

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

April 6, 2022

Cougar Room
(Access Through the Library Entrance)

5:00 p.m.

29 Cougar Court
Taft, California 93268

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

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

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

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

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

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

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

4:00 p.m. Tour of Taft College Student Resource Center and Veteran's Center

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

3. ADJOURN TO CLOSED SESSION
 - A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION
5. FLAG SALUTE
6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
7. GENERAL COMMUNICATIONS
8. APPROVAL OF MINUTES – Regular Meeting Held March 9, 2022 and Special Meeting Held March 14, 2022
9. NEW BUSINESS:
 - A. Request for Ratification – TC 22-008 CDC Site Concrete Project; \$50,620.00
 - B. Request for Ratification – TC 22-009 Elevator Door Replacement Project; \$49,640.00
 - C. Second Reading and Request for Approval – Board Policy Review
BP #7130 Compensation
 - D. Second Reading and Request for Approval – Board Policy Revision
BP #1200 District Mission
BP #2310 Regular Meetings of the Board
BP #3200 Accreditation
BP #7120 Recruitment and Hiring
BP #7600 Campus Security Officers
10. CONSENT AGENDA (Items A – M)
 - A. Request for Approval – Teleconference Option Under AB 361
 - B. Request for Approval – Four-Day Workweek Policy

- C. Request for Approval – Mutual Confidentiality Agreement between Unite USA Inc. and Taft College; Effective for Three Years
- D. Request for Approval – Agreement with Total Compensation Systems, Inc. for Actuarial Services; Not to Exceed \$10,650.00
- E. Request for Approval – State of California WEX Fuel Card Program; Expires 6/30/25
- F. Request for Approval – Replacement Vehicles for TIL Program; Two Traverses \$67,211.70
- G. Request for Approval – Person Centered Thinking, Planning & Practices Training for TIL Employees; 4/1/22 – 12/30/22; \$38,900.00
- H. Request for Ratification – Emsi Software Subscription Renewal; 3/22/22 – 3/21/23; \$16,000.00
- I. Request for Approval – Convergent Tech Lenel Software Maintenance; 5/3/22 – 5/2/23; \$8,728.00
- J. Request for Ratification – Annual Tutor Trac Hosting and Support Agreement with Redrock Software Corp.; 3/1/22 – 2/28/23; \$5,485.00
- K. Request for Approval – Contract for Professional Services with Amanda Bauer; 4/11/22 – 4/11/23; \$100.00 per Hour Not to Exceed 150 Hours
- L. Request for Approval – ABTech Technologies Quotation #ABTQ12466 Red Hat License for IT Servers; 5/31/22 – 5/30/23; \$8,938.10
- M. Ratification of the March 2022 Vendor Check & Purchase Order Registers

11. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

12. EMPLOYMENT (Action)

- A. Classified/Confidential/Management Employment (Appendix I)
- B. Separations (Appendix I)

13. REPORTS:

- A. Financial Reports (For Information)
 - 1. Revenue Accounts (Account Level 1) FY 2021/22
 - 2. Expenditure Accounts (Account Level 1) FY 2021/22
 - 3. Expenditure Detail of \$10,000.00 or Greater, March 2022
 - 4. Student Organization and Special Accounts, March 2022
 - 5. Funds Deposited in County Treasury, March 2022
 - 6. Employee Travel Report – March 2022
- B. Trustee Reports
- C. Academic Senate Report

D. Reports from Staff and Student Organizations

14. REPORT OF THE SUPERINTENDENT/PRESIDENT

15. CONTINUATION OF CLOSED SESSION (If Necessary)

16. NEXT MEETING DATE

The next regular meeting is scheduled for Wednesday, May 11, 2022, at 5:00 p.m.

17. ADJOURNMENT

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

REGULAR MEETING

March 9, 2022

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

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

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

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 6:00 p.m., it was moved by Trustee Orrin, seconded by Secretary Long and unanimously carried, to reconvene in Public Session. President Cole reported that no action was taken.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

There were no public comments.

GENERAL COMMUNICATIONS

There were no general communications.

PRESENTATION – ASO Fall Update

Marco Martinez, the Social Media and Publicity Officer for the Associated Student Organization, presented on his role and responsibilities as the Regional Affairs Director for Region VI. In his role he represents the students of seven districts spanning across five counties. Student Trustee Desirae Salas reviewed activities from Fall 2021 including welcome week, club rush, breast cancer awareness activities, Native American heritage speaker, movie night and a Christmas extravaganza.

APPROVAL OF MINUTES

On a motion by Secretary Long, seconded by Trustee Orrin and unanimously carried, the minutes of the Regular Meeting held February 9, 2022 and the Special Meeting held February 9, 2022.

NEW BUSINESS

Request for Approval – Board of Trustees Goals 2021/22

President Cole stated that the goals were established after a Board retreat where area administrators reported on current District progress. The goals are set annually by the Board to provide direction to the District. On a motion by Trustee White, seconded by Secretary Long and unanimously carried, the goals were approved (copy attached to official minutes).

Request for Approval – ACCJC Annual Report and Annual Fiscal Report

Dr. Xiaohong Li, Vice President of Information and Institutional Effectiveness, told the Board that this annual report was populated with the previous three years collective data. The report will be submitted after the state releases information that is needed prior to submission. The fiscal report is data from the previous budget. On a motion by Secretary Long, seconded by Trustee Chavira and unanimously carried, the request was approved (copy attached to official minutes).

Second Reading and Request for Approval – Board Policy Revision

BP #3725 Information and Communications Technology Accessibility & Acceptable Use

BP #5035 Withholding of Student Records

BP #5050 Student Success and Support Program

Dr. Daniels said that revisions were made in alignment with suggestions from the Community College League of California Policy and Procedure Services program. On a motion by Trustee Orrin, seconded by Trustee White and carried unanimously, the revisions were approved (copy attached to official minutes).

First Reading – Board Policy Review

BP #7130 Compensation

Dr. Daniels said the policy was reviewed and found to be in compliance with the California Policy and Procedure Services program and with local practice.

First Reading – Board Policy Revision

- BP #1200 District Mission
- BP #2310 Regular Meetings of the Board
- BP #3200 Accreditation
- BP #7120 Recruitment and Hiring
- BP #7600 Campus Security Officers

Dr. Daniels said that revisions were made in alignment with suggestions from the Community College League of California Policy and Procedure Services program.

CONSENT AGENDA:

- A. Request for Approval – Teleconference Option Under AB 361
- B. Request for Approval – Resolution 2021/22-10 – Faculty Appreciation Week
- C. Request for Approval – Resolution 2021/22-11 – Classified Appreciation Week
- D. Information Item – CCFS – 311Q for the 2nd Quarter Ending December 31, 2021
- E. Request for Approval – 2021/2022 Request for Authorization to Transfer Unrestricted General Funds to the Futuris Public Entity Investment Trust Program for Post-Employment Benefits; \$642,878.00
- F. Request for Ratification – Off Campus Rental for TIL Program; 2/1/22 – 6/30/22
- G. Request for Approval – ABTECH Technologies Quotation Contract No. M5320 for Hardware and Software Maintenance; 4/16/22 – 4/16/23; \$9,819.00
- H. Request for Ratification – CommonLook Software PDF Remediation and Accessibility Services for Taft College Website; \$5,400.00
- I. Request for Approval – PortalGuard Invoice #012622-S1 Annual Renewal – PortalGuard Software License, Technical Support & Maintenance Contract; 4/27/22 – 4/26/23; \$5,000.00
- J. Request for Ratification – Professional Services Agreement with Dr. Jarek Jaino; 1/12/22; \$250.00
- K. Ratification of the February 2022 Vendor Check and Purchase Order Registers

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

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

There were no comments.

EMPLOYMENT

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

Yes: Dawn Cole, Billy White, Carlos Chavira, Michael Long 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 2021/22
2. Expenditure Accounts (Account Level 1) FY 2021/22
3. Expenditure Detail of \$10,000.00 or Greater, February 2022
4. Student Organization and Special Accounts, February 2022
5. Funds Deposited in County Treasury, February 2022
6. Employee Travel Report – February 2022

Trustee Reports

Trustee Orrin noted that the promotion of the Centennial events around the community has been noticed and is appreciated.

President Cole thanked Dr. Daniels for her service as a Taft Chamber board member. She also commended the College for their visual promotion of the Centennial in the community and for the return of events such as the golf tournament and community breakfast.

Academic Senate

Dr. Eveland, Academic Senate President, recently met twice and completed necessary tasks. She thanked her colleagues for their commitment for the extra time given to ensure work progressed.

Associated Student Organization

Desirae Salas, Student Trustee, reported that the ASO is planning for several end of year activities and gearing up for graduation.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, told the Board that Grad Fair has begun in the Bookstore. Facility projects are progressing with the repainted G-building area and Child Development Center most recently being completed. Fiscal Services is in budget preparation mode and working with budget managers to begin 2022-23 budget planning.

Student Services

Damon Bell, Interim Vice President of Student Services, reported statistics from the recent COVID-19 vaccination clinic and that another has been scheduled for March. Graduation application

deadline has passed and 406 students have applied. The ASO is preparing a food give away event to assist students and book vouchers will be given to late start spring students. Dr. Bell introduced Cecelia Alvarado, the new Dean of Student Services.

Dental Hygiene

Dr. Vickie Kimbrough, Director of Dental Hygiene, said that students are registering for the professional exam. The clinic continues to serve patients and maintain aerosol control. Dr. Kimbrough is working to prepare an application for a bachelor program in Dental Hygiene.

Faculty Association

Ruby Payne, Faculty Association President, reported that faculty are working with administration to complete scheduling for summer/fall classes.

Phi Theta Kappa

Sharyn Eveland, Advisor for PTK, announced the new date spring induction ceremony as April 22nd. She encouraged Board, administration and staff to attend in support of the students.

Campus Safety and Security

Kevin Altenhofel, Executive Director of Campus Safety and Security, told the Board that the hiring of a security position is wrapping up. The department will again be fully staffed.

Institutional Research and Information Technology Services

Dr. Xiaohong Li, Vice President of Information and Institutional Research, said that the Institutional Research staff are working on federal and state reporting that is required at the end of each school year. The Strategic Planning Committee continues to develop and prepare the District for a 3-year Program Review cycle. The Information Technology department continues to serve students and staff.

Career Technical Education

Armin Rashvand, Dean of Instruction and Career Technical Education, said he has been meeting with CTE staff and will begin adjunct faculty observations soon.

Marketing

Susan Groveman, Executive Director of Marketing and Community Relations, reported on the status of the ASO literary project with United Way. The project will send books to District youth in an effort to encourage literacy building at a young age. She also shared progress on Centennial events.

REPORT OF THE SUPERINTENDENT

Dr. Daniels presented recent activities which included the Taft Chamber Installation, a K-16 Collaboration meeting with local educational institutions that is being led by CSU Bakersfield, and the CEO Symposium hosted by Community College League of California. She also told the Board that the Centennial Gala is sold out. She thanked staff and volunteers that have worked on the event.

NEXT MEETING

The next monthly meeting is tentatively scheduled for Wednesday, April 6, 2022.

ADJOURNMENT

At 6:47 p.m., on a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Michael Long, Secretary

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

SPECIAL MEETING

March 14, 2022

The special meeting of the Board of Trustees of the West Kern Community College District and Board of Trustees of Taft Union High School District was called to order at 6:13 p.m. by President Dawn Cole. Secretary Michael Long and Trustees Carlos Chavira, Dr. Kathy Orrin and Billy White were present. TUHS Trustees John Kopp, Paul Linder, Mary Hagstrom, George Harmer and Julie Ortlieb were in attendance. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance. TUHS Superintendent Jason Hodgson, Principal Mary Alice Finn and Secretary Julie Gragg were in attendance.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

WELCOME AND INTRODUCTIONS - WKCCD & TUHS BOARD MEMBERS AND GUESTS

PUBLIC COMMENT ON JOINT MEETING AGENDA ITEMS

There were no public comments.

JOINT BOARD MEETING ITEMS

California Academic Project Program - CAPP

Dr. Damon Bell, Interim Vice President of Student Services, shared the intent and purposed of the California Academic Partnership Program (CAPP). CAPP objective is to partner high schools with higher education institutions to transition students in math and English with higher success rates. Dr. Bell said that work between WKCCD and TUHS counselors, staff and faculty has increased the English success rate in ENGL 1500 by 10% in first year freshmen students and 5% in math courses. CAPP goals also include reducing the gap between white and Hispanic students. This summer the CAPP statewide meeting will be in person for the first time since the pandemic began. Mary Alice Finn reported that TUHS female and male data showed that gender was relatively equal but the gap between Hispanic and white students needs to be addressed (copy attached to official minutes).

Dual Enrollment

Dr. Leslie Minor, Vice President of Instruction, reviewed enrollment numbers in dual enrollment courses (copy attached to official minutes). Dr. Minor also shared that new to the dual enrollment courses in 2021-22 is the addition of classes taught by College professors on the high school campus. This is the first year this modality has been used and feedback from administration and the instructors will be evaluated to improve the instructional experience for students and instructors. Administration is planning to offer college math courses on the TUHS campus in the future.

West Kern Adult Education Network

Stacey Falgout, Program Director of WKAEN, presented data and information on the offerings from the program. The program serves GED, English as Second Language, and a variety of Career Technological Education courses. WKAEN also offers testing to the community for GED and Pearson Vue tests. Ms. Falgout shared details of the work being completed at the Veteran's Building and plans to use the building once construction is done.

Bachelor's Degree Program

Dr. Minor informed the Boards that the College is applying for a bachelor's degree program in Dental Hygiene. With the approval of Assembly Bill 927, community colleges may apply for a 4-year program that offers workforce education not offered by the state university systems. The Dental Hygiene program would not impact clinic hours for students as the bachelor courses are lecture-based courses that would mostly occur online. The degree would enable students to broaden their career choice in the dental field.

CLOSED SESSION

There was no closed session.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, April 6, 2022.

ADJOURNMENT

At 7:01 p.m., on a motion by Trustee Orrin, seconded by Trustee Chavira and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Michael Long, Secretary

Date: March 24, 2022
Submitted by: Richard Treece, Director of Facilities & Planning
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Ratification

BV

Board Meeting Date: April 06, 2022

Title of Board Item:

Request for Ratification of TC 22-008 CDC Site Concrete Project

Background:

The District is replacing site concrete and sidewalks at the Child Development Center to eliminate tripping / slipping hazards. The scope of work includes, but is not limited to, demolition and removal of decorative brick wall, demolition and removal of existing "turf", and demolition of designated sidewalks and site concrete; new concrete to be 4" thick at 4,000 PSI with a heavy broom finish; protect existing handrails, stairs, and surrounding areas. Seven contractors were solicited for proposals and Rosedale Concrete Construction was the low proposer with a total project cost of \$50,620.00. Accordingly, it is my recommendation that the board of trustees award this project to Rosedale Concrete Construction.

Terms (if applicable):

None

Expense (if applicable):

The total cost for this contract will be \$50,620.00

Fiscal Impact Including Source of Funds (if applicable):

This project is funded by restricted funds in the Child Development Center FY 21/22 Budget.

Approved: 
Dr. Debra Daniels, Superintendent/President

QUOTE / PROPOSAL TABULATION



Project Name: CDC Site Concrete
Project No: TC 22-008
Owner: West Kern CCD / Taft College
Architect: N/A

Job Walk: Yes
Bids Rcvd at: Taft College Facilities
Bids Requested: 02/28/22
Bids Due: 03/24/22

Contractor	Base Bid	Alternate	Total Bid	Bid Bond	CSLB#	DIR #	Date RCVD	Remarks
Rosedale Concrete Construction	\$ 50,620.00	\$ -	\$ 50,620.00	NA	968780	1000002943	03/21/22	
Cen-Cal Construction	\$ 67,250.00	\$ -	\$ 67,250.00	Y	778974	1000000507	03/24/22	
Grant Construction Inc	\$ -	\$ -	\$ -		767223	1000025402		Did not bid
J.L. Plank Inc.	\$ -	\$ -	\$ -		962895	1000001026		Did not bid
Monroe Construction Inc.	\$ -	\$ -	\$ -		704169	1000033432		Did not bid
Simmons Construction Inc.	\$ -	\$ -	\$ -		718108	1000002743		Did not bid
Terry Bedford Concrete Construction Inc	\$ -	\$ -	\$ -		588701	1000001110		Did not bid
Black Hall Construction	\$ -	\$ -	\$ -		860638	1000005963		Did not bid

PROPOSAL FORM

RE: TC 22-008 CDC Site Concrete
TO: Taft College / West Kern Community College District
FROM: Rosedale Concrete Construction, Inc.
(Proposer Name)

1. The above identified Proposer submits the following proposed Proposal Price for the Taft College TC 22-008 CDC Site Concrete project.

1	Base Scope	\$ 50,620.00
2	Alternate / other	\$ <u> </u>
Total Bid Price (Total Lines 1-2)		\$ 50,620.00

2. The Total Proposal Price is inclusive of all labor, materials, equipment, bonds and services necessary to complete the Project in accordance with requirements of the Contract Documents.
3. The Total Proposal Price incorporates requirements of, and pricing for, all matters described in the Contract Documents, including Proposal Addendum Nos. 1,2 inclusive.
4. The Proposer has submitted the following with this Proposal:
- Bid Security (if required)
 - Non-Collusion Affidavit
 - Certificate of Workers Compensation
 - Subcontractors List
 - Drug-Free Workplace Certification
5. The individual executing this Proposal on behalf of the Proposer is an employee of the Proposer, authorized to submit this Proposal on behalf of the Proposer and to bind the Proposer to the Proposal.

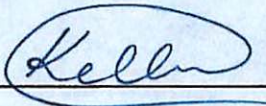
Dated: 3/24/2022
By: Kellie Mikkelsen
(Name Typed or Printed)
Title Office Manager

DIR Registration #: PWCR 1000002943
CSLB #: 968780

SUBCONTRACTORS LIST

Project: TC 22-008 CDC Site Concrete

Name of Proposer Rosedale Concrete Construction Inc.

Authorized Signature: 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration No.
American Concrete Cutting & Demolition	1345 N. American St. Visalia, CA. 93291	Demolition of existing concrete	961204	1000000369
Knight's Pumping & Portable Services, Inc.	1550 James Rd. Bakersfield, CA. 93308	temporary fencing & gravel bags	802141	will not disclose

PROPOSAL FORM

RE: TC 22-008 CDC Site Concrete
TO: Taft College / West Kern Community College District
FROM: J. L. Plank Inc. dba Cen-Cal Construction
(Proposer Name)

1. The above identified Proposer submits the following proposed Proposal Price for the Taft College TC 22-008 CDC Site Concrete project.

1	Base Scope	\$ 67,250.00
2	Alternate / other	\$ 0
	Total Bid Price (Total Lines 1-2)	\$ 67,250.00

2. The Total Proposal Price is inclusive of all labor, materials, equipment, bonds and services necessary to complete the Project in accordance with requirements of the Contract Documents.
3. The Total Proposal Price incorporates requirements of, and pricing for, all matters described in the Contract Documents, including Proposal Addendum Nos. 1, 2 inclusive.
4. The Proposer has submitted the following with this Proposal:
- Bid Security (if required)
 - Non-Collusion Affidavit
 - Certificate of Workers Compensation
 - Subcontractors List
 - Drug-Free Workplace Certification
5. The individual executing this Proposal on behalf of the Proposer is an employee of the Proposer, authorized to submit this Proposal on behalf of the Proposer and to bind the Proposer to the Proposal.

Dated: 3/24/22

DIR Registration #: PWCR 1000001026

By: Stephanie Plank
Stephanie Plank

CSLB #: 962895

(Name Typed or Printed)

Title Secretary


SUBCONTRACTORS LIST

Project: TC 22-008 CDC Site Concrete

Name of Proposer J. L. Plank Inc. dba Cen-Cal Construction

Authorized Signature: 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration No.
Austin Enterprise	PO Box 81924 Bakersfield, CA 93380	Sawcutting	764893	1000001894

Date: March 24, 2022
Submitted by: Richard Treece, Director of Facilities & Planning
Area Administrator: Brock McMurray, EVP of Administrative Services 
Subject: Request for Ratification

Board Meeting Date: April 06, 2022

Title of Board Item:

Request for Ratification of TC 22-009 Elevator Door Replacement Project

Background:

The elevator in the Administrative Building is regularly inspected, maintained and repaired by our service provider, Otis Elevator. The elevator door has exceeded its useful lifespan, is now in a state of disrepair, and is in need of replacement. Otis Elevator recently repaired the elevator door by pop riveting the door skin to the door as a temporary measure to ensure efficient elevator operation.

Several attempts to solicit quotes from other elevator service companies were made. Alliance Elevator Co was contacted, and they indicated that they do not service our area. Information regarding other elevator service companies was solicited from Alliance Elevator Co., resulting in no responses. This project was submitted as one of the FY 21/22 Deferred Maintenance projects, which has been approved by the CCCCCO / FPU. It is my recommendation that the board of trustees award this project to Otis Elevator for the total amount of \$49,640.00

Terms (if applicable):

None

Expense (if applicable):

The total cost for this contract will be \$49,640.00.

Fiscal Impact Including Source of Funds (if applicable):

These funds are in the FY 21/22 Deferred Maintenance Budget

Approved: 
Dr. Debra Daniels, Superintendent/President



Made to move you

DATE: 12/09/2021

TO:
TAFT COLLEGE
Dba "taft College"
29 Cougar Court
Taft, CA 93268

FROM:
Otis Elevator Company
4300 Ashe Road #108
Bakersfield, CA 93313

EQUIPMENT LOCATION:
TAFT COLLEGE
29 Cougar Court
Taft, CA 93268

Amy Bennett
Phone: (775) 313-7066
Fax: (860) 353-0664

PROPOSAL NUMBER: AYO211209151351

MACHINE NUMBER(S) : F83584

CUSTOMER DESIGNATION(S) :STUDENT SVCS AD

HOISTWAY & CAR DOOR REPLACEMENT

Otis will provide a state-licensed elevator technician crew to remove the existing hoistway and car doors. The doors will be replaced with new doors. Once the new doors have been installed, they will be adjusted for proper door closing time and a smooth operation.

NOTE: All work will be performed during the normal trade hours of Monday-Friday. Otis will make every attempt to accommodate customer scheduling. Any work performed outside of normal trade hours would require a revised proposal for overtime.

Otis Service and Repair Order

TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed, the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God, provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY, AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.



BOARD AGENDA ITEM

Date: February 24, 2022
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 6, 2022

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

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

BP #7130 Compensation

Terms (if applicable):
N/A

Expense (if applicable):
N/A

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

Approved: 

Dr. Debra Daniels, Superintendent/President

BP 7130 Compensation

Reference:

*Education Code Sections 70902(b)(4), 72411, 87801, 88160;
Government Code Section 53200*

Salary schedules, compensation and benefits, including health and welfare benefits, for all classes of employees and each administrator employed pursuant to a contract under Education Code Section 72411 shall be established by the Board.

Prohibition of Incentive Compensation

[Note: Except as applicable to foreign students residing in foreign countries who are not eligible to receive federal student assistance] The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as “covered employees” for purposes of this policy.

Date: February 9, 2022
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 6, 2022

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


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

BP #1200	District Mission
BP #2310	Regular Meetings of the Board
BP #3200	Accreditation
BP #7120	Recruitment and Hiring
BP #7600	Campus Security Officers

Terms (if applicable):
N/A

Expense (if applicable):
N/A

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

Approved: 
Dr. Debra Daniels, Superintendent/President

BP 1200 District Mission

Reference:

ACCJC Accreditation Standard I.A

Our Vision

Taft College instills a passion for learning, leading to success for all.

Our Mission

Taft College is committed to creating a community of learners by enriching the lives of all students we serve through career technical education, transfer programs, foundational programs, [baccalaureate programs](#), and student support services. Taft College provides an equitable learning environment defined by applied knowledge leading to students' achievement of their educational goals.

Our Values

1. Students and their success
2. A learning community with teaching excellence
3. An environment conducive to learning, fairness, dialogue, and continuous improvement
4. A communicative, collaborative, collegial, and respectful culture
5. A partnership of students, faculty, support services, and community
6. Innovation, diversity, creativity, and critical thinking
7. Academic, financial, personal, and professional integrity
8. Employees and their professional development
9. A transparent, accessible, participative governance structure.

The mission is evaluated and revised once an accreditation cycle.

BP 2310 Regular Meetings of the Board

Reference:

Education Code Section 72000(d); Government Code 54952.2, 54953 et seq.; 54961

Regular meetings of the Board shall be held the second Wednesday of each month. Regular meetings of the Board shall normally be held at Taft College, 29 Cougar Court, Taft, California.

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District, or is meeting during a proclaimed state of emergency.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

Meetings During Proclaimed States of Emergency

1. Prior to January 1, 2024, the Board may hold a regular meeting, or special or emergency meetings as defined in BP 2320 Special and Emergency Meetings, virtually through voice or video teleconferencing services during a proclaimed state of emergency under the provisions of the Brown Act.

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In order for the Board to meet virtually during a proclaimed state of emergency, the Board will make findings by majority vote, as required by the Brown Act.

If the Board elects to meet virtually during a proclaimed state of emergency, the District will comply with relevant provisions of the Brown Act regarding the posting of agendas, public access to meetings through call-in or internet-based service options, public participation, and limits on Board action in the event of a meeting disruption due to interruption of teleconferencing services.

During proclaimed states of emergency, the Board is not required to provide a physical location from which members of the public may attend or provide public comment.

WKCCD Board Policies & Procedures

~~Reviewed~~ Revised 3/7/41??/20??

Page 2 of 2

Working Copy 1/12/22

BP 3200 Accreditation

Reference:

ACCJC Accreditation Eligibility Requirement 21;
ACCJC Accreditation Standards I.C.12 and 13 (formerly IV.B.1.i);
[Title 5 Section 54016](#)

The Superintendent/President shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and [the U.S. Department of Education for baccalaureate programs](#) of other District programs that seek special accreditation.

The Superintendent/President shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Superintendent/President shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Superintendent/President shall provide the Board with a summary of any accreditation report and any actions taken or to be taken in response to recommendations in an accreditation report.

See Administrative Procedures AP 3200

BP 7120 Recruitment and Hiring

Reference:

*Education Code Section 70901.2, 70902(b)(7) & (d), 87100 et seq., and 87458;
Title 5, Section 53000, et seq. and 51023.5;
ACCJC Accreditation Standard III. A. 1*

The District's recruitment and hiring procedures will demonstrate a commitment to diversity, equality, and inclusion in order to achieve the District's mission and support students in achieving their educational goals. The District's recruitment and hiring procedures will allow the District to engage in diversity hiring that increases the representation of underrepresented communities in the District's workforce. Diversity hiring includes a hiring process that mitigates unconscious bias and eliminates irrational barriers to employment to allow the District to hire the best candidate regardless of the candidate's protected classes. Underrepresented communities consist of individuals holding identities broadly underrepresented in the District's workforce in comparison to their representation in the field or job category within the state of California or nationally in higher education.

The Superintendent/President shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

An Equal Employment Opportunity plan shall be implemented according to Title 5 and Board Policy 3420 titled Equal Employment Opportunity. The District's Equal Employment Opportunity plan will document the multiple measures that capture the board array of strategies and actions the District uses or will use to ensure equal employment opportunity. The Vice President of Human Resources will provide the Board with an annual report regarding the District's Equal Employment Opportunity Plan.

Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.

The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.

The criteria and procedures for hiring classified employees shall be established after first affording CSEA Chapter #543 an opportunity to participate in the decisions under the Board's policies regarding local decision making.

BP 7600 Campus Security Officers

Reference:

Education Code Section 72330.5

The District shall employ campus security officers, who shall provide services as security guards, or patrol persons on or about the campus(es) owned or operated by the District. The District recognizes that campus security officers play a particularly important role in fostering inclusion, forging cultural awareness, and promoting mutual understanding and respect. The District is committed to employing and supporting qualified campus security officers who are dedicated to eradicating racism, discrimination, and biases from our campuses.

Their Security officers' duties include, but are not limited to the primary use of de-escalation techniques in protecting persons or property, preventing the theft of District property, and reporting any unlawful activity to the District and local law enforcement.

The Superintendent/President shall establish procedures necessary for administration of campus security. In addition, the Superintendent/President shall enter into an agreement with local law enforcement, which includes provisions that campus security officers shall cooperate with local law enforcement in performing their duties.

Every campus security officer who works more than twenty hours per week shall complete a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs as required by Education Code Section 72330.5. If an officer is required to carry a firearm, he or she shall also satisfy the training requirements of Penal Code Section 832, and any other legal requirements.

Every campus security officer shall meet other requirements set out in Education Code Section 72330.5.

See Administrative Procedures AP 7600

Date: March 16, 2022
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 6, 2022

Title of Board Item:
WKCCD Board of Trustees – Teleconference Option Under AB 361

Background:
With the onset of the COVID-19 pandemic, legislation was passed to relax the Brown Act provisions to allow teleconference meetings. Effective October 1, 2021, new legislation AB 361 allows the WKCCD Board of Trustees to declare the potential use of the teleconference option as allowable under the current state of emergency as declared by the Governor due to the COVID-19 pandemic.

Terms (if applicable):
Effective for next 30 days

Expense (if applicable):
N/A

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

Approved: 
Dr. Debra Daniels, Superintendent/President

Date: March 24, 2022
Submitted by: Heather del Rosario, Vice President, Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 13, 2022

Title of Board Item:
Four-Day Workweek Policy

Background:
The District would like to extend its current practice to implement a ten hour – four day summer workweek policy for all District faculty and staff in departments that are able to participate into the period of May 23, 2022-August 12, 2022. Departments that are eligible as outlined in the relevant MOU will work on campus Monday-Wednesday, with Thursday serving as a remote day.

The attached MOU outlines the details of the change in the Districtwide work schedules during this time period. The attached policy also serves as a qualified alternative work schedule under the Classified Bargaining Agreement and under the Education Code. Any hourly classified employees working the ten hour – four day work schedule will not incur overtime for hours worked over 8 in the day for the standard overtime work schedule during this time period.

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

Memorandum of Understanding

Classified School Employees Association and its Taft College Chapter #543

And

West Kern Community College District

Four-Day Work Week


This West Kern Community College District ("District") and California School Employee Association 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 of a Four-Day Work Week, effective May 23, 2022 through August 12, 2022.

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 Four-Day Work Week as follows:
 - a) For the period of May 23, 2022 through August 12, 2022, employees in eligible departments will be required to report to campus for work Monday-Wednesday. Employees will work remotely on Thursday and will be off on Friday. The parties agree that these dates may be modified, including extended, by mutual agreement of the Taft College Classified Collective Bargaining Committee. The following exceptions to apply:
 - Employees in Maintenance and Operations: will work a four-day workweek on campus. District need requires Maintenance and Operations duties be performed Monday through Friday. Schedules will be created to ensure necessary coverage while complying with the four-day workweek requirement.
 - Cafeteria will work a four-day workweek, Monday-Thursday, on campus. The Cafeteria will be closed on Friday.
 - Child Development Center, Transition to Independent Living and Bookstore will maintain on-site operations Monday – Friday.
 - Dental Hygiene is not eligible as individual alternate work schedules are in place to support department and clinic needs.
 - Campus Security will continue to provide on-campus security 7 days per week.
 - b) The parties agree that effective dates and impacted departments are subject to change based on student support needs. Changes will be made through mutual agreement with the Taft College Classified Collective Bargaining Committee.
 - c) The parties agree to waive the daily overtime provision for hours worked up to 10 per day for employees eligible to work a four day work week.
3. This MOU does not establish a precedent or create a past practice in regard to the subject matters set forth herein.

4. 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.
5. This Agreement will become effective after ratification by the CSEA members and the District's Governing Board.



Debra Daniels, Superintendent/President
West Kern Community College District

Greg Hawkins, President
California School Employees Association Chapter #543

Dated: 3/30/22

Dated: _____

Andrea Juarez, Labor Relations Representative
California School Employees Association

Board Approval:

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

First Presentation: _____, 2022

Second Presentation/Approval: _____, 2022

BOARD AGENDA ITEM

Date: March 21, 2022
Submitted by: Damon A. Bell, VP of Student Services *DAB*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 6, 2022

Title of Board Item:

Mutual Confidentiality Agreement between Unite USA Inc. and Taft College

Background:

This agreement allows Taft College to enter into a partnership with Unite USA Inc. to connect the TC Basic Needs Center and students to every available basic need resource on campus, in the community, and in Kern County. This service will basically be used as a referral platform for students to be directed to resources falling under basic needs including food and clothing, Cal Fresh, housing, showers, mental health and wellness, etc. TC will be able to use this platform to track students and follow-up with them to make sure they received the service. The goal is for student to go to one place on campus (Basic Needs Center) for direction and guidance to receive additional help or resources for basic needs insecurities. This services will also allow TC to run reports to identify trends and to provide information for the annual report due to the Chancellor's Office.

Terms (if applicable):

The agreement will continue for a period of three (3) years after the effective date when signed and received.

Expense (if applicable):

No cost.

Fiscal Impact Including Source of Funds (if applicable):

This is no cost to the District for this service.

Approved: *Debra Daniels*
Dr. Debra Daniels, Superintendent/President

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this "Agreement"), effective as of the last date set forth on the signature page (the "Effective Date"), is entered into by and between Unite USA Inc., a Delaware corporation (the "Company"), and the entity or individual whose name and notice information appear on the signature page below (such entity, together with the Company, the "Parties", and each, a "Party").

WHEREAS, in connection with the Parties' discussion of a potential business arrangement (the "Purpose"), the Parties desire to share certain Information that is non-public, confidential or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties, intending to be legally bound, agree as follows:

1. **Confidential Information.** Except as set forth in Section 2 below, "Confidential Information" means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date by or on behalf of either Party (a "Disclosing Party") to the other Party (a "Recipient") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, shareholders, members, agents, attorneys, accountants or advisors (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic, photographic, recorded or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, without limitation: (a) all information concerning the Disclosing Party's customers', suppliers' and other third parties', past, present and future business affairs including, without limitation, finances, employee information, supplier information, products, services, organizational structure, ownership information, investor information and internal practices, cost and pricing information, forecasts, sales and other financial results, records and budgets, proposals, reports, analyses, studies, and business, marketing, development, sales and other commercial strategies and plans; (b) all unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (c) all designs, specifications, techniques, devices, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, whether or not the foregoing is patented, tested, reduced to practice, registered or subject to copyright; (d) all third-party confidential information included with, or incorporated in, any information provided by or on behalf of the Disclosing Party to the Recipient or its Representatives; (e) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party's business; and (f) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials, whether in written or oral form, electronically stored or otherwise, prepared by or for the Recipient or its Representatives that contain, refer to, incorporate, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing (collectively, the "Notes").

2. **Exclusions from Confidential Information.** Except as required by applicable law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of any breach or violation of this Agreement by the Recipient or any of its Representatives; (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not known by the Recipient (at the time of such disclosure) to be prohibited from disclosing such Confidential Information to the Recipient; (c) was rightfully known by or in the possession of the Recipient prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by the Recipient without reference to, use of or benefit from, in whole or in part, any of the Confidential Information.

3. **Recipient Obligations.** The Recipient shall, and shall cause its Representatives to: (a) protect and safeguard the confidentiality of all of the Disclosing Party's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any reason or purpose other than solely in connection with the Recipient's evaluation of the Purpose, or otherwise in any manner to the Disclosing Party's detriment; (c) except as otherwise provided in this Agreement, not disclose any

such Confidential Information to any person for any reason, except to the Recipient's Representatives who: (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, for purposes of evaluating the Purpose on behalf of the Recipient; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; (d) comply with all applicable on-site access, remote access and related security rules and procedures of the Disclosing Party; (e) immediately notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches or violations of this Agreement by the Recipient or its Representatives of which the Recipient has knowledge; (f) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure; (g) be fully responsible and liable for any breach or violation of this Agreement by (or caused by) any of the Recipient's Representatives and (h) not alter or remove from any Confidential Information, any proprietary rights legend, copyright notice, trademark or trade secret legend, or any other legend or notice identifying the material as Confidential Information.

4. **Additional Confidentiality Obligations.** Except as otherwise provided in this Agreement, as required by applicable federal, state or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit its Representatives to, disclose to any person (a) that the Confidential Information has been made available to it or its Representatives, or that it or its Representatives have inspected any portion of the Confidential Information; (b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or (c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose, all of which shall be considered "Confidential Information" for purposes of this Agreement.

5. **Required Disclosure.** Any disclosure by the Recipient or its Representatives of any of the Confidential Information pursuant to applicable federal, state or local law or regulation or a valid order issued by a judicial, governmental or regulatory entity (a "Legal Order") shall be permissible; provided that, to the extent permitted by applicable law, the Recipient shall make reasonable efforts to provide the Disclosing Party with (a) prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy; and (b) at the sole cost and expense of the Disclosing Party, reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6. **Term.** This Agreement shall continue for a period of three (3) years after the Effective Date, except that the non-disclosure obligations set forth herein shall survive with respect to Confidential Information constituting trade secrets under applicable law for so long as such information so qualifies.

7. **Determination Not to Proceed; Return or Destruction of Confidential Information.** If either Party determines not to proceed with the Purpose, it shall promptly notify the other Party of that decision. At the Disclosing Party's request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed in compliance with this Section 7. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed in compliance with this Section 7. Notwithstanding anything to the contrary in this Agreement, the Disclosing Party hereby agrees that the Recipient may retain (i) Confidential Information as is necessary for compliance with applicable laws, rules, regulations, court order or its internal compliance policies and (ii) any Confidential Information that it believes cannot reasonably be destroyed (such as oral communications reflecting the Confidential Information, firm electronic mail back-up records, back-up server tapes and any records of similar automated record-keeping or other retention systems). Notwithstanding the return or destruction of Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and non-use hereunder.

8. **No Transfer of Rights, Title or Interest.** Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential

Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

9. **No Other Obligation.** The Parties agree that: (a) this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient; (b) neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, by virtue of this Agreement, except for the matters specifically agreed to herein; and (c) each of the Parties is an independent contractor and neither the execution nor the performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or created the relationship of principal and agent between the Parties.

10. **Remedies.** Each Party acknowledges and agrees that money damages will not be a sufficient remedy for any breach or violation, or threatened breach or violation, of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or violation, or threatened breach or violation, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

11. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the Internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in New York City and New York County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

12. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses, facsimile numbers and e-mail addresses set forth on the signature page of this Agreement (or to such other address, facsimile number or e-mail address that may be designated by a Party from time to time in accordance with this Section).

13. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

14. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement

delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void.

17. **Waivers.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Definition.** The term "person", as used in this Agreement, shall be broadly interpreted to include, without limitation, any individual or entity.

[Remainder of Page Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

UNITE USA INC.

By _____

Name: Bill Perilli

Title: CFO

Date:

Address:

217 Broadway, Floor 8

New York, NY 10007

Attention: General Counsel, Finance

E-Mail Address: legal@uniteus.com;

finance@uniteus.com

Entity/Individual Name: Taft College

By _____


Name:

Title:

Date:

Address: Address

E-Mail Address:

Date: March 28, 2022
Submitted by: Brock McMurray, EVP of Administrative Services 
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 6, 2022

Title of Board Item:

Agreement with Total Compensation Systems, Inc. for actuarial services.

Background:

West Kern Community College District is required by the Governmental Accounting Standards Board (GASB) to conduct an actuarial study related to retiree health benefits every two years. WKCCD has contracted with Total Compensation Systems, Inc. for several years for actuarial services to comply with the GASB accounting standards 74/75.

The attached consulting services agreement is for actuarial services to comply with GASB 74/75. The actuarial reports from Total Compensation Systems, Inc. will include one full valuation and one "roll-forward" valuation, and are separated between four employee classifications.

It is my recommendation that the Board of Trustees approve this agreement.

Terms (if applicable):

The agreement will be effective beginning March 28, 2022, and will continue through December 31, 2023, or until all consulting services has been performed.

Expense (if applicable):

The total expenditures are not to exceed \$10,650.00 under the terms of the contract.

Fiscal Impact Including Source of Funds (if applicable):

This is a budgeted General Fund expenditure.

Approved: 

Dr. Debra Daniels, Superintendent/President

TCS Total Compensation Systems, Inc.

March 25, 2022

Amanda Bauer
Executive Director of Fiscal Services
West Kern Community College District
29 Emmons Park Dr
Taft, CA 93268-2317

Dear Amanda,

This letter is our proposal for GASB 74/75 actuarial valuation services. The proposal includes a full actuarial valuation as of June 30, 2022 as well as an anticipated roll-forward valuation as of June 30, 2023.

Fees and Our 10% Discount

To confidently schedule existing clients, we provide an incentive for clients who make a commitment in advance of the valuation date. To reserve a place in our schedule, please send the signed contract and non-refundable deposit of one-half of the full valuation fee by May 31, 2022. By reserving a spot, West Kern Community College District is not only guaranteed a valuation slot, but is given priority over every client that didn't reserve one.

We give a 10% discount of the full valuation fee as well as of the subsequent roll-forward valuation fee to those who reserve a spot by May 31, 2022. That means that, to reserve a spot, we must receive the signed contract and a check for \$3,195 – i.e. one-half of 90% of \$7,100 – by May 31, 2022. The following table shows our fees under GASB 74/75:

	<u>Full GASB 74/75</u>	<u>GASB 74/75 w/ 10% Discount</u>
Fee for Full Valuation	\$7,100	\$6,390
Roll-forward Valuation for 2 nd Year	\$3,550	\$3,195

Our fees are generally all-inclusive without additional charges for phone calls, re-work, or additional information. However, because the vast majority of our clients do not require an in-person meeting or a separate funding valuation, we prefer not to bake those costs into our standard fees. We do not charge to present valuation results via telephone or a video call or to provide a recommended funding schedule. In the rare cases where an in-person meeting is necessary, we charge based on travel time (to a maximum of \$4,000). Fees for substantial additional funding work are determined based on the scope of the project.

If you choose *NOT* to reserve a spot, we still hope to work with you on the GASB 74/75 valuation, though it will be at the full fee quoted above.

Second Year Roll-Forward Valuation

As you know, GASB 75 requires a full actuarial valuation at least every two years. Because your last full valuation was performed as of June 30, 2020, you are due for this full valuation as of June 30, 2022. While this proposal does include the subsequent roll-forward valuation that we anticipate performing as of June 30, 2023, we will confirm with you prior to performing that work to ensure circumstances have not changed and that you would still like for us to proceed with the roll-forward valuation.

Timing and Data Requirements

Our records indicate that you will use the results of this June 30, 2022 valuation in your financials for the fiscal year ending June 30, 2022. This means that the valuation will be on a compressed timetable with little room for deviation.

The following timeline shows when the primary data items are expected to be provided.

Data Item	Anticipated Delivery	Responsible Party
Census Data	May-July	West Kern Community College District
Asset Information	July-August	West Kern Community College District
Audit Report/ACFR	May-July	West Kern Community College District
Draft Report	July-October	TCS

Please keep in mind that even for an unfunded plan with no asset information necessary, the valuation relies on interest rate information that cannot be obtained prior to June 30, 2022. Therefore, the valuation cannot be completed until after June 30, 2022.

Please let us know if you have any questions about the above or generally about retiree health or pension benefits. We would very much appreciate once again having the opportunity to work with West Kern Community College District.

Sincerely,



Geoffrey L. Kischuk
Actuary
gkischuk@totcomp.com



Will Kane
Actuary
wkane@totcomp.com



Luis Murillo
Actuary
lmurillo@totcomp.com

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 7th day of April, 2022 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and West Kern Community College District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2023, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

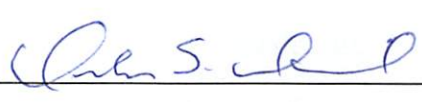
11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
WEST KERN COMMUNITY COLLEGE
DISTRICT

Signed: 

Signed: 

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: March 28, 2022

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to five employee classes. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$7,100. One-half, or \$3,550 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,550 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$3,550 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$3,195 by May 31, 2022, all amounts shown above shall be reduced by 10%.

Date: March 25, 2022

Submitted by: Richard Treece, Director of Facilities & Planning

Area Administrator: Brock McMurray, EVP of Administrative Services 

Subject: Request for Approval

Board Meeting Date: April 6, 2022

Title of Board Item:

State of California WEX Fuel Card Program

Background:

The State of California Department of General Services competitively bids contracts for services that are available for use to any agency that expends public funds.

The Department of General Services has negotiated a statewide agreement with WEX Bank for fleet fuel card and fuel management services effective from July 1, 2021, through June 20, 2025. The program cards are accepted at 95% of fuel stations nationwide and offer 24/7 U.S.-based support, including roadside assistance. In addition, the WEX fleet card offers a suite of control and alert tools that let users know where, when, what and how much is being spent.

It is my recommendation that West Kern Community College District become a participating agency of the State of California Contract No. MSA # 5-19-99-19-01 permitting the District to participate under the State Fleet Card Program with WEX Bank.

Terms (if applicable):

State of California Contract No. MSA # 5-19-99-19-01 expires June 30, 2025.

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: _____


Dr. Debra Daniels, Superintendent/President

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER
5-19-99-19

AMENDMENT NUMBER
1

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTOR NAME

WEX Bank

2. The term of this Agreement is:

START DATE

January 31, 2021, or upon State's Approval, whichever is later

THROUGH END DATE

June 30, 2025, with one (1) optional two-year extension by the State

3. The maximum amount of this Agreement after this Amendment is:

\$0

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibits noted below are deleted and replaced in their entirety by the attached amended exhibits incorporated herein:

Exhibit A (Scope of Work)

Exhibit F (Special Provisions)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

WEX Bank

CONTRACTOR BUSINESS ADDRESS

111 East Sego Lily Drive, Suite 250

CITY

Sandy

STATE

UT

ZIP

84070

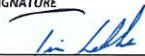
PRINTED NAME OF PERSON SIGNING

Tim Laukka

TITLE

President/CEO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/23/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 Third Street

CITY

West Sacramento

STATE

CA

ZIP

95605

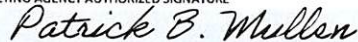
PRINTED NAME OF PERSON SIGNING

Patrick Mullen

TITLE

Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

11/24/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

EXEMPTION (if Applicable)



EXHIBIT A: SCOPE OF WORK

The Department of General Services (DGS), Office of Fleet and Asset Management (OFAM), hereinafter referred to as the "State" or "DGS-OFAM" is contracting for a provider of a Fleet Payment System (FPS) to pay, manage, reconcile and report statewide fuel purchases and fleet-related services for the State's Fleet Card Program.

1. SCOPE OF WORK

- A. The State and WEX Bank (hereinafter referred to as the "Contractor"), hereby agree that Contractor will provide FPS services to State Agencies and Optional Users (also referred to as "Participating Entities") participating in the State's Fleet Card Program in accordance with the terms and conditions of this Master Service Agreement ("MSA" or "Contract" or "Agreement").
- B. Fuel and fleet-related expenses include but are not limited to automotive fuel, oil, fluids, lubricants, parts, repairs and maintenance.

2. TERM

- A. The term of this Agreement is for a five (5) year period from the "Go Live" date. The Agreement is effective upon execution by DGS and approval from the DGS, Office of Legal Services.
- B. The "Go Live" Date shall be July 1, 2021. Implementation, training and payment account set-up tasks may begin upon award or the effective date of the Agreement, whichever is earlier.
- C. The State reserves the right to extend the term for one (1) optional two-year period.
- D. All Subsidiary Agreements executed before the end of the MSA term may continue for up to twelve (12) months following the MSA expiration date.
- E. Should the Contractor fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the actual cost of engaging another contractor to perform the work.
- F. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service for any reason with thirty (30) days written notice. Participating Entities may terminate subsidiary agreements for any reason with thirty (30) days written notice. In the event of termination, Participating Entities shall remain responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

3. ORDER OF PRECEDENCE

- A. In the event of a discrepancy and/or inconsistency between the articles, attachments, or provision which constitutes this Agreement, the following descending order of precedence shall apply:

- 1) Exhibit A: Scope of Work
- 2) Exhibit B: Budget Detail and Payment Provisions
- 3) Exhibit C: General Terms and Conditions
- 4) Exhibit D: Insurance Requirements
- 5) Exhibit E: Definitions
- 6) Exhibit F: Special Provisions
- 7) Exhibit G: Contractor's Technical response

4. CONTRACT ADMINISTRATORS

- A. All inquiries during the term of this Agreement will be directed to the representatives listed below:

<i>State FPS Program Manager</i>	<i>Contractor Relationship Manager</i>
Eric Mayes 1700 National Drive Sacramento, CA 95834 Phone: (916) 928-2575 Email: Eric.Mayes@dgs.ca.gov	Ryan Kelly 97 Darling Avenue South Portland, MN 04106 Phone: (952) 922-1104 Email: Ryan.Kelly@wexinc.com

- B. Should a representative change, each party will notify the other in writing no later than fourteen (14) calendar days after the date of such change, without amendment to this Agreement.

5. RESPONSIBILITIES

- A. Contractor is responsible for providing a FPS in accordance with this Agreement.
- B. DGS-OFAM is responsible for the statewide administration of FPS services and developing User Instructions for Participating Entities.
- C. Participating Entities are responsible for designating a Program Administrator and compliance with DGS-OFAM User Instructions including the State Fleet Card Program Manual.

6. PAYMENT ACCOUNTS

- A. Contractor shall provide the following Direct Bill Accounts:
 - 1) Card Payment Accounts for fuel and fleet-related services as defined by DGS-OFAM. System will allow assignment of Driver Identification Number (DIN) to driver, vehicle or participating entity.
- B. Participating Entities may cancel payment accounts at any time.
- C. At any time, the State may amend this Agreement to enable Contractor to provide additional payment accounts at no cost to the State.

7. IMPLEMENTATION

- A. Contractor shall set up and implement existing payment accounts by the "Go Live" date in the following order of priority:
 - 1) OFAM Fleet
 - 2) State Agencies
 - 3) Optional Users
- B. A naming convention for set up of accounts will be determined through mutual agreement between the State and the Contractor. The naming convention will be maintained and used for all payment accounts throughout the term of this Agreement.
- C. Within 30 days of award, the Contractor will work with the State to transition current Participating Entities to the new agreement. Contractor and State FPS Program Manager will develop a transition plan specific to the State's Fleet Card Program, including implementation time frame for "go live" date, to ensure that an efficient and effective transition takes place.
- D. Contractor will work with the State FPS Program Manager to meet all elements of the agreed upon implementation plan.
- E. Payment accounts set-up and implementation activities will be provided at no-cost to the State.

8. AUTHORIZATION TO RENDER SERVICES

Unless otherwise provided in this Agreement, Contractor may not decline a California State Agency's request to utilize services offered under this Agreement.

- A. State of California agencies and Optional Users will be allowed to participate under this agreement through a subsidiary agreement process.
- B. Prior to rendering services, Contractor and a California State Agency or Optional User (as applicable) must execute a separate Subsidiary Agreement that incorporates all of the terms of this MSA by reference and may contain additional specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA.
- C. For California State Agencies such agreement shall be in the form of the standard agreement, Std. 213; and for Optional Users shall be in a form specified by DGS-OFAM and the Contractor. The duly executed Std. 213 and appropriate form for Optional Users are herein referred to as the "Subsidiary Agreement."
- D. Upon execution of a properly completed Subsidiary Agreement the State Agency and/or Optional User will become a "Participating Entity" and the provision of services by the Contractor to such Participating Entity will be governed by the terms of this Agreement.
- E. Each Participating Entity is responsible for their own Subsidiary Agreement.

9. ENROLLMENT

- A. Prior to the "Go Live" date Contractor shall provide procedures to enroll new Participating Entities along with an enrollment package to DGS-OFAM for approval.
- B. The enrollment package will include an application and a Subsidiary Agreement form that stipulates Participating Entities agree to follow the terms and conditions of this Agreement. The application should include the sentence: "The parties agree to comply with the terms and conditions of MSA # 5-19-99-19 which is referenced and made a part of this transaction."
- C. After mutual review by both parties, DGS-OFAM will approve the final enrollment process including procedures and form for use by Participating Entities.
- D. DGS-OFAM reserves the right to modify the enrollment package at any time.
- E. Contractor will set-up and activate payment accounts within 10 business days of receipt of a completed enrollment package.
- F. Participating Entity's or any authorized user's acceptance of any "click-through" terms shall not be binding or have any force or effect.

10. CARD DESIGN

- A. Contractor will be responsible for the embossing and printing of cards. The State will use a basic design as the standard card stock to be used by all State Fleet Card Program participants that will identify the card as a state of California Fleet Card.
- B. State will have the ability to customize standard card stock with verbiage and/or logo embossing.
- C. The final content and design of the cards will be determined by Contractor with approval from the DGS-OFAM. Contractor agrees that the card design will include, at a minimum:
 - 1) State of California designation
 - 2) Statement "Official State Fleet Card"
- D. The State will be responsible for furnishing any necessary artwork (digital file) to the Contractor for changes to the State-approved design during the term of the agreement.
- E. The DGS-OFAM and the Contractor will agree upon any other design features that would assist with card acceptance and fraud prevention.

11. ACCOUNT ISSUANCE

- A. The DGS-OFAM and Participating Entities Program Administrator shall identify the point of contact that is authorized to receive cards and to be issued account numbers by submitting authorized applications, in a format as specified by the Contractor and State.
- B. Contractor will mail cards issued to the DGS-OFAM and/or Participating Entities' designated point of contact within two business days after the Contractor receives cardholder account set-up information, at no additional cost.

12. RESTRICTIONS AND LIMITS

- A. Contractor agrees to impose and/or set limits and restrictions on payment accounts as specified by the DGS-OFAM or Participating Entities to include but not limited to:
 - 1) Limiting the types of transactions allowed.
 - 2) Limiting the dollar amount of transactions that can be applied to the account within a particular time period.
- B. **Suspension.** Contractor shall have the right to suspend accounts if any part of the payment due is unpaid for 90 days from the Billing Cycle close date. The 90 day period is made up of 45 day payment terms on the contract and another 45 day grace period. Contractor will notify DGS-OFAM and the affected Participating Entity in writing of any suspensions of state accounts.
- C. **Cancellation.** If an account remains unpaid for more than 180 days after the Billing Cycle close date, contractor may "charge-off" the entire outstanding balance and deduct it from the annual rebate. The 180 day period is made up of 45 day payment terms on the contract and another 135 day grace period.
- D. DGS-OFAM and the Contractor may agree upon other restrictions or mechanisms that would assist in account management.

13. ONLINE DATA MANAGEMENT AND REPORTING

- A. The Contractor will provide an online web-based system, WEXOnline®, for:
 - 1) Account management;
 - 2) Transaction data review, collection and management;
 - 3) Administration of accounts; and
 - 4) Reporting output and data transfer.
- B. The web-based system must have permission controls based on hierarchy set up by DGS-OFAM and access to real-time data. DGS-OFAM will define the hierarchy and account information with the Contractor.
- C. Designated authorized personnel from the State and Participating Entities will be provided permissions within Contractor's online (web-based) system.
- D. All Participating Entities shall have access to Contractor's online system and shall have the ability to manage their respective account(s).
- E. Data management and reporting systems will be available 24 hours a day, 7 days a week. Routine system upgrades should be installed during off business hours (e.g., weekends or before 7:00 a.m. and after 6:00 p.m. (PT) Monday through Friday).
- F. Refer to Exhibit F, Section 14 for WEXOnline® special provisions.

14. STATEMENTS AND RECONCILIATION

- A. Contractor shall provide Participating Entity with an itemized billing statement for each Billing Cycle in which the Account has activity. Refer to Exhibit F, Section 5.
- B. Contractor will provide an online data management and reporting system and spend data for reconciliation.

- C. Contractor will provide drill down capabilities for transaction data.
- D. Contractor shall have an established collection process for delinquent accounts.
- E. The DGS-OFAM and the Contractor will agree upon process and procedures.

15. DATA CAPTURE CAPABILITIES AT POINT OF SALE INFORMATION

- A. Contractor must capture Level I-III data specifications as provided by merchants.
- B. The DGS-OFAM and the Contractor may agree to additional data capture and electronic data capabilities.

16. REPORTING

- A. Contractor will provide report generating and archiving capabilities from a centralized web-based system.
- B. Contractor's system will be required to generate the following reports:
 - 1) Transaction detail reports
 - 2) Transaction exception reports
 - 3) Lost/Stolen Cards
 - 4) Disputed Transactions
 - 5) Declined Transaction
 - 6) State Fuel Volume Report (Total Volume of all State Agencies including quantity purchased, amount spent, fuel type purchased by account)
 - 7) Comprehensive All-Inclusive Fuel Volume Report (Total Volume of all Participating Entities including quantity purchased, amount spent, fuel type purchased by account)
 - 8) State Maintenance Volume Report (Total Volume of all State Agencies including maintenance type, service performed, and amount spent)
 - 9) Comprehensive All-Inclusive Maintenance Volume Report (Total Volume of all Participating Entities including maintenance type, service performed, and amount spent by account)
 - 10) Monthly Past Due Status Reports (All past due accounts by Participating Entity)
 - 11) Cardholder Activity (Transaction detail reports by card)
 - 12) Transactions by Vehicles (Transaction detail reports by vehicle)
 - 13) Transactions by Participating Entity (Transaction detail reports by Participating Entity)
 - 14) Vendor Usage (Transaction detail reports by vendor)
 - 15) Electric Vehicle (EV) Transactions
- C. Additional reporting information may be requested during the term of the agreement and Contractor will work with DGS-OFAM and/or Participating Entities to provide requested reports at no cost to the State.

17. USAGE REPORTING

- A. Contractor shall provide an electronic Usage Report to the FPS Program Manager on an annual basis. The report shall provide the calculated incentive share (rebates) by Participating Entity and total incentives to be provided to the

State and each Participating Entity for the calendar year. Report must contain at a minimum, but not limited to, the following data elements:

- Participating Entity Name
 - Annual Total Spend (by Participating Entity)
 - Total number of Transactions (by Participating Entity)
 - Calculated Total Spend Incentive (by Participating Entity)
 - Calculated Prompt Payment Incentive (by Participating Entity)
 - Charge-Offs (by Participating Entity)
 - Actual Total Spend Incentive due to the State.
- B. Report shall be provided in Excel format via email within 60 days following the last day of the calendar year. Within 30 calendar days from agreement execution, the Contractor must submit a preliminary report to DGS-OFAM for review. After mutual review by both parties, DGS-OFAM will approve final usage report format.
- C. Contractor will work with the DGS-OFAM to provide ad hoc reporting during the term of the agreement at no cost to the State.

18. TRAINING

- A. Prior to the "Go Live" date, the Contractor will work with DGS-OFAM on a training plan to be offered for use including training types, schedule, user reference guides and additional training materials.
- B. Throughout the term of the agreement, Contractor will provide ongoing training at no-cost to the Participating Entities including, at a minimum:
- 1) Online web-based training
 - 2) Onsite training
 - 3) Onsite and/or web-based user group forums
 - 4) Written user reference guides and related materials

19. PERSONNEL RESOURCES

- A. Contractor will designate at least one Relationship Manager with a minimum of five years' experience handling large accounts for support, escalation issues, day-to-day customer service support for DGS-OFAM, to perform the following:
- 1) Be available between 8:00 a.m. – 5:00 p.m. (PT), Monday through Friday.
 - 2) Return calls within two (2) business hours.
 - 3) Meet in Sacramento within seventy-two (72) hours' notice.
 - 4) Participate in quarterly meetings to review performance, quarterly reports, and customer service issues.
- B. Contractor will designate at least one Account Manager with a minimum of five years' experience handling large accounts for contract support, escalation issues, day-to-day account management support for all Participating Entities, to perform the following:
- 1) Be available between 8:00 a.m. – 5:00 p.m. (PT), Monday through Friday.
 - 2) Return calls within two (2) business hours.

- C. Contractor will assign staff to handle account settlement inquiries, payment discrepancy resolution, online system access assignment, training and updates for Program Administrators.
- D. Contractor will provide a dedicated customer service team to support DGS-OFAM and Participating Entities throughout the term of the agreement by providing:
 - 1) A designated customer service team for Cardholder support.
 - 2) Technical support for the online data management and reporting system.
 - 3) Qualified personnel familiar with all aspects of the State's program.
 - 4) Dedicated resources as necessary to ensure effective and efficient service.
 - 5) A domestic and international toll-free phone number available to Cardholders 24 hours a day, every day of the year.
 - 6) An established escalation process to resolve issues.
- E. Within 15 days of agreement execution, Contractor shall provide the DGS-OFAM with contact information for assigned personnel including but not limited to:
 - 1) Contractor's Key Account Manager
 - 2) Contractor's additional assigned staff
 - 3) Customer service unit information
- F. The Contractor shall notify the State in writing within fourteen (14) calendar days of an Account Manager change and provide the State with at least one (1) replacement candidate that will meet or exceed the experience and skill level of the Account Manager being replaced.
 - 1) The State shall not compensate the Contractor for any time or effort required to prepare the new Account Manager for work on the project.
 - 2) The State, for cause, reserves the right to require the Contractor to replace an assigned Account Manager at any time. The State will notify the Contractor in writing when exercising that right, providing the Contractor with the cause. The Contractor, within fourteen (14) calendar days of such notification, shall provide a replacement candidate that meets or exceeds the experience and skill level of the Account Manager being replaced.

20. END OF CONTRACT TRANSITION

- A. All initial charge activity under this Agreement shall be completed on or before the expiration date of the Agreement.
- B. If account reconciliation occurs after the Agreement expiration date or if this Agreement is terminated, the Contractor agrees to resolve all credit transaction(s).
- C. Contractor agrees that at the end of the Agreement, should the State conduct another procurement and award a new contract, the Contractor will work with the State to ensure that an efficient and effective transition takes place within nine months or as mutually agreed to by the State and Contractor.

21. SECURITY AND CONFIDENTIAL INFORMATION

- A. Throughout the term of the Agreement, Contractor agrees to meet all applicable Payment Card Industry (PCI) and Data Security Standards (DSS).

- B. Participating Entities will safeguard information regarding cards, accounts numbers, passwords, personal identification numbers and other sensitive information provided by Contractor in a manner that is consistent with those applicable to the Participating Entities' other accounts. Each party will utilize commercially reasonable efforts to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.
- C. Nothing in this section shall be construed to limit or prevent the State or any Participating Entity from disclosing information to the extent required under the California Public Records Act, open records laws or any applicable regulations.
- D. The Contractor agrees to the following provisions regarding the use and disclosure of confidential information:
 - 1) For purposes of this Agreement, "confidential information" means information supplied by one Party ("Disclosing Party") to the other Party ("Recipient") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
 - 2) The Contractor agrees that the FPS services are a unique service involving the exchange of confidential information. Reports, manuals, documentation and related materials shall be provided to Participating Entities. These documents may be circulated only to the extent necessary for the Participating Entities to manage the FPS and/or use such information in connection with the State's regular course of business.
 - 3) Contractor agrees that any non-public financial information of Participating Entities' and any non-public data regarding Participating Entities' accounts, transactions, charges, spending volume or repayment terms is Confidential Information of the Participant and such information shall be circulated by Contractor only to the extent necessary for Contractor to perform services under this agreement.
- E. The Contractor will keep in confidence and safeguard all confidential information obtained during the term of the Agreement. The Contractor agrees that personnel performing work under this Agreement will maintain confidentiality regarding the State's routines, exposed written material or sensitive information, etc. The Contractor has legal and ethical responsibilities to protect the privacy, confidentiality and security of all documents containing personal and confidential information. The Contractor agrees to discuss confidential information only in the workplace and only for job related purposes and will not discuss such information outside of the workplace or within hearing of other people who do not have a need to know about the information. Contractor's responsibility to confidentiality extends to the personnel employed by the Contractor and continues even after the Agreement has ended. In the event of a breach or threatened breach of confidentiality, the State will pursue all available remedies up to and including termination of the Agreement.
- F. Contractor and DGS-OFAM shall work together to minimize and/or prevent fraudulent transactions. In addition, DGS-OFAM strongly encourages all

Participating Entities to work with Contractor to reduce and/or avoid fraudulent transactions.

22. INCENTIVES

- A. Incentives, as identified in Exhibit B, will stay in effect for the entire Agreement term, including the referenced exercised option year(s).
- B. Total Spend Incentives are based on Total Spend for all Participating Entities.
 - 1) The Total Spend Incentive must be provided to the DGS-OFAM annually, within ninety (90) days of the Agreement period of performance anniversary.
 - 2) The incentive will be made payable to: DGS-OFAM.
 - 3) The Total Spend Incentive to be received annually by DGS-OFAM is calculated as: Appropriate BP (percentage) x Total Spend Volume minus 180-day charge-offs.
- C. Prompt Payment Incentives will be calculated annually based on the average speed of pay within a calendar year. The speed of pay is the number of days from the monthly statement date to the time the payment is received by the bank. Contractor shall identify the average speed of pay for the Participating Entity within the calendar year and apply the appropriate BP from Exhibit B.
 - 1) The Prompt Payment Incentive must be provided annually throughout the term of the contract.
 - 2) The Prompt Payment Incentive will be paid directly to Participating Entities within sixty (60) days of the calendar year end.
 - 3) The Prompt Payment Incentive will not be calculated with or affect the Total Spend Incentive and/or the resulting payment.
 - 4) The Prompt Payment Incentive paid to Participating Entities is calculated as: Appropriate BP (percentage) based on individual Participating Entity average speed of pay x Total Spend Volume of individual Participating Entity.

23. TECHNOLOGY INNOVATION

Throughout the term of this Agreement, the State will have the right to add card products and services to the Master Agreement. Contractor may propose additional products or services by submitting a written request to the State for review and approval. Request must include:

- Full description of product/service;
- Full implementation plan, including level of effort and timeline;
- Full communication plan; and
- Full training plan.

Addition of any card product or service to the Master Agreement is at the sole discretion of the State and shall be executed through an amendment to this Agreement. Proposed new card products and services must not impact the Master Agreement rebates or have any additional cost to the State.

24. EV CHARGER INTEGRATION

Contractor's FPS will interact with Electric Vehicle (EV) charging vendors and be used as a payment mechanism at EV charging stations.

Wherever FPS card is accepted, Contractor must capture and provide charging session transaction data, including, but not limited to:

- Transaction location
- Date of transaction
- Charging time/duration, if available
- Total kWh purchased
- Transaction dollar totals

EV transactions will be included in WEX Fleet Card reporting, noted with an EV product code.

25. WEX CLEARVIEW

- A. Contractor will provide WEX ClearView™ analytics product suite (hereafter "ClearView Solution") to interested Participating Entities to further organize, interpret, and display fleet-related information. The ClearView Solution includes access to the following products:
 1. ClearView Essential
 2. ClearView Snap
- B. Each Participating Entity will individually determine whether to enroll in the ClearView Solution option.
- C. Contractor and State FPS Program Manager will develop required enrollment forms for participation in the ClearView Solution. State FPS Program Manager will have final approval of process and enrollment forms.
- D. Participating Entities may cancel participation in the ClearView Solution at any time with written notice to the Contractor.
- E. The ClearView Solution will be provided at no-cost to the DGS-OFAM or Participating Entities.

26. PRIVATE SITE PROGRAMS/BULK FUEL SERVICES

- A. Contractor will provide an optional Private Site Program to interested Participating Entries which allows use of a fleet card to activate pumps at the Participating Entity's onsite bulk fuel tanks to track private site fueling (hereafter referred to as "Private Site Transactions").
- B. Each Participating Entity will individually determine whether to enroll in the Private Site Program option.

- C. Contractor will:**
1. Assist interested Participating Entities with enrollment process;
 2. Capture Driver ID and odometer information for each Private Site Transaction;
 3. Authorize the card swipe for the Private Site Transaction;
 4. Provide detailed line item transaction reporting capabilities equal to or better than the reporting capabilities of a transaction processed in-network as detailed in Exhibit A, Section 16 "Reporting."
 5. Provide integrated reporting of Private Site Transactions with retail transactions to the Participating Entity; and
 6. Exclude Private Site Transactions from the Participating Entity's billing statement; and
 7. Provide a listing of Participating Entities enrolled in the Private Site Program within five (5) working days of request by the State FPS Program Manager.
- D. Participating Entities electing to participate in the Private Site Program will enroll in the Private Site Program with forms as specified by the State FPS Program Manager.**
- E. Contractor and State FPS Program Manager will develop required enrollment forms for participation in the Private Site Program. State FPS Program Manager will have final approval of process and enrollment forms.**
- F. Private Site Transactions will not be included on billing statements or included as part of the Total Spend calculations for incentives outlined in Exhibit B.**
- G. Participating Entities may cancel participation in the Private Site Program at any time with written notice to the Contractor.**
- H. Private Site Program set-up, implementation and transaction activities will be provided at no-cost to the DGS-OFAM or Participating Entities.**

27. WEXPAY

- A. Contractor shall provide WEXPay™ to provide card-less payment accounts meeting requirements in Exhibit A, Section 6.A.2. that shall be accepted by merchants within the FPS network and outside the FPS network where traditional MasterCard credit card payments are accepted.**
- B. Each WEXPay™ transaction shall be a single-use account number authorizing a secure one-time payment to a merchant that applies the same purchase controls and collects the same level of purchase detail, including DIN and odometer, where available, as direct bill card payment accounts. Contractor shall provide transaction line item detail in Contractor's Fleet Card billing and reports.**

Contractor shall provide detailed WEXPay™ process and procedures to be incorporated, at the State's discretion, in User Instructions.

- C. Each Participating Entity will individually determine whether to enroll in the WEXPay option.
- D. Contractor and State FPS Program Manager will develop required enrollment forms for participation in the WEXPay™ Solution. State FPS Program Manager will have final approval of process and enrollment forms.
- E. Private Site Program will be provided at no-cost to the DGS-OFAM or Participating Entities.

28. WEX FUELGUARD

- A. Contractor will provide WEX FuelGuard™ to interested Participating Entities to integrate fueling data with telematics data. FuelGuard provides Participating Entities further security, control, and compliance for the enforcement of fueling and fleet policies.

Contractor must capture and provide telematics data, including, but not limited to:

- Metrics for tank overfills
 - Siphons
 - Vehicle mismatches
 - Tracking of whether the vehicle is present or not at the time of fuel fill up
- B. Contractor and State FPS Program Manager will develop required enrollment forms for participation in the WEX FuelGuard™ solution. State FPS Program Manager will have final approval of process and enrollment forms.
 - C. Each Participating Entity will individually determine whether to enroll in the FuelGuard option.
 - D. WEX FuelGuard™ will be provided at no-cost to the DGS-OFAM or Participating Entities.

29. ROADSIDE ASSISTANCE CALL SERVICES

- A. Contractor's FPS will include a hotline to call for roadside assistance. This service will be available 24 hrs. a day, 365 days a year. Service will include access to a third party that accepts the FPS as a payment mechanism to provide:
 - Vehicle towing
 - Jump starting
 - Emergency fuel & water delivery
 - Lockout
 - Tire change
 - Winching
- B. Each Participating Entity will individually determine whether to enroll in the Roadside Assistance option.

C. Roadside Assistance Call Services will be provided at no-cost to the DGS-OFAM or Participating Entities.

30. OPTIONAL SERVICES

The State reserves the right to amend this Agreement to add optional services.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENTS

- A. Participating Entities will be financially responsible to the Contractor for direct bill accounts and cardholder accounts that are issued directly to the Participating Entity.

2. INVOICING

- A. Billing statements will be submitted monthly in arrears to each Participating Entity.
- B. The billing statement shall include:
- Agreement Number
 - Participating Entity Name
 - Date of billing statement
 - Time period covered
 - Transactions completed for the period shall be identified
 - Contact information for billing comments or inquiries such as a telephone number, fax number and address
- C. Upon receipt of billing statements and subsequent approval by the Participating Entity's designated representative(s), the Participating Entity will pay the Contractor.
- D. Contractor will indicate chargebacks and adjustments (including credits) to the Participating Entity on their billing statements.
- E. The Participating Entity will notify Contractor of any disputed item on a submitted billing statement.

3. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. CONTRACTOR OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the contractor service center to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers they have received an overpayment, Contractor must notify the State and refund the overpayment immediately.

5. FEES

No fees shall apply to this agreement, including but not limited to any fees related to bulk fuel transactions, late payment fees, delivery fees or transaction fees.

6. TOTAL SPEND INCENTIVE

The Basis Points (BP) identified below shall be used to calculate the Total Spend Incentive Contractor agrees to pay DGS-OFAM annually. Refer to Exhibit A, Section 22.

Tier	Total Annual Spend Volume	BPs
A	Under \$50,000,000.00	165
B	\$50,000,000.01 - \$100,000,000.00	170
C	\$100,000,000.01 - \$150,000,000.00	175
D	Over \$150,000,000.00	180

7. PROMPT PAYMENT INCENTIVE

The Basis Points (BP) identified below shall be used to calculate the Prompt Payment Incentive Contractor agrees to pay Participating Entities annually. Refer to Exhibit A, Section 22.

Tier	Annual Average Speed of Pay	BPs
A	26-45 days	15
B	20-25 days	27
C	15-19 days	30
D	0-14 days	33

**EXHIBIT C: GENERAL TERMS AND CONDITIONS
(GTC 04/2017 as modified)**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies to the extent arising from Contractor's gross negligence or willful misconduct in connection with the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of

Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: INSURANCE REQUIREMENTS

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- A. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Contract.
- C. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- D. Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor’s obligations under the contract.
- H. Use of Subcontractors - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured’s under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages, and limits required of Contractor.

2. CONTRACT INSURANCE REQUIREMENTS

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must name the state of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

- B. Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

The policy must name the state of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

- C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the state of California must be attached to certificate.

- D. Cyber Liability insurance – Contractor shall maintain Cyber Liability with limits of not less than \$1,000,000. for each occurrence and an annual aggregate of \$2,000,000. covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

3. SELF-INSURANCE

If a Contractor elects to "self-insure" for any or all of the insurance requirements, the Contractor must obtain approval of its self-insurance from the Office of Risk and

Insurance Management (ORIM). In order to obtain that approval, the following must be submitted to ORIM:

- A. Workers' Compensation: Certificate of Consent to Self-Insure from the CA Department of Industrial Relations.
- B. All Other Insurance:
 - 1) A cover letter from the firm's risk manager, or similar position within the firm, providing a written description of the Contractor's self-insurance plan for the other types of insurance. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - 2) An audited financial statement from the most recently completed quarter, together with any applicable accounting letters for the report.
 - 3) Evidence of the firm's equity of at least \$5,000,000 and a minimum annual net profit of \$500,000 for the last five years. A signed written statement from the firm's CPA stating that the firm's annual net profit for the past five years has been a minimum of \$500,000.
 - 4) The State reserves the right to verify the source of funds for financing the self-insurance plan. The State also reserves the right to require subsequent assistance from the firm's risk manager to identify the funds and provide explanations of aspects of the plan which need clarification.

EXHIBIT E: DEFINITIONS

1. DEFINITIONS

The following definitions will be used for this Agreement:

Account: A company billed / company paid carded or card-less account to which charges and payments may be posted.

Account User: Participating Entity or any other individual that the Participating Entity has notified the Contractor as being authorized to use the Account or a Card.

Ad Hoc Reporting: The standard commercial practice of creating customized reports, billing statements and services to meet unique needs of Participating Entities. Provides the ability for DGS-OFAM, at a minimum, to access all data elements of the Participating Entities' transaction records and create reporting in html, Excel, and text (ASCII) formats as defined by DGS-OFAM or Participating Entities.

Agreement: The Master Service Agreement ("MSA") which includes the Std. 213 form, all Exhibits and mutually agreed upon amendments thereto.

Authorization: The process of verifying, at the point of sale, that a purchase being made is allowable given the requirements, prohibitions, and controls established by the Participating Entity or State FPS Program Manager.

Basis Point (BP): A unit that is equal to 1/100th of 1%.

Billing Cycle: A specific recurring time period between the time when statements of account are processed.

Business Day: Any day other than a Saturday, Sunday, or other day on which banking institutions are generally authorized or required by law or executive order to close.

Card: Plastic card provided by Contractor that may be used to access an Account.

Cardholder: An individual or department issued a card at the request of the Participating Entity. The Cardholder holds the primary responsibility for proper usage of the card.

Chargeback: A refund or reversal of charge, made by a credit card company, to a credit Cardholder after the Cardholder successfully disputes an item on their credit card statement.

Charge-Off: Charge amounts not paid by Participating Entities within one-hundred eighty (180) days of statement issuance and written off by Contractor. Charge-offs can be deducted from the Total Spend Incentive to DGS-OFAM.

Controls: Authorization tools designed to assist Participating Entity with managing Transactions.

Credit Limit: Amount of credit assigned to Participating Entity's Account as established by Contractor.

Data Capture: Level of detail that a merchant passes to the credit card processing network.

- **Level I** – Standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date charge/credit was processed by the Contractor, Contractor processing/transaction reference number for each charge/credit, and other data elements as defined by the Associations or similar entity.
- **Level II** – In addition to Level I data, includes transaction amount, date, tax amount, customer code, merchant postal code, tax identification, merchant minority code and merchant state code. And may include additional data regarding sales tax, customer code, purchase order number, invoice/billing statement number captured at the point of sale. In most cases, this information is combined with the merchant's Tax ID number, state, and postal code data and is then passed through during settlement.
- **Level III** – Full line item detail. The data fields required for Level III include those from Level II in addition to other fields, such as fleet card user's name, vendor, billing statement date, UNSPSC code, product code, item cost, description, quantities, unit of measure, product codes, product descriptions, ship to/from zip codes, freight and duty amounts, order date, discount amount, order number, item extended amount, item tax identification and amount.

Direct Bill Account: See Account.

Disputes/Disputed Item: Charges where validity is being questioned or challenged by the Participating Entity (account holder).

Driver Identification Number (DIN): The identification number associated with an Account User or Card.

Fraudulent Charges/Transactions: Charges not initiated, authorized or otherwise requested by a Participating Entity by any means (e.g., electronic, telephonic or written). A term used for theft and fraud committed using a credit card or any similar payment mechanism as a deceptive source of funds in a transaction. The purpose may be to obtain goods without paying, or to obtain unauthorized funds from an account.

Go Live Date: Date when Participating Entities may begin FPS services and charge to payment accounts.

Hierarchy: The organizational structure utilized by the Contractor to delineate multiple account levels, naming conventions, and authorization roles.

Master Service Agreement or “MSA”: See Agreement.

Merchant Category Code (MCC): A four-digit code that identifies and classifies goods or services offered by a merchant. The code controls where purchases are allowable. The merchant designates their MCC with the applicable bank/association.

Misuse: Use of an account by an Account user for other than the official government purpose for which it is intended. Any act of corruption or attempt to cheat the State or its agents, including but not limited to, the use of government charge cards to transact business that is not sanctioned or authorized, not in one’s official government capacity, not for the purpose for which the card was issued, or not as part of official government business.

Optional User: Any city, county, district, or other local governmental body or corporation including the California State Universities (CSU) and University of California (UC) systems, K-12 school districts and community colleges empowered to expend public funds. Each Optional User makes its own determination whether or not use of the FPS Agreement is consistent with its procurement policies and regulations.

- **California State University System (CSU), University of California System (UC) and California Community Colleges (CCC):** Persons on official business for higher level education within California that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted local or state educational agency. These entities are considered as Non-Executive Branches of California State Government but are currently not required to use this payment system.
- **Local Government Agencies:** Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed

by or affiliated with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term “state business” is used in this Agreement, it shall be read to include travel undertaken to perform the official business of local government agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.

- **Kindergarten through Grade Twelve (K-12) Public School Districts:** Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.
- **Special Districts:** A political subdivision of the state, established to provide a single public service (as water supply or sanitation) within a specific geographic area.

Participating Entities: State Agencies and Optional Users who have executed a Subsidiary Agreement under the MSA.

Party: Contractor or Participating Entity

Parties: Contractor and Participating Entity

Program Administrator: The lead representative of a Participating Entity who coordinates, directs, manages and oversees the fleet card-related business for their agency, is assigned access and authorized use of the Contractor’s online account and data management system, and is a contact between DGS-OFAM, Cardholders and the Contractor.

Real-time: Data is delivered immediately after collection and accessible once it is posted within the system.

State Agency: Any state of California governmental agency, department, bureau, board or commission within the Executive and Non-Executive Branches of California State Government.

- **State Judicial Branch:** Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California and the State BAR of California.
- **State Legislative Branch:** Members of the State Senate, Members of the State Assembly, and Legislative staff members.

State FPS Program Manager: Individual designated by the DGS-OFAM to serve as the primary point of contact between DGS-OFAM and the Contractor

responsible for managing day-to-day operation of the State's Fleet Card Program.

Subsidiary Agreement: The participating agreement form for State Agencies and Optional Users incorporating all terms and conditions of the MSA and agreeing to participate in the State's Fleet Card Program.

Suspending Accounts: The process by which a specified account is temporarily deactivated due to delinquency or multiple pre-suspension actions.

Total Spend: Annual combined charges of all accounts, less refunds, Fraudulent Charges, and chargebacks.

EXHIBIT F: SPECIAL PROVISIONS

This exhibit identifies additional terms governing the Fleet Payment System (FPS) services provided by Contractor to Participating Entities within the state of California Fleet Card Program.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Participating Entity shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre- paid cards or other cash equivalent transactions are prohibited.

2. Account Users.

- A.** Participating Entity shall designate Account Users as well as those contacts authorized to: **(a)** provide Contractor with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Participating Entity will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Contractor's customer service department or through Contractor's online system. Contractor is authorized to take instruction from any Account User or contact with apparent authority to act on Participating Entity's behalf.
- B.** Participating Entity is responsible for notifying Contractor of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Contractor receives notice of revocation of authority from Participating Entity in the manner required by Contractor.
- C.** Participating Entity agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN, except as needed to utilize the services within this agreement. Participating Entity shall not provide actual, implied or apparent authority to any individual to use a Card or the Account except for an Account User. Non-compliance with this provision may be deemed misuse, in which case Participating Entities may be liable to pay.

3. Credit Limit and Authorizations.

- A.** Contractor will notify Participating Entity of the Credit Limit assigned to the Account. Participating Entity shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Contractor may change the Credit Limit in its sole discretion, except as may be required by applicable law. Contractor must notify the Participating Entity of any decrease in Credit Limit. Contractor may, but is not required to, permit Participating Entity to exceed its Credit Limit.

Participating Entity must comply with the Credit Limit even if Contractor has previously permitted Participating Entity to exceed the Credit Limit.

- B. Contractor has sole discretion to determine whether to establish an Account and extend credit to Optional Users.

4. Controls.

- A. Participating Entity may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of Card specifications and the information, including product codes that the merchant transmits to Contractor. The product codes are assigned by each merchant and not by Contractor. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards.
- B. Contractor may, in its sole discretion and with prior notice to Participating Entity, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Contractor may apply default Controls on all card accounts under this Agreement with prior notice to DGS-OFAM and all Participating Entities. Contractor may apply default Controls on a Participating Entity's accounts with prior notice to the Participating Entity. Participating Entity shall review and manage the account set-up for all Cards based on Participating Entity's specific purchasing needs. Participating Entity agrees it is responsible for reviewing fraud control data provided by Contractor for the purpose of detecting fraud that may occur within Control parameters.
- C. Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

5. Billing and Payments.

- A. Contractor will provide Participating Entity with an itemized billing statement for each Billing Cycle in which the Account has activity. Participating Entities will choose to receive billing statements via US Paper Mail or electronically through the Contractor's online system. If the Participating Entity elects to receive electronic billing statements, the Contractor will provide notification of billing statement availability and suppress paper billing statements. The full amount of each Participating Entity's billing cycle balance, except for disputed or fraudulent transactions, will be due within 45 days from the billing cycle close date, or Participating Entity's receipt of the billing statement, whichever is later. Billing disputes are further outlined in Section 7.
- B. Participating Entity will pay Contractor for all undisputed transactions under the Account, as provided in this Agreement. Participating Entity may pay the entire balance of the Account or a portion of it, at any time prior to its due date without

penalty.

- C. All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Contractor's requirements.
- D. By entering a subsidiary agreement, the Participating Entity understands and acknowledges that payments made via paper check should account for mailing and check processing time, so the check arrives in time to be processed and post to the account.
- E. For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Contractor's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Contractor by 3:00 p.m. ET.
- F. Regardless of payment method, Participating Entity must ensure that Participating Entity's account number is provided with the payment. Failure to do so may cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

6. Reports.

Contractor provides Transaction data for the Account to the Participating Entity as transmitted by merchants. Participating Entity is responsible for reconciling that data. Contractor will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Participating Entity understands that in the event an error is identified in a report, such as an incorrect product code, Participating Entity is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Disputed Amounts.

- A. Participating Entity shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.
- B. Transactions will be disputed in writing within sixty (60) days from the end of the billing cycle. Participating Entity may dispute any amount reflected on a billing statement, including but not necessarily limited to: (a) the amount if it does not

reflect the face value of the Transaction; (b) the amount being disputed is a fee that is not properly accrued under this Agreement; or (c) Participating Entity does not believe it is liable for that amount. Contractor acknowledges that the state cannot pay for goods and services it has not received and agrees to resolve, on a case-by-case basis, disputes reported outside of 60 days.

- C. Transactions made at an island card reader where Participating Entity or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized, and often disputes regarding such transactions are determined to be misuse, in which case the Participating Entity is liable to pay.
- D. Certain Transactions in dispute may qualify for charge back to the merchant. Contractor will use reasonable efforts to charge the Transaction back to the merchant in accordance with Contractor's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Contractor will be credited to the relevant Account.

8. Misuse.

- A. If Participating Entity or an Account User knows of or suspects the loss or theft of a Card or Account or possible Misuse, or if Participating Entity would like to terminate authority of an Account User to use a Card or Account, Participating Entity will notify Contractor by immediately calling 1-866-544-5796. Participating Entity shall adopt and maintain reasonable security precautions and controls to prevent Misuse.
- B. Participating Entity will use reasonable efforts to recover a Card from any individual whose authority to use Participating Entity's Account has terminated or from any unauthorized individual with possession of or access to a Card. Participating Entity agrees to assist Contractor in determining the facts, circumstances and other pertinent information related to any loss, theft or possible Misuse of Card and to comply with such procedures as may be required by the Contractor in connection with Contractor's investigation.

9. Representations by Participating Entity.

By executing a Subsidiary Agreement, Participating Entity represents and warrants to Contractor that: (a) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Participating Entity; and (b) that Participating Entity's execution and performance of this Agreement (i) does not constitute a breach of any agreement between Participating Entity and an individual other than Contractor, or of any duty arising in law or equity, (ii) does not violate any law, rule or regulation applicable to Participating Entity, and (iii) if Participating Entity is an organization, is within the organizational powers of Participating Entity and has been authorized by all necessary organizational action of Participating Entity.

10. Other Obligations of Participating Entity.

- A. Participating Entity shall provide information requested by Contractor for purposes of Contractor's compliance with federal law related to Participating Entity identification and verification, including, but not limited to, name, business address, and other application information to identify the Participating Entity and/or Account Users.
- B. Contractor may investigate the financial condition of Participating Entity and its subsidiaries and affiliates at any time. If requested, Optional User agrees to furnish Contractor copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of the Optional User. Any financial information submitted shall be kept confidential by Contractor in accordance with Exhibit A, Section 21 (Security and Confidential Information).
- C. Participating Entity agrees to provide written notice (a) immediately if Participating Entity becomes insolvent or the subject of bankruptcy or insolvency proceedings, or (b) immediately after any appointment of a receiver or trustee for the benefit of creditors of Participating Entity.
- D. The state of California will be credit qualified as a single entity upon execution of the Master Agreement. Individual state agencies will not be required to credit qualify on their own. Each local governmental agency must individually credit qualify. Contractor will not require the state of California or local governmental agency to provide financial information that Contractor can obtain on its own.

11. Foreign Transactions.

- A. Cards are issued for use by Participating Entity's operations based in the United States but may be used in Canada. Participating Entity may not distribute a Card to an individual based in a country other than the United States. If a Card is used in any country other than the United States, Participating Entity will: (a) be billed in U.S. Dollars; and (b) receive reporting in English.
- B. Contractor will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Contractor using rates available in wholesale currency markets for the date that the Transaction is posted by Contractor, which rate may vary from the rate Contractor itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

12. Program Information.

Transaction information related to the Account may be provided to merchants who

accept the Card as payment for goods and services.

13. Miscellaneous.

- A. Participating Entity may purchase dyed special fuel using its Account or Cards. Participating Entity acknowledges that all dyed special fuel purchases will be used according to all applicable laws governing its use. Contractor is not liable in any way for any misuse or mishandling by Participating Entity of any dyed special fuel. Upon request from applicable governmental authorities, Contractor may provide information regarding Participating Entity's dyed special fuel purchases without prior authorization from Participating Entity. Upon request, Contractor must provide notification of such release of information to the Participating Entity and/or FPS Program Manager, unless prohibited.
- B. Contractor may monitor telephone communications between its employees and its customers for service quality purposes, if caller is notified at the beginning of the telephone communication.
- C. Contractor's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Contractor is attributable, in whole or in part, to causes or circumstances beyond Contractor's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government and natural disasters.
- D. If either Party is notified by a state or federal regulatory body that any aspect of the services provided by the Contractor under this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.
- E. No delay or omission by Contractor to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Contractor's rights with respect to such Transaction. Any single or partial exercise of any such right by Contractor shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Contractor unless in writing, and then only to the extent set forth in such writing.
- F. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Contractor and Participating Entities agree that a communication: (a) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (b) by email to or from an address normally used by an Account User for business

communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes.

- G.** Contractor's billing and payment system provides for various billing cycle and payment timing options. In the event Participating Entity desires to change billing cycles Participating Entity must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

14. WEXOnline®

A. General

WEX Inc., the parent company of Contractor ("WEX") provides WEXOnline® subject to the following terms of use ("Terms"). WEX owns and operates WEXOnline®. Any Participating Entity's continued use of WEXOnline® constitutes its acceptance of these Terms.

B. Purpose of WEXOnline®

The goal of WEXOnline® is to provide any Participating Entity with access to information about WEX products and services, and certain functionality with respect to the Business Charge Accounts under any Participating Entity's program.

C. Trademarks, Service Marks and Copyrighted Materials

WEX controls and operates WEXOnline®. All content on WEXOnline®, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by WEX, its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to users of WEXOnline® using WEXOnline®. Participating Entity agrees to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on WEXOnline®.

Participating Entities may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on WEXOnline®, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. Participating Entity may not frame, deep link, or otherwise incorporate into another website any of the content or other materials

on this website without WEX's express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws.

D. Use of the Site

Participating Entity is accessing WEXOnline® using the Internet and Participating Entity's Internet service provider.

Participating Entity agrees not to use WEXOnline® for any purpose except (a) access to descriptions of WEX products and services and (b) to the extent agreed with WEX, certain specified functionality with respect to the Business Charge Accounts under Participating Entity's program. In using WEXOnline® Participating Entity agrees not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. Participating Entity also agrees not to use, attempt to use, or access other accounts, or create or use a false identity on WEXOnline®.

WEX reserves the right to terminate or suspend access to WEXOnline®, in whole or in part, at any time, with prior notice (except in the event that suspension is needed to prevent an imminent security threat, in which case WEX will provide notice promptly following such suspension).

This site and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose.

E. Governing Law

WEX operates WEXOnline® (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. These Terms and Participating Entity's use of the web site shall be governed by the laws of the state of California, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. WEX makes no representation that materials on this website are appropriate or available for use in other locations and accessing them from territories where the content is illegal is prohibited. Customers who choose to access WEXOnline® from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which the user resides.

15. WEXPay

Contractor will provide single use virtual MasterCard® Cards for purchases made by the Participating Entity only at U.S. merchant locations that do not accept the WEX® Universal Fleet Card. A virtual card is one where there is no plastic issued, only card

numbers. Single use virtual cards may be used for purchases one time only.

The Participating Entity's MasterCard purchases will appear on its WEX® Universal Fleet invoices. Contractor shall process chargeback-eligible disputes in accordance with card association rules and regulations. Purchases are due and payable in full by the Participating Entity upon billing in accordance with the terms of the Contract.

Contractor will provide WEXPay™ Alternative Authorization Instructions for the Participating Entity's distribution to their drivers. When their drivers present the Alternative Authorization Instructions to a merchant, the merchant may, at the merchant's discretion and their own risk, either complete the work or contact Contractor to validate the Participating Entity's account. Contractor will not pre-authorize the transaction if the work has not been completed but WEX will provide the merchant with a reference number so that they may contact WEX upon completion of the work for payment authorization. In order to validate the Participating Entity's account WEX must preview their account information and this may affect their control limits, if the Participating Entity has set them on their account, including the number of transactions available per day and the total daily dollar limits. The Participating Entity should check their current controls (if any) to be certain that they have sufficient limits for these transactions. If they make any changes or set any control limits, the Participating Entity agrees that WEX is authorized to rely on such changes and WEX will not be responsible for any losses resulting from such changes. WEX is not liable on account of any merchant's refusal to honor the MasterCard or to participate in the WEXPay™ process, regardless of the reason.

16. Clearview:

WEX provides ClearView® and ClearView Snap® subject to the following terms of use. ClearView and ClearView Snap are referred to in this Section 16 collectively as "ClearView" or "CV" unless otherwise specified. WEX owns and operates CV. Any Participating Entity's continued use of CV constitutes its acceptance of these Terms. Participating Entity acknowledges and agrees that WEX assumes no responsibility for Participating Entity's use of CV, CV data, or for any of the undertakings set forth in this section.

Purpose of WEX Fleet ClearView: The goal of CV is to allow Participating Entity to perform data analysis for Participating Entity's Accounts (the "Purpose") through the use of this platform. Participating Entity agrees not to use CV for any purpose except to perform analysis on Participating Entity's Account data.

Link and License: Participating Entity may access CV using the user login information we provide. WEX grants Participating Entity a non-exclusive, non-transferable, limited right to log in and access CV. Participating Entity agrees not to purposefully interrupt or attempt to interrupt the operation of CV, its services or system resources in any way and Participating Entity may not modify CV in any way nor upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files.

Access and Security: Participating Entity will access CV using the Internet and Participating Entity's Internet service provider through portals provided by WEX and subject to the terms of this MSA.

Participating Entity will receive CV Snap communications through the email account(s) Participating Entity specify to us, whether as part of the set-up of Participating Entity's card program or when Participating Entity add additional CV Snap users to Participating Entity's account. User accounts may not be shared. Participating Entity may not, and will not allow users or any third party under Participating Entity's control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of CV Snap (except to the extent such restriction is expressly prohibited by applicable law); or (b) sublicense, transfer or distribute any or all of CV Snap. Participating Entity will make reasonable efforts to prevent unauthorized access to or use of CV Snap, and will promptly notify us of any unauthorized use of, or access to, CV Snap of which Participating Entity become aware. Participating Entity will make reasonable efforts to avoid the transmission or introduction of viruses and other malicious code. WEX may suspend with notice or limit use of CV Snap if WEX reasonably suspects violation of these Terms.

Important Disclosures: The availability and effectiveness of portions of CV is dependent upon product codes that the merchant transmits to us. The product codes are assigned by each merchant, and as such, WEX is not responsible for inappropriate product code assignment.

ClearView includes machine learning algorithms that cleanse erroneous data we receive from third parties. WEX assumes no responsibility for the use of CV's correction algorithms, in particular but not limited to any subsequent tax filings that Participating Entity may make using reporting features on CV. WEX does not recommend that Participating Entity use CV to submit for any fuel tax exemption reimbursements as revenue agencies may not accept this as evidence of Participating Entity's purchase and may still require actual sales receipts. Machine learning algorithms delivered in CV are not integrated with any other WEX systems or reporting.

Handwritten initials
02/17/2022

~~On occasion, WEX will make new CV products, modules, and functionality available to customers during a free trial, pilot, or beta test. WEX makes no warranty that this new functionality will be error free or that defects, if any will be corrected. Further, WEX reserves the right to alter and/or discontinue any new CV products, modules, and functionality that are offered as part of a free trial, pilot, or beta test.~~

Handwritten initials and date
TC
2/14/2022



WEX assumes no responsibility for sub-optimal CV use that may result by using a non-recommended browser (as described in the user instructions or enrollment form).

WEX will make an attempt to port in data from other programs and systems, such as customer-generated or third party data. WEX makes no warranty that WEX will be able to successfully import non-WEX originated data into CV or that if successful this data will be error-free or that defects, if any, will be corrected.

Data, such as transactional data from a card swipe, could take up to 24-48 hours to load into CV.

Modifications: WEX reserves the right to modify, change or discontinue any aspect of CV and the products and services accessed via CV at any time upon thirty (30) days prior written notice; provided, however, that such advance notice shall not apply with respect to any such modifications, changes or discontinuations that may be necessary for technical or security purposes, of which WEX will provide written notice within three (3) business days. WEX may also impose limits on certain features and services or restrict Participating Entity's access to parts or all of CV with notice.

Versions: New Versions: WEX may publish revised and/or new versions of both modules and documentation, such as the CV Quick Start Guides, from time to time ("New Version" or "New Versions").

Effect of New Versions: When a New Version is published and/or revised, and if new terms that materially conflict with or supplement existing terms are necessary for CV operation, WEX will deliver such new terms to the State to negotiate an amendment to the MSA incorporating said terms. If the State and WEX cannot come to agreement on said terms, CV shall be removed from this MSA and Participating Entities shall no longer utilize CV. Participating Entity may commence using the New Version once published and/or revised at Participating Entity's election.

Retirement of Versions: WEX may make CV product obsolescence and retirement decisions that maximize customer and marketplace benefits. WEX will notify Participating Entity of such planned obsolescence and retirement decisions.

Representations and Warranties: CV is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, or fitness for a particular purpose. Notwithstanding the foregoing, WEX represents and warrants that to the best of its knowledge and belief: (i) the content developed by WEX available through CV: (a) does not and will not infringe any copyright, trademarks or trade secrets of any third party; and (b) does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any kind of any third party, and (ii) CV does not violate the laws, statutes or regulations of any jurisdiction.

Security

WEX cannot guarantee the security of its databases, nor can it guarantee that the information provided via the Website will not be intercepted while being transmitted to WEX over the Internet.

Cookies

CV may make use of a standard feature of browser software called a "cookie" to assign each visitor a unique, random number. If cookies are disabled at the option of the user, CV may be harder to use.

17. Private Site Program:

WEX provides the Private Site Program subject to the following terms of use.

A. TRANSMISSION OF TRANSACTION DATA TO WEX

1. Participating Entities who elect to participate in the Private Site Program shall be responsible for the purchase and maintenance of the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point-of-sale equipment and networking services. As the site owner, Participating Entity may elect to utilize or override any of the controls built into the Private Site Program. If Participating Entity elects to override any of the controls in place, Private Site Program data may be limited or unavailable.
2. Participating Entity shall collect and transmit the fuel transaction data in accordance with the Minimum Processing Requirements identified below as well as any additional data requirements in the Enrollment Form. Participating Entity must obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing transactions.

B. MINIMUM PROCESSING REQUIREMENTS

1. Fuel transaction data sent to WEX will be marked "non-financial" and may include, but not be limited to: account number, vehicle number, driver identification number, transaction date, transaction time, site identification number, authorization number, product code(s), quantity, total transaction amount (in gallons of fuel), fuel type, odometer, ticket number and any other information as WEX and Participating Entity may mutually agree upon. WEX will not add taxes on any private site transaction. An active WEX issued card must be present at time of transaction.
2. Unless otherwise specified by the Participating Entity, all transactions require a Pre-Authorization from WEX through networked equipment and use of authorized card accounts. Pre-Authorization verifies presence of WEX issued card at time of transaction and applies any applicable card controls set by Participating Entity.

3. A Pre-Authorization or other approval is not a guarantee that Participating Entity will receive reporting. WEX does not provide reporting to Participating Entity based upon receipt of information during the Pre-Authorization process. Participating Entity is required to submit the completed card transactions via batch, including the Pre-Authorization or other approval, to WEX. Obtaining Pre-Authorization without submitting the card transactions to WEX may result in non-reporting by WEX for such transactions.
4. If Participating Entity has not provided WEX with required information or that WEX needs to interpret, verify, or validate, WEX may not authorize the transaction, report, or report back accurately to the Participating Entity the transaction information. WEX shall provide notice to the Participating Entity of any transactions that it is not able to process due to errors or missing information through its daily card transactions.
5. Any transaction data received by WEX from Purchasing Entity by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.
6. The Participating Entity authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected. It is understood that the information contained in the authorization log is the "actual, real-time" information received by WEX from the Participating Entity at the time the transaction was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from the Participating Entity, then these transactions will be returned back to the Participating Entity for correction.

C. DATA INPUT AND TRANSMISSION

1. If information pertaining to any transaction data is incomplete in transmission such that part or all of the record is likely to vary from what Participating Entity transmitted, WEX may advise Participating Entity of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to Participating Entity, withhold reporting for such transactions until the record is retransmitted or Participating Entity provides other appropriate confirmation.
2. Purchasing Entity should submit all transactions to WEX for processing within thirty (30) days of the transaction date. WEX may accept transactions up to one hundred and twenty (120) days from the date of the transaction for processing.
3. WEX will not add any taxes to the total Price Per Gallon (PPG) of any private site transactions transmitted by Participating Entity.
4. The Participating Entity shall not accept expired cards or when advised upon authorization inquiry, that the Card is not to be honored. WEX will not

authorize on expired cards.

5. The Participating Entity is responsible for maintaining the price per gallon that is reported to WEX. The Participating Entity authorizes WEX to refer to a default price per gallon table, maintained by WEX, if the Participating Entity does not provide a price per gallon. The table is based upon average price per gallon data collected from all merchants who accept WEX cards.

EXHIBIT G: CONTRACTOR'S TECHNICAL PROPOSAL

The contractor's technical proposal is incorporated by reference in its entirety, only services identified in Exhibit A apply to this agreement.

State Fleet Card Program Information

The Department of General Services (DGS), Office of Fleet & Asset Management (OFAM) administers the State Fleet Card Program.

Information concerning program specifics and enrollment procedures are forthcoming and will be conveyed as soon as possible.

For questions, please contact Phil Guenther at phil.guenther@dgs.ca.gov.

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF CALIFORNIA (the "STATE")**

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract No. MSA #5-19-99-01 ("Agreement") entered into between WEX Bank ("WEX") and the State of California, Department of General Services (the "State") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity Name West Kern Community College District, dba Taft College		Phone # 661-763-7767	Fax# 661-763-7766
Physical Address (Do not include PO Box) 29 Cougar Court, Taft, Ca 93268			Member ID Number (if applicable)
Mailing Address (if different from physical address) Same			Participating Entity's Taxpayer ID # (TIN or FEIN) 95-2266481
In Business Since (yyyy) 1922	Year of Incorporation (yyyy)	Number of Vehicles 10	Avg Monthly Fuel Expenditures \$500.00
		Avg Monthly Service Expenditures \$500.00	

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

TAFT COLLEGE

Billing Contact Name Executive Director of Fiscal Services			
Billing Address 29 Cougar Court, Taft, Ca 93268			
Designate the Participating Entity Contact authorized to receive all charge cards, reports, and other such information WEX provides from time to time and to take actions with respect to your account and account access. This is also the person designated by the Participating Entity to provide all fleet vehicles, driver and other information we may request.			
Participating Entity Authorized Fleet Contact Name Richard Treece	Title Director, FM&O	Phone # 661-763-7768	Fax # 661-763-7766
Email address (required to take advantage of product type card controls) rtreece@taftcollege.edu			
Card Controls: To help WEX estimate the Participating Entity's credit needs, indicate the types of cards they anticipate using. If you provide a valid email address above, you can select from these product type options: <input type="checkbox"/> All Products <input type="checkbox"/> Fuel & Service <input checked="" type="checkbox"/> Fuel & Fluids with Roadside Assistance <input type="checkbox"/> Fuel with Roadside Assistance <input type="checkbox"/> Mix of card types <input type="checkbox"/> Check here if business is exempt from motor fuels tax			

TERMS

DEFINITIONS:

"Agreement" means: Contract No. MSA # 5-19-99-19-01 effective February 8, 2021 for Fuel Cards and Fuel Management Services (the "Agreement") between the State of California and WEX Bank.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

- This Addendum is to allow the Participating Entity to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way. The Participating Entity agrees to comply with the terms and conditions of MSA # 5-19-99-19-01 which is referenced and made a part of this transaction.
- Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
- Participating Entity hereby requests the services of WEX Bank described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
- Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____	Printed Name: _____
Title: _____	Date: _____

Complete and sign addendum. Email to: governmentmailbox@wexinc.com OR Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
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We see corporate payments differently.

Thank you for your interest in our Tax Exemption and Reporting Program

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location.
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws.
- Detailed reporting of the purchase data and tax exemption.

Exemptions are dependent upon several factors, such as your tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, merchant participation. In the event that a transaction cannot be billed "net of tax", you will receive detailed reporting showing the full purchase price and the tax paid.

Before we can start billing you net of applicable taxes on fuel transactions based upon your eligibility, you will need to complete the following required documentation:

- 1 Tax Exemption and Reporting Program Enrollment form (enclosed)
- 2 Certificate of Buyer of Taxable Fuel form for federal exemptions (enclosed)
- 3 Any required State forms – obtain these from the appropriate state governing body.

Please review the enclosed Frequently Asked Questions sheet for helpful information on the program.

IMPORTANT: You must fill out all forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions on the enrollment form carefully.

IRS regulations require that WEX Inc obtain from you, your certification that you are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) you may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. **WEX must have all applicable documents on file prior to providing you with exemptions.** It is the customer's responsibility to make sure WEX has all of the necessary current forms properly filled out in order to be billed "net of tax".

If you have any questions about the program or the enclosed materials, please call us at **1-866-841-3542.**

Thank you for your business, and we look forward to providing you with the benefits of this comprehensive Tax Exemption and Reporting Program.

Sincerely,

WEX Inc. Tax Exempt Department



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Tax Exemption & Reporting Program Frequently Asked Questions

Q: If my fleet begins fueling before I have provided all necessary tax exemption paperwork, what will occur?

We will not be able to bill you net of taxes or report tax exemptions until we have received all necessary forms and completed the qualification and setup process.

Q: When will taxes begin to be exempted?

Once we receive all the properly completed forms, we will complete the tax exemption setup in approximately 3 business days. We will then begin calculating applicable exemptions. It is your responsibility to notify us of any errors or omissions that you feel may have occurred. If you notice any problems, contact the tax department at 1-866-841-3542.

Q: How can I determine my fleet's tax-exempt status for fuel, as well as what type of forms I need?

Contact your local Department of Revenue for free help and answers regarding your tax-exempt status for fuel and necessary forms. They can best assist you with questions of this nature.

Q: Will my fleet be exempted from federal fuels excise taxes?

Yes if you are a qualified entity. Federal law effective January 1, 2006 allows a card issuer to invoice qualified fleets net of federal gasoline and federal diesel excise tax for transactions that occur wherever cards are accepted in all 50 states. In order to be exempted from federal fuels excise taxes, you will need to complete a Certificate of Buyer of Taxable Fuel in the name of the card issuer.

Q: Does my tax-exempt status apply in all states and localities?

The local Department of Revenue, in each state that your fleet will be fueling, will be able to help you determine exemption eligibility for each state and locality respectively.

Q: Will I receive state and local exemptions anywhere I can fuel with the card?

Not necessarily. Merchant brand participation in our tax program is optional in most states. Merchant participation is not necessary in the following states: Maine, Georgia, Michigan, North Carolina, Alabama, New York and New Jersey.

Q: What do I do if my tax-exempt status changes?

You should immediately notify us by calling the WEX Inc Tax Exempt Department at 1-866-841-3542.

Q: Do any of these forms expire and if so will I be notified prior to the expiration?

Yes. Federal forms expire every 24 months and certain state forms expire as well. Starting at 120 days prior to the expiration of your tax exemption form(s), we will send you three monthly reminders that renewed forms are required. If we have not received renewed tax exemption forms by the expiration date, the tax exemption process will cease until we receive the necessary paperwork and no credits will be given.

Q: Will my fleet be exempted from taxes on non-fuel products?

The Tax Exemption Program provides applicable tax exemption and reporting for **motor fuel taxes only**; however, merchants may provide us with non-fuel transaction data net of tax on a fleet-by-fleet basis at their discretion. The fleet will need to supply the merchant with proper documentation of their tax-exempt status at the point of sale for this to occur.

Q: What if my fleet is entitled to a refund for motor fuel taxes that cannot be exempted up front through the WEX program?

In these instances, the "non-exemptable" tax is reported (not exempted) on your fleet report. These reported taxes appear at the transaction level and at a summary level, providing you with supporting documentation, which can help you when filing for a refund of the non-exempted taxes.

Q: What types of tax information reporting will I receive?

At the transaction level, your fleet report will provide Gross Cost, Exempted Amount, Net Cost and Reported Taxes (for non-applicable taxes). Additionally, a Tax Exemption Summary will provide a detailed list of all taxes exempted, sorted by state and by tax type. Finally, a Tax Reported Summary will provide a detailed list of all taxes reported, sorted by state and by tax type.

Q: How do I know how many forms to send in?

If you qualify for Federal exemptions, you need to send in one form per account or one form with a letter certifying all accounts belonging to the same FEIN. If a new account is added in the future, a new form or amended certification letter will need to be sent. For state exemptions, each state is different and will be addressed on an individual basis.

CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a)(4)(B) or § 6427(l)(6)(D) of the Internal Revenue Code.)

WEX Account Number (if known): _____

Federal Tax Identification Number: 95-2266481

Certification:

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

Executive Vice President of Adm. Svcs/CFO

Of (Certifying Entity):

West Kern Community College Distr/dba Taft College

Entity Physical Address:

29 Cougar Court
Taft, Ca 93268

Entity Phone Number:

661-763-7767

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer):

WEX BANK

Credit Card Issuer Address:

3995 South 700 East, Suite 450

Salt Lake City, UT 84107

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- | | |
|---|--|
| <input type="checkbox"/> State government | <input type="checkbox"/> American Red Cross or Blood Collection Center |
| <input type="checkbox"/> Local government | <input type="checkbox"/> Indian Tribe |
| <input checked="" type="checkbox"/> Public nonprofit educational organization | <input type="checkbox"/> Volunteer Fire/Rescue |
| <input type="checkbox"/> Private nonprofit educational organization | <input type="checkbox"/> Foreign Diplomat (you must provide a copy of your PID Card) |

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above-named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

Brock McMurray

Authorized Signature

Printed Signature

Executive Vice President of Adm. Svcs/CFO

Date

Title

Email or FAX completed forms to TaxExemptForms@WEXINC.Com or 1-207-523-7104

INTERNAL USE ONLY	Sales Representative:	Tanya Watson
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Tax Exemption & Reporting Enrollment Form

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.
4. E mail completed forms to TaxExemptForms@WEXInc.com, fax to 1-207-523-7104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION

Fleet Name: Taft College	WEX Account Number (if known):
Authorized Fleet Contact: Richard Treece	Phone No.: 661-763-7768
Fleet Contact email: rtreece@taftcollege.edu	Fax No.: 661-763-7766

Federal Taxpayer ID Number: 95-2266481

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. You must fill out these forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require us to maintain current copies of the following **applicable forms**, based on your eligibility:
 1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
 2. **State** — Applicable state forms. **(Obtain these from the appropriate state governing body.)**
- **Once we receive all of your properly completed documentation we will complete the tax exemption set up on your account within approximately three business days and start billing you net of the applicable taxes.**

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature

Date:

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.



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Tax Exemption & Reporting Enrollment Form

C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies your charge card agreement based on your participation in the Tax Exemption and Reporting Program ("Program"). Your signature on this form and your continued use of your account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in your charge card agreement with us unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

TAX EXEMPTION AND REPORTING PROGRAM

- a. The Tax Exemption and Reporting Program (the "Program") permits qualified tax-exempt fleets to be billed net of certain "Applicable Taxes" (as defined herein). By completing this enrollment form you are electing to participate in the Program. We will enroll you in the Program upon receipt by us of all of your enrollment materials, including all required certificates, and validation of your tax-exempt status. Upon completion of your enrollment, your invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein). Your reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which you have provided the proper documentation to us showing your exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption¹.
- b. As your credit card issuer we have elected to provide you with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. We will file a claim for refund with the Internal Revenue Service for these taxes. You agree that you may not file a claim for refund of any federal excise tax exempted by us and not billed to you by us.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in our Program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in our Program will be billed to you with the tax included regardless of your exempt status. In these instances your reporting will contain a detailed listing of your transactions and the taxes charged to you. This information may assist you in filing your own claims for refunds if you so desire. You agree that you may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to you by us.
- d. The tax certificates and other pertinent documentation on which your exemption is based must be received by us from you in order for us to provide you with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for us or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. We shall have no responsibility to verify the correctness of the certificate supplied by you and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as we are notified by you in writing of a change in any such data. We reserve the right to terminate your participation in the Program, provided, however, that such termination shall not terminate the underlying Agreement between you and us.
- e. We shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by you. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt¹. If we are obligated to reimburse a participating merchant for any actual loss incurred or rebill you for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to you, you hereby agree to reimburse us for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to us net of tax at their sole discretion. You would need to supply the merchant with proper documentation of your tax-exempt status at the point of sale. The merchant will send the transaction to us and we will bill you net of tax for those transactions. You will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. We shall comply with reasonable requests for information retrieval made by you. A fee may be charged by us for such requests, which relate to information which was presented to you more than ninety (90) days ago.
- h. We cannot apply exemptions to transactions that occurred prior to our receipt and acceptance of your completed certificates.
- i. We shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. We shall recalculate taxes only in cases where we miscalculated the original taxable transaction.
- j. We disclaim all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall we be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any inaccurate or incomplete report. You hereby agree to hold us harmless and defend us from and against all liabilities, damages, costs and expenses, including taxes, penalties, interest and attorneys' fees, which you may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

¹ Subject to the appropriate taxing jurisdiction's laws, regulations and requirements.

FUEL ANYWHERE. SAVE EVERY DAY.

Accepted at 95% of fuel stations nationwide.

ACCEPTING FUEL SITES

- | | | |
|------------------|-----------------|------------------------|
| AC & T | Halley's | Quality Oil |
| Aloha | Handy Andy's | Quik Mart |
| Aviation | Huck's | Road Ranger |
| Bell Gas | ICO | Robinson Oil |
| Bigfoot | Ideal | Rotten Robbie |
| Capital City | Inter City | Royal Farms |
| Carousel | Johnson & Dixon | Rutters |
| Certified | Kenyon | Rymes 24 |
| City Garage | King Soopers | SC Fuels |
| Cogos | Koch | Smokers Express |
| Crystal Flash | Kramer | Sprint |
| Cumberland Farms | Krause | Stewarts Shops |
| D & D Oil | Kum & Go | Taylor Foods |
| Dairy Mart | Kwik Pantry | TCI |
| Depot | Lil Champ | Thorntons |
| Drivers Traveler | Lucky Stop | TOTAL |
| Dynamic Mart | M & H | Town&Country |
| Economy | Macs Stores | Trade Mart |
| Eddins Walcher | McClure Oil | Trade Oil |
| Enmark | MFA Oil | Tripur Oil |
| Express Stop | Mr. Cut Rate | US Oil |
| Family Express | Multi Serv | USCO |
| Farstad | NAPA | Valley Dairy |
| Fast Track | Novus | Weigel Store |
| Fauser Oil | NU-Way | Wesco |
| FFP | Oasis | Williams Travel |
| Flash Foods | O'Connor | Xtra Fuels |
| Food Chief | OK Petroleum | Zip Mart |
| Fuel Mart | Pantry | |
| Gas America | Petro King | Card acceptance is |
| Giant | Petro Stop | subject to independent |
| Git-n-Go | PRIDE | owner/operator |
| Global | Pure | participation and |
| Grow Mark | Qik N EZ | subject to change |
| | | without notice. |



ACCEPTING SERVICE SITES

- | | | |
|----------------------------|---|--|
| American Lubefast | Dodge BusinessLink™ (limited participation) | Netcost Auto Glass |
| Big O Tires | Daimler/Chrysler | Tire Centers Inc |
| Diamond/Triumph Auto Glass | GM Goodwrench (limited participation) | Wash Depot |
| | Harmon Glass | ...and many regional and independent locations nationwide. |



PURCHASE CONTROLS

TIGHTER CONTROL OVER SPENDING

Enforce purchasing policies for piece of mind

The WEX fleet card offers a suite of control and alert tools that let you know **where, when, what,** and **how much** is being spent. Managed through our industry leading **WEX Online®** account management tool, these powerful tools provide actionable purchase policy enforcement capabilities.

PRODUCT TYPE CONTROLS

When the card is swiped, merchant product codes automatically compare the purchase against pre-set card profile limits. If the product types are allowed and the set limits have not been exceeded, we authorize the transaction, and the merchant completes the sale. If the card is beyond the limits, it will be declined.

You can set overall limits for all purchases for a specific time period — daily, weekly, twice monthly, or monthly; and your fleet's total purchases for that period — transactions per period, dollars per period and gallons/units per period.

PUMP SHUT-OFF FEATURE

WEX now offers a powerful **pump shut-off feature*** to assist you with enforcement of policies. When a driver exceeds your pre-set limits, the pump will shut off. This feature is available at most major retail fuel brands.



REAL TIME ALERTS

This control generates an alert detailing a purchase that is beyond your pre-set alert values. Choose to be notified by email or text, and make quick decisions on how best to deal with the situation at hand.

*Visit www.wexinc.com/pumpshutoff for list of accepting merchants.

WEX CONTROLS



By hours of day



By days of the week



Dollars per day/week



Dollars per transaction

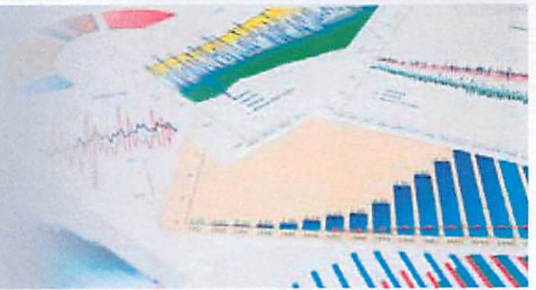


Product category



WEX ONLINE® REPORTING

Specialized reports put facts in your hands



WEX Online® offers a suite of reporting capabilities. Our specialized fleet management reports give you the power to save money, cut administrative time, comply with tax regulations, and more.

STANDARD AND CUSTOM REPORTS

WEX Online® offers both standard and custom reports, so you get the type of information you need.

EXAMPLES:

Purchase Activity Report (PAR) — compile information on all fueling and maintenance purchases made with the WEX Universal Fleet card — for hundreds of vehicles or just a few.

Premium Custom Reports — select your criteria to generate ad hoc, real-time reports: Exception, Transaction Summary, and Transaction Detail reports. Export these reports directly into your own spreadsheet, to easily analyze and share your data.

Summary Reports — use our Financial Summary, Site Summary and Exception Summary reports to manage your vehicle-related expenses and plan your fleet budget.

Tax Exemption Reports — for qualified tax-exempt fleets, monthly report packages provide tax information at both the transaction and summary level, and will include all tax exemptions that can be applied to your account under our program.

Minority and Women-Owned Businesses Report (MWOBE) — a quarterly report, summarizing by fleet account and month, transactions, gallons and dollars spent at MWOBE fuel and service locations.

FAST FACTS



MANAGE YOUR ENTIRE FLEET ONLINE

WEX Online® is your fleet management portal



WEX Online® is a cutting-edge web-based tool that provides you access to view and manage every detail of your fleet card program. We created the site to put information at your fingertips 24/7 so you can take action as needed.

PROFILE MANAGER

The profile manager allows you to establish purchase control profiles for individuals, groups of drivers, vehicles and more. Set rules for how the card can be used, how often, and when. Add spend limits for fuel, service, parts, and general merchandise. Your rules will be embedded in the respective cards — if a transaction exceeds your limits, the system will decline the purchase. You set the control limits. We enforce them.

EXPENSE MANAGEMENT TOOLS

WEX Online® makes it easy to manage your fleet spend in one central place. Set up profiles, billing, and reporting functions, limits, and restrictions. Add custom fields and assign codes, such as General Ledger (GL). Run queries on purchase transactions, vehicles and drivers.

FUEL PRICE MAPPING

Our **Fuel Site Locator** combines fuel transaction data with Google Maps™ to help drivers find current best prices by city, state, zip, fuel type, PPG, or brand. Find the lowest cost fuel stations with our fuel price mapping technology, which updates prices hourly. Our **Octane mobile version** is free, and gives drivers access on the road.



Date: March 29, 2022
Submitted by: Aaron Markovits, Director of TIL
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 6, 2022

Title of Board Item:
Replacement Vehicles for the TIL Program

Background:

Staff in the TIL Program use vehicles to transport students to implement the Independent Living Skills training and support our students when public transportation is not available (work/doctor appointments and educational social experiences). Vehicles currently operated by the Program are aging and need to be replaced.

Terms (if applicable):
\$500 each Traverse deposit to place order

Expense (if applicable):
\$67,211.70 for two 2023 Chevrolet Traverses

Fiscal Impact Including Source of Funds (if applicable):
This is funded to implement a goal defined in the TPSID grant. Funding will be in budget year 2021-22.

Approved: 
Dr. Debra Daniels, Superintendent/President



Date: 3/24/2022
Salesperson: Jorge Lopez
Manager: Cameron Hunter

FOR INTERNAL USE ONLY

BUSINESS NAME	TAFT COLLEGE	Home Phone :
CONTACT		
Address :	29 COUGAR COURT TAFT, CA 93268KERN CO	Work Phone :
E-Mail :	MWHITE@TAFTCOLLEGE.EDU	Cell Phone : (661) 763-7767

VEHICLE							
Stock # :	Fleet Order	New / Used :	New	VIN :	TBD	Mileage:	TBD
Vehicle :	2023 Chevrolet Traverse			Color :	Summit White		
Type :	FWD LS w/8-passenger configuration						

Market Value Selling Price	37,513.00
Discount	6,300.00
Adjusted Price	31,213.00
Doc Fee - Retail	85.00
Tax	2,269.10
Non Tax Fees	38.75
Cash Deposit	.00
Balance	33,605.85

Price Valid Through 04/14/2022

QUOTE / PROPOSAL TABULATION



Project Name: T.I.L. Vehicle Purchase
Project No: N/A
Owner: West Kern CCD / Taft College
Architect: N/A

Job Walk: N/A
Bids Rcvd at: Taft College Facilities
Bids Requested: 03/01/22
Bids Due: 03/31/22

Vendor	Base Bid	Alternate	Total Bid		Date RCVD	Remarks
Three-Way Chevrolet	\$ 37,361.75	\$ -	\$ 37,361.75		03/28/22	
Delano Chevrolet Buick GMC	\$ 35,265.00	\$ -	\$ 35,265.00		03/05/22	
Rydell Chevrolet	\$ 35,475.00	\$ -	\$ 35,475.00		03/05/22	
Richland Chevrolet	\$ 33,605.85	\$ -	\$ 33,605.85		03/24/22	

Date: March 23, 2022
Submitted by: Aaron Markovits
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 15, 2022

Title of Board Item: Person Centered Thinking, Planning & Practices Training for TIL employees

Background:

To best meet the needs of the students within the TIL program it is essential the staff are properly trained in the aspects of Person-Centered Thinking, Planning & Practices. Person centered thinking tools provide practical strategies for gathering meaningful information and facilitating conversations about goal setting, problem solving and action planning. Person centered Planning is a guided process for learning how someone wants to live at home, at work or in the community and developing a plan to help make it happen. This process ensures that focus remains on the perspectives of individuals affected by the issue or outcome. This in turn, increases the likelihood that the individual receiving services will be heard, valued, and better equipped to attain the quality of life they seek at home and at work.

Terms (if applicable):

Helen Sanderson Associates USA, LLC, will provide training in foundational person centered planning skills for all staff and train three managers to train current and future staff in person centered planning from April 1, 2022, through December 30, 2022. See attached scope of work for details.

Expense (if applicable):

\$38,900

Fiscal Impact Including Source of Funds (if applicable):

This training is funded to implement to goals defined in the TPSID grant. Funding will be spread between budget years 2021-22 and 2022-23.

Approved: _____


Dr. Debra Daniels, Superintendent/President

Agreement between Helen Sanderson Associates USA, LLC, and Taft College Transition to Independent Living (TIL) for Person Centered Thinking, Planning & Practices

This Independent Contractor Agreement (this "Agreement") is made effective as of March 7, 2022, by and between Helen Sanderson Associates USA, LLC, of 485 Alisal Road, Suite 236, Solvang, California 93463, and Taft College Transition to Independent Living (TIL) program, of 29 Cougar Court Taft, CA 93268. In this Agreement, the party who is contracting to receive the service shall be referred to as "TIL", and the party who will be providing the services shall be referred to as "H S A"

WHEREAS:

- A. H S A provides customized training, professional development, facilitation, and consultation regarding person-centered thinking, planning, and practices to support individual and organizational development.
- B. TIL desires to train up to 20 staff and 3 managers in person centered thinking and planning and enroll 3 staff members in the Planning Live program to train and coach future staff, students, and families in the person-centered planning process. TIL further seeks to impact lasting change to systems and processes within the organization to ensure high-quality person-centered planning and services to students with developmental disabilities and their families.

THEREFORE: Helen Sanderson Associates USA (H S A) proposes to work with your organization from April 1, 2022, through December 30, 2022, to implement the following scope of work to build capacity for person-centered thinking and planning.

Proposed Scope of Work:

A. Person Centered Thinking and Planning Training for Staff

Person Centered Thinking (ten 3-hr remote modules – April through June) Person Centered Thinking, a curriculum from the Learning Community for Person Centered Practices, is an interactive training for acquiring and practicing effective person-centered thinking skills, centered on how to discover and balance what is important to and what is important for a person. These approaches respectfully address issues of health and safety, from a variety of perspectives, while empowering the people to maintain control and a sense of being listened to.

Participants learn to write a Person-Centered Description. Training in person centered thinking serves as a foundation for everyone who is involved in supporting people with significant disabilities. Implementation of person-centered plans is more likely where staff have participated in this training. Participants are provided with instruction and ample practice in the processes and structures used to develop plans that support choice while addressing issues of health and safety.

The participant experience relies on group work and discussion. Through a series of applied stories and guided exercises, participants practice sorting information using the following frameworks:

- What is important to a person and what is important for a person
- Discovering what matters to people through learning about their routines and rituals and what makes a good day/bad day
- Core responsibilities for those who provide support; when judgment and creativity is expected; what is outside the responsibility of paid staff
- What makes sense and what doesn't make sense, and recording this information from a variety of perspectives
- Aspects to consider when matching people who receive supports with people who provide supports
- Participants will develop their skills in person centered thinking through a series of guided exercises, done in pairs with a fellow participant. Through directed conversation, listening and sorting information, and writing down what they have learned about their partner, participants practice skills required when developing Person-Centered Descriptions and initial drafts of a One-Page-Profile.

Remote Training –Overview of Person-Centered Thinking and Planning – nine 3-hr modules – we will work with TIL to finalize a schedule that is mutually agreeable.

Module 1 – Week of April 18

- Welcome and Why
- Overview of Person-Centered Thinking and Planning
- One Page Descriptions / One Page Profiles
- Person Centered Thinking and Culture
- Core Concept – Understanding Important to and Important for

Module 2 - Week of April 25

- Discontent
- Promoting Positive Control
- Environments and Promises
- Look & Listen
- Fixing vs. Supporting
- Words & Language

Module 3 - Week of May 2

- Facilitation and Conversations
- Skill Practice 1: Two Minute Drill
- Decision Making
- Skill Practice 2: Relationship Map
- Skill Practice 3: Communication Chart

Module 4 - Week of May 9

- Skill Practice 4: Morning Routine
- Skill Practice 5: Good Day / Bad Day
- Organizing Discovery Information for a Person-Centered Description
- Skill Practice 6: Reframing Reputations

Module 5 - Week of May 16

- Skill Practice 7: Exploring what is working and not working
- Skill Practice 8: Learning Log
- Skill Practice 9: 4+1 Questions

Module 6 - Week of May 23

- Skill Practice 10: Donut
- Skill Practiced 11: Matching Support
- Meaningful Life Arrow
- Charting the Life Course

Module 7 - Week of May 30

- From Person-Centered Thinking to Person-Centered Plans
- Developing and Writing Person-Centered Outcomes using the Outcome Sequence

Module 8 - Week of June 6

- Clarifying what good support looks like using the Support Sequence
- Writing clear actions.

Module 9 - Week of June 13

- Graphic Recording

Module 10 - Week of June 20

- Checking Progress on Actions with Person Centered Reviews

B. Planning Live: Person Centered Planning Facilitator Training Program

H S A will provide a deeper exploration of the facilitator role using the Planning Live approach. This is a train-the-trainer program, meaning participants will have access to all course materials and facilitator resources and can coach internal team members. It does not authorize use for commercial training purposes beyond your organization.

Guiding Principles

This program is built upon the following principles and practices:

- Align with person-centered planning federal guidance released July 31, 2020 and TIL TPSID grant guidelines.
- Provide coaching support to Planning Live participants to build internal capacity.

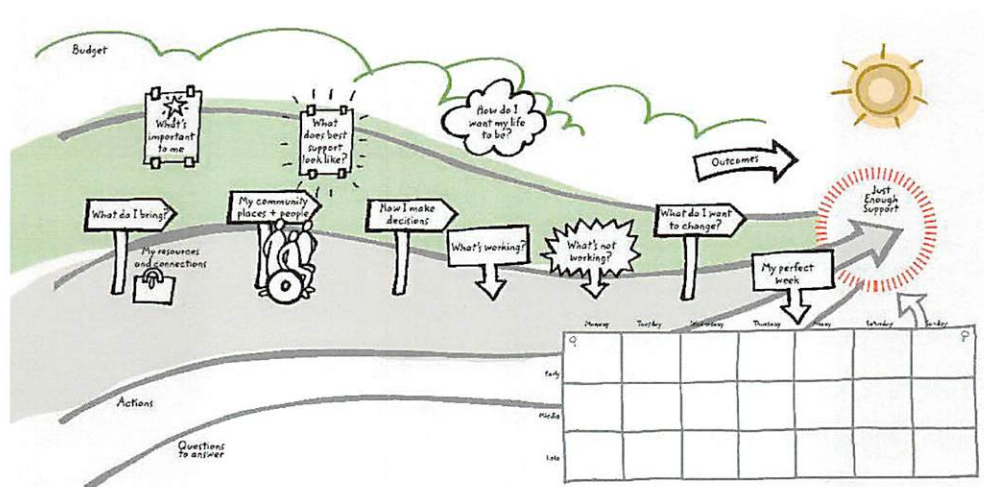
- Provide a combination of electronic and hard copy resources to be helpful now and later.
- Learning Group/Partners - to reflect on insights, actions, successes, and challenges
- Provide coaching and peer support through Slack in between sessions.
- Community of Practice approach to workshops to foster ongoing, shared learning, problem-solving and networking among service providers and regional centers.

About Planning Live

Planning Live was developed by Helen Sanderson Associates as an inclusive and engaging series of conversations that brings all the people who are important to a person together, either in-person or remotely, to listen to what is important to them and discuss a range of options that culminate in desired outcomes and a “perfect week” on which to base the planning of the person’s support and, if applicable, individual budget.

Planning Live draws on skills, principles and practices from the Learning Community for Person-Centered Practices, Michael Smull, John O’Brien, Beth Mount, Charting the LifeCourse and Helen Sanderson Associates. These approaches are consistent with the skills needed to meet HCBS requirements for person centered planning as well as the provision for person centered planning to support people who are transitioning to the self-determination program.

Planning Live aims to help a person, their family, friends, and others who support them to have the best possible chance of creating a plan that is both ambitious and practical, and importantly, one that is true to what is important to someone.



This Planning Live graphic is used to help a person build their person-centered plan in a visual way. This helps everyone involved better understand the information gathered and how it will help lead to a ‘perfect week’ and a set of outcomes and actions that will inform the needed supports and the spending plan.

Planning Live uses person-centered approaches to explore what is important to someone now and in the future. It looks at actions to achieve the life one desires, and the supports needed to

make it happen. This program is for anyone interested in facilitating the development of person-centered plans. Prerequisite: Completion of Person-Centered Thinking training.

Participants will:

- *Learn and practice five phases of person-centered planning, including Pre-planning, Discovery, Positive Change, Outcomes and Actions, Supports and Spending Plans.*
- *Develop a one-page profile, person-centered description, and person-centered plan with a partner.*
- *Facilitate planning sessions and prepare plan summaries using prepared scenarios.*
- *Facilitate a person-centered plan with someone you support and receive feedback.*

Things to consider:

- Participants must have completed Person Centered Thinking training (Learning Community for Person Centered Practices) in the last three years. **TIL participants can attend a remote PCT course offered by H S A at no additional cost.** The schedule of offerings prior to August can be found at our website. <https://helensandersonassociates.com/events/> Once a contract is signed, H S A will provide a promo code to register at no cost.
- All participants will facilitate a person-centered plan and receive coaching and feedback.
- Participants must attend weekly sessions and complete all assignments to receive a Certificate of Completion. When you miss a session, it impacts not only you but your partner as well.
- **Online participation is important.** Participants must have reliable internet, a computer/device with video camera and microphone capability, and ability to access google docs and fillable pdfs. We are not able to issue a certificate of completion to participants who are unable to participate with video cameras enabled.

About the instructors:

Andrea Schacht, Helen Sanderson Associates, andrea@helensandersonassociates.com

Andrea is a Person-Centered Thinking Mentor Trainer, certified by the Learning Community for Person Centered Practices. She served as a Service Coordinator and Manager of Services and Supports at Tri-Counties Regional Center for 15 years and has the added perspective of being a parent of a son with a developmental disability.

Shawna Hall, Helen Sanderson Associates, shawna@helensandersonassociates.com

Shawna, a gifted facilitator, and storyteller, shares her perspective as a plan facilitator and as a planner, living with a developmental disability. She is a certified Spiritual Director and is pursuing a master's degree in Counseling.

Mary Beth Lepkowsky, Helen Sanderson Associates, marybeth@helensandersonassociates.com

Mary Beth is a Person Centered Thinking Mentor Trainer and former Assistant Director, Training and Organizational Development at Tri-Counties Regional Center. She is the parent of a son with a physical disability and spent the early part of her career as a student services professional at the University of California, Santa Barbara.

Planning Live Program Schedule – August 2 – November 15, from 9am to 12pm on Tuesdays. And Community of Practice sessions on Thursdays from 10:30am -12pm

DATE / TIME	DESCRIPTION * topics subject to change based on needs of learners	ASSIGNMENT
<input type="checkbox"/> TUE August 2 9:00am-10:00am	Program Orientation and Tech Overview	
<input type="checkbox"/> TUE August 9 9:00am-12:00pm	MODULE 1: Planning Live Overview & Listening to What's Important to One Another	
<input type="checkbox"/> THU August 11 10:30 am-12:00 pm	COP 1: Communication passports and facilitating plans with people who communicate in non-traditional ways	
<input type="checkbox"/> TUE August 16 9:00am-12:00pm	MODULE 2: Facilitating Pre-Planning and One Page Profiles	Assignment #1: Complete a one-page profile with your partner. Due August 18 and schedule coaching call to review by August 27.
<input type="checkbox"/> THU August 18 10:30 am-12:00 pm	COP 2: Relationship Maps & Communication Charts	
<input type="checkbox"/> TUE August 23 9:00am-12:00pm	MODULE 3: The Facilitator Role	
THU August 25 10:30 am-12:00 pm	COP 3: Graphic recording	
<input type="checkbox"/> TUE August 30 9:00am-12:00pm	MODULE 4: Facilitating Discovery and Positive Change	
<input type="checkbox"/> THU September 1 10:30 am-12:00 pm	COP 4: Facilitation practice – Authentic conversations and listening with compassion (Planning Live Conversation Cards; Introducing the roadmap, Discovery and Positive Change)	
<input type="checkbox"/> TUE September 6 9:00am-12:00pm	MODULE 5: Facilitation Practice - Discovery and Positive Change	Assignment #2: Continue to develop person centered plan with your partner Submit by Oct 4 and schedule coaching call to review
<input type="checkbox"/> THU September 8 10:30 am-12:00 pm	COP 5: Practicing writing person centered outcomes	
TUE September 13 9:00am-12:00pm	MODULE 6: Developing Person Centered Outcomes using the Outcome Sequence	
<input type="checkbox"/> THU September 15 10:30 am-12:00 pm	COP 6: Practicing the support sequence	
<input type="checkbox"/> TUE September 20 9:00am-12:00pm	MODULE 7: Using the Support Sequence to Create Actions	Assignment #3: Initiate pre-planning and facilitate a person-centered plan with someone you

DATE / TIME	DESCRIPTION * topics subject to change based on needs of learners	ASSIGNMENT
		support. Plan summary due Oct 25 and schedule coaching call to review by November 10
THU September 22 10:30 am-12:00 pm	COP 7: Reflections on facilitation	
<input type="checkbox"/> TUE September 27 9:00am-12:00pm	MODULE 8: Facilitation Practice – Planning Live with Cory	Assignment #4 Cory's Submit draft by October 4 to be used for peer review on October 11
<input type="checkbox"/> THU September 29 10:30 am-12:00 pm	COP 8: Insights from facilitators What I've tried and learned plus top tips for others	
<input type="checkbox"/> TUE October 4 9:00am-12:00pm	MODULE 9: Perfect Week, Self-Determination, and Spending Plans	
<input type="checkbox"/> THU October 6 10:30 am-12:00 pm	COP 9: What if scenarios	
<input type="checkbox"/> TUE October 11 9:00am-12:00pm	MODULE 10: Putting it All Together, Writing Plan Summaries	
THU October 13 10:30 am-12:00 pm	COP 10: Person Centered Approach to Risk	
<input type="checkbox"/> TUE October 18 9:00am-12:00pm	MODULE 11: Quality Checking Cory's Plans/Peer Review	
<input type="checkbox"/> THU October 20 10:30 am-12:00 pm	COP 11: Technology and HIPAA Considerations	
<input type="checkbox"/> TUE October 25 9:00am-12:00pm	MODULE 12: Implementing Person-Centered Plans and Reviewing Progress	
<input type="checkbox"/> THU October 27 10:30 am-12:00 pm	COP 12: Practicing zoom technology and other apps for remote planning	
<input type="checkbox"/> TUE November 1 9:00am-12:00pm	MODULE 13: Developing Training Plans to coach others on one-page profiles and person centered planning	
<input type="checkbox"/> THU November 3 10:30 am-12:00 pm	COP 13: Coaching support for developing training plans	Final Community of Practice Session is November 10
<input type="checkbox"/> TUE November 8 9:00am-12:00pm	MODULE 14: Curriculum Resources and Terms of Use	
<input type="checkbox"/> THU November 10 9:00am-12:00pm	Open Coaching	
<input type="checkbox"/> TUE November 15 9:00am-12:00pm	Module 15: Retrospective, Celebration and Facilitator Community	Assignment #5: Sign a Terms of Use Agreement –via DocuSign

Resource Materials and Coaching

a. Planning Live Facilitator Resource Packs

Each participant will receive the following resources: (Planning Live Resource Guide, PCT Key Points and Top Tips Booklet, Planning Live Conversation Cards, Planning Live Participant Coursebook, Person Centered Risk Resource Cards, Planning Live Wall Poster

Participants who complete the program will gain access to all curriculum materials and resources including trainer notes to facilitate the coaching and training of other ARC-Taft employees. A Community of Practice for Plan Facilitators will be a resource for networking and continued learning.

b. Plan Facilitation Coaching: Each facilitator will work with a partner and receive up to 4 hrs. coaching per pair of facilitators. This is designed to:

- Give the participants an opportunity to ask any questions to clarify content and process.
- Check that the preparation and discovery work has been completed.
- To support the participants to problem-solve before, during, and after the planning process.
- Review work samples and provide feedback.

C. Implementation Support

Team 15: Managers will have access to Team 15 for one year. Team-15 is a resource library of brief reinforcement activities, that can be implemented during regular team meetings. These practice exercises help shift new learning to habit, increasing the likelihood that person-centered skills will take hold within the daily work of your team and lead to positive outcomes for the people you employ and the students you support. H S A will convene monthly for 90-minutes with managers to support their adoption of person-centered practices within teams. May-December

Facilitation/Consulting: An H S A Associate will be available for up to 20 hours to meet monthly with the leadership team to look at progress in implementing person centered approaches within the program and organization. If desired, through our working together, we can use or co-create a resource like "Progress in Preparing for Adulthood" to establish and baseline and track progress over time. You can view this resource here: <http://www.helensandersonassociates.co.uk/wp-content/uploads/2015/03/ProgressinPreparingforAdulthoodweb-2.pdf> July-December

DRAFT Timeline and Budget:

Activity	Timeline	Notes	Budget
A. Person Centered Thinking and Planning for Staff for 20+/- people	April-June 10 weekly modules Select one time: Mon 9am-12pm Wed 9am-12pm Thurs 1pm -4pm	Via Zoom and possibly Slack	\$11,400
B. Planning Live: Person-Centered	April-August - participants complete	3 participants	\$18,000

Planning Facilitator Program (Train the Trainer)	PCT training August 2 – 1-hr orientation Aug 9-Nov 15 – Tue 9am to 12pm Thur 10:30am-12pm		
C. Implementation Support	May-December 2022 Schedule TBD	<ul style="list-style-type: none"> • Manager access to Team-15 (structured exercises to lead with teams) • 6 Facilitated 90-min Community of Practice calls to support skill practice (managers and/or staff as needed) • Up to 20 hours for coaching - for monthly meetings with leadership team to focus on implementation and checking progress 	\$8,000
D. Support materials for staff	April shipping	20 Resource Packs @\$75 each <ul style="list-style-type: none"> • Planning Live Resource Guide • Planning Live Conversation Cards • Person Centered Risk Guide • Key Points and Top Tips Guide 	\$1,500
TOTAL			\$38,900

Payment Schedule:

Payment 1	By April 1, 2022	Invoiced upon execution of contract and prior to Person Centered Thinking Training	50% of Total \$19,450
Payment 2	By August 1, 2021	Invoiced prior to start of Planning Live: Plan Facilitation Training	50% of Total \$19,450
TOTAL			\$38,900

ASSIGNMENT: H S A will assign personnel to this scope of work based on match of skills, experience, and availability. Mary Beth Lepkowsky, Andrea Schacht, and Shawna Hall will participate in the scope of work for this contract. Mary Beth will be the lead for all questions related to contracting and billing.

CHANGES AND CANCELLATION: Requested changes to the Deliverables for this Scope of Work will be clarified in writing and may affect the cost estimate. All changes will be reflected in writing with approval signatures. If the program is cancelled by TIL with more than one week’s notice of the scheduled date and not rescheduled within 90 days, TIL will forfeit 50% of the total contract fees. TIL will also pay for any incurred travel expenses in the event of cancellation or postponement. If the program is cancelled with less than one week’s notice of the scheduled date and not rescheduled within 90 days, TIL will be responsible for 75% of the contract fees.

INDEMNIFICATION: H S A shall defend, indemnify and hold TIL, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of H S A, its offices, employees or agents. TIL shall defend, indemnify and hold H S A, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TIL, its offices, employees or agents.

RELATIONSHIP OF PARTIES: It is understood by the parties that H S A is an independent contractor with respect to TIL, and not an employee of TIL. Peak TIL will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of H S A. H S A will determine the manner and method of performing the services and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

COPYRIGHT/OWNERSHIP: TIL acknowledges that the sessions designed for TIL, all program materials, and any existing H S A or H S A materials, worksheets, etc. provided by H S A, are the creation and property of H S A and/or Helen Sanderson Associates and that all rights thereto remain the sole property of H S A or Helen Sanderson Associates. Receipt or possession of this proprietary information does not convey any rights to reproduce or disclose its contents, or to manufacture, use, or sell anything it contained therein. Reproduction, disclosure, or use of any H S A | H S A materials without specific written authorization of H S A is strictly forbidden.

CONSENT TO SHARE WORK SAMPLES: H S A values "working out loud" which describes our approach to sharing learning generously and amplifying the good work of others as a strategy for creating positive change. Agreement to this scope of work grants H S A permission to share highlights of this project and acknowledge the work of TIL through work samples, co-created resources, and/or testimonial quotes on the H S A and/or Helen Sanderson Associates websites or other social media for the purpose of promotion, demonstration, education, and training. No confidential information, intellectual property, or proprietary information will be shared without consent.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights of obligation under this Agreement, the prevailing party will be awarded reasonable attorney fees, together with costs and expenses, to resolve the dispute and to enforce the final judgment.

APPROVAL: The preceding shall govern the working relationship between TIL and H S A unless amended by both parties in writing. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to provision of services from H S A to TIL and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Taft College TIL Program

Helen Sanderson Associates USA, LLC

Aaron Markovits, Program Director
29 Cougar Court
Taft, CA 93268
(661) 763-7773

amarkovits@taftcollege.edu

Date:

Mary Beth Lepkowsky, CEO
Helen Sanderson Associates USA, LLC
485 Alisal Road, Suite 236
Solvang, California 93463
(805) 697-7924

marybeth@helensandersonassociates.com

Date:

About Helen Sanderson Associates USA

helensandersonassociates.com

Helen Sanderson Associates USA is a training and development consultancy, working to create person-centered change by transforming how we think, plan, and work together. With over 20 years' experience in five countries, Helen Sanderson Associates has extensive experience in helping individuals and organizations to thrive, using person centered approaches and self-management practices.

Helen Sanderson Associates is led internationally by Helen Sanderson of the United Kingdom, who is recognized as a key figure in the field of person-centered approaches and has written over 20 books on the subject; as well as acting as an advisor to national governments. She is a leader in pioneering self-management practices in health and social care and received the Queen's honor of Member of the Order of the British Empire (MBE) for her contributions to adult social care.

The USA team is led by Mary Beth Lepkowsky, a catalyst for person-centered change in California who has served on statewide advisory committees for person centered planning, self-determination, and matters related to Home and Community-Based Services requirements. Mary Beth is an expert trainer and facilitator with more than 30 years' experience directing successful leadership and organizational development efforts in public and higher education, intellectual and developmental disabilities, and health and aging care. With a BS degree in Human Development and MEd degree in Higher Education Administration Mary Beth was the former Assistant Director, Training and Organizational Development for Tri-Counties Regional Center in California and a Student Services Professional at the University of California, Santa Barbara. She is a Person Centered Thinking and Planning Mentor Trainer, is certified in the Prosci approach to change management, a Trained Holacracy Practitioner, and Liberating Structures Facilitator.

Date: March 30, 2022
Submitted by: Armin Rashvand, Dean of Instruction/CTE
Area Administrator: Dr. Leslie Minor, VP of Instruction
Subject: Request for Ratification

Board Meeting Date: April 6, 2022

Title of Board Item:
Approval of the Emsi Software Subscription Renewal

Background:

Career Technical Education (CTE) programs are required to stay current to ensure our programs meet industry demand. The Emsi subscription helps us accomplish that goal by providing current labor market information filtered to our local region. The subscription includes the following data: current job postings, a 5-year and 10-year projection, top skills expected for jobs, top employers, demand and supply gap, and more. This data can be used in Annual Program Review (APR) and is also useful for the 2- and 5-year Course Outline revisions that CTE programs must do.

Moreover, the subscription includes a Widget Builder that can be embedded into our CTE website and our online catalog to show current, local industry information specific to CTE programs, such as annual salary and wages, number of current jobs, and the number of people currently employed. Having this information available in an online format is important for prospective and current CTE students as it further clarifies their career paths, one of our primary goals in Guided Pathways.

Terms (if applicable):
March 22, 2022 – March 21, 2023

Expense (if applicable):
\$16,000

Fiscal Impact Including Source of Funds (if applicable):
Guided Pathways

Approved: 

Dr. Debra Daniels, Superintendent/President



Emsi Burning Glass Representative: Erin Baird

Renewal Agreement

This Renewal Agreement is between Taft College of Taft, California (“Licensee”), and Economic Modeling, LLC of Moscow, Idaho (“Emsi Burning Glass”), and is made pursuant to the Analyst and Widget Builder Agreement with a service start date of March 22, 2021 (“Existing Agreement”).

I. Renewal Term

The Existing Agreement is hereby renewed for an additional term beginning March 22, 2022 (“Renewal Date”) and ending March 21, 2023 (the “Renewal Term”).

II. Fee

The fee for the Renewal Term is \$16,000.00, invoiced on the Renewal Date and due on the same terms as the Fee for the Existing Agreement.

III. Amendments

The parties hereby agree to amend the terms of the Existing Agreement as follows:

- No amendments.

All terms of the Existing Agreement not expressly modified herein remain in effect as originally stated.

For Emsi Burning Glass:

For Licensee:

Authorized Signature Date

[Handwritten Signature]

Authorized Signature Date

Printed Name

Printed Name

Economic Modeling, LLC
232 N. Almon Street
Moscow, ID 83843

Taft College
29 Cougar Court
Taft, California 93268


Licensee’s Invoice Contact Will Be:	
Name	
Title	
Email	



BOARD AGENDA ITEM

Date: March 23, 2022

Submitted by: Brandy Young, Executive Assistant, Institutional Effectiveness

Area Administrator: Dr. Xiaohong Li, Vice President, Information & Institutional Effectiveness 

Subject: Request for Approval

Board Meeting Date:

April 6, 2022

Title of Board Item:

Convergint Tech Lenel Software Maintenance

Background:

The Lenel software program is used to control the electronic door locks and security cameras on campus. The software renewal provides Taft College with updates to the software program.

Terms (if applicable):

May 3, 2022 to May 2, 2023

Expense (if applicable):

Cost of renewal per year is \$8,728.00 and will be invoiced annually at the renewal date.

Fiscal Impact Including Source of Funds (if applicable):

Funding is included in the 2022-2023 ITS budget.

Approved: 
Dr. Debra Daniels, Superintendent/President



Date: March 23, 2022

Prepared For:

Taft College
29 Cougar Court
Taft, California 93268
Attention: Mark Gibson
mgibson@taftcollege.edu

Prepared By:

Bob Henderson
3600 Pegasus Dr #4
Bakersfield, California 93308

bob.henderson@convergent.com

Project:	Taft College- Pro License Renewal 2022
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<i>Scope of Work</i>	
Taft College is nearing the 2022 renewal period for the Lenel Access Control License platforms referenced below.	
This license renewal includes the additional 64 readers that were added in your upgrade last year and addresses the additional door add projects currently in progress. This license renewal will give you access to the latest software versions.	
Installation by Convergent will be based on customer need and quoted separately. Current Contract Expiration Date: 05/02/2022 (Unchanged). Contract Renewal Period: 05/03/2022 to 05/02/2023 (Unchanged).	
Primary System (Dongle) ID: 128258	

Line	Qty	Part	Description
1			Lenel SUSP 2020-2022
2	121.00	SUSP-DV	DV Channel SUSP PLAN; SW support for each single video channel licenses Includes LNVR / LDVR / HVR / Integrated GO channels, Integrated TruVision channels, OAAP channels
3	1.00	SUSP-PRO-TR-2	PRO SUSP PLAN - Tier 2; 257-512 Readers. Covers PRO / PROI Systems

Total Project Price	\$	8,728.00
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Attach Purchase Order or Requisition if Required

Customer Authorization: _____ **Date:** _____

Customer Signature: _____ **Purchase Order #:** _____





Total Project Investment:

\$ 8,728.00

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

Sincerely,

Bob Henderson

Convergint
Bob Henderson

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

Mark Gibson

March 23, 2022

Customer Name (Printed)

Date

Authorized Signature

Title



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

SECTION 1. THE WORK

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

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

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

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

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

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

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

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

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

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

SECTION 7. INSURANCE

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

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

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

SECTION 8. INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 10. DISPUTES

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


SECTION 11. MISCELLANEOUS

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

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

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

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

Date: March 10, 2022
Submitted by: Lori Sundgren, Pre-Collegiate Success Coordinator
Area Administrator: Damon Bell, Interim VP of Student Services 
Subject: Request for Ratification

Board Meeting Date: April 6, 2022

Title of Board Item:

Annual Tutor Trac Hosting and Support Agreement with Redrock Software Corp. (3/1/2022-2/28/2023)

Background:

The Learning Center would like to continue to use Tutor Trac to track Learning Center usage, schedule appointments, as well as run reports. This software also helps to determine staffing. Redrock Software Corp. will provide Taft College unlimited tech support and training. This year's increased pricing includes an upgrade to the new Trac Cloud system. Price includes \$2,485.00 in one time setup fees.

Terms (if applicable):

3/1/2022-2/28/2023

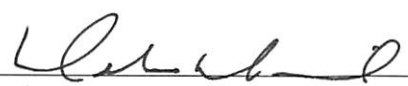
Expense (if applicable):

Total annual fee and setup fees are \$5485.00

Fiscal Impact Including Source of Funds (if applicable):

2021-2022 Student Equity and Achievement Funds will be utilized for these services.

Approved: _____


Dr. Debra Daniels, Superintendent/President

Redrock Software Corp.
PO Box 40518
Mesa, AZ 85274
Work: 480-752-8533 ext. 208
Fax: 480-302-8595



Quote

Federal ID#: 86-0710790

Quote #: 992811
Date: 1/31/22
Ship Via: NA
Pages: 1

Bill To:
Lori Sundtren
Taft College

Ship To:

Description	Amount
TracCloud Setup Fee (\$5,495 for new clients)	\$ 495.00
Annual TracCloud Fee (\$2748 for new clients)	\$ 2,520.00
TextAlerts Setup Fee	\$ 995.00
TextAlerts Annual Fee	\$ 240.00
SurveyTrac Setup Fee	\$ 995.00
SurveyTrac Annual Fee	\$ 240.00

Your Order #:
Terms: Net30

Freight: \$ -
Sales Tax: \$ -
Total Amount: \$ 5,485.00
Amount Applied: \$ -
Balance Due: \$ 5,485.00



TRACCLOUD SOFTWARE AS A SERVICE AGREEMENT FOR TAFT COLLEGE

This agreement ("Agreement") is entered into, to be effective as of _____, 2022 ("Effective Date"), by and between **Taft College** located at 29 Cougar Ct., Taft, CA 93268 ("Subscriber") and **Redrock Software Corp.** located at PO Box 40518, Mesa, AZ 85274 ("Service Provider").

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to Subscriber TracCloud hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery. The Agreement shall remain in effect unless terminated as provided for herein.
 - 1.1 Authorized Users; Authorized Uses. Service Provider grants Subscriber a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, (each, an "Authorized User") to access and use the Services. Authorized Users will have no other limitations on their access or use of the Services.
 - 1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Subscriber by Service Provider.
 - 1.3 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Subscriber. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
 - 1.4 Storage. The Services shall include unlimited amount of base data storage.
 - 1.5 Changes in Functionality. During the term, Service Provider shall not reduce or eliminate functionality in the Services.
2. Service Levels.
 - 2.1 Time is of the Essence. For the term of the agreement Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, time being of the essence.
3. Support; Maintenance; Additional Services.

Technical Support. Service Provider shall provide Technical Support and the Services Fees shall be inclusive of the fees for the Technical Support.

 - 3.1 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version. The Services Fees shall be inclusive of the fees for maintenance.



- 3.2 Customization / Integration Services. Service Provider shall provide Customization / Integration Services, if any, as needed and agreed upon. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.
- 3.3 Training Services. Service Provider shall provide Training Services and documentation. The Services Fees shall be inclusive of the fees for the Training Services.

4. Term and Termination; Renewals.

- 4.1 Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated. Subscriber will provide a 30-day written notice of cancellation. Services will automatically renew annually basis until cancelled.
- 4.2 Payments upon Termination. Upon the termination of this Agreement, Subscriber shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to Subscriber all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.
- 4.3 Return of Subscriber Data. Upon the termination of this Agreement, Service Provider shall, within eight (8) business days following the termination of this Agreement provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in the format specified by Subscriber. Further, Service Provider shall certify to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.
- 4.4 Fees; Billing. Subscriber shall be responsible for and shall pay to Service Provider the fees of \$5,485.00 for one year of services. Payment shall be made in full on the date that this Agreement has been executed by both Parties and on each anniversary of this execution date thereafter for the duration of the Agreement. Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, or sales taxes for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

5. Representations and Warranties.

- 5.1 Service Provider represents and warrant that:
 - 5.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
 - 5.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 5.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 5.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall



obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

- 5.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential
- 5.1.6 or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 5.1.7 the software as a service will function in a manner consistent with industry standards reasonably applicable to such service. Redrock further warrants that the software as a service, except for routine maintenance, will be operational at least 99.9% of the time in any given year during the term of this Agreement, meaning that the outage or down time percentage will not be more than 0.1%. In the event of outage, Redrock will (i) promptly and at Redrock's expense use commercial best efforts to restore the software as service as a soon as possible, and (ii) unless the outage was caused by a Force Majeure event, may refund or credit subscriber the prorated amount of fees corresponding to the time the service was unavailable.

6. Subscriber Data.

- 6.1 Ownership. Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.
- 6.2 Service Provider Use of Subscriber Data. Service Provider is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.
- 6.3 Extraction of Subscriber Data. Service Provider shall, within five (5) business days of Subscriber's request, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), an extract of the Subscriber Data in the CSV format.



- 6.4 Backup and Recovery of Subscriber Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within twenty-four (24) hours at any point in time.
- 6.5 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of Subscriber Data, Service Provider shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Subscriber's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Subscriber for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Subscriber in connection with the occurrence; (g) be responsible for recreating lost Subscriber Data in the manner and on the schedule set by Subscriber without charge to Subscriber; and, (h) provide to Subscriber a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.
7. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.
- 7.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b)



developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Subscriber Data shall be deemed to be Confidential Information.

- 7.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 7.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 7.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Subscriber, at the sole election of Subscriber, the immediate termination, without liability to Subscriber, of this Agreement.
- 7.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Service Provider shall return Subscriber Data to Subscriber following the timeframe and procedure described further in this Agreement. Should Service Provider or Subscriber determine that the return of any non-Subscriber Data Confidential Information is not feasible, such party shall destroy the non-Subscriber Data Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

8. Data Privacy and Information Security.

- 8.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Subscriber Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscriber Data; (c) protect against unauthorized disclosure, access to, or use of the Subscriber Data; (d) ensure the proper disposal of Subscriber Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.



In no case shall the safeguards of Service Provider's data privacy and information security program be less stringent than the safeguards used by Subscriber.

9. Indemnification; Limitation of Liability; Insurance.

- 9.1 General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Subscriber and its officers, directors, agents, and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; or, (d) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.
- 9.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees and the full cost associated with any Transition Services.
- 9.3 Indemnification Procedures. Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.



- 9.4 Third-Party Beneficiaries. For the purposes of this Section and Service Provider's obligations hereunder, non-party Indemnitees are third-party beneficiaries of this Agreement in accordance with its terms. Any action or consent taken by Subscriber on its own behalf is binding upon the non-party Indemnitees for the purposes of this Section. Other than as provided for in this Section, this Agreement is for the sole benefit of the signatories hereto and their permitted successors and assigns. Nothing, express or implied, in this Agreement is intended to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor non-party Indemnitees.
- 9.5 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.
- 9.6 Insurance. Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$2,000,000 aggregate); excess liability (\$2,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and, professional liability (\$1,000,000 per occurrence, \$1,000,000 aggregate).
10. General.
- 10.1 Relationship between Subscriber and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Subscriber or in any way to bind or to commit Subscriber to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Subscriber. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Subscriber.
- 10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Arizona and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the Arizona in all questions and controversies arising out of this Agreement.
- 10.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.



- 10.4 Compliance with Laws; Subscriber Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Subscriber policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.
- 10.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Subscriber supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Subscriber, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 10.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Subscriber Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Subscriber to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to Subscriber upon Subscriber's request. The Business Continuity Plan shall include: (a) Services and Subscriber Data backup and recovery procedures; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to Subscriber upon Subscriber's request.
- 10.7 Advertising and Publicity. Service Provider shall not refer to Subscriber directly or indirectly in any advertisement, news release, or publication without prior written approval from Subscriber.
- 10.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 10.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered



to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

- 10.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Subscriber. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services and who are necessary for the performance and use of the Services. Subscriber, at Subscriber's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of Subscriber's business.
- 10.11 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 10.12 Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.13 Cumulative Remedies. All rights and remedies of Subscriber herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Effective Date.

Client (SUBSCRIBER)

By:
Name:
Title:
Date:

Address for Notice:

Redrock Software Corp. (SERVICE PROVIDER)

By:
Name:
Title:
Date:

Address for Notice: PO Box 40518, Mesa, AZ 85274

BOARD AGENDA ITEM

Date: March 24, 2022

Submitted by: Brock McMurray, EVP of Administrative Services *Bm*

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval

Board Meeting Date: April 6, 2022

Title of Board Item:

Contract for Professional Services with Amanda Bauer related to the vacancy and job duties of the Executive Director of Fiscal Services position.

Background:

Taft College will have a vacancy of the Executive Director of Fiscal Services position beginning April 11, 2022. It is requested that the Board of Trustees approve the attached Contract for Professional Services agreement for the purposes of assistance during the vacancy, and training, assistance, and documentation when the new Executive Director of Fiscal Services has been hired.

Terms (if applicable):

April 11, 2022 through April 11, 2023, not to exceed 150 hours.

Expense (if applicable):

\$100.00 per hour, not to exceed 150 hours.

Fiscal Impact Including Source of Funds (if applicable):

This expense will be paid from the Administrative Services budget as a general fund expenditure.

Approved: _____

Debra Daniels
Dr. Debra Daniels, Superintendent/President

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and AMANDA BAUER (“Independent Contractor”). The agreement is effective April 11, 2022.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Services related to the vacancy and job duties of the former Executive Director of Fiscal Services and to the training of the new Executive Director of Fiscal Services(and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services from April 11, 2022 through April 11, 2023.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: Training and documentation related to the job duties of the Executive Director of Fiscal Services position.
4. **Compensation.** Independent Contractor shall be paid the sum of \$100.00 per hour not to exceed 150 hours.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all claims, penalties, damages, liabilities,

costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

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

7. **Travel Expenses/Mileage Reimbursement.** The District shall reimburse Independent Contractor \$0.00 for travel/mileage and hotel expenses for the entire term.

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

9. **Earlier Termination.** District and Independent Contractor may terminate this agreement at any time upon written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:
April 6, 2022

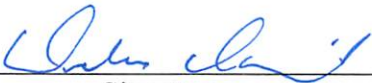
Budget Code:
11000-401-5510-67200

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Amanda Bauer



Signature




Signature



BOARD AGENDA ITEM

Date: March 22, 2022

Submitted by: Brandy Young, Executive Assistant, Institutional Effectiveness

Area Administrator: Dr. Xiaohong Li, Vice President, Information & Institutional Effectiveness 

Subject: Request for Approval

Board Meeting Date:

April 6, 2022

Title of Board Item:

ABTech Technologies Quotation #ABTQ12466 Red Hat License for IT Servers.

Background:

The Production and test servers here at Taft College use the Red Hat operating software which must be licensed every year to receive updates and patches.

Terms (if applicable):

The one-year license subscription will be valid from May 31, 2022 to May 30, 2023.

Expense (if applicable):


The total cost of the annual subscription is \$8,938.10.

Fiscal Impact Including Source of Funds (if applicable):

Covid Relief Fund: \$2,273.10

ITS Budget: \$6,215.00

Approved: _____


Dr. Debra Daniels, Superintendent/President

Quotation

Number ABTQ12466
Date Mar 24, 2022
Expires Apr 13, 2022
Terms NET 30

Prepared For	Ship To	Account Executive
Taft College Mark Gibson mgibson@taftcollege.edu	Taft College Mark Gibson 29 Emmons Park Dr Taft, CA 93268	Aaron Van Velsir (760) 827-5100 ext 202 avanvelsir@abtechtechnologies.com

Qty	Description	Unit Price	Ext. Price
3	Red Hat Enterprise Linux Server Standard 9X5 Phone and Web Support (Physical or Virtual Nodes) Start Date: 05/31/2022 End Date: 05/30/2023 Contract #: 10916256 ACCT #: 816476	\$649.91	\$1,949.73
2	Red Hat Enterprise Linux for Virtual Datacenters Standard 9X5 Phone and Web Support Start Date: 05/31/2022 End Date: 05/30/2023 Contract #: 10916256 ACCT #: 816476	\$2,032.68	\$4,065.36
1	Red Hat Enterprise Linux Server Standard 9X5 Phone and Web Support. (Physical or Virtual Nodes) Start Date: 05/31/2022 End Date: 05/30/2023 Contract #: 11414396 ACCT #: 816476	\$649.91	\$649.91
2	High Availability For Red Hat Enterprise Linux Server with Unlimited Guests Start Date: 04/16/2022 End Date: 05/30/2023 Contract #: 12660245 ACCT #: 816476	\$1,136.55	\$2,273.10

SubTotal:	\$8,938.10
*Tax:	\$0.00
*Shipping:	\$0.00
Total:	\$8,938.10

**Taxes and shipping are an estimate and may differ from the final invoice. Price reflects a cash discount.
To use an alternative payment method, contact your account executive.*

Any order based on the above quotation, statement of work, or proposal is subject to Abtech's Terms and Conditions of Sale ("Terms") effective the date of execution of order and are incorporated by reference as if fully set herein as a full and binding part of the order. Terms are available at: <http://www.abtechtechnologies.com/s/Abtech-terms-and-conditions.pdf> and may be sent by mail or fax upon request. Client agrees to have read and intends to be bound by Abtech's Terms by executing an order with Abtech. Client agrees that the order is executed when (a) both parties physically or digitally sign an agreement; (b) both parties (or optionally Client only at Abtech's discretion) electronically sign via a purchasing portal or website an order; or (c) Abtech accepts a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly reference the quotation, Service Order, proposal, Agreement, or Addendum and terms and conditions thereof. Abtech limits acceptance to the Terms and objects to any additional or different terms in the Purchase order or other forms of acceptance. Some products and services, including but not limited to maintenance, StorTrust, hosting, and managed services have an additional Master Service Agreement ("MSA") and service specific Addendum which are in addition to Abtech's Terms and are likewise incorporated by reference as if fully set herein as a full and binding part of the order. By purchasing and using the StorTrust S3 Cloud Archive, Client unconditionally agrees to the StorTrust S3 Cloud Archive Agreement located at <https://www.abtechtechnologies.com/s/StorTrust-Cloud-Archive-Agreement.pdf>.

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057078	02/01/2022	A00243588AARP Health Care Options	I0067280	FEB 22	11000	412	3350	59100	18,320.32
78057079	02/01/2022	A00248933Abtech Systems, Inc.	I0067333	112044A-	12418	421	6414	67900	23,804.97
78057080	02/01/2022	A00200063Austin's Pest Control, Inc.	I0067293	JAN 22	11000	431	5860	65100	420.00
			I0067327	JAN. 22	12560	223	5860	09565	55.00
			I0067331	JAN '22	39000	314	5860	64991	100.00
78057081	02/01/2022	A00200109Brown & Reich Petroleum, Inc	I0067328	26280	39000	314	5631	64991	117.39
			I0067329	26279	11000	432	4316	65100	106.32
					11000	432	4316	65300	80.13
78057082	02/01/2022	A00200146Carolina Biological Supply C	I0067307	51638123	11000	209	4311	04014	703.22
78057083	02/01/2022	A00200161CDW-G	I0067317	Q606005	12418	421	6415	67900	241.73
			I0067318	Q635569	11000	431	6415	65100	653.15
			I0067319	Q806641	12573	353	6415	64600	9,531.42
			I0067322	Q701049	11000	203	6412	61200	116.82
			I0067344	Q537087	12000	311	6415	64200	297.99
			I0067345	Q797878	12000	311	6415	64200	1,402.44
78057084	02/01/2022	A00200181City of Taft	I0067290	021422	12560	223	5850	09565	9.20
78057085	02/01/2022	A00200181City of Taft	I0067300	02/14/22	11000	431	5850	65700	1,991.17
					11000	431	5850	65500	40.64
78057086	02/01/2022	A00200181City of Taft	I0067314	02-14-22	31000	423	5850	69100	61.65
78057087	02/01/2022	A00200225Darling International (Fresn	I0067271	11957747	32000	422	5850	69400	75.00
78057088	02/01/2022	A00200243Dick Blick	I0067308	7770736	31000	423	4310	69100	50.58
			I0067346	7808353	31000	423	4310	69100	162.72
78057089	02/01/2022	A00277845Double D Cleaning Service	I0067296	079	12560	223	5890	09565	265.00
78057090	02/01/2022	A00327500Elite Painting & Wallcoverin	I0067287	2612	12050	431	6121	65107	7,875.00
78057091	02/01/2022	A00200308Federal Express Corporation	I0067288	7-636-18	11000	401	5940	67705	30.78
78057092	02/01/2022	A00200323Flinn Scientific, Inc.	I0067340	2666223	11000	209	4311	19051	2,830.73
78057093	02/01/2022	A00202041Fresno Oxygen	I0067295	62907262	12558	223	4311	09565	181.21
78057094	02/01/2022	A00283264Frontier California Inc.	I0067325	57030107	11000	431	5840	65700	148.70
78057095	02/01/2022	A00283264Frontier California Inc.	I0067326	011022	11000	431	5840	65700	47.67
78057096	02/01/2022	A00201045Golling, Greg P.	I0067285	2022SPRI	31000	423	4110	69100	905.76
78057097	02/01/2022	A00200629Grainger	I0067302	91686063	11000	431	4312	65100	662.99
78057098	02/01/2022	A00201163Green, Sheila A.	I0067294	011922	11000	421	4310	67200	94.15
78057099	02/01/2022	A00200655Henry Schein, Inc.	I0067310	15574563	11000	205	5632	12042	3,016.56
78057100	02/01/2022	A00224086inContact, Inc.	I0067315	6974113	11000	431	5840	65100	141.55
					11000	431	5840	65700	1,145.31
78057101	02/01/2022	A00244581Independent Fire and Safety,	I0067323	53917	11000	431	5632	65100	778.50
78057102	02/01/2022	A00320018Integrated DNA Technologies,	I0067276	90011365	12700	421	4310	67900	589.88
					12700	421	4310	67900	17.16
78057103	02/01/2022	A00327623Jitterbit, Inc.	I0067292	INVUS186	12676	301	5641	64900	18,750.00
78057104	02/01/2022	A00200712Kern County Supt. of Schools	I0067278	202137	11000	421	5911	67200	1,266.00
78057105	02/01/2022	A00325895Linde Gas & Equipment Inc.	I0067309	68367906	11000	205	5641	12042	424.19
78057106	02/01/2022	A00294618McNeil and Associates, LLC	I0067275	47	11000	110	5510	66003	3,150.00
78057107	02/01/2022	A00200498Office Depot	I0067272	22066704	11000	209	4310	19051	128.01
			I0067277	21898729	11000	421	4310	67200	409.46
			I0067279	22068936	12551	353	4310	64600	183.09
			I0067342	21485276	11000	209	4310	17016	370.82
78057108	02/01/2022	A00319424Oropeza, Leslie G.	S0053375		11000		9526		908.06
78057109	02/01/2022	A00304890OSAP	I0067297	2962	11000	205	5210	12042	150.00
78057110	02/01/2022	A00200508P. G. & E.	I0067311	011122	39000	314	5830	64991	37.55
78057111	02/01/2022	A00200508P. G. & E.	I0067316	010922	35900	357	5820	69700	30.57
					35900	357	5830	69700	305.75

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057112	02/01/2022	A00200521Pens Etc.	I0067282	475045-0	31000	423	4310	69100	3,043.33
			I0067286	474257-3	31000	423	4310	69100	173.37
78057113	02/01/2022	A00200522Pepsi-Cola Company	I0067306	95840403	32000	422	4410	69400	362.71
78057114	02/01/2022	A00018310Reynolds, David S.	I0067283	2022SPRI	31000	423	4110	69100	3,690.00
78057115	02/01/2022	A00055076Rios, Debra S.	I0067298	011122	39000	314	5505	64991	12.95
			I0067330	012022	39000	314	4311	64991	162.87
78057116	02/01/2022	A00202968San Joaquin Chemicals, Inc.	I0067301	137232	11000	431	5641	65100	1,175.00
78057117	02/01/2022	A00279312Self, Isaac J.	I0067281	010522	39000	314	5710	64991	6.00
78057118	02/01/2022	A00321763Signs of Success, Inc.	I0067299	70257	11000	431	6210	65100	1,260.04
			I0067304	70195	11020	110	4310	68900	2,031.91
78057119	02/01/2022	A00200393Sparkletts	I0067321	123121	12560	223	4310	60103	4.00
78057120	02/01/2022	A00200396Spurr	I0067274	119733	11000	431	5820	65700	7,133.19
					35827	357	5820	69700	721.59
					33428	310	5820	69200	102.57
					33528	310	5820	69200	102.57
					33588	310	5820	69200	205.15
78057121	02/01/2022	A00237176SSD Systems	I0067332	R-003425	33428	310	5880	69200	21.24
					33528	310	5880	69200	21.24
					33588	310	5880	69200	42.49
78057122	02/01/2022	A00200406Student Aid Commission	I0067305	2021	12554	353	5110	64600	457.30
78057123	02/01/2022	A00200417Sysco Food Service of Ventur	I0067320	27968560	32000	422	4410	69400	3,304.23
					32000	422	4411	69400	255.72
					32000	422	4411	69400	273.77
					32000	422	5940	69400	6.11
			I0067336	27965243	33429	310	4411	69250	40.63
			I0067337	27965243	33429	310	4410	69250	713.59
78057124	02/01/2022	A00256341Terminix	I0067343	41474338	33428	310	5860	69200	4.50
					33528	310	5860	69200	4.50
					33588	310	5860	69200	9.00
78057125	02/01/2022	A00320652Thomas Scientific,LLC	I0067338	2518885	12700	421	4310	67900	474.96
			I0067339	2518965	12700	421	4310	67900	379.97
78057126	02/01/2022	A00200284U.S. Foods	I0067289	4364392	32000	422	4410	69400	1,484.63
					32000	422	4411	69400	87.75
			I0067334	3562982	33429	310	4410	69200	654.01
			I0067335	3562983	33429	310	4411	69250	14.51
78057127	02/01/2022	A00243587United Healthcare Insurance	I0067284	FEB 22	11000	412	3350	59100	21,217.14
78057128	02/01/2022	A00232538Ward's Natural Science	I0067273	88072354	11000	209	4311	04011	20.22
78057129	02/01/2022	A00200355West Kern Water District	I0067291	011822	12560	223	5850	09565	68.00
78057130	02/01/2022	A00200355West Kern Water District	I0067312	011422	33428	310	5810	69200	22.43
					33528	310	5810	69200	22.43
					33588	310	5810	69200	44.86
78057131	02/01/2022	A00200355West Kern Water District	I0067313	01/14/22	11000	431	5810	65700	273.02
					39000	314	5810	64991	50.33
					12433	314	5810	69800	5.59
78057132	02/01/2022	A00200355West Kern Water District	I0067324	01/18/22	12560	223	5850	09565	68.00
78057133	02/01/2022	A00201081Westside Waste Management Co	I0067303	18047	39000	314	5850	64991	69.61
78057134	02/01/2022	A00271281WKCCD-Taft College Grant Cle	I0067341	01152022	39000	314	5610	64991	1,650.00
					39000	314	5610	64991	0.00
78057135	02/02/2022	A00047652Acosta, Silvia E.	S0054323		11000		9526		138.00
78057136	02/02/2022	A00043526Albayeros, Hilda	S0054344		11000		9526		278.00
78057137	02/02/2022	A00319742Atriano, Jennifer	S0054333		11000		9526		300.00

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057138	02/02/2022	A00317375Babines Ortiz, Natalie F.	S0054339		11000		9526		298.00
78057139	02/02/2022	A00324305Barrientos, Nelson A.	S0054363		11000		9526		688.00
78057140	02/02/2022	A00303750Blanco, Erik R.	S0054356		11000		9526		298.00
78057141	02/02/2022	A00304252Burke, Jeb L.	S0054359		11000		9526		44.00
78057142	02/02/2022	A00277926Cervantes Becerra, Maria A.	S0054364		11000		9526		600.00
78057143	02/02/2022	A00267845Chavez, Emily C.	S0054349		11000		9526		324.00
78057144	02/02/2022	A00311669Crowder, Rachel E.	S0054343		11000		9526		138.00
78057145	02/02/2022	A00303768Dodson, Chloe L.	S0054357		11000		9526		298.00
78057146	02/02/2022	A00317787Dodson, Drake W.	S0054335		11000		9526		298.00
78057147	02/02/2022	A00301486Donate, Doralis	S0054365		11000		9526		600.00
78057148	02/02/2022	A00290105Franzen, Lena M.	S0054354		11000		9526		140.00
78057149	02/02/2022	A00319764Garcia Gonzalez, Eder	S0054332		11000		9526		300.00
78057150	02/02/2022	A00324341Graves, Wesley J.	S0054326		11000		9526		637.10
78057151	02/02/2022	A00250325Gutierrez, Chrissy	S0054346		11000		9526		182.00
78057152	02/02/2022	A00305223Harris, Natasha C.	S0054361		11000		9526		300.00
78057153	02/02/2022	A00317720Heppner, Natalie S.	S0054336		11000		9526		276.00
78057154	02/02/2022	A00317428Hinojosa Ortiz, Leslie A.	S0054337		11000		9526		298.00
78057155	02/02/2022	A00317415Isbell, Jaylyn N.	S0054338		11000		9526		298.00
78057156	02/02/2022	A00308711Jarrachian, Roxana S.	S0054362		11000		9526		298.00
78057157	02/02/2022	A00320196Kaiser, Isabella H.	S0054330		11000		9526		298.00
78057158	02/02/2022	A00320520Keith, Ayla M.	S0054329		11000		9526		138.00
78057159	02/02/2022	A00286520Mears, Chase R.	S0054353		11000		9526		255.00
78057160	02/02/2022	A00313739Meren, Spencer M.	S0054342		11000		9526		230.00
78057161	02/02/2022	A00030150Moore, Sara J.	S0054324		11000		9526		184.00
78057162	02/02/2022	A00298599Murphy, Alexandra H.	S0054355		11000		9526		1,000.00
78057163	02/02/2022	A00281880Nachor, Aubrey N.	S0054351		11000		9526		14.00
78057164	02/02/2022	A00284059Ornelas, Alexandra	S0054352		11000		9526		2.00
78057165	02/02/2022	A00305095Pilgrim, Willow L.	S0054360		11000		9526		298.00
78057166	02/02/2022	A00323227Ramirez Aparicio, Aileen A.	S0054328		11000		9526		300.00
78057167	02/02/2022	A00313770Reilly, Macaela N.	S0054341		11000		9526		298.00
78057168	02/02/2022	A00225223Robinson, Ashley S.	S0054345		11000		9526		2.00
78057169	02/02/2022	A00252786Ruiz, Mariela L.	S0054347		11000		9526		228.00
78057170	02/02/2022	A00325700Salinas-Lara, Maria D.	S0054325		11000		9526		184.00
78057171	02/02/2022	A00277889Sidhu, Simran K.	S0054350		11000		9526		688.00
78057172	02/02/2022	A00323606Speaks, Mason	S0054327		11000		9526		300.00
78057173	02/02/2022	A00303774Torres Miranda, Jacqueline	S0054358		11000		9526		300.00
78057174	02/02/2022	A00257261Valadez, Christina E.	S0054348		11000		9526		2.00
78057175	02/02/2022	A00317965Vasquez, Emmanuel	S0054334		11000		9526		298.00
78057176	02/02/2022	A00314746Villa, Isaac	S0054340		11000		9526		221.00
78057177	02/02/2022	A00319769Wooley, Camille A.	S0054331		11000		9526		298.00
78057178	02/03/2022	A002000164Imprint	I0067391	9627111	31000	423	4310	69100	1,589.28
					31000	423	5940	69100	209.86
78057179	02/03/2022	A00327115ABC Occupational Medical Cen	I0067351	011222	11000	411	5985	67300	155.00
78057180	02/03/2022	A00320403Arcpoint Labs of Bakersfield	I0067367	0122450	12700	421	5980	67900	1,150.00
78057181	02/03/2022	A00327556Blackhawk Network, Inc.	I0067378	32004144	12000	303	7602	73200	10,011.50
					12000	303	7603	73200	10,011.50
78057182	02/03/2022	A00200119C.A. Reding Company, Inc.	I0067370	620105	31000	423	5971	69100	4.51
78057183	02/03/2022	A00257716Capitol Public Finance Group	I0067377	2021-180	11000	401	5510	67200	1,125.00
78057184	02/03/2022	A00200143Carlson, Kamala A.	I0067404	28	31000	423	4110	69100	1,125.00
78057185	02/03/2022	A00200146Carolina Biological Supply C	I0067396	51652242	11000	209	4311	04012	113.10
78057186	02/03/2022	A00200161CDW-G	I0067352	R068306	11000	202	6415	60100	934.96

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

			I0067353	R033780	12720	421	6415	67900	726.30
			I0067354	R067863	11000	113	6415	67801	218.30
			I0067387	R083245	11000	202	6415	60100	611.85
			I0067388	R094814	11000	113	6415	67801	168.40
			I0067406	R291717	12418	421	6415	67900	5,899.62
78057187	02/03/2022	A00200181City of Taft	I0067374	02.14.22	39000	314	5850	64991	9.11
78057188	02/03/2022	A00258703College House	I0067403	53774	31000	423	4310	69100	1,594.00
					31000	423	5940	69100	388.30
78057189	02/03/2022	A00313072Colombo Construction Co., In	I0067413	PAY REQ	41400	000	6211	71003	124,334.86
			I0067414	PAY REQ	41400	000	6211	71003	800,027.31
78057190	02/03/2022	A00200243Dick Blick	I0067371	7897044	31000	423	4310	69100	71.74
			I0067390	7922689	31000	423	4310	69100	1,493.58
78057191	02/03/2022	A00325532Executive Express Lines Inc.	I0067384	9121V	11000	352	5750	69610	5,361.20
78057192	02/03/2022	A00200307Farmer Bros. Company	I0067409	90190577	32000	422	4410	69400	165.99
78057193	02/03/2022	A00284319Fertile Earth Nursery and Ga	I0067363	953	11000	431	6120	65500	6,582.20
					11000	431	5940	65500	250.00
78057194	02/03/2022	A00327601Flooring America By Casa Moo	I0067402	18349	12050	431	6121	65106	11,432.60
78057195	02/03/2022	A00283199Fork Lift Specialties, Inc.	I0067372	24744958	11000	431	5632	65100	294.83
					11000	431	5632	65100	115.36
78057196	02/03/2022	A00283264Frontier California Inc.	I0067349	79000128	11000	431	5840	65700	858.20
78057197	02/03/2022	A00283264Frontier California Inc.	I0067350	77000128	11000	431	5840	65700	1,009.69
78057198	02/03/2022	A00201122Home Depot Credit Services	I0067361	5902294	12700	421	6412	67900	501.93
78057198	02/03/2022	A00201122Home Depot Credit Services	I0067362	6684096	11000	431	4310	65100	788.29
78057199	02/03/2022	A00270994Legal Books Distributing	I0067394	506948	31000	423	4110	69100	559.00
78057200	02/03/2022	A00262851Lytle, Steve	I0067365	012422	11000	209	4311	04011	31.31
			I0067397	012622	11000	209	4311	04011	27.39
78057201	02/03/2022	A00312278Martinez, Miguel A.	I0067358	12212021	11999	421	7412	73900	188.00
78057202	02/03/2022	A00200754Mayfield, Michael E.	I0067347	020122	11000	209	4311	19051	361.81
78057203	02/03/2022	A00227772MBS Textbook Exchange, Inc.	I0067405	47-51534	31000	423	4110	69100	2,658.96
					31000	423	4115	69100	1,492.25
					31000	423	5940	69100	842.73
78057204	02/03/2022	A00283088Mitchell, David T.	I0067348	012622	11000	209	5643	17018	99.00
78057205	02/03/2022	A00200498Office Depot	I0067355	21837062	11000	209	4310	04013	53.80
			I0067359	22070829	11000	209	4310	04014	163.97
			I0067364	22120900	11000	209	4310	17016	15.18
			I0067401	22113819	31000	423	4321	69100	64.74
			I0067407	21870204	11000	101	4310	66004	20.37
78057206	02/03/2022	A00315956Orkin Pest Control	I0067381	22249589	11000	431	5860	69400	165.00
78057207	02/03/2022	A00200508P. G. & E.	I0067399	011822	11000	431	5830	65700	17,702.03
					39000	314	5830	64991	2,737.67
					12433	314	5830	69800	304.19
					33428	310	5830	69200	1,303.14
					33528	310	5830	69200	1,303.14
					33588	310	5830	69200	1,303.14
78057208	02/03/2022	A00318539Paycor, Inc.	I0067356	INV00044	12571	411	5985	67300	333.00
78057209	02/03/2022	A00274574Penguin Random House LLC	I0067389	10834686	31000	423	4110	69100	96.12
78057210	02/03/2022	A00200521Pens Etc.	I0067393	474257-4	31000	423	4310	69100	1,002.19
78057211	02/03/2022	A00200522Pepsi-Cola Company	I0067408	92825804	32000	422	4410	69400	412.03
78057212	02/03/2022	A00308084Siteimprove, Inc.	I0067398	72761	12000	319	5643	63200	8,850.24
78057213	02/03/2022	A00201787Standard Insurance Company	I0067395	FEB 212	11000	411	3410	67300	442.68
					11000	411	3420	67300	1,241.44

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057214	02/03/2022	A00200417	Sysco Food Service of Ventur	I0067366	27969696	32000	422	4410	69400	3,507.05
						32000	422	4411	69400	823.19
						32000	422	4411	69400	95.70
						32000	422	5940	69400	5.94
				I0067385	27968387	33429	310	4410	69250	1,573.94
				I0067386	27969697	33429	310	4411	69250	279.15
				I0067410	27969271	32000	422	4410	69400	3,178.79
78057214	02/03/2022	A00200417	Sysco Food Service of Ventur	I0067410	27969271	32000	422	4411	69400	258.27
						32000	422	4411	69400	457.21
						32000	422	5940	69400	6.17
78057215	02/03/2022	A00200423	Taft City School District	I0067368	22-087	11000	432	4312	67703	213.91
						11000	432	5632	67703	108.00
78057216	02/03/2022	A00200425	Taft College	I0067380	011722	31000	423	7130	69100	2,190.00
78057217	02/03/2022	A00200862	Taft College Bookstore	I0067357	4968	11000	101	4310	66004	37.00
78057218	02/03/2022	A00200426	Taft College Cafeteria	I0067373	013122	32000	422	4410	69400	13.69
78057219	02/03/2022	A00309285	The Home Depot Pro	I0067411	66480651	11000	431	4310	65300	164.31
78057220	02/03/2022	A00200282	True Value Home Center	I0067360	451288	11000	431	4310	65100	31.10
						11000	431	4310	69200	128.70
78057221	02/03/2022	A00243766	Tweedy, Allisa M.	I0067369	122021	12560	223	4310	60103	77.46
78057222	02/03/2022	A00200284	U.S. Foods	I0067383	4515730	33429	310	4410	69200	628.87
				I0067400	4364395	33429	310	4410	69200	1,242.64
78057223	02/03/2022	A00000456	Uribe, Jose	I0067382	JAN 22	35000	000	5633	69700	100.00
78057224	02/03/2022	A00256989	Urioste, Paige N.	I0067379	CUPCAKES	11020	110	4311	68900	160.00
78057225	02/03/2022	A00294733	West Kern Adult Education Ne	I0067376	01272022	12603	125	7410	73100	72,197.00
78057226	02/03/2022	A00200360	Westec	I0067375	27979	11450	204	5641	09543	35,857.50
78057227	02/03/2022	A00308504	Wright Express FSC	I0067412	77699960	11000	352	4316	69610	230.57
						11000	432	4316	67703	212.26
78057228	02/03/2022	A00319010	XanEdu Publishing, Inc.	I0067392	20220124	31000	423	4110	69100	649.80
78057229	02/14/2022	A00248932	Abtech	I0067428	2201019-	12569	353	6414	64600	18,232.50
						11000	319	6414	63200	9,038.17
78057230	02/14/2022	A00292936	Albertson's LLC	I0067424	17768901	39000	314	4310	64991	294.99
						12433	314	4310	69800	52.06
78057231	02/14/2022	A00288646	Amazon Web Services, Inc.	I0067423	95687510	11000	113	5644	67801	734.58
78057232	02/14/2022	A00200043	American Express	I0067481	11005012	11000	000	7211	00000	16,289.43
78057233	02/14/2022	A00320403	Arcpoint Labs of Bakersfield	I0067455	1121181	12700	421	5980	67900	3,200.00
78057234	02/14/2022	A00326017	BarkleyREI, LLC	I0067452	124435	12418	421	5510	67900	29,706.25
78057235	02/14/2022	A00250001	Blake, Paul A.	I0067433	020322	11000	209	4311	09011	127.98
78057236	02/14/2022	A00320625	BMTX	I0067418	556-0122	11000	421	5641	67200	189.37
78057237	02/14/2022	A00200107	Bright House Networks	I0067437	020422	12560	223	5645	09565	322.93
78057238	02/14/2022	A00200109	Brown & Reich Petroleum, Inc	I0067416	26582	39000	314	5631	64991	49.35
78057239	02/14/2022	A00321194	C & P Sanitary Supply, INC	I0067427	80453	12418	421	4310	67900	13,595.01
78057240	02/14/2022	A00200161	CDW-G	I0067431	R389828	12418	421	6415	67900	907.24
						12418	421	6415	67900	5.00
78057241	02/14/2022	A00200240	Dept. of Social Services	I0067474	559361	33528	310	5990	69200	605.00
						33588	310	5990	69200	605.00
				I0067475	572041	33428	310	5990	69200	242.00
						33588	310	5990	69200	242.00
78057242	02/14/2022	A00258705	El Dorado Trading Group	I0067438	INV25185	31000	423	4310	69100	2,442.80
				I0067460	INV25172	31000	423	4310	69100	2,769.30
78057243	02/14/2022	A00309914	Espinoza, Nancy	I0067470	121021	12000	303	7606	73200	85.00
78057244	02/14/2022	A00319544	FFP Fund V Lessee1, LLC	I0067476	2022-F5L	11000	431	5830	65700	11,443.43

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057245	02/14/2022	A00202041Fresno Oxygen	I0067478	91566701	12560	223	4311	09565	187.16
78057246	02/14/2022	A00200645Hardy Diagnostics	I0067445	2673436	11000	209	4311	04012	1,049.18
78057247	02/14/2022	A00320018Integrated DNA Technologies,	I0067425	90011051	12700	421	4310	67900	471.90
					12700	421	4310	67900	17.16
78057248	02/14/2022	A00200712Kern County Supt. of Schools	I0067419	202385	11000	421	5911	67200	552.75
78057249	02/14/2022	A00304624Kurzwell Education, Inc.	I0067417	1/04/202	12000	311	5642	64200	3,000.00
78057250	02/14/2022	A00258702Martinson, Larry	I0067444	12072021	31000	423	4310	69100	15,275.00
					31000	423	5940	69100	920.00
78057251	02/14/2022	A00227772MBS Textbook Exchange, Inc.	I0067422	IHH40802	31000	423	6412	69100	1,454.31
78057252	02/14/2022	A00200498Office Depot	I0067420	22326346	11000	205	4310	12042	60.92
			I0067429	21937236	12418	421	4310	67900	361.42
			I0067466	21717203	12495	319	4310	61100	139.41
			I0067467	21760929	11000	209	4310	04011	84.62
			I0067472	22169896	11000	205	4310	12042	201.90
78057253	02/14/2022	A00200508P. G. & E.	I0067436	013122	12560	223	5830	09565	329.11
78057254	02/14/2022	A00200508P. G. & E.	I0067448	01/11/22	39000	314	5830	64991	81.42
78057255	02/14/2022	A00200518Pearson Education	I0067421	16587549	31000	423	4110	69100	1,146.32
					31000	423	5940	69100	110.46
78057256	02/14/2022	A00038728Perea, Margot R.	I0067469	121021	12000	303	7606	73200	85.00
78057257	02/14/2022	A00218940Roaring Spring Paper Product	I0067459	142151	31000	423	4310	69100	2,914.70
78057258	02/14/2022	A00200457Rotary Club of Taft	I0067479	21/22	11000	401	5210	67200	1,070.00
78057259	02/14/2022	A00280086Rothgeb, Julie J.	I0067471	JAN 22	12558	223	5710	60103	35.10
78057260	02/14/2022	A00307141Ruiz, Christopher J.	I0067434	TAFT2110	12676	301	5510	64900	500.00
78057261	02/14/2022	A00327622Salesforce.org, Inc	I0067465	21484106	12676	301	5641	64900	33,210.00
78057262	02/14/2022	A00200481Sehi Computer Products	I0067449	I0022099	12418	421	6415	67900	731.28
					12418	421	6415	67900	1.97
78057263	02/14/2022	A00279312Self, Isaac J.	I0067450	JAN 22	39000	314	5710	64991	25.62
78057264	02/14/2022	A00200487Sierra School Equipment Co.	I0067435	406973	12000	318	6411	64800	31,780.63
					12563	319	6411	64900	31,780.62
			I0067451	406948	12000	318	6411	64800	534.43
					12563	319	6411	64900	534.42
			I0067457	406921	12418	421	6415	67900	3,966.11
					12418	421	4313	67900	169.46
					12418	421	6412	67900	4,416.56
					12418	421	4313	67900	3,193.91
					12418	421	6412	67900	3,806.30
78057264	02/14/2022	A00200487Sierra School Equipment Co.	I0067463	406924	11000	110	4310	66003	1,080.09
			I0067464	406925	41400	000	6413	71003	13,638.99
78057265	02/14/2022	A00234793Southwest Signs	I0067468	28359	31000	423	4310	69100	827.00
78057266	02/14/2022	A00200417Sysco Food Service of Ventur	I0067441	27970514	33429	310	4410	69250	544.46
78057267	02/14/2022	A00319064T-Mobile USA Inc.	I0067446	021322	39000	314	5840	64991	56.30
78057268	02/14/2022	A00200862Taft College Bookstore	I0067456	0134	12464	421	4311	67900	1,208.12
78057269	02/14/2022	A00200862Taft College Bookstore	I0067461	5798	11000	421	4310	67200	17.07
78057270	02/14/2022	A00200862Taft College Bookstore	I0067462	0138.	12000	207	4311	09565	911.52
78057271	02/14/2022	A00200862Taft College Bookstore	I0067473	0084	11000	358	4310	62100	4,960.31
78057272	02/14/2022	A00200426Taft College Cafeteria	I0067480	301	12551	353	4410	64600	275.50
78057273	02/14/2022	A00200428Taft District Chamber of Com	I0067426	6173	31000	423	5970	69100	125.00
			I0067453	6266	11000	110	5710	66003	500.00
78057274	02/14/2022	A00320652Thomas Scientific,LLC	I0067432	2546298	12700	421	4310	67900	502.09
					12700	421	4310	67900	60.86
78057275	02/14/2022	A00200282True Value Home Center	I0067430	251391	12558	223	4310	09565	33.23

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057276	02/14/2022	A00200284U.S. Foods	I0067477	451628	12558	223	4311	09565	38.51
			I0067440	4658289	33429	310	4410	69200	404.41
			I0067442	4658288	33429	310	4411	69250	115.53
			I0067454	4658287	32000	422	4410	69400	1,394.23
78057277	02/14/2022	A00312920Vital Source	I0067439	VST11479	31000	423	4110	69100	1,008.42
78057278	02/14/2022	A00275443WestAir Gases & Equipment In	I0067458	80424005	31000	423	4321	69100	32.26
78057279	02/14/2022	A00200360Westec	I0067447	82131	12720	421	6221	67900	7,891.77
78057280	02/14/2022	A00201081Westside Waste Management Co	I0067415	19769	39000	314	5850	64991	69.61
78057281	02/15/2022	A00319742Atriano, Jennifer	S0054368		11000		9526		1,000.00
78057282	02/15/2022	A00317375Babines Ortiz, Natalie F.	S0054374		11000		9526		1,000.00
78057283	02/15/2022	A00300114Barnachia, Regan M.	S0054395		11000		9526		400.00
78057284	02/15/2022	A00310126Berry, Chad M.	S0054381		11000		9526		193.00
78057285	02/15/2022	A00303750Blanco, Erik R.	S0054398		11000		9526		1,000.00
78057286	02/15/2022	A00319580Boyd, Blake A.	S0054367		11000		9526		262.00
78057287	02/15/2022	A00298242Burell, Carson T.	S0054391		11000		9526		1,000.00
78057288	02/15/2022	A00303748Caudle, Robbi N.	S0054397		11000		9526		1,000.00
78057289	02/15/2022	A00313870Chavira, Jazmyn K.	S0054384		11000		9526		170.00
78057290	02/15/2022	A00300282Cisneros, Yasmin	S0054396		11000		9526		1,000.00
78057291	02/15/2022	A00297874Cloud, Alohra M.	S0054408		11000		9526		1,000.00
78057292	02/15/2022	A00304606Cole, Spencer W.	S0054386		11000		9526		400.00
78057293	02/15/2022	A00078314Davis, Stephanie C.	S0054413		11000		9526		138.00
78057294	02/15/2022	A00303768Dodson, Chloe L.	S0054402		11000		9526		1,000.00
78057295	02/15/2022	A00320572Eveland, Matthew J.	S0054372		11000		9526		1,000.00
78057296	02/15/2022	A00295977Gomez, Aaliyah R.	S0054406		11000		9526		138.00
78057297	02/15/2022	A00303772Harmer, Phenix R.	S0054403		11000		9526		998.00
78057298	02/15/2022	A00319407Harrington, Bailey L.	S0054366		11000		9526		654.00
78057299	02/15/2022	A00317428Hinojosa Ortiz, Leslie A.	S0054377		11000		9526		1,000.00
78057300	02/15/2022	A00298240Huerta Arechiga, Maria L.	S0054390		11000		9526		1,000.00
78057301	02/15/2022	A00317415Isbell, Jaylyn N.	S0054376		11000		9526		1,000.00
78057302	02/15/2022	A00317990Jeffries, Garrett J.	S0054379		11000		9526		1,000.00
78057303	02/15/2022	A00298142Johansen, Bree L.	S0054410		11000		9526		1,000.00
78057304	02/15/2022	A00317728Johns, Emily N.	S0054378		11000		9526		1,000.00
78057305	02/15/2022	A00306529Johnson, Jacob R.	S0054388		11000		9526		700.00
78057306	02/15/2022	A00320196Kaiser, Isabella H.	S0054370		11000		9526		1,000.00
78057307	02/15/2022	A00313548Kim, Hana L.	S0054382		11000		9526		552.00
78057308	02/15/2022	A00298220Kozloski, Sierra J.	S0054411		11000		9526		262.00
78057309	02/15/2022	Cancelled Check							
78057310	02/15/2022	A00320318Lopez Silva, Carlos	S0054371		11000		9526		1,000.00
78057311	02/15/2022	A00298737Maino, Aloalii Z.	S0054393		11000		9526		1,000.00
78057312	02/15/2022	A00296444Markiewitz, Breanna	S0054407		11000		9526		828.00
78057313	02/15/2022	A00298745Medina, Antonio	S0054394		11000		9526		500.00
78057314	02/15/2022	A00303891Neudorf, Emma G.	S0054385		11000		9526		562.00
78057315	02/15/2022	A00298235Orsburn, Kenya K.	S0054389		11000		9526		1,000.00
78057316	02/15/2022	A00303764Phillips, Kyleigh R.	S0054401		11000		9526		540.00
78057317	02/15/2022	A00305095Pilgrim, Willow L.	S0054387		11000		9526		1,000.00
78057318	02/15/2022	A00317388Plascencia Ruiz, Daisy	S0054375		11000		9526		1,000.00
78057319	02/15/2022	A00318858Redfield, Trent C.	S0054380		11000		9526		322.00
78057320	02/15/2022	A00313770Reilly, Macaela N.	S0054383		11000		9526		1,000.00
78057321	02/15/2022	A00319763Rowland, Cora H.	S0054369		11000		9526		998.00
78057322	02/15/2022	A00316946Scherbarth, Christopher D.	S0054373		11000		9526		6,000.00
78057323	02/15/2022	A00298231Sebastian, Carmen L.	S0054412		11000		9526		1,000.00

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057324	02/15/2022	A00303787Smith, Ashlynn C.	S0054405		11000		9526		1,000.00
78057325	02/15/2022	A00303756Terrazas, Hallie K.	S0054399		11000		9526		262.00
78057326	02/15/2022	A00303774Torres Miranda, Jacqueline	S0054404		11000		9526		1,000.00
78057327	02/15/2022	A00298735Uribe, Camila M.	S0054392		11000		9526		446.00
78057328	02/15/2022	A00303758Walls, Hanna N.	S0054400		11000		9526		1,000.00
78057329	02/17/2022	A00200017A.P.I. Plumbing	I0067515	22225	11000	431	6120	65500	308.78
			I0067537	21795	11000	431	5631	65100	1,200.00
78057330	02/17/2022	A00238497All-Tech Electronic Systems,	I0067526	1412	11000	431	5631	65100	3,786.66
78057331	02/17/2022	A00320403Arcpoint Labs of Bakersfield	I0067552	0222345	12700	421	5980	67900	5,600.00
78057332	02/17/2022	A00200064B & B Surplus	I0067547	404955	12558	223	4311	09565	367.87
78057332	02/17/2022	A00200064B & B Surplus	I0067548	404954	12558	223	4311	09565	323.14
78057333	02/17/2022	A00320892Barnes Welding	I0067498	62923840	31000	423	4310	69100	650.50
78057334	02/17/2022	A00323140Blueprint Service Company	I0067492	010422	31000	423	5971	69100	704.00
78057335	02/17/2022	A00200109Brown & Reich Petroleum, Inc	I0067516	26581	11000	432	4316	65100	44.26
					11000	432	4316	65500	42.58
					11000	431	4316	65500	137.23
					11000	432	4316	65300	93.82
78057336	02/17/2022	A00200146Carolina Biological Supply C	I0067485	51667785	11000	209	4311	04011	68.07
			I0067566	51671191	11000	209	4311	04014	175.17
78057337	02/17/2022	A00200161CDW-G	I0067511	R490801	12418	421	6415	67900	241.72
					12418	421	6415	67900	0.01
			I0067512	R486571	12418	421	4310	67900	503.26
			I0067513	R704952	12418	421	6415	67900	998.88
			I0067514	R704920	11000	113	6412	67801	481.58
			I0067530	R904780	12551	353	6415	64600	1,036.89
			I0067531	R852922	12433	314	6415	69800	1,071.34
			I0067532	R794552	12418	421	6415	67900	263.33
			I0067533	R767677	11000	113	6412	67801	138.23
78057337	02/17/2022	A00200161CDW-G	I0067534	R913011	11000	357	4318	69700	316.49
			I0067535	R710051	12418	421	6415	67900	147.37
			I0067540	R913207	12418	421	6415	67900	1,582.03
					12418	421	6415	67900	0.01
78057338	02/17/2022	A00228756Country Auto & Truck Taft	I0067517	615772	35819	357	4310	67900	30.56
78057339	02/17/2022	A00265309Daikin Applied	I0067527	3336638	11000	431	5641	65100	1,135.25
78057340	02/17/2022	A00284648Daniels, Debra	I0067550	013022	11000	101	5720	66004	402.93
78057341	02/17/2022	A00200228Dave's Glass Shop	I0067528	2457	11000	431	6210	65100	1,361.35
78057342	02/17/2022	A00324281De Duclos, MJ Breceda	I0067501	MAR 22	39000	314	5610	64991	763.64
78057343	02/17/2022	A00200243Dick Blick	I0067539	8022811	31000	423	4310	69100	58.70
			I0067545	8014464	31000	423	4310	69100	59.07
78057344	02/17/2022	A00265229DK&M Property	I0067500	MAR 22	39000	314	5610	64991	800.00
			I0067502	MAR. 22	39000	314	5610	64991	1,636.36
78057345	02/17/2022	A00237331Dumbrigue, Joanne Lucille V.	I0067510	JAN 22	12551	353	5710	64600	101.50
78057346	02/17/2022	A00326005Esparza, Joshua J.	S0054269		11000		9526		1,000.00
78057347	02/17/2022	A00200307Farmer Bros. Company	I0067507	90190685	32000	422	4410	69400	313.84
78057348	02/17/2022	A00283264Frontier California Inc.	I0067563	57030207	11000	431	5840	65700	149.22
78057349	02/17/2022	A00283264Frontier California Inc.	I0067564	57340210	11000	431	5840	65700	47.85
78057350	02/17/2022	A00200655Henry Schein, Inc.	I0067549	15745261	12651	205	4311	12042	5,469.66
			I0067556	16230814	12651	205	4311	12042	1,271.09
			I0067557	16316795	12651	205	4311	12042	23.70
78057351	02/17/2022	A00202355Hu-Friedy	I0067484	93452343	12375	205	4311	12042	11,150.83
78057352	02/17/2022	A00224086inContact, Inc.	I0067562	6997399	11000	431	5840	65100	139.72

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

					11000	431	5840	65700	1,130.47	
78057353	02/17/2022	A00210285	Innovative Educators	I0067519	103701	12495	319	5505	61100	1,000.00
78057354	02/17/2022	A00200680	J & L Locksmithing	I0067529	016988	11000	431	4310	65100	22.52
78057355	02/17/2022	A00325895	Linde Gas & Equipment Inc.	I0067522	68757847	12652	205	4311	12042	353.36
						12651	205	4311	12042	353.37
				I0067523	68443757	12652	205	4311	12042	817.59
78057356	02/17/2022	A00227772	MBS Textbook Exchange, Inc.	I0067486	IUS40823	31000	423	5641	69100	17,914.00
78057357	02/17/2022	A00308756	Montgomery Hardware Co.	I0067504	739966	11000	431	4310	65100	347.87
				I0067509	739618	12050	431	6121	65105	2,213.60
78057358	02/17/2022	A00252523	Oak Hall Cap and Gown	I0067499	3210189	31000	423	4310	69100	9,653.63
						31000	423	5940	69100	19.77
78057359	02/17/2022	A00271462	OCLC, Inc.	I0067490	10001947	12477	203	5643	61200	670.13
78057360	02/17/2022	A00200498	Office Depot	I0067489	22250806	12495	319	4310	61100	83.19
				I0067558	22325817	11000	205	4310	12042	29.57
				I0067559	22410190	11000	205	4310	12042	74.65
78057361	02/17/2022	A00200508	P. G. & E.	I0067482	020922	35900	357	5820	69700	23.06
						35900	357	5830	69700	230.64
78057362	02/17/2022	A00324842	Payne, Kenneth E.	I0067503	MAR 22	39000	314	5610	64991	1,875.00
78057363	02/17/2022	A00200518	Pearson Education	I0067496	16843600	31000	423	4110	69100	6,359.22
						31000	423	5940	69100	185.85
				I0067543	17502926	31000	423	4110	69100	1,799.82
						31000	423	5940	69100	52.37
78057364	02/17/2022	A00200521	Pens Etc.	I0067497	475568-0	31000	423	4310	69100	1,543.47
78057365	02/17/2022	A00200522	Pepsi-Cola Company	I0067506	97484807	32000	422	4410	69400	523.81
				I0067541	91995952	32000	422	4410	69400	376.14
78057366	02/17/2022	A00285838	Sammy's Detail	I0067524	945	11000	432	5632	67703	345.00
78057367	02/17/2022	A00202968	San Joaquin Chemicals, Inc.	I0067538	137477	11000	431	5641	65100	1,175.00
78057368	02/17/2022	A00200487	Sierra School Equipment Co.	I0067554	407007	12418	421	6411	71004	32,108.57
78057369	02/17/2022	A00234793	Southwest Signs	I0067495	28590	31000	423	4310	69100	60.00
78057370	02/17/2022	A00200393	Sparkletts	I0067491	012822	12560	223	4310	60103	8.00
78057371	02/17/2022	A00200393	Sparkletts	I0067520	020322	11000	205	5641	12042	81.84
78057372	02/17/2022	A00200417	Sysco Food Service of Ventur	I0067542	27971199	32000	422	4410	69400	4,872.12
						32000	422	4411	69400	1,189.67
						32000	422	4411	69400	525.59
						32000	422	5940	69400	6.02
78057373	02/17/2022	A00200419	T.C. Clearing Account	I0067483	010122	11000	421	5912	67200	4,228.73
78057374	02/17/2022	A00200862	Taft College Bookstore	I0067487	4967	39000	314	4318	64991	37.00
78057375	02/17/2022	A00200862	Taft College Bookstore	I0067544	4562	11000	223	4310	60103	37.00
78057376	02/17/2022	A00200862	Taft College Bookstore	I0067555	2672	11020	110	4310	68900	102.90
78057377	02/17/2022	A00200862	Taft College Bookstore	I0067560	1289	11000	210	4110	49999	44.84
						11000	210	4110	49999	142.37
						11000	210	4110	49999	21.44
						11000	207	4110	49999	17.15
						11000	210	4110	22012	42.89
						11000	205	4110	12042	100.20
						11000	208	4110	49308	17.16
						11000	207	4110	49999	64.34
						11000	210	4110	49999	56.47
						11000	210	4110	49999	30.02
						11000	209	4110	60100	30.02
78057378	02/17/2022	A00200282	True Value Home Center	I0067518	451786	11000	431	6210	65100	103.29

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

					11000	431	4310	65100	40.73		
					11000	431	4310	65100	270.23		
					11000	431	4310	65100	45.84		
78057379	02/17/2022	A00200284U.S. Foods	I0067508	4808483	32000	422	4410	69400	949.96		
					32000	422	4411	69400	53.71		
78057380	02/17/2022	A00243587United Healthcare Insurance	I0067551	MAR 22	11000	412	3350	59100	22,788.78		
78057381	02/17/2022	A00200293United Parcel Service	I0067561	00009697	31000	423	5940	67705	2,246.35		
78057382	02/17/2022	A00200338Verizon Wireless	I0067521	98981659	11000	113	5840	67801	76.02		
					12551	353	6415	64600	38.01		
78057383	02/17/2022	A00200338Verizon Wireless	I0067536	98985104	11000	357	5840	69700	213.79		
78057384	02/17/2022	A00200352Waxie Sanitary Supply	I0067494	80671031	39000	314	4310	64991	692.04		
78057385	02/17/2022	A00200355West Kern Water District	I0067488	020922	35900	357	5810	69700	79.12		
78057386	02/17/2022	A00200355West Kern Water District	I0067565	02/09/22	11000	431	5810	65700	1,233.57		
					39000	314	5810	64991	227.39		
					12433	314	5810	69800	25.27		
78057387	02/17/2022	A00275443WestAir Gases & Equipment In	I0067505	80418289	11000	352	4310	69610	46.52		
					I0067546	80424004	11000	352	4310	69610	46.52
78057388	02/17/2022	A00200360Westec	I0067553	28004	11450	204	5641	09543	17,928.75		
78057389	02/17/2022	A00201081Westside Waste Management Co	I0067525	19775	11000	431	5850	65700	5,903.22		
					39000	314	5850	69800	0.00		
					39000	314	5850	64991	552.09		
					12560	223	5850	09565	121.43		
78057390	02/17/2022	A00063469White, Billy D.	I0067493	013022	11000	101	5720	66004	332.28		
78057391	02/28/2022	A00293918A&B Athletics	I0067591	02152022	11999	421	7412	73900	1,231.23		
78057392	02/28/2022	A00243588AARP Health Care Options	I0067635	MAR 22	11000	412	3350	59100	18,124.09		
78057393	02/28/2022	A00264376American Psychological Assoc	I0067614	SI451741	31000	423	4110	69100	639.80		
					31000	423	5940	69100	61.91		
78057394	02/28/2022	A00200053Apple Computer Inc.	I0067599	AH246903	12720	421	6415	67900	1,395.04		
78057395	02/28/2022	A00202445AT&T Mobility	I0067616	020222	12720	421	7601	73200	362.16		
78057396	02/28/2022	A00200063Austin's Pest Control, Inc.	I0067592	02152022	11999	421	7412	73900	455.00		
					I0067596	FEB 22	11000	431	5860	65100	420.00
					I0067597	FEB. 22	39000	314	5860	64991	100.00
78057397	02/28/2022	A00327844Baker Supplies and Repairs	I0067621	7017	11000	432	6414	65500	27,978.58		
					11000	431	6414	65500	5,242.38		
78057398	02/28/2022	A00200076Bandy, Ingrun K.	I0067609	012722	11000	352	5710	69610	137.00		
78057399	02/28/2022	A00327636Blackthorn.io, Inc.	I0067602	09D21E53	12676	301	5641	64900	14,539.35		
78057400	02/28/2022	A00250001Blake, Paul A.	I0067580	021722	11000	209	4311	09011	230.06		
78057401	02/28/2022	A00323140Blueprint Service Company	I0067625	018944	31000	423	5971	69100	616.00		
78057402	02/28/2022	A00200109Brown & Reich Petroleum, Inc	I0067574	26968	39000	314	5631	64991	52.53		
78057403	02/28/2022	A00200119C.A. Reding Company, Inc.	I0067569	623405	31000	423	5971	69100	4.66		
78057404	02/28/2022	A00257716Capitol Public Finance Group	I0067623	2021-184	11000	401	5510	67200	5,600.00		
78057405	02/28/2022	A00200161CDW-G	I0067581	S026402	12745	421	4310	67900	253.36		
78057406	02/28/2022	A00201051Central Sanitary Supply	I0067578	1226355	33429	310	4411	69250	326.82		
78057407	02/28/2022	A00200758Champion, Diana K.	I0067594	033022	12652	205	5710	12042	197.00		
78057408	02/28/2022	A00230466Classic Charter, Inc.	I0067567	155920	11000	352	5750	69610	2,598.00		
78057409	02/28/2022	A00228756Country Auto & Truck Taft	I0067626	615891	11000	431	4312	65100	172.59		
78057410	02/28/2022	A00200307Farmer Bros. Company	I0067576	90190790	32000	422	4410	69400	292.73		
78057411	02/28/2022	A00284319Fertile Earth Nursery and Ga	I0067632	980	11000	431	4310	65500	101.78		
78057412	02/28/2022	A00200645Hardy Diagnostics	I0067633	2693196	11000	209	4311	04012	549.66		
78057413	02/28/2022	A00327820Janio, Jaroslaw	I0067600	1121	11000	202	5505	60100	250.00		
78057414	02/28/2022	A00200715Kern Electric Distributors	I0067630	588987	35815	357	4310	69700	276.13		

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

78057415	02/28/2022	A00297968Laulu, Mahaila B.	S0054409		11000		9526		1,000.00
78057416	02/28/2022	A00314179Lithographix, Inc.	I0067595	167981	11007	110	5971	68900	26,921.16
78057417	02/28/2022	A00259082Lozano Smith, LLP	I0067598	02222022	11000	110	5430	66003	10,000.00
78057418	02/28/2022	A00289399Milner, Travis D.	I0067619	020422	11000	352	4310	69610	125.94
78057419	02/28/2022	A00327810Minuteman Press	I0067620	74793	11020	110	4310	68900	1,036.49
							11020	68900	3,260.49
78057420	02/28/2022	A00016270Morenovilla, Martin E.	I0067593	01252022	11999	421	7412	73900	184.00
78057421	02/28/2022	A00260080Nature Explore	I0067612	SI19552	31000	423	4110	69100	79.60
							31000	69100	14.93
78057422	02/28/2022	A00200498Office Depot	I0067568	22494780	31000	423	4321	69100	98.43
			I0067583	22670142	11000	302	4310	63100	252.63
			I0067615	22585980	12401	353	4310	64600	1,243.92
			I0067617	22631617	11000	353	6415	64600	131.72
78057423	02/28/2022	A00315956Orkin Pest Control	I0067575	22385271	11000	431	5860	69400	165.00
			I0067624	22592817	11000	431	5860	12042	4,971.00
78057424	02/28/2022	A00200508P. G. & E.	I0067577	021122	11000	431	5830	65700	17,816.74
							39000	64991	2,502.98
							12433	69800	278.11
							33428	69200	1,215.48
							33528	69200	1,215.48
							33588	69200	1,215.49
78057425	02/28/2022	A00200508P. G. & E.	I0067586	031220	39000	314	5830	64991	130.21
78057426	02/28/2022	A00200508P. G. & E.	I0067588	021022	39000	314	5830	64991	40.69
78057427	02/28/2022	A00200457Rotary Club of Taft	I0067607	21-22	11000	110	5210	66003	1,070.00
78057428	02/28/2022	A00285838Sammy's Detail	I0067629	958	11000	432	5632	67703	345.00
78057429	02/28/2022	A00200487Sierra School Equipment Co.	I0067584	407044	12418	421	6411	67900	14,910.52
78057430	02/28/2022	A00303183Southern Computer Warehouse,	I0067570	INV00724	12000	311	6415	64200	719.73
			I0067582	INV00724	11000	213	5840	05063	269.31
78057431	02/28/2022	A00200396Spurr	I0067636	120908	11000	431	5820	65700	8,848.60
							35827	69700	599.96
							33428	69200	119.95
							33528	69200	119.94
							33588	69200	239.90
78057432	02/28/2022	A00200400Stinson's	I0067587	152592-0	11000	421	4318	67704	3,538.18
78057433	02/28/2022	A00211077Strata Information Group	I0067601	41591	12000	319	5641	63200	722.50
78057434	02/28/2022	A00200417Sysco Food Service of Ventur	I0067579	27971199	33429	310	4410	69250	463.06
			I0067604	27972132	32000	422	4410	69400	6,730.60
							32000	69400	1,300.57
							32000	69400	679.96
							32000	69400	12.07
			I0067622	27970514	33429	310	4411	69250	372.52
78057435	02/28/2022	A00319064T-Mobile USA Inc.	I0067573	02/13/22	11000	431	5840	65100	48.37
78057436	02/28/2022	A00200862Taft College Bookstore	I0067603	2628.	11000	302	4110	63100	3,971.02
78057437	02/28/2022	A00200862Taft College Bookstore	I0067606	3323	12551	353	4310	64600	34.31
78057438	02/28/2022	A00200862Taft College Bookstore	I0067611	02242022	31000	423	5912	69100	1,891.73
78057439	02/28/2022	A00277748Taylor and Francis Group LLC	I0067634	TL-23546	31000	423	4110	69100	1,632.00
							31000	69100	37.49
78057440	02/28/2022	A00200282True Value Home Center	I0067610	451080	11000	431	4310	65100	57.90
			I0067618	452163	11000	431	4310	65500	45.35
			I0067628	451951	11000	431	4310	65100	98.87
							11000	69610	204.14

Taft College Check Register Report

01-February-22 through 28-February-22

FY 21-22

					11000	431	4310	69200	15.00	
			I0067631	452462	11000	431	4310	65300	5.09	
78057441	02/28/2022	A00200284	U.S. Foods	I0067572	4515729	32000	422	4410	69400	4,038.17
				I0067589	4808485	33429	310	4411	69250	346.98
				I0067590	4808484	33429	310	4410	69200	611.08
78057442	02/28/2022	A00232538	Ward's Natural Science	I0067571	88075465	12720	421	6412	67900	3,471.37
78057443	02/28/2022	A00275443	WestAir Gases & Equipment In	I0067627	80418290	31000	423	4321	69100	32.26
78057444	02/28/2022	A00308239	WEX Inc.	I0067608	78283147	11000	352	4316	69610	134.37
						11000	432	4316	67703	10.00
78057445	02/28/2022	A00271281	WKCCD-Taft College Grant Cle	I0067585	021722	11000	000	7211	00000	1,577.51
78057446	02/28/2022	A00293937	Woodbine House, Inc.	I0067613	627370	31000	423	4110	69100	445.55
						31000	423	5940	69100	54.96
78057447	02/28/2022	A00200388	Zee Medical Service Co.	I0067605	34-20976	32000	422	4310	69400	174.05
										=====
								BANK TOTAL		2,066,958.50

Taft College Purchase Order Activity Report

1-February-2022 through 28-February-2022

FY 21-22

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A	
		NUMBER	NAME	NUMBER	DATE					AMOUNT
ABAUER	02/07/2022	A00200379	WKCCD#2	Revolving Fund	P0058310	02/07/2022	02/07/2022		\$23.14	
					P0058311	02/07/2022	02/07/2022		\$907.76	
	02/10/2022	A00320625	BMTX	P0058335	02/09/2022	02/09/2022		\$189.37		
				A00200360	Westec	P0058338	02/10/2022	02/10/2022		\$7,891.77
	02/18/2022	A00200487	Sierra School Equipment Co.	P0058356	02/14/2022	02/14/2022		\$31,354.22		
	02/22/2022	A00271281	WKCCD-Taft College Grant Cle	P0058387	02/17/2022	02/17/2022		\$1,577.51		
	02/23/2022	A00271281	WKCCD-Taft College Grant Cle	P0058399	02/23/2022	02/23/2022		\$321.75		
				A00200862	Taft College Bookstore	P0058400	02/23/2022	02/23/2022		\$256,347.75
TOTAL USER									\$298,613.27	
AOMEGA	02/11/2022	A00325895	Linde Gas & Equipment Inc.	P0058328	02/09/2022	02/09/2022		\$708.43		
	02/16/2022	A00200758	Champion, Diana K.	P0058353	02/14/2022	02/14/2022		\$197.00		
	02/25/2022	A00200498	Office Depot	P0058418	02/25/2022	02/25/2022		\$28.23		
				A00200655	Henry Schein, Inc.	P0058417	02/25/2022	02/25/2022		\$50.75
	02/28/2022	A00200655	Henry Schein, Inc.	P0058425	02/28/2022	02/28/2022		\$249.57		
	A00325895	Linde Gas & Equipment Inc.	P0058426	02/28/2022	02/28/2022		\$1,059.63			
TOTAL USER									\$2,293.61	
ASALAZAR	02/10/2022	A00200498	Office Depot	P0058322	02/08/2022	02/08/2022		\$252.64		
TOTAL USER									\$252.64	
AWHITE	02/02/2022	A00200498	Office Depot	P0058272	01/31/2022	02/04/2022		\$1,247.78		
	02/10/2022	A00200426	Taft College Cafeteria	P0058323	02/08/2022	04/26/2022		\$275.50		
	02/15/2022	A00200498	Office Depot	P0058273	02/01/2022	02/07/2022		\$131.73		
TOTAL USER									\$1,655.01	
BCRAMER	02/16/2022	A00266450	USBank	P0058373	02/16/2022	02/16/2022		\$9,621.56		
	02/22/2022	A00223048	AMS.NET	P0058378	02/16/2022	02/16/2022		\$10,000.00		
	02/24/2022	A00200161	CDW-G	P0058394	02/22/2022	02/22/2022		\$1,988.42		
TOTAL USER									\$21,609.98	
DDURAN	02/01/2022	A00200862	Taft College Bookstore	P0058255	01/26/2022	01/26/2022		\$37.01		
				A00256989	Urioste, Paige Nichole.	P0058269	01/31/2022	01/31/2022		\$160.00
				A00327706	Modern Campus	P0058250	01/26/2022	01/26/2022		\$70,000.00
	02/07/2022	A00200862	Taft College Bookstore	P0058304	02/03/2022	02/03/2022		\$1,208.12		
				A00288933	Thermo Fisher Scientific, In	P0058267	01/31/2022	01/31/2022		\$99.72
	02/09/2022	A00200053	Apple Computer Inc.	P0058313	02/07/2022	02/07/2022		\$1,395.32		
	02/10/2022	A00200161	CDW-G	P0058333	02/09/2022	02/09/2022		\$253.36		
				A00200498	Office Depot	P0058334	02/09/2022	02/09/2022		\$49.52
		A00232538	Ward's Natural Science	P0058325	02/09/2022	02/09/2022		\$3,471.37		
		A00250001	Blake, Paul Anderson.	P0058327	02/09/2022	02/09/2022		\$239.17		
02/16/2022	A00200862	Taft College Bookstore	P0058371	02/16/2022	02/16/2022		\$642.51			

Taft College Purchase Order Activity Report

1-February-2022 through 28-February-2022

FY 21-22

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200498	Office Depot	P0058357	02/15/2022	02/15/2022				\$49.84
				P0058367	02/16/2022	02/16/2022				\$73.68
		A00201045	Golling, Greg P.	P0058370	02/16/2022	02/16/2022				\$51.63
		A00262851	Lytle, Steve	P0058361	02/15/2022	02/15/2022				\$24.57
	02/17/2022	A00200862	Taft College Bookstore	P0058365	02/15/2022	02/15/2022				\$566.90
	02/18/2022	A00200076	Bandy, Ingrun K.	P0058317	02/08/2022	02/08/2022				\$300.00
		A00325056	Rossi, Mallori	P0058316	02/08/2022	02/08/2022				\$746.00
		A00200076	Bandy, Ingrun K.	P0058358	02/15/2022	02/15/2022				\$137.00
		A00327810	Minuteman Press	P0058374	02/16/2022	02/16/2022				\$4,296.98
	02/22/2022	A00262851	Lytle, Steve	P0058390	02/22/2022	02/22/2022				\$21.56
		A00200161	CDW-G	P0058369	02/16/2022	02/16/2022				\$73.26
	02/23/2022	A00288933	Thermo Fisher Scientific, In	P0058404	02/23/2022	02/23/2022				\$74.26

							TOTAL USER			\$83,971.78
DRIOS	02/01/2022	A00280588	Tarango, Rosa Elva.	P0058245	01/25/2022	01/25/2022				\$50.00
		A00200282	True Value Home Center	P0058265	01/28/2022	01/28/2022				\$700.00
		A00200862	Taft College Bookstore	P0058262	01/27/2022	01/27/2022				\$37.00
	02/14/2022	A00200364	Westside Furniture	P0058355	02/14/2022	02/14/2022				\$2,400.00
	02/23/2022	A00200508	P. G. & E.	P0058386	02/17/2022	02/17/2022				\$130.21

							TOTAL USER			\$3,317.21
DVOHNOUT	02/10/2022	A00002482	May, James Patrick.	P0058339	02/10/2022	02/10/2022				\$30.00
				P0058340	02/10/2022	02/10/2022				\$80.00
		A00327543	Rashvand, Armin	P0058336	02/10/2022	02/10/2022				\$85.68
	02/14/2022	A00200161	CDW-G	P0058351	02/14/2022	02/14/2022				\$149.08
	02/15/2022	A00200498	Office Depot	P0058352	02/14/2022	02/14/2022				\$50.58
	02/16/2022	A00327820	Janio, Jaroslaw	P0058377	02/16/2022	02/16/2022				\$250.00

							TOTAL USER			\$645.34
GDUNHAM	02/02/2022	A00200426	Taft College Cafeteria	P0058266	01/31/2022	01/31/2022				\$13.69
	02/14/2022	A00200284	U.S. Foods	P0058349	02/14/2022	02/15/2022				\$21,608.75

							TOTAL USER			\$21,622.44
HCASH	02/10/2022	A00303183	Southern Computer Warehouse,	P0058318	02/08/2022	03/11/2022				\$572.74

							TOTAL USER			\$572.74
JEDMAISTON	02/10/2022	A00303183	Southern Computer Warehouse,	P0058274	02/01/2022	02/01/2022				\$1,275.14
	02/18/2022	A00289399	Milner, Travis D.	P0058307	02/04/2022	02/04/2022				\$125.94
	02/23/2022	A00323726	Central Valley Umpires Assn.	P0058407	02/23/2022	02/23/2022				\$7,750.00

							TOTAL USER			\$9,151.08
JMADDING	02/01/2022	A00313072	Colombo Construction Co., In	P0058253	01/26/2022	01/26/2022				\$124,334.86

Taft College Purchase Order Activity Report

1-February-2022 through 28-February-2022

FY 21-22

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
				P0058254	01/26/2022	01/26/2022				\$800,027.31
	02/02/2022	A00200487	Sierra School Equipment Co.	P0058248	01/26/2022	01/26/2022				\$23,000.00
	02/07/2022	A00200043	American Express	P0058282	02/02/2022	02/02/2022				\$16,289.43
		A00200487	Sierra School Equipment Co.	P0058297	02/03/2022	02/03/2022				\$13,638.99
		A00200457	Rotary Club of Taft	P0058280	02/02/2022	02/02/2022				\$1,070.00
		A00319544	FFP Fund V Lesseel, LLC	P0058289	02/02/2022	02/02/2022				\$11,443.43
	02/10/2022	A00200487	Sierra School Equipment Co.	P0058312	02/07/2022	02/07/2022				\$1,068.86
	02/22/2022	A00257716	Capitol Public Finance Group	P0058384	02/17/2022	02/17/2022				\$5,600.00
	02/28/2022	A00200308	Federal Express Corporation	P0058422	02/28/2022	02/28/2022				\$35.97

							TOTAL USER			\$996,508.85
JROTHGEB	02/03/2022	A00200282	True Value Home Center	P0058276	02/02/2022	02/02/2022				\$51.37
		A00200064	B & B Surplus	P0058301	02/03/2022	02/03/2022				\$367.87
				P0058303	02/03/2022	02/03/2022				\$323.14
		A00200862	Taft College Bookstore	P0058291	02/02/2022	02/02/2022				\$911.51
		A00202041	Fresno Oxygen	P0058278	02/02/2022	02/02/2022				\$187.17
				P0058299	02/03/2022	02/03/2022				\$691.29
				P0058300	02/03/2022	02/03/2022				\$684.53
				P0058302	02/03/2022	02/03/2022				\$428.14
	02/16/2022	A00200862	Taft College Bookstore	P0058363	02/15/2022	02/15/2022				\$37.01
	02/17/2022	A00200282	True Value Home Center	P0058379	02/16/2022	02/16/2022				\$2.13

							TOTAL USER			\$3,684.16
KSTEARMAN	02/07/2022	A00200832	Taft College Foundation	P0058283	02/02/2022	02/02/2022				\$70.29
		A00218940	Roaring Spring Paper Product	P0058285	02/02/2022	02/02/2022				\$6,500.00
		A00258705	El Dorado Trading Group	P0058288	02/02/2022	02/02/2022				\$8,000.00
		A00258702	Martinson, Larry	P0058281	02/02/2022	02/02/2022				\$7,500.00
				P0058284	02/02/2022	02/02/2022				\$19,000.00
	02/10/2022	A00200428	Taft District Chamber of Com	P0058330	02/09/2022	02/09/2022				\$125.00
		A00227772	MBS Textbook Exchange, Inc.	P0058331	02/09/2022	02/09/2022				\$1,454.31
	02/23/2022	A00227772	MBS Textbook Exchange, Inc.	P0058409	02/23/2022	02/23/2022				\$11,000.00
		A00253920	Mancomm, Inc.	P0058408	02/23/2022	02/23/2022				\$974.79
	02/24/2022	A00260080	Nature Explore	P0058402	02/23/2022	02/23/2022				\$94.53
		A00264376	American Psychological Assoc	P0058406	02/23/2022	02/23/2022				\$701.71

							TOTAL USER			\$55,420.63
MBLANCO	02/02/2022	A00327636	Blackthorn.io, Inc.	P0058268	01/31/2022	01/31/2022				\$14,539.35
		A00038728	Perea, Margot Ruiz.	P0058277	02/02/2022	02/02/2022				\$85.00
		A00309914	Espinoza, Nancy	P0058275	02/02/2022	02/02/2022				\$85.00
	02/16/2022	A00200862	Taft College Bookstore	P0058376	02/16/2022	02/16/2022				\$3,971.02
	02/18/2022	A00200481	Sehi Computer Products	P0058342	02/10/2022	02/10/2022				\$1,329.00
		A00211077	Strata Information Group	P0058375	02/16/2022	02/16/2022				\$722.50

Taft College Purchase Order Activity Report

1-February-2022 through 28-February-2022

FY 21-22

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
	02/22/2022	A00320305	CommonLook	P0058395	02/22/2022	02/22/2022			\$5,400.00
						TOTAL USER			\$26,131.87
MMATTHEWS	02/03/2022	A00200498	Office Depot	P0058172	01/11/2022	01/12/2022			\$201.91
	02/17/2022	A00200655	Henry Schein, Inc.	P0058354	02/14/2022	02/18/2022			\$2,027.28
				P0058198	01/14/2022	01/18/2022			\$5,493.38
						TOTAL USER			\$7,722.57
MSILVEIRA	02/02/2022	A00327617	USA Shade & Fabric Structure	P0058263	01/27/2022	01/27/2022			\$23,000.00
	02/03/2022	A00200240	Dept. of Social Services	P0058286	02/02/2022	02/02/2022			\$519.09
				P0058287	02/02/2022	02/02/2022			\$1,210.00
	02/18/2022	A00200282	True Value Home Center	P0058329	02/09/2022	02/09/2022			\$214.50
	02/23/2022	A00200417	Sysco Food Service of Ventur	P0058388	02/22/2022	02/22/2022			\$3,000.00
						TOTAL USER			\$27,943.59
MTOFTE	02/03/2022	A00271462	OCLC, Inc.	P0058279	02/02/2022	02/02/2022			\$670.13
	02/17/2022	A00200498	Office Depot	P0058380	02/17/2022	02/17/2022			\$147.98
	02/24/2022	A00200481	Sehi Computer Products	P0058414	02/24/2022	02/24/2022			\$1,329.37
						TOTAL USER			\$2,147.48
MWHITE	02/01/2022	A00327500	Elite Painting & Wallcoverin	P0058259	01/27/2022	01/27/2022			\$98,650.00
	02/02/2022	A00308504	Wright Express FSC	P0058231	01/24/2022	01/24/2022			\$442.83
	02/07/2022	A00288637	Otis Elevator Company	P0058298	02/03/2022	02/03/2022			\$1,000.00
		A00308756	Montgomery Hardware Co.	P0058296	02/03/2022	02/03/2022			\$340.87
	02/09/2022	A00200282	True Value Home Center	P0058319	02/08/2022	02/08/2022			\$460.09
		A00264649	Convergint Technologies, LLC	P0058320	02/08/2022	02/08/2022			\$1,000.00
	02/10/2022	A00228756	Country Auto & Truck Taft	P0058321	02/08/2022	02/08/2022			\$30.56
		A00200680	J & L Locksmithing	P0058341	02/10/2022	02/10/2022			\$22.52
		A00202334	Linder Backflow Service	P0058343	02/10/2022	02/10/2022			\$700.00
	02/16/2022	A00200481	Sehi Computer Products	P0058372	02/16/2022	02/16/2022			\$3,987.01
	02/18/2022	A00308239	WEX Inc.	P0058345	02/11/2022	02/11/2022			\$154.37
		A00327844	Baker Supplies and Repairs	P0058344	02/11/2022	02/11/2022			\$33,220.96
	02/22/2022	A00200282	True Value Home Center	P0058346	02/11/2022	02/11/2022			\$84.70
				P0058366	02/16/2022	02/16/2022			\$45.35
				P0058382	02/17/2022	02/17/2022			\$318.01
		A00201122	Home Depot Credit Services	P0058362	02/15/2022	02/15/2022			\$1,500.00
		A00202335	Fastenal Industrial & Constr	P0058350	02/14/2022	02/14/2022			\$270.27
		A00228756	Country Auto & Truck Taft	P0058383	02/17/2022	02/17/2022			\$172.59
		A00200423	Taft City School District	P0058364	02/15/2022	02/15/2022			\$500.00
	02/28/2022	A00200017	A.P.I. Plumbing	P0058421	02/28/2022	02/28/2022			\$70.79
		A00200282	True Value Home Center	P0058420	02/28/2022	02/28/2022			\$30.51
		A00288637	Otis Elevator Company	P0058423	02/28/2022	02/28/2022			\$2,404.17

Taft College Purchase Order Activity Report

1-February-2022 through 28-February-2022

FY 21-22

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
							TOTAL USER			\$145,405.60
NFIGUEROA	02/22/2022	A00200063	Austin's Pest Control, Inc.	P0058359	02/15/2022	02/15/2022				\$455.00
		A00293918	A&B Athletics	P0058360	02/15/2022	02/15/2022				\$1,231.23
	02/23/2022	A00312691	TC State Financial Aid Clear	P0058403	02/23/2022	02/23/2022				\$2,571.71
	02/28/2022	A00288619	Brixey, Gabrielle Elaine.	P0058416	02/24/2022	02/24/2022				\$116.00
							TOTAL USER			\$4,373.94
OWISE	02/10/2022	A00289279	ACTLA	P0058324	02/09/2022	02/09/2022				\$800.00
	02/22/2022	A00200862	Taft College Bookstore	P0058294	02/03/2022	02/03/2022				\$109.44
		A00273618	Redrock Software Corp.	P0058391	02/22/2022	02/22/2022				\$2,099.00
	02/23/2022	A00273618	Redrock Software Corp.	P0058398	02/23/2022	02/23/2022				\$5,485.00
							TOTAL USER			\$8,493.44
SCRISS	02/03/2022	A00063469	White, Billy D.	P0058290	02/02/2022	02/02/2022				\$342.23
		A00200428	Taft District Chamber of Com	P0058292	02/02/2022	02/02/2022				\$500.00
	02/16/2022	A00284648	Daniels, Debra	P0058309	02/07/2022	02/07/2022				\$402.93
	02/18/2022	A00200457	Rotary Club of Taft	P0058293	02/02/2022	02/02/2022				\$1,070.00
							TOTAL USER			\$2,315.16
TROWDEN	02/07/2022	A00320403	Arcpoint Labs of Bakersfield	P0058306	02/03/2022	02/03/2022				\$15,000.00
	02/09/2022	A00234666	Sigma-Aldrich, Inc.	P0058314	02/07/2022	02/07/2022				\$850.10
		A00320652	Thomas Scientific,LLC	P0058315	02/07/2022	02/07/2022				\$562.95
	02/17/2022	A00200433	Vibul Tangraphaphorn, M.D.	P0058385	02/17/2022	02/17/2022				\$100.00
	02/22/2022	A00200423	Taft City School District	P0058381	02/17/2022	02/17/2022				\$511.99
	02/28/2022	A00327115	ABC Occupational Medical Cen	P0058427	02/28/2022	02/28/2022				\$10,000.00
							TOTAL USER			\$27,025.04

West Kern Community College District
Board of Trustees Meeting
April 13, 2022

Agenda Item 12.
B. Classified Employment

1. Classified

Item	Name	Assignment	Range/ Step	FTE	Rate	Effective Date
a.	Azbill, Crystal	Direct Support Aide	1C	47.5%	\$15.99	3/21/2022
b.	Barnhart, Amy	CDC Substitute Cook (Pool)	9A	A/N	\$17.57	3/28/2022
c.	Cano, Ilse	Programmer II	40A	100.0%	\$35.87	3/15/2022
d.	Guerrero, Monica	Substitute EOPS Technician	21A	100.0%	\$22.43	4/4/2022
e.	Lopez, Andrea	Substitute Direct Support Coordinator	9A	A/N	\$17.57	3/14/2022
f.	Wright, Rossa	Substitute- Associate Teacher Pool	5A	A/N	\$16.56	3/21/2022

2. Confidential

Item	Name	Assignment	Range/ Step	FTE	Rate	Effective Date
a.	Young, Brandy	Executive Assistant, Institutional Effectiveness	10/6	100.0%	\$82,890.00	7/1/2022

management

Item	Name	Assignment	Range/ Step	FTE	Rate	Effective Date
a.	Bell, Damon	Vice President, Student Services	27/5	100.0%	\$182,678.00	7/1/2022

C. Terminations

Item	Name	Position	Range/ Step	FTE	Stipend/ Salary	Effective Date
a.	Anguiano, Martina	Associate Teacher	--	--	--	3/16/2022
a.	Bauer, Amanda	Academic Advisor	--	--	--	4/8/2022
b.	Bishop, Marianne	Director of Distance Education	--	--	--	6/30/2022
c.	Jones, Christopher	Plant Operations Technician	--	--	--	9/1/2022
d.	Johns, Cynthia	Lead Cook	--	--	--	4/1/2022
e.	Thompson, Tony	Academic Advisor	--	--	--	8/31/2022
f.	Wilkerson, Amanda	TIL Life Skills Aide	--	--	--	3/15/2022

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2021-2022
 FOR THE MONTH ENDING FEBRUARY 28, 2022**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	22,304,618	22,370,570	15,785,834	0	6,584,736
8800	Local Revenues	8,864,888	8,864,888	4,762,267	0	4,102,621
Summary		31,169,506	31,235,458	20,548,101	0	10,687,357

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2021-2022
 For the Month Ending February 28, 2022**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	10,102,363	10,075,363	5,927,362	0	4,148,001
2000	Classified & Other Nonacademic Sala	6,041,949	6,041,949	3,660,967	0	2,380,982
3000	Employee Benefits	9,142,284	9,208,236	4,837,636	135,727	4,234,874
4000	Supplies and Materials	489,344	487,634	156,653	46,802	284,178
5000	Other Operating Expenses & Services	4,485,842	4,549,924	2,008,044	1,325,534	1,216,346
6000	Capital Outlay	172,623	183,475	71,341	13,001	99,133
7000	Other Outgo	394,282	348,026	34,293	43,380	270,353
7200	Transfers	340,818	5,340,818	5,121,579	8,800	210,438
		31,169,506	36,235,425	21,817,875	1,573,245	12,844,304

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of February 2022**

Check Number	Check Date	Vendor Name	Description	Net Amount
78057078	02/01/2022	AARP Health Care Options	2021-22 AARP Retiree Supplemental Health Insurance	18,320.32
78057079	02/01/2022	Abtech Systems, Inc.	Replacement Servers	23,804.97
78057103	02/01/2022	Jitterbit, Inc.	CRM contract Year 1- implementation	18,750.00
78057127	02/01/2022	United Healthcare Insurance Company	2021-22 Retiree Supplemental RX Insurance	21,217.14
78057181	02/03/2022	Blackhawk Network, Inc.	EOPS Gas Cards for students plus shipping	20,023.00
78057189	02/03/2022	Colombo Construction Co., Inc.	Colombo - Pay App 22	124,334.86
78057189	02/03/2022	Colombo Construction Co., Inc.	Colombo - Pay App 23	800,027.31
78057194	02/03/2022	Flooring America By Casa Moore	Carpet Vet Center/SRBN	11,432.60
78057207	02/03/2022	P. G. & E.	PGE - District - 21-22	24,653.31
78057225	02/03/2022	West Kern Adult Education Network JPA	2021-22 AEBG Pass-through to WKEAN	72,197.00
78057226	02/03/2022	Westec	Westec - 2021-22 Open PO	35,857.50
78057229	02/14/2022	Abtech	Servers for SARs and Laserfiche	27,270.67
78057232	02/14/2022	American Express	AMEX - January Expenditures	16,289.43
78057234	02/14/2022	BarkleyREI, LLC	Web Redesign	29,706.25
78057239	02/14/2022	C & P Sanitary Supply, INC	Custodial Supplies - COVID	13,595.01
78057244	02/14/2022	FFP Fund V Lessee1, LLC	ForeFront Power - January	11,443.43
78057250	02/14/2022	Larry Martinson	Supplies	16,195.00
78057261	02/14/2022	Salesforce.org, Inc	CRM contract Year 1	33,210.00
78057264	02/14/2022	Sierra School Equipment Co.	Sierra Schools - VRC and Food Pantry	63,561.25
78057264	02/14/2022	Sierra School Equipment Co.	CareFit Slim LCD Mobile Cart with Drawer	15,552.34
78057264	02/14/2022	Sierra School Equipment Co.	Sierra Schools - Bookstore Changing Room	13,638.99
78057351	02/17/2022	Hu-Friedy	Cavitrons	11,150.83
78057356	02/17/2022	MBS Textbook Exchange, Inc.	Contracts	17,914.00
78057368	02/17/2022	Sierra School Equipment Co.	gym classroom furnishings	32,108.57
78057380	02/17/2022	United Healthcare Insurance Company	2021-22 Retiree Supplemental RX Insurance	22,788.78
78057388	02/17/2022	Westec	Westec - 2021-22 Open PO	17,928.75
78057392	02/28/2022	AARP Health Care Options	2021-22 AARP Retiree Supplemental Health Insurance	18,124.09
78057397	02/28/2022	Baker Supplies and Repairs	Grasshopper Model 900D Lawn Mower	33,220.96
78057399	02/28/2022	Blackthorn.io, Inc.	CRM Implementation - Year 1	14,539.35
78057416	02/28/2022	Lithographix, Inc.	Community Report	26,921.16
78057417	02/28/2022	Lozano Smith, LLP	Open Retainer 2021-22	10,000.00
78057424	02/28/2022	P. G. & E.	PGE - District - 21-22	24,244.28
78057429	02/28/2022	Sierra School Equipment Co.	FM&O Furniture Replacement	14,910.52
				1,654,931.67

ASO Balance Sheet

As of February 28, 2022

Feb 28, 22

ASSETS

Current Assets

Checking/Savings

ASO Safe1 197,850.88

ASO Safe1 - Savings 143.86

Total Checking/Savings 197,994.74

Total Current Assets 197,994.74

TOTAL ASSETS 197,994.74

Restricted Funds

Anime and Above 1,692.00

Art Club 834.00

ASO Athletics 40,779.19

ASO General - Operating 87,897.40

ASSE 385.43

Baseball Club 4,348.13

Best Buddies 4,413.37

Cougar Echo 773.50

D.H. Class of 2022 1,030.46

D.H. CLUB GENERAL 3,138.52

ECE 3,318.99

Golf Club Mens 1,365.00

Golf Club Womens 1,121.25

Intersivity Club 1,671.82

Literary Club 1,831.53

NSLS Club 3,905.15

On Our Own 0.00

Performing Arts 2,402.62

Phi Theta Kappa 0.00

Roleplaying Game Club 745.42

Soccer Club - Mens 2,393.34

Soccer Club - Womens 2,365.73

Social Science/ Research 3,239.31

Softball Club 3,328.87

Spectrum 1,482.45

STEM 3,855.40

TC Cares 609.00

TIL Reunion 1,461.73

Uniform Replacement 10,892.75

Veterans Club 1,639.91

Women's Athletic Club 3,590.06

Women's Basketball Club 1,482.41

Total Restricted Funds 197,994.74

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Feb 03, 2022 10:12:45AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 567643

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 \$717.94

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$717.94	\$717.94

TOTAL DEPOSIT: \$717.94

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$717.94 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #220097

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: 02/03/2022 To 02/03/2022
Transaction Number from: 220097 To 220097
Date entered from: 00/00/0000 To 99/99/9999

J30277 DC0100 L.00.01 02/03/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
220097	02/03/2022	02/03/2022	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	717.94
				TOTAL AMOUNT	717.94
				DISTRICT TOTAL	717.94
				GRAND TOTAL	717.94

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Feb 03, 2022 10:14:23AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 567644

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$5,495.79

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$5,495.79	\$5,495.79

TOTAL DEPOSIT: \$5,495.79

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$5,495.79 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #220098

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: 02/03/2022 To 02/03/2022
Transaction Number from: 220098 To 220098
Date entered from: 00/00/0000 To 99/99/9999

J30278 DC0100 L.00.01 02/03/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
220098	02/03/2022	02/03/2022	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	5,495.79
				TOTAL AMOUNT	5,495.79
				DISTRICT TOTAL	5,495.79
				GRAND TOTAL	5,495.79

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Feb 03, 2022 10:15:59AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 567645

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 **\$55,579.85**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$54,710.60	\$54,710.60
CAFETERIA	84699	0886	5490	\$869.25	\$869.25

TOTAL DEPOSIT: **\$55,579.85**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$55,579.85 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #220099

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: 02/03/2022 To 02/03/2022
 Transaction Number from: 220099 To 220099
 Date entered from: 00/00/0000 To 99/99/9999

J30280 DC0100 I.00.01 02/03/22 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
220099	02/03/2022	02/03/2022	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENT		11000-412-8876-67300	76.60
2.	78	HEERF III		11000-421-8199-00000	15,384.00
3.	78	WEST KERN OPEB		11000-412-5990-73900	39,250.00
4.	78	CAFETERIA SALES		32000-422-8841-69400	869.25
TOTAL AMOUNT					55,579.85
DISTRICT TOTAL					55,579.85
GRAND TOTAL					55,579.85

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Feb 10, 2022 10:15:55AM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
568176

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 \$796.49

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$796.49	\$796.49

TOTAL DEPOSIT: \$796.49

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$796.49 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #220100

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: 02/10/2022 To 02/10/2022
Transaction Number from: 220100 To 220100
Date entered from: 00/00/0000 To 99/99/9999

J34110 DC0100 L.00.01 02/10/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
220100	02/10/2022	02/10/2022	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	796.49
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	796.49
				DISTRICT TOTAL	796.49
				GRAND TOTAL	796.49

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Feb 10, 2022 10:17:03AM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
568177

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 \$18,810.76

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$18,810.76	\$18,810.76

TOTAL DEPOSIT: \$18,810.76

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$18,810.76 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #220101

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: 02/10/2022 To 02/10/2022
Transaction Number from: 220101 To 220101
Date entered from: 00/00/0000 To 99/99/9999

J34111 DC0100 L.00.01 02/10/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
220101	02/10/2022	02/10/2022	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	18,810.76
				TOTAL AMOUNT	18,810.76
				DISTRICT TOTAL	18,810.76
				GRAND TOTAL	18,810.76

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Feb 10, 2022 10:19:29AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 568178

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$464,011.26

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$1,579.38	\$1,579.38
RESTRICTED FUND	84097	0886	5490	\$234,144.36	\$234,144.36
CHILD DEVELOPMENT	84496	0886	5490	\$46,544.00	\$46,544.00
TIL	84697	0886	5490	\$181,230.52	\$181,230.52
CAFETERIA	84699	0886	5490	\$513.00	\$513.00

TOTAL DEPOSIT: \$464,011.26

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$464,011.26 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #220102

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: 02/10/2022 To 02/10/2022
Transaction Number from: 220102 To 220102
Date entered from: 00/00/0000 To 99/99/9999

J34112 DC0100 L.00.01 02/10/22 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
220102	02/10/2022	02/10/2022	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	999.38
2.	78	TRANSCRIPT FEES		11000-000-8879-00000	580.00
3.	78	DH CLINIC REVENUE		12650-205-8892-12042	620.00
4.	78	HEERF II		12720-421-8199-00000	26,637.28
5.	78	HEERF III		12418-421-8199-00000	206,887.08
6.	78	CAFETERIA SALES		32000-422-8841-69400	513.00
7.	78	CC STATE PRESCHOOL		33528-310-8621-69200	27,944.00
8.	78	CC EARLY HEAD START		33700-310-8892-69200	18,600.00
9.	78	TIL REGIONAL CENTERS		39000-314-8699-64991	181,230.52
				TOTAL AMOUNT	464,011.26
				DISTRICT TOTAL	464,011.26
				GRAND TOTAL	464,011.26

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Amanda Bauer
 SUBMIT DATE
 Feb 17, 2022 03:29:45PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 568774

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 \$47,104.88

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
Student Receipts	84098	0886	5490	\$47,104.88	\$47,104.88

TOTAL DEPOSIT: \$47,104.88

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$47,104.88 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: Deposit # 220103**

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

DEPOSIT TRANSACTIONS

Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 220103 To 220103
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
220103	02/17/2022	02/17/2022	WKCCD Deposit			
1.	78	Student Receipts		11000-000-9161-00000		
				ENTERED BY: AMB		
				UNAPPROVED	47,104.88	N
				TOTAL AMOUNT	47,104.88	*
				DISTRICT TOTAL	47,104.88	**
				GRAND TOTAL	47,104.88	***

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Amanda Bauer
SUBMIT DATE
Feb 17, 2022 03:45:44PM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
568776

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 \$874.57

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
Bookstore	84698	0886	5490	\$874.57	\$874.57

TOTAL DEPOSIT: \$874.57

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$874.57 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: Deposit # 220104

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

DEPOSIT TRANSACTIONS

Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 220104 To 220104
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
220104	02/17/2022	02/17/2022	WKCCD Deposit			
1.	78	Bookstore Sales		31000-423-8841-69100		
					874.57	N
					874.57	*
					874.57	**
					874.57	***

ENTERED BY: AMB UNAPPROVED

TOTAL AMOUNT

DISTRICT TOTAL

GRAND TOTAL

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Amanda Bauer
 SUBMIT DATE
 Feb 17, 2022 03:58:28PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 568778

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 \$11,949.49

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
General Fund	84096	0886	5490	\$1,250.00	\$1,250.00
Restricted Fund	84097	0886	5490	\$8,577.40	\$8,577.40
TIL	84697	0886	5490	\$1,549.08	\$1,549.08
Cafeteria	84699	0886	5490	\$573.01	\$573.01

TOTAL DEPOSIT: \$11,949.49

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$11,949.49 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: Deposit # 220105

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

DEPOSIT TRANSACTIONS

Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 220105 To 220105
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
220105	02/17/2022	02/17/2022	WKCCD Deposit			
				ENTERED BY: AMB		UNAPPROVED
1.	78	West Kern OPEB		11000-412-5990-73900	1,250.00	N
2.	78	Foundation Salary		12000-114-8892-70999	8,577.40	N
3.	78	Cafeteria Sales		32000-422-8841-69400	573.01	N
4.	78	TIL Regional Centers		39000-314-8699-64991	1,549.08	N
				TOTAL AMOUNT	11,949.49	*
				DISTRICT TOTAL	11,949.49	**
				GRAND TOTAL	11,949.49	***

WEST KERN COMMUNITY COLLEGE DISTRICT

Travel Period: 2/1/22 - 2/28/22

Employee	Event/Purpose	Location	Travel Start Date	Travel End Date	Estimated Cost
Rossi, Mallori	Recruiting	Las Vegas, NV	2/18/2022	2/20/2022	\$ 1,096.00
Rashvand, Armin	Steering Committee Meeting	Porterville, CA	2/11/2022	2/11/2022	\$ 85.68