

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR SPECIAL MEETING

January 28, 2025

Cougar Room
(Access Through the Library Entrance)
29 Cougar Court
Taft, California 93268

5:00 p.m.

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 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. Oral 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. Oral presentations will be limited to a maximum of five (5) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.

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

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

1. CALL TO ORDER
2. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
3. NEW BUSINESS
 - A. Request for Approval – Diligent Community Governance System Amendment; \$4,000.00 Annually; Effective February 1, 2025
4. PUBLIC COMMENT ON CLOSED SESSION ITEMS
5. ADJOURN TO CLOSED SESSION
 - A. Public Employee Performance Evaluations, Government Code Section 54957
 - B. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - C. 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
 - D. Public Employee Appointment/Employment, Government Code Section 54957
Title: Interim Superintendent/President
Title: Superintendent/President
 - E. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Board President
Unrepresented Employee: Acting Superintendent/President
Unrepresented Employee: Interim Superintendent/President
 - F. Conference with Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of
Subdivision (d) of Government Code Section 54956.9
1 Potential Case
 - G. Student Discipline and Other Confidential Student Matters, Education Code Sections
35146, 48900 et. Seq. and 48912(b)
 - H. Conference with Real Property Negotiations
Property: Parkside Development, LLC (APN 032-152-34)
Agency Negotiator: Mike Giacomini, Acting VP of Administrative Services
Under Negotiation: Sale or Lease of Property, Including Price and Terms of Payment
6. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION
7. NEXT MEETING DATE
The next regular meeting is scheduled for Wednesday, February 12, 2025, at 5:00 p.m.
8. ADJOURNMENT

Date: January 27, 2025
Submitted by: Leslie Minor, Ph.D., Acting Superintendent/President
Area Administrator: Leslie Minor, Ph.D., Acting Superintendent/President
Subject: Request for Approval

Board Meeting Date: January 28, 2025

Title of Board Item:
Amendment – Diligent Community Governance System

Background:
The Associated Student Organization falls under the Brown Act and is opting to join the Diligent system alongside the District. ASO can purchase Diligent on their own but by amending our contract to include them, ASO is able to secure a large discount and will further open four other committee opportunities to use this system.

Terms (if applicable):
Renews Annually; Amendment Effective Date of February 1, 2025

Expense (if applicable):
An Additional \$4,000.00 per Year for the Committee Package Option

Fiscal Impact Including Source of Funds (if applicable):
ASO Funding Will Cover the Committee Package Option

Approved: 
Leslie Minor, Ph.D., Acting Superintendent/President



Agreement Number: Q-1360876

Service Agreement Amendment

This Service Agreement Amendment (the "Amendment") is made by and between West Kern Community College District (hereinafter "Client") and Diligent Corporation (hereinafter "Diligent") and amends the original Service Agreement between Client and Diligent dated August 15, 2024. All amounts are in USD currency.

The following access rights are hereby added to the Agreement as of the Start Date identified below:

Diligent Services

Diligent Community Package

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Committee Manager	Committee Manager pre loaded with 5 Committees	February 01, 2025	August 14, 2025	1.00	4,000.00 USD	4,000.00 USD

Total Annual Subscription Fee: 4,000.00 USD

One-Time Installation Fee: 0.00 USD

Upon execution of this Amendment, Diligent will issue billing documents covering the fees for the subscriptions and/or services ordered under this Amendment, which may include invoices or credit memos as applicable. In the event a committed term period under this Amendment is less than one year, Subscription Fees (but no other fees due under this Amendment) shall be prorated accordingly.

Pricing is valid until January 31, 2025. If the Amendment is received executed by Client after this date, Diligent may accept or reject the Amendment in its sole discretion. For the avoidance of doubt, purchases made under this Amendment shall renew after expiration of the End Date in accordance with the terms of the Agreement.

The above-referenced Agreement is hereby modified to include the additional services, terms and fees as set forth herein. All other terms and conditions of the Agreement shall continue in full force and effect. This Amendment may be executed in multiple counterparts. Copies, facsimiles, electronic files and other reproductions of executed documents will be deemed to be authentic and valid counterparts of such executed documents for all purposes. All fees due, paid or owing shall be deemed non-refundable. Client shall provide reasonable cooperation, including providing any materials and granting access as necessary, to enable Diligent to perform any Professional Services. In order to use the Diligent Service, Client and Users must satisfy Diligent's minimum technology requirements.



Agreement Number: Q-1360876

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Start Date identified above.

Please sign below and email to your Diligent account representative.

West Kern Community College District
("Client")

Signature:

Name:

Leslie Minor

Job Title: Acting Superintendent/
President

Date:

Jan. 24, 2025

Diligent Corporation
("Diligent")

Signature:

Name: Adam Ginsberg

Job Title: Chief Accounting Officer

Date: January 15, 2025