	05/22/2020	A00300395Perez, Pamela S.	S0049453	11000	9526	100.00
78047909	05/22/2020	A00293155Pierarcy, Mariah N.	S0049454	11000	9526	120.00
78047910	05/22/2020	A00284783Pinuelas, Brandon C.	S0049455	11000	9526	25.00
78047911	05/22/2020	A00296597Portillo, Precious D.	S0049456	11000	9526	118.00
78047912	05/22/2020	A00296872Portillo, Sonya R.	S0049457	11000	9526	146.00
78047913	05/22/2020	A00287823Powell, Robin L.	S0049458	11000	9526	75.00
78047914	05/22/2020	A00292403Prado, Alina R.	S0049459	11000	9526	120.00
78047915	05/22/2020	A00279374Prieto, Ashley D.	S0049460	11000	9526	120.00
78047916	05/22/2020	A00310050Prince, Katlyn S.	S0049461	11000	9526	182.00
78047917	05/22/2020	A00306337Pulido, Jasmine	S0049462	11000	9526	96.00
78047918	05/22/2020	A00272449Quinonez, Karen	S0049487	11000	9526	120.00
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78047921	05/22/2020	A00267660Ramirez, Josephine Y.	S0049488	11000	9526	100.00
78047922	05/22/2020	A00243608Ramirez, Melissa	S0049382	11000	9526	96.00
78047923	05/22/2020	A00295054Ramirez Araunjo, Briana	S0049383	11000	9526	71.00
78047924	05/22/2020	A00301305Ranghi, Ramanpreet K.	S0049489	11000	9526	120.00
78047925	05/22/2020	A00306920Resendis, Serafin	S0049384	11000	9526	48.00
			S0049490	11000	9526	100.00
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78047928	05/22/2020	A00307891Rico, Jose A.	S0049385	11000	9526	96.00
78047929	05/22/2020	A00096068Roach, Billy	S0049386	11000	9526	98.00
78047930	05/22/2020	A00314708Robles, Arianna R.	S0049387	11000	9526	736.00
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78047932	05/22/2020	A00302390Rodriguez Velazquez, Johan	S0049389	11000	9526	120.00
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78047934	05/22/2020	A00311378Roman-Martinez, Melissa	S0049391	11000	9526	50.00
78047935	05/22/2020	A00281980Romans-Kroll, Madeline C.	S0049493	11000	9526	150.00
78047936	05/22/2020	A00300239Romero, Monica R.	S0049392	11000	9526	835.63
78047937	05/22/2020	A00286374Romo Rosales, Vania M.	S0049393	11000	9526	150.00
78047938	05/22/2020	A00287828Rosales, Gloria E.	S0049394	11000	9526	120.00
78047939	05/22/2020	A00297888Rosales, Lorena	S0049395	11000	9526	96.00
78047940	05/22/2020	A00306923Rosales Peregrina, Alejandra	S0049396	11000	9526	100.00
78047941	05/22/2020	A00292824Rosales Perez, Daisy	S0049397	11000	9526	150.00

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78047942	05/22/2020	A00296636Rosas, Maria F.	S0049398	11000	9526	150.00
78047943	05/22/2020	A00298157Ross, Erika B.	S0049399	11000	9526	120.00
78047944	05/22/2020	A00094185Rouse, Maegan	S0049400	11000	9526	120.00
78047945	05/22/2020	A00309629Salazar Madera, Nicole A.	S0049401	11000	9526	71.00
78047946	05/22/2020	A00305581Salmoran, Jhonathan	S0049402	11000	9526	96.00
78047947	05/22/2020	A00285580Sanchez, Anaruth M.	S0049403	11000	9526	806.63
78047948	05/22/2020	A00297119Sanchez, Yasmin	S0049494	11000	9526	75.00
78047949	05/22/2020	A00295392Sanchez Vidal, Eleazer	S0049404	11000	9526	175.00
78047950	05/22/2020	A00310378Sanderson, Sheryl L.	S0049495	11000	9526	75.00
78047951	05/22/2020	A00293894Santos, Stephanie M.	S0049405	11000	9526	118.00
78047952	05/22/2020	A00265948Satouf, Alaa D.	S0049406	11000	9526	175.00
78047953	05/22/2020	A00304175Scott, Shannon E.	S0049407	11000	9526	71.00
78047954	05/22/2020	A00022228Scott, Susan C.	S0049408	11000	9526	808.63
78047955	05/22/2020	A00291410Sebastian, Luis D.	S0049496	11000	9526	100.00
78047956	05/22/2020	A00299072Segura, Dominique	S0049409	11000	9526	71.00
78047957	05/22/2020	A00288079Segura, Julieta	S0049410	11000	9526	118.00
78047958	05/22/2020	A00292258Sepeda, Martha O.	S0049411	11000	9526	733.63
78047959	05/22/2020	A00301683Sierra Montejano, Rosie	S0049412	11000	9526	148.00
78047960	05/22/2020	A00297366Silva Garcia, Rosa I.	S0049413	11000	9526	75.00
78047961	05/22/2020	A00280958Singh, Kajol	S0049414	11000	9526	100.00
78047962	05/22/2020	A00295171Solorzano Gonzalez, Francisc	S0049415	11000	9526	73.00
78047963	05/22/2020	A00297499Soto, Eduardo	S0049416	11000	9526	50.00
78047964	05/22/2020	A00291377Sparks, Jaye L.	S0049417	11000	9526	75.00
78047965	05/22/2020	A00289796Sparling, Alexis A.	S0049418	11000	9526	72.00
78047966	05/22/2020	A00220402Stancil, Donte D.	S0049419	11000	9526	71.00
78047967	05/22/2020	A00301144Stark, Jessica	S0049420	11000	9526	120.00
78047968	05/22/2020	A00081352Steele, Lissa A.	S0049421	11000	9526	120.00
78047969	05/22/2020	A00031970Terrell, Jonelle D.	S0049422	11000	9526	71.00
78047970	05/22/2020	A00272471Thomas, Haylee R.	S0049423	11000	9526	175.00
78047971	05/22/2020	A00296589Thompson, Jourdan N.	S0049424	11000	9526	120.00
78047972	05/22/2020	A00267762Timberlake, Brooke L.	S0049425	11000	9526	148.00
78047973	05/22/2020	A00286362Torres Miranda, Enrique	S0049426	11000	9526	120.00
78047974	05/22/2020	A00309348Torrez, Marimar B.	S0049497	11000	9526	75.00
78047975	05/22/2020	A00293088Tovar, Mireida	S0049427	11000	9526	116.00
78047976	05/22/2020	A00206093Triplett, Sandra L.	S0049428	11000	9526	808.63
78047977	05/22/2020	A00297657Trujillo, Priscilla	S0049429	11000	9526	188.00
78047978	05/22/2020	A00286346Tucker, Bethaney A.	S0049498	11000	9526	75.00
78047979	05/22/2020	A00279239Uriarte, Javier A.	S0049430	11000	9526	71.00
78047980	05/22/2020	A00284373Vallecillo, Alejandro	S0049431	11000	9526	120.00
78047981	05/22/2020	A00293046Vargas, Selene M.	S0049432	11000	9526	148.00
78047982	05/22/2020	A00289798Vasquez, Michelle D.	S0049433	11000	9526	73.00
78047983	05/22/2020	A00309586Vazquez, James	S0049434	11000	9526	46.00
78047984	05/22/2020	A00305503Vazquez, Jennifer A.	S0049435	11000	9526	71.00
78047985	05/22/2020	A00288983Vazquez, Miguel R.	S0049436	11000	9526	100.00
78047986	05/22/2020	A00308111Vazquez, Oscar	S0049437	11000	9526	71.00
78047987	05/22/2020	A00297887Vega, Estefani C.	S0049438	11000	9526	98.00
78047988	05/22/2020	A00304195Velazquez, Ernesto	S0049439	11000	9526	71.00
78047989	05/22/2020	A00301233Vialpando, Keegan R.	S0049440	11000	9526	24.28
78047990	05/22/2020	A00203737Waldon, Tona S.	S0049441	11000	9526	806.63
78047991	05/22/2020	A00291286Westbrook, Denette M.	S0049442	11000	9526	120.00
78047992	05/22/2020	A00285802Wilkerson, Amanda N.	S0049443	11000	9526	98.00

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78047993	05/22/2020	A00019158	Wright, Nicholas A.	S0049444	11000	9526	146.00
78047994	05/22/2020	A00311328	Wright, Rossa V.	S0049445	11000	9526	50.00
78047995	05/22/2020	A00299631	Yochum, Rachael H.	S0049446	11000	9526	100.00
78047996	05/22/2020	A00278974	Zavala, Maria G.	S0049447	11000	9526	98.00
78047997	05/22/2020	A00300505	Zelanko, Dawn L.	S0049448	11000	9526	735.63
							=====
BANK TOTAL							1,003,713.00

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ABAUER	05/07/2020	A00259618	Taft College ASB General	P0054354	05/06/2020	05/06/2020				\$300.00	
	05/12/2020	A00312691	TC State Financial Aid Clear	P0054366	05/11/2020	05/11/2020				\$644.00	
	05/14/2020	A00200862	Taft College Bookstore	P0054381	05/13/2020	05/13/2020				\$500.97	
	05/21/2020	A00200379	WKCCD#2 Revolving Fund	P0054467	05/20/2020	05/20/2020				\$2,722.84	
	05/22/2020	A00200119	C.A. Reding Company, Inc.	P0054485	05/21/2020	05/21/2020				\$10.73	
			A00200832	Taft College Foundation	P0054484	05/21/2020	05/21/2020				\$345.00

							TOTAL USER			\$4,523.54	
AOMEGA	05/01/2020	A00317778	DenLine Uniforms, Inc	P0054293	04/21/2020	04/21/2020				\$3,776.64	
	05/10/2020	A00200393	Sparkletts	P0054353	05/06/2020	05/06/2020				\$246.26	
		A00200655	Henry Schein, Inc.	P0054313	04/30/2020	04/30/2020				\$335.40	
				P0054351	05/06/2020	05/06/2020				\$761.34	
				P0054352	05/06/2020	05/06/2020				\$758.60	
			A00300363	EMD Millipore Corp.	P0054314	04/30/2020	04/30/2020				\$570.23
	05/20/2020	A00302543	Darby Dental Supply, LLC	P0054398	05/15/2020	05/15/2020				\$832.13	
				P0054427	05/19/2020	05/19/2020				\$569.72	
				P0054428	05/19/2020	05/19/2020				\$949.20	
	05/21/2020	A00302543	Darby Dental Supply, LLC	P0054399	05/15/2020	05/15/2020				\$1,192.30	
		A00200536	Praxair Distribution, Inc.	P0054458	05/20/2020	05/20/2020				\$526.87	
		A00200655	Henry Schein, Inc.	P0054455	05/20/2020	05/20/2020				\$557.63	
				P0054456	05/20/2020	05/20/2020				\$35.29	
	05/22/2020	A00200655	Henry Schein, Inc.	P0054451	05/20/2020	05/20/2020				\$3,223.34	
			P0054452	05/20/2020	05/20/2020				\$1,286.76		

							TOTAL USER			\$15,621.71	
DDURAN	05/07/2020	A00015850	Berry, Wendy Jade.	P0054330	05/05/2020	05/05/2020				\$500.00	
		A00200498	Office Depot	P0054327	05/05/2020	05/05/2020				\$111.13	
				P0054328	05/05/2020	05/05/2020				\$155.50	
			A00200146	Carolina Biological Supply C	P0054331	05/05/2020	05/05/2020				\$3,300.00
	05/09/2020	A00200498	Office Depot	P0054329	05/05/2020	05/05/2020				\$150.28	
	05/12/2020	A00200161	CDW-G	P0054369	05/12/2020	05/12/2020				\$219.47	
	05/19/2020	A00015850	Berry, Wendy Jade.	P0054288	04/21/2020	04/21/2020				\$435.83	
		A00200161	CDW-G	P0054385	05/14/2020	05/14/2020				\$8,158.89	
		A00200323	Flinn Scientific, Inc.	P0054414	05/19/2020	05/19/2020				\$687.26	
		A00200458	Roth, Rebecca E.	P0054416	05/19/2020	05/19/2020				\$250.00	
				P0054417	05/19/2020	05/19/2020				\$100.00	
		A00200498	Office Depot	P0054408	05/19/2020	05/19/2020				\$97.09	
				P0054412	05/19/2020	05/19/2020				\$73.28	
	05/21/2020	A00062390	Millar, Michelle m.	P0054474	05/21/2020	05/21/2020				\$91.65	
		A00204039	Perez Arce, Fabian	P0054475	05/21/2020	05/21/2020				\$183.30	
	A00287256	Lopez, Corina	P0054473	05/21/2020	05/21/2020				\$274.95		

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		A00294399	White, Katheryn Hope.	P0054477	05/21/2020	05/21/2020				\$336.05
		A00300455	Vasquez, Neftaly Jareth.	P0054476	05/21/2020	05/21/2020				\$427.70
		A00043526	Albayeros, Hilda	P0054471	05/21/2020	05/21/2020				\$91.65
		A00244694	Cortier, Patricia Lynn.	P0054472	05/21/2020	05/21/2020				\$91.65
		A00200585	NAEYC	P0054479	05/21/2020	05/21/2020				\$150.00
		A00311603	Wilson, Kathryn Lorena.	P0054478	05/21/2020	05/21/2020				\$183.30
		A00200655	Henry Schein, Inc.	P0054384	05/14/2020	05/14/2020				\$604.95
				P0054410	05/19/2020	05/19/2020				\$12,029.16
		A00210330	Redleaf Press	P0054480	05/21/2020	05/21/2020				\$181.38
		A00200862	Taft College Bookstore	P0054481	05/21/2020	05/21/2020				\$975.56
				P0054482	05/21/2020	05/21/2020				\$378.87
	05/22/2020	A00200161	CDW-G	P0054419	05/19/2020	05/19/2020				\$713.54

							TOTAL USER			\$30,952.44
DHICKS	05/01/2020	A00214919	Evisions, Inc.	P0054308	04/28/2020	04/28/2020				\$9,218.00
	05/07/2020	A00220442	Serban Sound & Communication	P0054339	05/06/2020	05/06/2020				\$750.00
	05/19/2020	A00248933	Abtech Systems, Inc.	P0054389	05/14/2020	05/14/2020				\$6,516.90
		A00200400	Stinson's	P0054426	05/19/2020	05/19/2020				\$57.60
	05/22/2020	A00200161	CDW-G	P0054468	05/21/2020	05/21/2020				\$1,251.61
				P0054461	05/20/2020	05/20/2020				\$1,629.14
		A00200862	Taft College Bookstore	P0054434	05/19/2020	05/19/2020				\$31.10

							TOTAL USER			\$19,454.35
DRIOS	05/12/2020	A00200107	Bright House Networks	P0054359	05/07/2020	05/07/2020				\$1,400.00
		A00200109	Brown & Reich Petroleum, Inc	P0054360	05/07/2020	05/07/2020				\$200.00
		A00200508	P. G. & E.	P0054356	05/07/2020	05/07/2020				\$1,500.00
	05/19/2020	A00200109	Brown & Reich Petroleum, Inc	P0054377	05/13/2020	05/13/2020				\$203.79
		A00200355	West Kern Water District	P0054378	05/13/2020	05/13/2020				\$200.00
				P0054395	05/15/2020	05/15/2020				\$250.00
		A00300405	Markovits, Aaron	P0054376	05/13/2020	05/13/2020				\$500.00
				P0054396	05/15/2020	05/15/2020				\$600.00
		A00200364	Westside Furniture	P0054397	05/15/2020	05/15/2020				\$270.00
	05/20/2020	A00200862	Taft College Bookstore	P0054439	05/20/2020	05/20/2020				\$98.67
	05/22/2020	A00000456	Uribe, Jose	P0054413	05/19/2020	05/19/2020				\$620.00
		A00200107	Bright House Networks	P0054359	05/07/2020	05/07/2020				\$1,400.00
		A00200862	Taft College Bookstore	P0054440	05/20/2020	05/20/2020				\$36.22
				P0054457	05/20/2020	05/20/2020				\$98.67
		A00300405	Markovits, Aaron	P0054465	05/20/2020	05/20/2020				\$300.00

							TOTAL USER			\$6,277.35
DVOHNOUT	05/08/2020	A00200323	Flinn Scientific, Inc.	P0054358	05/07/2020	05/07/2020				\$2,069.85
	05/20/2020	A00200773	Beasley, Michelle A.	P0054441	05/20/2020	05/20/2020				\$654.23

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							TOTAL USER			\$2,724.08
HCASH	05/07/2020	A00203989	Tipton Cash, Heather Marie.	P0054323	04/29/2020	04/29/2020				\$18.40
				P0054326	05/05/2020	05/05/2020				\$41.40
		A00234793	Southwest Signs	P0054348	05/06/2020	05/30/2020				\$557.49
	05/13/2020	A00200161	CDW-G	P0054363	05/08/2020	05/30/2020				\$5,369.49
	05/20/2020	A00200862	Taft College Bookstore	P0054415	05/19/2020	05/19/2020				\$1,919.67
							TOTAL USER			\$7,906.45
JEDMAISTON	05/14/2020	A00259618	Taft College ASB General	P0054387	05/14/2020	05/14/2020				\$9,575.76
	05/15/2020	A00275443	WestAir Gases & Equipment In	P0054372	05/12/2020	05/12/2020				\$49.28
	05/19/2020	A00259618	Taft College ASB General	P0054388	05/14/2020	05/14/2020				\$8,808.78
	05/21/2020	A00200655	Henry Schein, Inc.	P0054418	05/19/2020	05/19/2020				\$214.50
		A00200282	True Value Home Center	P0054431	05/19/2020	05/19/2020				\$43.96
		A00200423	Taft City School District	P0054433	05/19/2020	05/19/2020				\$150.00
		A00200498	Office Depot	P0054432	05/19/2020	05/19/2020				\$73.14
							TOTAL USER			\$18,915.42
JMADDING	05/01/2020	A00285820	O'Connor Construction Manage	P0054315	04/30/2020	04/30/2020				\$1,280.00
	05/08/2020	A00200308	Federal Express Corporation	P0054357	05/07/2020	05/07/2020				\$25.35
	05/12/2020	A00257716	Capitol Public Finance Group	P0054367	05/12/2020	05/12/2020				\$2,145.00
	05/13/2020	A00200052	AP Architects	P0054370	05/12/2020	05/12/2020				\$16,501.33
	05/14/2020	A00313072	Colombo Construction Co., In	P0054371	05/12/2020	05/12/2020				\$727,282.16
		A00200293	United Parcel Service	P0054368	05/12/2020	05/12/2020				\$5,000.00
	05/19/2020	A00200052	AP Architects	P0054403	05/18/2020	05/18/2020				\$19,000.00
		A00283264	Frontier California Inc.	P0054391	05/15/2020	05/15/2020				\$150.00
				P0054392	05/15/2020	05/15/2020				\$150.00
				P0054393	05/15/2020	05/15/2020				\$1,150.00
				P0054394	05/15/2020	05/15/2020				\$1,150.00
		A00263777	SWACC	P0054390	05/15/2020	05/15/2020				\$157,653.00
	05/20/2020	A00200862	Taft College Bookstore	P0054420	05/19/2020	05/19/2020				\$277.79
	05/21/2020	A00200308	Federal Express Corporation	P0054470	05/21/2020	05/21/2020				\$150.00
		A00200508	P. G. & E.	P0054406	05/19/2020	05/19/2020				\$1,112.03
		A00209980	County of Kern	P0054448	05/20/2020	05/20/2020				\$50.00
		A00270674	Public Agency Law Group	P0054407	05/19/2020	05/19/2020				\$4,171.50
	05/22/2020	A00200423	Taft City School District	P0054483	05/21/2020	05/21/2020				\$439.43
		A00200043	American Express	P0054469	05/21/2020	05/21/2020				\$15,000.00
		A00200112	BSK & Associates, Inc.	P0054244	04/07/2020	04/07/2020				\$34,738.39
		A00313072	Colombo Construction Co., In	P0054435	05/20/2020	05/20/2020				\$575,676.82
				P0054436	05/20/2020	05/20/2020				\$1,000,000.00
							TOTAL DATE			\$1,625,854.64

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							TOTAL USER			\$2,563,102.80
JROTHGEB	05/01/2020	A00200119	C.A. Reding Company, Inc.	P0053961	02/18/2020	02/18/2020				\$64.32
	05/05/2020	A00200355	West Kern Water District	P0054317	04/30/2020	04/30/2020				\$68.00
	05/12/2020	A00275443	WestAir Gases & Equipment In	P0054349	05/06/2020	05/06/2020				\$314.60
	05/20/2020	A00200862	Taft College Bookstore	P0054437	05/20/2020	05/20/2020				\$108.95
		A00210209	ULINE	P0054466	05/20/2020	05/20/2020				\$90.96
	05/21/2020	A00317961	Eduporium, Inc.	P0054438	05/20/2020	05/20/2020				\$1,278.80
				P0054442	05/20/2020	05/20/2020				\$1,880.48
	05/26/2020	A00200355	West Kern Water District	P0054487	05/26/2020	05/26/2020				\$68.00
							TOTAL USER			\$3,874.11
KALLIKAS	05/20/2020	A00200862	Taft College Bookstore	P0054401	05/18/2020	05/18/2020				\$2,144.57
	05/21/2020	A00200498	Office Depot	P0054405	05/18/2020	05/18/2020				\$63.84
		A00237331	Dumbrigue, Joanne Lucille Va	P0054409	05/19/2020	05/19/2020				\$27.06
							TOTAL USER			\$2,235.47
KEHELMS	05/04/2020	A00210209	ULINE	P0054309	04/29/2020	04/29/2020				\$738.67
		A00253920	Mancomm, Inc.	P0054310	04/29/2020	04/29/2020				\$484.49
		A00200119	C.A. Reding Company, Inc.	P0054322	05/01/2020	05/01/2020				\$4.26
	05/14/2020	A00200016	4Imprint	P0054340	05/06/2020	05/06/2020				\$463.84
	05/20/2020	A00227772	MBS Textbook Exchange, Inc.	P0054449	05/20/2020	05/20/2020				\$2,357.50
		A00312920	Vital Source	P0054421	05/19/2020	05/19/2020				\$108.87
		A00234793	Southwest Signs	P0054425	05/19/2020	05/19/2020				\$230.00
		A00275443	WestAir Gases & Equipment In	P0054423	05/19/2020	05/19/2020				\$72.60
		A00279103	Yabla, Inc.	P0054422	05/19/2020	05/19/2020				\$2,604.00
	05/21/2020	A00200518	Pearson Education	P0054462	05/20/2020	05/20/2020				\$6,500.00
		A00200522	Pepsi-Cola Company	P0054454	05/20/2020	05/20/2020				\$260.18
		A00210209	ULINE	P0054424	05/19/2020	05/19/2020				\$858.22
		A00210330	Redleaf Press	P0054459	05/20/2020	05/20/2020				\$161.20
		A00227772	MBS Textbook Exchange, Inc.	P0054450	05/20/2020	05/20/2020				\$883.32
				P0054460	05/20/2020	05/20/2020				\$797.81
		A00252523	Oak Hall Cap and Gown	P0054446	05/20/2020	05/20/2020				\$209.06
	05/22/2020	A00274574	Penguin Random House LLC	P0054463	05/20/2020	05/20/2020				\$180.00
							TOTAL USER			\$16,914.02
KHELMS	05/14/2020	A00201160	Hall Silveira, Margaret M.	P0054365	05/11/2020	05/11/2020				\$632.00
		A00200282	True Value Home Center	P0054338	05/06/2020	05/06/2020				\$166.88
		A00201051	Central Sanitary Supply	P0054341	05/06/2020	05/06/2020				\$551.14
				P0054344	05/06/2020	05/06/2020				\$1,593.02
	05/19/2020	A00201160	Hall Silveira, Margaret M.	P0054383	05/14/2020	05/14/2020				\$628.59

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							TOTAL USER			\$3,571.63
MBLANCO	05/03/2020	A00200498	Office Depot	P0054321	05/01/2020	05/01/2020				\$386.08
	05/04/2020	A00309477	VoiceThread LLC	P0054316	04/30/2020	04/30/2020				\$4,500.00
	05/05/2020	A00230005	Morse, Rachel E.	P0054325	05/05/2020	05/05/2020				\$85.00
	05/06/2020	A00264649	Convergint Technologies, LLC	P0054324	05/05/2020	05/05/2020				\$1,444.00
	05/11/2020	A00200393	Sparkletts	P0054301	04/24/2020	04/24/2020				\$9.99
		A00200498	Office Depot	P0054361	05/07/2020	05/07/2020				\$77.31
							TOTAL USER			\$6,502.38
MSANCHEZ	05/07/2020	A00200040	American Business Machines	P0054335	05/05/2020	05/05/2020				\$144.20
				P0054337	05/06/2020	06/30/2020				\$249.41
	05/08/2020	A00200498	Office Depot	P0054350	05/06/2020	06/30/2020				\$3,276.49
	05/12/2020	A00200862	Taft College Bookstore	P0054362	05/08/2020	05/22/2020				\$6,000.00
	05/22/2020	A00200862	Taft College Bookstore	P0054453	05/20/2020	05/31/2020				\$1,193.05
							TOTAL USER			\$10,863.15
MTOFTE	05/13/2020	A00200273	Ebsco Subscription Service	P0054364	05/08/2020	05/08/2020				\$2,909.62
	05/20/2020	A00200119	C.A. Reding Company, Inc.	P0054430	05/19/2020	05/19/2020				\$1,675.00
		A00318138	African American Publishing	P0054464	05/20/2020	05/20/2020				\$406.36
							TOTAL USER			\$4,990.98
MWHITE	05/01/2020	A00200423	Taft City School District	P0054319	04/30/2020	04/30/2020				\$149.40
		A00201051	Central Sanitary Supply	P0054312	04/29/2020	04/29/2020				\$2,881.03
				P0054320	05/01/2020	05/01/2020				\$475.00
		A00202335	Fastenal Industrial & Constr	P0054318	04/30/2020	04/30/2020				\$640.00
	05/06/2020	A00201122	Home Depot Credit Services	P0054332	05/05/2020	05/05/2020				\$2,749.53
		A00308504	Wright Express FSC	P0054334	05/05/2020	05/05/2020				\$46.27
	05/07/2020	A00200282	True Value Home Center	P0054336	05/06/2020	05/06/2020				\$423.10
		A00201122	Home Depot Credit Services	P0054333	05/05/2020	05/05/2020				\$118.06
	05/08/2020	A00201051	Central Sanitary Supply	P0054355	05/07/2020	05/07/2020				\$548.71
	05/12/2020	A00200423	Taft City School District	P0054276	04/16/2020	04/16/2020				\$354.09
	05/15/2020	A00200093	Black/Hall Construction	P0054374	05/13/2020	05/13/2020				\$764.00
	05/19/2020	A00202335	Fastenal Industrial & Constr	P0054382	05/14/2020	05/14/2020				\$2,187.90
		A00201051	Central Sanitary Supply	P0054400	05/15/2020	05/15/2020				\$514.80
				P0054404	05/18/2020	05/18/2020				\$1,028.31
		A00318053	Technical Safety Services, L	P0054386	05/14/2020	05/14/2020				\$764.00
	05/21/2020	A00201122	Home Depot Credit Services	P0054443	05/20/2020	05/20/2020				\$3,375.00
		A00200862	Taft College Bookstore	P0053640	01/14/2020	01/14/2020				\$2,532.19
	05/22/2020	A00200282	True Value Home Center	P0054444	05/20/2020	05/20/2020				\$2,400.00
		A00318133	Big Valley Asphalt	P0054447	05/20/2020	05/20/2020				\$36,100.00

Taft College Purchase Order Activity Report

1-May-2020 through 31-May-2020

FY 19-20

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
							TOTAL USER			\$58,051.39
NFIGUEROA	05/07/2020	A00231843	Lowe, Breanna Kathleen.	P0054345	05/06/2020	05/06/2020	05/06/2020			\$645.00
		A00273042	Hernandez, Alfred Michael.	P0054342	05/06/2020	05/06/2020	05/06/2020			\$460.00
		A00289331	Lemus, Yailene Amaryllis.	P0054346	05/06/2020	05/06/2020	05/06/2020			\$192.00
		A00291286	Westbrook, Denette Marie.	P0054343	05/06/2020	05/06/2020	05/06/2020			\$50.00
		A00306362	Sakowski, Matthew Steven.	P0054347	05/06/2020	05/06/2020	05/06/2020			\$138.00
	05/14/2020	A00294960	Ramirez, Montzerrat	P0054380	05/13/2020	05/13/2020	05/13/2020			\$418.00
		A00295380	Preciado, Ximena	P0054379	05/13/2020	05/13/2020	05/13/2020			\$50.00
		A00298454	Castillo, Ashlie Marie	P0054375	05/13/2020	05/13/2020	05/13/2020			\$627.00
							TOTAL USER			\$2,580.00
SREYES	05/22/2020	A00239526	Livescribe, Inc.	P0054445	05/20/2020	05/20/2020	05/20/2020			\$3,859.93
							TOTAL USER			\$3,859.93
TROMANDIA	05/22/2020	A00200862	Taft College Bookstore	P0054486	05/22/2020	05/23/2020	05/23/2020			\$106.01
							TOTAL USER			\$106.01
TROWDEN	05/19/2020	A00200182	City of Taft Police Departme	P0054299	04/23/2020	04/23/2020	04/23/2020			\$290.00
	05/26/2020	A00308503	Newton Software, Inc.	P0054429	05/19/2020	05/19/2020	05/19/2020			\$333.00
	05/28/2020	A00200238	Department of Justice	P0054492	05/28/2020	05/28/2020	05/28/2020			\$752.00
							TOTAL USER			\$1,375.00
WBELCHER	05/21/2020	A00200862	Taft College Bookstore	P0053640	3	01/14/2020	01/14/2020			\$88.19
	05/22/2020	A00200112	BSK & Associates, Inc.	P0054244	1	04/07/2020	04/07/2020			\$8,987.39
							TOTAL USER			\$.00

West Kern Community College District
Board of Trustees Meeting
June 10, 2020

Agenda Item 11.

A. Academic Employment

1. 2020-21 Temporary Contract Faculty Assignments

Item	Name	Assignment	Months/Year	Class/Step	Effective Date
a.	Brown, Jill	Coordinator/Counselor of TRIO-Student Support Services	12 mo.	III-10	7/1/20 - 6/30/21
b.	Furman, Tori	Career Development Counselor	10 mo.	VII-11	8/17/20 - 5/21/21
c.	Sundgren, Lori	Pre-Collegiate Success Coordinator	11 mo.	VI-12	7/1/20 - 6/30/21
d.	Woodall, Natalie	CalWORKS/CARE/EOPS Counselor	10 mo.	III-6	8/17/20 - 5/21/21

2. 2019-20 Extra Duty-Hourly

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Davis, Matt	CAPP Outreach Activities	3	\$72.93*	1/1/20-6/30/20
↓	Lackey, Stacy	CAPP Outreach Activities	3	\$72.93*	1/1/20-6/30/20
↓	Schoneweis, Caroline	CAPP Outreach Activities	3	\$72.93*	1/1/20-6/30/20
↓	Schooler, Vicki	CAPP Outreach Activities	3	\$72.93*	1/1/20-6/30/20
↓	White, Jacqueline	CAPP Outreach Activities	3	\$72.93*	1/1/20-6/30/20

*Not to exceed 40 hours.

3. 2020 Spring Staff Development

Item	Name	Assignment	Total Hours	Step	Hourly Rate	Total Amount Not to Exceed	Effective Date
a.	Buchanan, Joseph	Staff Development Pay for Spring 2020	1.13	3	\$72.93	\$82.05	1/21/20 - 5/22/20
b.	Colaw, Rebecca	Staff Development Pay for Spring 2020	8.5	3	\$72.93	\$619.91	1/21/20 - 5/22/20
c.	Cottrell, Angela	Staff Development Pay for Spring 2020	3	3	\$72.93	\$218.79	1/21/20 - 5/22/20
d.	Dunham, Geoffrey	Staff Development Pay for Spring 2020	0.5	3	\$72.93	\$32.51	1/21/20 - 5/22/20
e.	Durkan, Jana	Staff Development Pay for Spring 2020	1.5	3	\$72.93	\$109.40	1/21/20 - 5/22/20
f.	Gonzalez, Omar	Staff Development Pay for Spring 2020	6	3	\$72.93	\$372.43	1/21/20 - 5/22/20
g.	Hanawalt, April	Staff Development Pay for Spring 2020	6	3	\$72.93	\$437.58	1/21/20 - 5/22/20
h.	Harris-Alarcon, Gisela	Staff Development Pay for Spring 2020	4	3	\$72.93	\$291.72	1/21/20 - 5/22/20
i.	Jennings, Sandra	Staff Development Pay for Spring 2020	9.5	3	\$72.93	\$692.84	1/21/20 - 5/22/20
j.	Montelongo, Maribel	Staff Development Pay for Spring 2020	8	3	\$72.93	\$520.16	1/21/20 - 5/22/20
k.	Teeters, Anna	Staff Development Pay for Spring 2020	4	3	\$72.93	\$291.72	1/21/20 - 5/22/20
l.	VanRy, Veronica	Staff Development Pay for Spring 2020	6	3	\$72.93	\$437.58	1/21/20 - 5/22/20
m.	White, Marisol	Staff Development Pay for Spring 2020	3	3	\$72.93	\$218.79	1/21/20 - 5/22/20

B. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Flowers, Carly	Associate Professor/Women's Basketball Coach	--	--	--	--	7/31/20

West Kern Community College District
Board of Trustees Meeting
March 11, 2020

Agenda Item 11. (Amended)

B. Academic Employment

1. 2019-20 Extra Duty-Hourly

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Abbott, Amar	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Alfaro, Antonio	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Bogle, Darcy	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Cahoon, Nathan	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Carlson, Kamala	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Duron, Candace	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Jacobi, Vicki	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Rangel-Escobedo, Juana	CAPP	3	\$72.93*	1/21/20-6/30/20
↓	Sutherland, Tammy	CAPP	3	\$72.93*	1/21/20-6/30/20
b.	Fine, Mary Alice	CAPP Outreach Activities	3	\$72.93**	1/1/20-6/30/20
↓	Hamblin, Sarah	CAPP Outreach Activities	3	\$72.93**	1/1/20-6/30/20
↓	Lopez, Michelle	CAPP Outreach Activities	3	\$72.93**	1/1/20-6/30/20
↓	Murillo, Lilia	CAPP Outreach Activities	3	\$72.93**	1/1/20-6/30/20
↓	Pendergrass, Angela	CAPP Outreach Activities	3	\$72.93**	1/1/20-6/30/20
↓	Popejoy, Alan	CAPP Outreach Activities	3	\$72.93**	1/1/20-6/30/20
c.	Richards, Kristi	Health Pathways	3	\$72.93***	2/13/20-6/30/22

*Not to exceed 80 hours.

**Not to exceed 40 hours.

***Up to 2 hours/week.

2. 2019-20 Extra Duty-Stipends

Item	Name	Assignment	Stipend Amount	No. of Payments	Effective Date
a.	Altenhofel, Jennifer	Course Alignment	\$3,500.00	1	3/9/20-6/30/20
↓	Bogle, Darcy	Course Alignment	\$3,500.00	1	3/9/20-6/30/20
↓	Flowers, Carly	Course Alignment	\$3,500.00	1	3/9/20-6/30/20
↓	Jacobi, Vicki	Course Alignment	\$3,500.00	1	3/9/20-6/30/20

Appendix II

↓	Romero, Megan	Course Alignment	\$3,500.00	1	3/9/20-6/30/20
↓	Sicari, Chad	Course Alignment	\$3,500.00	1	3/9/20-6/30/20
b.	Romero, Megan	CVC-OEI Course Development	\$2,000.00	1	3/9/20-6/30/20

West Kern Community College District
Board of Trustees Meeting
March 11, 2020

Agenda Item 11.

C. Classified Employment

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
1. Student Services							
a.	Anderson, Amber	Admissions and Records Consultant	Temporary	--	\$100/hour*	A/N	1/15/20
b.	Andrade, Rafael	Computer Support Technician I	100%	24A	\$22.91/hour	12 mo.	3/16/20
c.	Carty, Ramona	Extra Duty-Distance Education Instructional Aide	Temporary	17A	\$19.27/hour	A/N**	2/25/20
↓	Rivera, Edward	Extra Duty-Distance Education Instructional Aide	Temporary	17A	\$19.27/hour	A/N**	3/9/20
d.	Dumbrigue, Joanne	Outreach Coordinator/ Advisor	100%	23E	\$27.17/hour	12 mo.	3/16/20
e.	Garcia, Amber	Financial Aid & Scholarships Office Coordinator	100%	24A	\$22.91/hour	12 mo.	3/16/20
f.	Moseley, Jessica	Child Development Center Associate Teacher	47.5%	5A	\$14.33/hour	12 mo.	3/12/20
g.	Owens, Stephanie	Associate Teacher	Substitute	5A	\$14.33/hour	A/N	3/12/20
↓	Ruiz, Maria	Associate Teacher	Substitute	5A	\$14.33/hour	A/N	3/12/20
↓	Salomon, Anaid	Associate Teacher	Substitute	5A	\$14.33/hour	A/N	3/12/20
↓	Simonek, Sheri	Associate Teacher	Substitute	5A	\$14.33/hour	A/N	3/12/20
↓	Torres, Marisol	Associate Teacher	Substitute	5A	\$14.33/hour	A/N	3/4/20
↓	Velazquez, Lilia	Associate Teacher	Substitute	5A	\$14.33/hour	A/N	3/12/20
h.	Tipton Cash, Heather	Distance Education Instructional Aide	100%	17B	\$20.23/hour	12 mo.	2/26/20
i.	White, Jessica	TIL Intake Coordinator	100%	20D	\$24.02/hour	12 mo.	3/12/20

*Up to 100 hours

**Up to 10 hours/week

C. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Cash-Tipton, Heather	Distance Education Aide	--	--	--	--	2/26/20
b.	Garner, Andrea	Assistant Softball Coach/ Driver	--	--	--	--	2/25/20
c.	Gutierrez, Pilar	Children's Center Assistant Teacher	--	--	--	--	4/14/20
d.	Hopkins, Caleb	Evening Custodian	--	--	--	--	2/24/20
e.	Kuhnke, Heidi	Evening Custodian	--	--	--	--	2/24/20
f.	White, Jessica	Testing Technician	--	--	--	--	3/12/20

**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 MAY 31, 2020**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	20,536,300	20,536,300	17,423,160	0	3,113,140
8800	Local Revenues	8,044,411	8,155,667	8,844,803	0	-689,136
Summary		28,580,711	28,691,967	26,267,963	0	2,424,004

**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 May 31, 2020**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances
1000	Academic Salaries	9,789,915	9,537,947	8,417,014	0
2000	Classified & Other Nonacademic Salaries	5,633,812	5,865,960	4,856,186	0
3000	Employee Benefits	7,513,782	7,516,887	6,087,504	72,900
4000	Supplies and Materials	489,456	479,981	308,430	63,927
5000	Other Operating Expenses & Services	4,417,483	4,489,960	2,964,141	977,252
6000	Capital Outlay	209,208	236,553	127,482	54,835
7000	Other Outgo	128,055	166,000	122,571	7,565
7200	Transfers	399,000	399,000	300,000	0
Summary		28,580,711	28,692,287	23,183,327	1,176,480

Balance
1,120,933
1,009,773
1,356,483
107,624
548,566
54,236
35,864
99,000
4,332,480

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of May 2020**

Check Number	Check Date	Vendor Name	Description	Net Amount
78047606	05/05/2020	CCLC	CCLC Database renewal	20,865.87
78047622	05/05/2020	Strata Information Group	Inv# 33121	10,623.99
78047628	05/05/2020	Watermark Insights LLC	Inv. #SC-0283	10,000.00
78047629	05/05/2020	West Kern Adult Education Network JPA	2019-20 Adult Education Block Grant - Passthrough	69,386.00
78047647	05/14/2020	AP Architects	AP Architects - Student Center - April 2020	16,501.33
78047665	05/14/2020	Colombo Construction Co., Inc.	Colombo Construction - Student Center - Pay App 2	727,282.16
78047676	05/14/2020	John Karwoski	J. Karwoski - Inspection Svcs January to June 2020	10,920.00
78047682	05/14/2020	P. G. & E.	PG&E - District - 19-20 Open PO	10,413.63
				875,992.98

ASO 2019/20
Balance Sheet
As of May 31, 2020

May 31, 2020

ASSETS

Current Assets

Checking/Savings

ASO Safe 1	226,555.38
ASO Safe 1 - Savings	143.66

Total Checking/Savings	226,699.04
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Total Current Assets	226,699.04
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TOTAL ASSETS	226,699.04
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LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above	1,692.00
Art Club	834.00
ASO Athletics	42,786.58
ASO General - Interest	61.45
ASO General - Bank Charges	-218.33
ASO General - Operating	116,027.49
ASSE	385.43
Baseball Club	189.70
Best Buddies	3,712.26
Cougar Echo	773.50

D.H. GENERAL

D.H. CLASS OF 2021	673.00
D.H. CLASS OF 2020	2,269.56
D.H. GENERAL - Other	3,346.77

Total D.H. GENERAL	6,289.33
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ECE	3,518.99
Golf Club - Mens	1,365.00
Golf Club - Womens	1,121.25
Intersivity Club	1,748.37
Literary Club	1,831.53
NSLS Club	3,905.15
On Our Own	770.81
Performing Arts	3,402.62
Phi Theta Kappa	700.00
Roleplaying Game Club	745.42
Soccer Club - Mens	3,063.01
Soccer Club - Womens	3,035.40
Social Science/ Research	3,239.31
Softball Fund	658.75
Spectrum	1,482.45

ASO 2019/20
Balance Sheet
As of May 31, 2020

STEM	3,972.40
TC Cares	609.00
TIL Reunion	1,461.73
Uniform Replacement	12,704.24
Veterans Club	1,639.91
Women's Athletic Club	3,164.17
Women's Basketball Club	26.12
Total Restricted Funds	<u>226,699.04</u>
Total Equity	<u>226,699.04</u>
TOTAL LIABILITIES & EQUITY	<u><u>226,699.04</u></u>

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 May 07, 2020 12:57:54PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO. 523283

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 \$203.35

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$203.35	\$203.35

TOTAL DEPOSIT: \$203.35

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$203.35 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200147

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 05/07/2020 To 05/07/2020
Transaction Number from: 200147 To 200147
Date entered from: 00/00/0000 To 99/99/9999

J56784 DC0100 L.00.01 05/07/20 PAC

				APPROVED AND UNAPPROVED TRANSACTIONS		
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200147	05/07/2020	05/07/2020	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	
1.	78	BOOKSTORE SALES		31000-423-8841-69100		203.35
					TOTAL AMOUNT	203.35
					DISTRICT TOTAL	203.35
					GRAND TOTAL	203.35

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 May 07, 2020 12:59:03PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 523284

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$2,729.95

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$2,729.95	
					\$2,729.95

TOTAL DEPOSIT: \$2,729.95

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$2,729.95 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200148

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 05/07/2020 To 05/07/2020
Transaction Number from: 200148 To 200148
Date entered from: 00/00/0000 To 99/99/9999

J56785 DC0100 L.00.01 05/07/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200148	05/07/2020	05/07/2020	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
					2,729.95
ENTERED BY: MDJB UNAPPROVED					
TOTAL AMOUNT					2,729.95
DISTRICT TOTAL					2,729.95
GRAND TOTAL					2,729.95

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 May 07, 2020 01:00:19PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO. 523285

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 \$152,368.33

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$9,621.74	\$9,621.74
CHILD DEVELOPMENT	84496	0886	5490	\$142,746.59	\$142,746.59

TOTAL DEPOSIT: \$152,368.33

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$152,368.33 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200149

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: 05/07/2020 To 05/07/2020
Transaction Number from: 200149 To 200149
Date entered from: 00/00/0000 To 99/99/9999

J56786 DC0100 L.00.01 05/07/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200149	05/07/2020	05/07/2020	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	REIMBURSEMENT		11000-302-5710-63100	750.00
2.	78	REIMBURSEMENT		11000-000-8892-00000	8,246.74
3.	78	REIMBURSEMENT		11000-202-5710-49999	625.00
4.	78	CC GENERAL		33428-310-8621-69200	52,432.00
5.	78	CC GENERAL		33428-310-8621-69250	2,794.66
6.	78	CC STATE PRESCHOOL		33528-310-8621-69200	61,894.00
7.	78	CC STATE PRESCHOOL		33528-310-8621-69250	4,429.77
8.	78	CC MIGRANT BILINGUAL		33591-310-8621-69200	2,187.00
9.	78	MIGRANT ED GRANT		33588-310-8621-69250	409.16
10.	78	CC EARLY HEAD START		33000-310-8890-69200	18,600.00
				TOTAL AMOUNT	152,368.33
				DISTRICT TOTAL	152,368.33
				GRAND TOTAL	152,368.33

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 May 14, 2020 11:39:45AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 523630

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 \$139.43

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$139.43	\$139.43

TOTAL DEPOSIT: \$139.43

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$139.43 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200150

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 05/14/2020 To 05/14/2020
Transaction Number from: 200150 To 200150
Date entered from: 00/00/0000 To 99/99/9999

J59709 DC0100 L.00.01 05/14/20 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200150	05/14/2020	05/14/2020	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
ENTERED BY: MDJB UNAPPROVED					
TOTAL AMOUNT					139.43
DISTRICT TOTAL					139.43
GRAND TOTAL					139.43

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
May 14, 2020 11:40:47AM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
DEPT NO.
0886
EROD NO.
523631

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 \$450.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$450.00	\$450.00

TOTAL DEPOSIT: \$450.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$450.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200151

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: 05/14/2020 To 05/14/2020
Transaction Number from: 200151 To 200151
Date entered from: 00/00/0000 To 99/99/9999

J59710 DC0100 L.00.01 05/14/20 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200151	05/14/2020	05/14/2020	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	450.00
				TOTAL AMOUNT	450.00
				DISTRICT TOTAL	450.00
				GRAND TOTAL	450.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 May 14, 2020 11:42:04AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 523632

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$59,827.49**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$55,979.49	\$55,979.49
RESTRICTED FUND	84097	0886	5490	\$3,848.00	\$3,848.00

TOTAL DEPOSIT: **\$59,827.49**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$59,827.49 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #500152

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: 05/14/2020 To 05/14/2020
 Transaction Number from: 200152 To 200152
 Date entered from: 00/00/0000 To 99/99/9999

J59711 DC0100 L.00.01 05/14/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200152	05/14/2020	05/14/2020	WKCCD DEPOSIT		
ENTERED BY: MDJB UNAPPROVED					
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	589.20
2.	78	REIMBURSEMENT		11000-421-5420-67200	1,000.00
3.	78	OPEB		11000-412-5990-73900	41,750.00
4.	78	RETAINED FINANCIAL AID		11000-000-9526-00000	12,190.34
5.	78	TRANSCRIPT FEES		11000-000-8879-00000	449.95
6.	78	CDTC UNITS		12427-210-8699-69200	3,848.00
TOTAL AMOUNT					59,827.49
DISTRICT TOTAL					59,827.49
GRAND TOTAL					59,827.49

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 May 21, 2020 12:42:52PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 524048

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 **\$258.74**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$258.74	
					\$258.74

TOTAL DEPOSIT: **\$258.74**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$258.74 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200153

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED

NOT SIGNED

AUDITOR'S AUTHORIZED SIGNATURE

TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS

J62953 DC0100 L.00.01 05/21/20 PAC

Date last used from: 05/21/2020 To 05/21/2020
Transaction Number from: 200153 To 200153
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
200153	05/21/2020	05/21/2020	WKCCD DEPOSIT		
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	159.20
2.	78	REIMBURSEMENT		11000-352-4310-69610	99.54
TOTAL AMOUNT					258.74
DISTRICT TOTAL					258.74
GRAND TOTAL					258.74

ENTERED BY: MDJB UNAPPROVED

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Amanda Bauer
 SUBMIT DATE
 May 27, 2020 02:53:34PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 524306

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 **\$1,694,605.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
May 2020 Apportionment	84096	0886	5490	\$1,375,827.00	\$1,375,827.00

May 2020 Apportionment	84097	0886	5490	\$318,778.00	\$318,778.00
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TOTAL DEPOSIT: **\$1,694,605.00**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$1,694,605.00 CREDIT
 CARD: \$0.00
 NOTES: Deposit # 200154**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

DEPOSIT TRANSACTIONS

Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 200154 To 200154
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION		AMOUNT	A/R
LN.	DI	DETAIL	DESCR	-FUND-ORG-ACCT-PROGR-		
200154	05/27/2020	05/27/2020	May 2020 Apportionment	ENTERED BY: AMB UNAPPROVED		
1.	78	May 2020	Apportionment (EROD)	11000-000-8612-00000	1,338,400.00	N
2.	78	May 2020	Apportionment (EROD)	11000-000-8618-00000	10,056.00	N
3.	78	May 2020	Apportionment (EROD)	11006-201-8633-00000	8,820.00	N
4.	78	May 2020	Apportionment (EROD)	12551-353-8615-64600	3,849.00	N
5.	78	May 2020	Apportionment (EROD)	12551-353-8625-64600	13,639.00	N
6.	78	May 2020	Apportionment (EROD)	12000-303-8622-64300	34,522.00	N
7.	78	May 2020	Apportionment (EROD)	12000-305-8624-64301	4,344.00	N
8.	78	May 2020	Apportionment (EROD)	12000-311-8623-64200	20,668.00	N
9.	78	May 2020	Apportionment (EROD)	12000-311-8660-64200	834.00	N
10.	78	May 2020	Apportionment (EROD)	12600-309-8627-64992	11,912.00	N
11.	78	May 2020	Apportionment (EROD)	12000-319-8644-00000	131,169.00	N
12.	78	May 2020	Apportionment (EROD)	12050-431-8654-00000	1,415.00	N
13.	78	May 2020	Apportionment (EROD)	12060-113-8634-67801	1,416.00	N
14.	78	May 2020	Apportionment (EROD)	12569-353-8691-64600	3,757.00	N
15.	78	May 2020	Apportionment (EROD)	12000-318-8699-64800	852.00	N
16.	78	May 2020	Apportionment (EROD)	12558-223-8647-60103	21,014.00	N
17.	78	May 2020	Apportionment (EROD)	12603-125-8643-68900	69,387.00	N
18.	78	May 2020	Apportionment (EROD)	11000-000-8612-00000	18,551.00	N
TOTAL AMOUNT					1,694,605.00	*
DISTRICT TOTAL					1,694,605.00	**
GRAND TOTAL					1,694,605.00	***

WEST KERN COMMUNITY COLLEGE DISTRICT

Travel Period: 5/1/20 - 5/31/20*

Employee	Event/Purpose	Location	Travel Start Date	Travel End Date	Estimated Cost

*There was no travel this period.