

WEST KERN COMMUNITY COLLEGE DISTRICT  
AGENDA FOR REGULAR MEETING

March 12, 2025

**Cougar Room**

(Access Through the Library Entrance)

29 Cougar Court

Taft, California 93268

5:00 p.m.

(General Open Session begins at 6:00 p.m.)

(Bookstore Event/Tour at 4:30 p.m. in Bookstore)

**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. STUDY SESSION – Budget Building
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS
4. 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: 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
5. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION
6. FLAG SALUTE
7. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
8. GENERAL COMMUNICATIONS
9. PROGRAM UPDATE – Healthcare/Nursing Update

10. APPROVAL OF MINUTES – Regular Meeting Held February 12, 2025 and Special Meeting Held February 12, 2025
11. NEW BUSINESS
  - A. Presentation and Request for Approval – Contract for Dr. Leslie Minor to Serve as Interim Superintendent/President; 1/13/25 – 6/30/26
  - B. Request for Approval – Presidential Home Agreement with Dr. Leslie Minor
  - C. Request for Approval – Memorandum of Understanding (MOU) between West Kern Community College District (WKCCD) and California Commercial Real Estate Services (California Commercial)
  - D. First Reading – Proposed Revisions to Faculty Collective Bargaining Agreement – Grievance Language
  - E. Request for Approval – Board Resolution No. 2024/25-03 – Faculty Appreciation Week, May 5-9, 2025
  - F. Request for Approval – Board Resolution No. 2024/25-04 – Classified Appreciation Week, April 28 – May 2, 2025
12. CONSENT AGENDA (Items A – X)
  - A. Request for Approval – Course Revisions
  - B. Request for Approval – Program Revisions
  - C. Request for Approval – New Courses
  - D. Request for Approval – Course Inactivation
  - E. Request for Approval – Clinica Sierra Vista Clinical Training Program Agreement for Emergency Medical Technician, Paramedic, Medical Assisting, and Nursing Students; 3 Years Beginning 4/1/25
  - F. Request for Ratification – Dignity Health Educational Training Agreement for Emergency Medical Technician, Paramedic, Medical Assisting, and Nursing Students; 2/1/25 – 7/31/25

- G. Request for Approval – Department of Developmental Services Service Provider Agreement
- H. Request for Approval – Off Campus Lease Agreements for the TIL Program
- I. Request for Approval – Coordinate Career Pathways Design; Revenue Generated
- J. Request for Approval – Extension of Application Subscription Program Agreement with TouchNet Information Systems, Inc.; 6/1/25 – 5/31/30; \$89,289.00
- K. Request for Approval – Child Development Center Flooring Replacement Project; \$89,000.00
- L. Request for Approval – Child Development Center Exterior Painting Project; \$32,000.00
- M. Request for Approval – Library/Student Services Auto Door Openers Project; \$29,235.59
- N. Request for Approval – Renew Turnitin (Plagiarism Detection) Account; 8/1/25 – 7/31/26; \$8,652.88
- O. Request for Approval – ABTECH Technologies Quotation Contract No. M5320 for Hardware and Software Maintenance; 4/16/25 – 4/16/26; \$11,881.00
- P. Request for Approval – Converjint Tech Lenel Software Maintenance Quote: BH07779903P; 5/3/25 – 5/2-26; \$10,280.00
- Q. Request for Approval – Credit Card Machine Agreement with TSYS Business Solutions; 48 Month Lease; \$161.94 per month per machine
- R. Request for Approval – Amendment to UKG Master Service Agreement to Include UKG Ready Learning; Initial Set Up Fee of \$6,500.00 and \$1.80 per Record Monthly Recurring Fee
- S. Request for Ratification – Contract for Professional Services with Ana Leheny; 2/6/25 – 6/30/25; \$150.00 per Hour, Not to Exceed 50 Hours
- T. Request for Approval – Agreement with Firestorm Global, LLC. – SAFER Cyber Risk Assessment; One Year Term that Renews Annually



U. Request for Approval – CSC Addendum “A” – Dorm Washer/Dryer Agreement

V. Request for Approval – Keenan – Business Associate Agreement

W. Information Item – CCFS-311Q for the 2<sup>nd</sup> Quarter Ending December 31, 2024

X. Ratification of the February 2024 Vendor Check & Purchase Order Registers

13. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

14. EMPLOYMENT (Action)

A. Academic (Appendix I)

B. Classified/Confidential/Management Employment (Appendix II)

C. Separations (Appendix III)

15. REPORTS:

A. Financial Reports (For Information)

1. Revenue Accounts (Account Level 1) FY 2023/24

2. Expenditure Accounts (Account Level 1) FY 2023/24

3. Expenditure Detail of \$10,000.00 or Greater, February 2025

4. Student Organization and Special Accounts, February 2025

5. Funds Deposited in County Treasury, February 2025

6. Employee Travel Report – February 2025

B. Trustee Reports

C. Academic Senate Report

D. Reports from Staff and Student Organizations

16. REPORT OF THE SUPERINTENDENT/PRESIDENT

17. NEXT MEETING DATE

The next regular meeting is tentatively scheduled for Wednesday, April 9, 2025, at 5:00 p.m.

18. CONTINUATION OF CLOSED SESSION (If Necessary)

19. ADJOURNMENT

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

**REGULAR MEETING**

**February 12, 2025**

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:01 p.m. by President Kathy Orrin. Secretary Mike Eveland and trustees Dawn Cole, Billy White and Jeremy Gregory were also in attendance. Acting Superintendent/President Dr. Leslie Minor and Executive Secretary Sarah Criss were in attendance.

**PUBLIC COMMENT ON CLOSED SESSION ITEMS**

There were no public comments.

**ADJOURN TO CLOSED SESSION**

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

- 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: Todd Hampton, VP of Administrative Services  
Under Negotiation: Sale or Lease of Property, Including Price and Terms of Payment

**RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS**

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

**PLEDGE OF ALLEGIANCE**

President Orrin led the pledge of allegiance.

**PUBLIC COMMENT ON OPEN SESSION ITEMS**

There was no public comment.

**GENERAL COMMUNICATIONS**

There were no general communications.

**NEW BUSINESS**

**Presentation and Request for Approval – West Kern Community College District Financial Report, June 30, 2024**

This item was heard ahead of voting for the minutes in an effort to allow the contracted audit team to present the audit via teleconference without having to wait through other District business. Audit team representative Kyle Holtz explained a new facet of the audit mandates that require districts to report assets under a “right of use” in connection with post-employment benefits obligation laws. It is not a new asset but a revised version to report assets the District already held. The District received the highest audit rating allowable. The two findings that were noted in the audit were due to the District filing an extension to submit the audit after the state deadline and the late submission of a quarterly report. The tests conducted on internal documentation and controls showed no deficits. On a motion by Trustee Gregory, seconded by Secretary Eveland and unanimously carried, the audit was approved (copy attached to official minutes).

**PRESENTATION – Healthcare/Nursing Update**

Dr. Devin Daugherty, Dean of CTE and Workforce Development, presented an update on the nursing and healthcare application progress. Steps that are required for the application process were shared and Dr. Daugherty reported that the District is 75% percent complete in the tasks required. He thanked staff members for their help in the process so far and is aiming to complete the process in the next 30 days. Once the District applies for a nursing program, they have one year to complete process, or an extension would be used at the cost of \$12,000. Secretary Eveland asked what happens if the District is deemed not feasible to have the program; Dr. Daugherty will find out the next steps should that happen. A time management table for project tasks will be brought to the Board at the next meeting.

**APPROVAL OF MINUTES**

Sarah Criss noted name and title changes on minutes. An addition was made on the minutes for Special Meeting held on January 28, 2025 to note the action taken on an item. On a motion by Trustee Cole, seconded by Secretary Eveland and unanimously carried, the minutes of the Regular Meeting held January 8, 2025, Special Meeting held January 8, 2025 and Special Meeting held January 28, 2025 were approved as amended (copy attached to official minutes).

**NEW BUSINESS**

**Request for Ratification – Consultant Agreement with Dr. Sharyn Eveland – Instructional Executive Leadership; 1/27/25 – 6/30/25; \$150.00 per Hour, Not to Exceed 500 Hours**

Secretary Eveland voluntarily abstained from this item. Dr. Minor explained that Dr. Sharyn Eveland is familiar with the functions of the College and is assisting with Office of Instruction duties. With the help of Dr. Eveland, committee, scheduling, and reporting tasks can continue to progress while Dr. Minor serves in three positions. On a motion by Trustee Gregory, seconded by Trustee White and unanimously

carried with the abstention from Secretary Eveland, this item was approved (copy attached to official minutes).

**Request for Approval – CSEA Job Description Revision – TIL Sr. Secretary**

Trustee Cole asked if the District has reviewed the use of the term secretary. Heather del Rosario, Vice President of Human Resources, said that there are titles that do need to be reviewed in further detail. The revisions on this job description focused on updating the duties that have changed to match the duties being done by the current employee. It was suggested the District review titles with antiquated titles. On a motion by Trustee Gregory, seconded by Secretary Eveland and unanimously carried, the request was approved (copy to official minutes).

**Second Reading and Request for Approval – Revision of Board Policy #2410 – Board Policies and Administrative Procedures**

The revision provides a process for a Board Policy to be inactivated when necessary. On a motion by Trustee Gregory, seconded by Trustee Cole and unanimously carried, the revision was approved (copy attached to official minutes).

**Second Reading and Request for Approval – Inactivation of Board Policy #7135 – Substitute and Temporary Employees Paid Sick Leave**

This policy was drafted as a local policy and is not in compliance with current law. As it is a method of how the District functions, the task will be captured in an Administrative Procedure. On a motion by Trustee Gregory, seconded by Trustee Cole and unanimously carried, the inactivation was approved (copy attached to official minutes).

**Second Reading and Request for Approval – Revision of Board Policy #5130 – Financial Aid**

Executive Assistant Sarah Criss said that these revisions reflect legal changes from the Policy and Procedure Service from the League as well as updates to local processes. On a motion by Secretary Eveland, seconded by Trustee Gregory and unanimously carried, the revision was approved (copy attached to official minutes).

**CONSENT AGENDA**

- A. Request for Approval – Course Revisions
- B. Request for Approval – Adventist Health Systemwide Clinical Affiliation Agreement for Nursing Students; 3 Year Agreement
- C. Request for Approval – Upper Division Coursework Fee
- D. Request for Approval – Residence Hall/Dormitory Room & Board Fees Increase; Effective 2025-26 Academic Year
- E. Request for Approval – 2025/26 Non-Resident Tuition Fees

- F. Request for Approval – Program Pathway Mapper Onboarding and Licensing Agreement between the Foundation for California Community Colleges and West Kern Community College District on Behalf of Taft College; 2/12/25 – 2/11/26; Funded by the California Community College Chancellor’s Office
- G. Request for Ratification – Memorandum of Understanding between West Kern Community College District and Wonderful College Prep Academy; 1/1/25 – 6/30/25
- H. Request for Ratification – Academic Senate for California Community Colleges Open Educational Resources Project Management Service Agreement; 1/13/25 – 8/29/25; \$6,000.00 Funded by ZTC Grant Funds
- I. Request for Approval – Purchase of an X-ray Florescent (SRF) Analyzer; \$30,869.44 Funded through Foundation and District Funds
- J. Request for Ratification – Contract for Professional Services with Education Support Services Group, LLC.; 1/9/25 – 6/30/25; \$225.00 per Hour
- K. Request for Approval – Maxient Service Agreement – Case Management Software; Annual Renewal for up to Five Years; \$5,000.00 Setup Fee and \$5,000.00 Annual Service Fee
- L. Request for Approval – Siteimprove Software Subscription Renewal; 3/19/25 – 3/18/26; \$9,670.90
- M. Request for Approval – BIO-key International, Inc. Portal Guard Annual Renewal – Quote 00000449; 4/27/25 – 4/26/26; \$8,000.00
- N. Request for Ratification – WESTEC Agreement for Active Shooter Training; \$1,500.00
- O. Request for Approval – Change Order #1 Taft College RFP WKCCD 2425-111 Managed Print Services Awarded to Jones-Walbaum Corporation; Additional \$354.90 per Month Plus Tax
- P. Request for Approval – Signatory Update with United Security Bank
- Q. Ratification of the January 2024 Vendor Check & Purchase Order Registers

On a motion by Trustee White, seconded by Trustee Cole and unanimously approved, items A-Q were approved (copy attached to official minutes).

**PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST**

There were no comments

**EMPLOYMENT**

Trustee Cole noted that there was a typo on the academic employment with Dental Hygiene. On a motion by Trustee White, seconded by Trustee Cole, the Employment Items below were approved with the amendment by the following vote (Employment Items A-C are attached to official minutes):

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

Yes: Billy White, Mike Eveland, Jeremy Gregory, Dr. Kathy Orrin, Dawn Cole  
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 2024/2025
2. Expenditure Accounts (Account Level 1) FY 2024/25
3. Expenditure Detail of \$10,000 or Greater, January 2025
4. Student Organization and Special Accounts, January 2025
5. Funds Deposited in County Treasury, January 2025
6. Employee Travel Report – January 2025

### Trustee Reports

Trustee White appreciated the West Kern Economic Alliance lunch and meeting and thanked the College for hosting and participating in the community focused discussion on the state of west Kern. He attended the swearing-in for the county supervisors and the Chairwoman's Dinner and appreciated the opportunity to connect with county partners.

Secretary Eveland also attended the supervisory dinner. He thanked the College participating in the event.

President Orrin told College staff that the State of the City will be livestreamed if they would like to view it virtually. The Chamber of Commerce Installation and Awards night is coming up next week. Student Trustee Jay Cuevas will be honored as the college Youth Leader of 2025.

### Associated Student Organization

Jay Cuevas, Student Trustee, reported on many ASO events that included, but was not limited to, a Black Student Union event, collaboration with MESA at South High School, discussions on immigration, and a wellness survey among students that showed the majority of students feel that the campus is safe and appreciates the faculty support.

### **Academic Senate**

Candace Duron, Academic Senate President, shared that she will serve another term and that Michelle Beasley will serve as Secretary for a two-year term. Fulltime faculty requests are being reviewed and it is expected that it will be recommended that a fulltime communication professor be recruited/hired.

### **Administrative Services**

Mike Giacomini, Acting Vice President of Administrative Services, said that with the audit complete the departments are working to improve upon the two findings as needed. He is continuing to work with College staff to support and learn procedures. Nick Valsamides, Executive Director of Fiscal Services, reported that audit work for this year has begun while staff also prepare for budget preparation.

### **Marketing and Community Relations**

Susan Groveman, Executive Director of Marketing and Community Relations, is working with staff on dual enrollment materials and outreach plans. She is also working on TIL recruiting materials and accessibility documentation remediation training.

### **Campus Safety and Security**

Kevin Altenhofel, Director of Campus Safety and Security, recently attended a Title IX conference. He will work with administration on recent Title IX updates.

### **Student Services**

Cecilia Alvarado, Dean of Student Services, shared many event details including the black history month events, a field trip to Channel Islands, and planning for Cougar Days in March. The Student Services staff are contacting students to register and to commit an educational plan. The department is planning to host an event to inform students how to become a national citizen as well as to inform them of their natural rights.

Amber Garcia, Financial Aid Director, thanked the board and staff who support the Triple Play event. She updated on the student disbursements from financial aid and reported that late start book vouchers had been offered. Financial Aid staff presented the the Taft Union High School Spanish-speaking parents on the financial aid and college programs available to students. The staff will be working with TUHS/Buena Vista/Maricopa students on registration and Promise Program opportunities. The financial aid staff will be attending a Chancellor's Office financial aid conference.

### **Information Technology/Institutional Research**

Dr. Xiaohong Li, Vice President of IT/IR, said the consultants for the Educational Master Plan will hold a goal setting session tomorrow. The accreditation midterm report has begun to be drafted. The Strategic Action Plan will begin an update after the EMP has been approved. The IT department is working to move students to a multifactor authentication process and to use TC email address for internal communication. The IT staff continue to work with Student Services to remove fraudulent applications/accounts from District enrollment figures.

### **Foundation**

Dr. Sheri Horn-Bunk, Executive Director of Foundation and Institutional Advancement, enjoyed a Condor hockey night with many Taft community organizations. She invited the Board and staff to a March 12<sup>th</sup>

event for a Chevron check presentation. The Foundation secured grant funding to help with the summer healthcare internships. Dr. Horn-Bunk also shared that the funds for a communications scholarship were secured.

### **Faculty Association**

Ruby Payne, Faculty Association President, thanked Susan Groveman for supporting an early college project. She also thanked MESA for the department's ability to use 3D printers for department use. Ms. Payne said that the faculty bargaining members are looking forward to the Interest Based Bargaining training that will be held at the end of the month.

### **Instruction**

Dr. Sharyn Eveland, Instructional consultant, reported on legislative work completed. Many tasks are a campus wide effort and she thanked the employees for their work to meet the needs of AB 1705, AB 1111, and AB 928. Dr. Eveland is working with staff and faculty to prepare scheduling to optimize the fill rate in courses offered by the College in an effort to stabilize District funding.

Jose Valadez, Director of MESA, shared events and planned events with the Board. He highlighted events like the Taft High takeover with other departments, a field trip to CSU East Bay, and a collaboration with the TC Black Student Union at South High School. MESA tutoring will be shared with flyers in appropriate classes. The program produced 3D printed hand towel dispensers for the campus.

### **SUPERINTENDENT REPORT**

Dr. Minor shared campus and community activities and highlighted events like a Foundation holiday mixer, a Kiwanis dinner and planning for an event for the 100 year celebration, as well as an inaugural West Kern Economic Alliance event. Dr. Minor recognized Sergio Gomez as the employee of the month. She thanked the Board for approving Dr. Eveland's contract so that she may focus on the other functions of her duties. Dr. Minor thanked the Foundation for the Delta Dental scholarship opportunity for Dental Hygiene students.

### **CLOSED SESSION**

On a motion from Trustee Gregory, seconded by Secretary Eveland and unanimously carried, closed session was reconvened.

### **RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS**

At 9:10 p.m., it was moved by Trustee Gregory, seconded by Secretary Eveland and unanimously carried, to reconvene in Public Session. President Orrin announced that action was taking to appoint Dr. Leslie Minor as the Interim Superintendent/President with a contract to be negotiated for Board approval at the March Board meeting. The vote to appoint Dr. Minor was unanimous with all trustees present.

### **NEXT MEETING**

The next monthly meeting is scheduled for Wednesday, March 12, 2025.

### **ADJOURNMENT**

At 9:13 p.m., on a motion by Trustee White, seconded by Trustee Gregory and unanimously carried, the meeting was adjourned.



Respectfully Submitted:

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Mike Eveland, Secretary

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

**SPECIAL MEETING**

**February 12, 2025**

The special meeting of the Board of Trustees of the West Kern Community College District was called to order at 8:01 a.m. by President Kathy Orrin. Secretary Mike Eveland and trustees Dawn Cole, Billy White and Jeremy Gregory were also in attendance. Acting Superintendent/President Dr. Leslie Minor and Executive Secretary Sarah Criss were in attendance.

**PUBLIC COMMENT ON CLOSED SESSION ITEMS**

There were no public comments.

**ADJOURN TO CLOSED SESSION**

At 8:01 a.m. it was moved by Trustee Cole, seconded by Secretary Eveland 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  
Interview Candidates for the Position of Interim Superintendent/President
- B. Conference with Labor Negotiators (Government Code section 54957.6)  
Agency Designated Representative: Board President  
Unrepresented Employee: Acting Superintendent/President  
Unrepresented Employee: Interim Superintendent/President

**RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS**

At 12:56 p.m., it was moved by Trustee Gregory, seconded by Secretary Eveland and unanimously carried, to reconvene in Public Session. President Orrin announced that there was no action taken.

**PUBLIC COMMENT ON OPEN SESSION ITEMS**

There was no public comment.

**NEW BUSINESS**

**First Reading – Revision of Board Policy #2410 – Board Policies and Administrative Procedures**

The revision provides a process for a Board Policy to be inactivated when necessary.

**First Reading – Inactivation of Board Policy #7135 – Substitute and Temporary Employees Paid Sick Leave**

This policy was drafted as a local policy and is not in compliance with current law. As it is a method of how the District functions, the task will be captured in an Administrative Procedure.

**NEXT MEETING**

The next monthly meeting is scheduled for Wednesday, February 12, 2025.

**ADJOURNMENT**

At 12:59 p.m., on a motion by Trustee Gregory, seconded by Trustee Cole and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

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Mike Eveland, Secretary



## BOARD AGENDA ITEM

Date: March 6, 2025  
Submitted by: Sarah Criss, Executive Asst. to the Superintendent/President  
Area Administrator: Dr. Leslie Minor, Interim Superintendent/President  
Subject: Request for Approval

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Board Meeting Date: March 12, 2025

Title of Board Item:

Contract with Dr. Leslie Minor to Serve as WKCCD Interim Superintendent/President

Background:

The internal search for an Interim Presidential Search successfully concluded with the selection of Dr. Leslie Minor.

Terms (if applicable):

The terms of Dr. Minor's agreement include salary of \$300,000.00 per year as well as the current Doctoral stipend as adopted. Annual allowances include technology - \$2,400.00 and automobile - \$7,200.00. The contract is effective March 12, 2025-June 30, 2026, with pay retroactive to January 13, 2025.

Expense (if applicable):

See above.

Fiscal Impact Including Source of Funds (if applicable):

Appropriate District funding will be utilized.

Approved: \_\_\_\_\_

Dr. Leslie Minor, Interim Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT**  
**Interim Superintendent/President**  
**Employment Agreement**

This employment agreement (“Agreement”) is made effective March 13, 2024, by and between the Governing Board of the West Kern Community College District (“District”) or (“Board”) and Dr. Leslie Minor (“Employee”), with respect to the following recitals:

- A. The District desires to fill the position of Superintendent/President for West Kern Community College District on a temporary basis during the period necessary to conduct a recruitment for and employment of a Superintendent/President to serve on a regular basis.
- B. Due to the unique nature of the Superintendent/President position, the Board and District have determined that the appointment of an Interim Superintendent/President through June 30, 2026, is needed to provide the District adequate time to conduct recruitment for a Superintendent/President and hire an acceptable candidate.
- C. The purpose of this Agreement is to define the terms and conditions of Employee’s employment in the position of Interim Superintendent/President with the District.

The parties agree as follows:

- 1. Recitals. The recitals set forth above are true and accurate and are hereby incorporated by reference as material terms of this Agreement.
- 2. Position. The Board hereby employs Employee in a full-time capacity as the Interim Superintendent/President for the West Kern Community College District, and Employee shall satisfactorily perform the duties of the Interim Superintendent/President as prescribed by the laws of the State of California, the District’s job description for Superintendent/President and duties and responsibilities as directed by the Board. Employee shall use the Employee’s best efforts and shall devote all time necessary to perform such duties. The Employee and District acknowledge that Employee is employed in a management position, as defined by Government Code section 3540.1(g), as an Educational Administrator in accordance with Education Code section 87002. Accordingly, Employee acknowledges that Employee serves in this administrative assignment at the pleasure of the Governing Board and that Administrator does not possess a property interest in this administrative position or in employment beyond the terms of this Agreement.
- 3. Term. The District hereby employs Employee in the Interim Superintendent/President position effective January 13, 2025, and terminating on or before June 30, 2026, subject to the terms and conditions set forth below.
  - a. Base Salary. The Employee’s base annual salary shall be THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS per year, in accordance with the attached Interim Superintendent/President Salary Schedule, payable in equal monthly installments and prorated to reflect the partial year of service in this position, and less all applicable

deductions and withholdings required by law or authorized by Employee. Salary shall be retroactive to January 13, 2025.

The Interim Superintendent/President's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Interim Superintendent/President retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

- b. COLA Increase. Employee shall, commencing with the 2025-2026 school year and for each year thereafter, receive a cost of living adjustment ("COLA") or other form of compensation equal to the same percentage, if any, granted to the District's administrative employees. The effective date of the COLA shall be the same date as provided to the District's administrative employees.
4. Work Year. Employee shall be required to render full and regular service to the District during the period covered by this Agreement, exclusive of holidays and vacation. To determine Employee's daily rate of pay, the parties agree that the Interim Superintendent/President's annual base salary shall be divided by 223. If Employee plans on working away from the District more than two (2) continuous days outside of a mutually agreed-upon schedule, Employee shall provide written notification to the Board President in advance.
  5. Holidays. Employees shall be entitled to holidays on the same conditions as are specified for other management employees.
  6. Vacation. During the term of this Agreement, Employee shall accrue twenty-four (24) paid vacation days for the 12 months of full and regular service to the District at a rate of two (2) days per month of service, prorated for any partial year, exclusive of legal holidays and weekends. The Employee may accrue vacation days up to a maximum of sixty (60) days. Once Employee reaches this maximum amount, Employee will cease to accrue additional vacation benefits until the balance falls below the maximum amount. Employee will provide the Board President with advanced notice as soon as practicable but no later than 48 hours before using three or more consecutive vacation days during the term of this Agreement. Upon termination or expiration of this Agreement, the Employee shall be entitled to compensation for unused and accrued vacation days at Employee's then current base salary rate calculated on an hourly basis for no more than that amount of unused vacation that may be accrued under this Agreement.
  7. Sick Leave. The Employee shall be entitled to one (1) day sick leave per month (12 days annually). Earned sick leave shall be accumulated as provided by State law and Board policy that are in effect at the time of first entering into this Agreement.
  8. Health and Welfare Benefits. The Employee is eligible, upon self-election, to receive an annual health and welfare benefit package identical to that provided to other management employees in the District.

9. Management Hours. It is understood that the demands of the position of Interim Superintendent/President will require more than eight (8) hours per day or forty (40) hours per workweek. Employee is not entitled to receive overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week.
10. Duties and Responsibilities. The Board delegates to Superintendent/President the power to make decisions concerning internal operations of the District. Superintendent/President shall have the primary responsibility for organizing and establishing administrative and supervisory staff for instructional business and operational affairs in such a manner as will, in Superintendent/President's judgment, best serve the needs of the District. Interim Superintendent/President shall have primary responsibility in making recommendations to the Board regarding all personnel matters related to the District including employment, assignment, transfer, and dismissal of employees. The Interim Superintendent/President, as the chief executive officer of the District, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the District Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated College/District programs; (4) endeavor to maintain and improve Interim Superintendent/President's professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (5) establish and maintain positive community, staff, Interim Superintendent/President and Board relations, including attendance at important college and community events, develop relationships with other key public and private agencies and be significantly involved in the local community; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations concerning those matters; (7) recommend to the Board goals and objectives; (8) unless unavoidably detained, attend all regular and special session meetings of the Board. The parties agree, individually and collectively, not to interfere with or usurp the primary responsibilities of the other party. The Board and Superintendent/President agree to work in a spirit of cooperation and teamwork, and to periodically discuss the Board and Superintendent/President relationship.
11. Availability On Campus and In Taft Community. Because of the hours and duties required of the Interim Superintendent/President as outline in paragraphs 9 and 10 above, it is expected that Interim Superintendent/President be available on campus and in the Taft community as the need arises to conduct expected job duties as well as address any urgent or emergency situations which may arise. This expectation is subject to District related business and duties out of town on occasion as well as regular vacation, holidays, sick days and other leave.
12. District Provided Housing. District shall provide, and Employee shall accept, reasonably-furnished housing owned by District in the City of Taft for their sole and exclusive use free of charge while employed as Interim Superintendent/President so that they may fulfill duties and the expectation of the District Board that the Interim Superintendent/President be available on campus and in the Taft Community on a regular basis outside of regular working hours as described in paragraph 11 above.

13. Tax or Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. Employee shall exclusively bear all tax and retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature because of this Agreement, including any benefits provided to Employee, or any designated beneficiary, heirs, administrators, executors, successors or assigns of Employee.
14. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Employee receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Employee if Employee is convicted of a crime involving an abuse of office or the position of Superintendent/President. In addition, if the District funds the criminal defense or Employee against charges involving abuse of office or position and Employee is then convicted of such charges, Employee shall fully reimburse the District all funds expended for Employee's criminal defense. The decision to fund any such criminal defense shall be solely within the Board's discretion.
15. Other Professional Activities. Employee may undertake outside professional activities for remuneration, including consulting, speaking, teaching, and writing provided that all such outside professional activities do not interfere with Employee's ability to perform required duties under this Agreement and do not result in a conflict of interest under statutory or common law. Employee shall inform the Board President whenever Employee undertakes outside professional activities, and those activities will occur only on non-workdays such as vacation days, holidays, or weekends.
16. District Technology Devices. The District may provide Employee with a District-owned laptop computer, tablet or other wireless email device or a smart phone, and employee may choose to use their own smart phone or tablet (each a "Technology Device") and shall receive a monthly stipend of \$100 for use of such. The District provided housing for Employee is to be used for personal and work-related duties and as such will require internet service. As a condition of residing in the District provided housing, the Employee will receive a monthly stipend of \$100 to cover the cost of the internet from a provider of the Employee's choice. The Interim Superintendent/President shall use all Technology Devices in accordance with the District policies and legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its policies and the law. The Interim Superintendent/President may use the Technology Devices for personal use in a manner consistent with those policies. As a condition of using District provided Technology Devices, the Interim Superintendent/President agrees to sign all technology use agreements or other forms that are required of other District employees. Interim Superintendent/President agrees to conduct all District business by email or otherwise on a District account and acknowledges that all business-related communications are available to the District irrespective of the form of communication or device used, including a personal smart phone or tablet.



17. Doctorate Degree Pay. In addition to the Employee's base salary, the District shall pay the current District adopted Doctoral stipend amount as Doctoral Degree pay. Doctoral degree pay shall be paid on a monthly basis in twelve (12) approximately monthly payments.
18. Automobile Allowance. The District shall provide to Employee an allowance of seven thousand two hundred dollars (\$7,200.00) per year, payable in monthly installments of \$600.00, for the acquisition, use, maintenance and insurance of an automobile for use while on District business. Employee shall be solely responsible for all expenses to use, maintain, operate and insure the automobile. Employee's receipt of this automobile allowance shall be in lieu of any entitlement to mileage reimbursement for travel within Kern County. Payment of this allowance shall not be considered creditable compensation for CalSTRS retirement purposes, unless otherwise permitted by law.
19. Expenses. Employee shall be reimbursed for the necessary expenses and for mileage and costs incurred in the performance of approved travel and conference expenditures in accordance with applicable District policy and procedure. Regular and ordinary mileage accrued when commuting to or from work and for other travel within Kern County is not a reimbursable expense.
20. Professional Meetings and Development. To further the District's strong commitment to staff excellence, Employee is encouraged to participate in meetings, workshops, and other development activities for the purpose of developing or strengthening administrative skills, reviewing district operations and organization, and planning programs and activities for the improvement of the institution. Employee shall give the Board President reasonable advanced notice if they attend work functions outside of the District boundaries. Employee travel approval and expense reimbursement will fall within the travel policies for all employees of the District.
21. Professional Dues. The District agrees to pay Employee's membership fee for participation in the Association of California Community College Administrators and any other similar statewide professional organizations of Employee's choice that are approved in advance by the Board. In addition, the District agrees to pay membership fees associated with Employee's participation in local community civic organizations approved in advance by the Board.
22. Outside Facilitator. Whenever it is deemed desirable by the Governing Board or Employee, an outside advisor may be mutually selected by the Board and Employee to facilitate discussion of the relationship between the Board and Employee. The outside advisor shall be paid by the District.
23. Leaves of Absence. Employee shall be eligible for any leaves authorized by Board policy for unrepresented administrators.
24. Termination. Upon the termination of this Agreement for any reason, any vacation balances accrued shall be paid to the Employee.
  - a. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties at any time.

- b. Resignation or Retirement. This Agreement may be terminated by the resignation or retirement of the Employee.
- c. Appointment of a Regular Superintendent/President. This Agreement shall terminate upon the first date of paid service by a regular Superintendent/President appointed by the Board, unless otherwise mutually agreed in writing to facilitate an overlap of time between the Interim Superintendent/President and the regular Superintendent/President for transition purposes.
- d. Non-Renewal of the Agreement by District. The Board may elect not to renew this Agreement for any reason by providing written notice to Employee in accordance with Education Code section 72411 and other applicable law.
- e. Termination without Cause. Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of ten (10) days prior written notice. If the Board exercises this provision, the District shall pay the Employee for the remainder of the unexpired term of this Agreement, or three (3) months, whichever is less, a sum equal to the salary in effect at the time of such exercise. In such case, the Board will also provide the Employee with post-termination health benefits at the same level and contribution rates existing at the time of termination through the remainder of the unexpired term of this Agreement, or three (3) months, whichever is less.
- f. Termination for Cause. The Board may terminate Employee's contract at any time for cause. If the Board determines, at its sole discretion, that there is cause to terminate Employee's employment with the District, it may do so upon ten (10) days written notice to Employee. Cause shall consist of, but is not limited to, any of the following grounds: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of the Board; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District. Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. The notice shall include a statement of the cause for termination. The notice shall notify the Employee that the Employee may respond to the Board, orally or in writing, regarding the causes at a meeting before the Board. Any such response shall be made to the Board no more than five (5) days following the date of the notice. The parties agree that this provision shall constitute the sole due process to which Employee is entitled, and that the Board's decision regarding dismissal will be final.
- g. Death. Death of Employee terminates the Agreement immediately. In such event, all salary and other monetary amounts due to Employee at the time of death, if any, shall be paid to Employee's estate unless otherwise declared in writing by Employee.
- h. Disability. Upon expiration of Employee's sick leave entitlement and upon written evaluation by a licensed physician agreed upon by the Parties indicating the inability of Employee to perform the essential functions of the position, with or without reasonable accommodation

pursuant to applicable California and Federal law as a result of a physical or mental disability this Agreement may be immediately terminated by the Board upon written notice to Employee.

25. Retreat Rights. If Employee is released from the position as Interim Superintendent/President, Employee shall have retreat rights to the previously-held position of Vice President of Instruction/CIO or as granted by law, with no break in service.
26. Venue. This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The parties agree that, in the event of litigation, venue shall be the appropriate court located in Kern County, California, subject to applicable transfer of provisions.
27. Severability. If any term or provision of this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.
28. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
29. Complete Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the Employee's employment with the District. This instrument supersedes and replaces any existing employment agreement and all prior negotiations, and all agreements proposed or otherwise, whether written or oral.
30. No Assignment. This is an agreement for personal services and Employee may not assign or transfer any rights granted or obligations assumed under this Agreement.
31. Waiver. Any waiver of any breach of any term of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
32. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.
33. Board Approval. The parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board in open session at a regular meeting as required by law.
34. Indemnity. To the extent required by Government Code sections 825 and 995 and other applicable provisions of law, the District shall defend and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings (collectively "Claims") brought against the Employee in the Employee's individual or official capacity as an agent and employee of the District, whether or not the Employee is employed by the District at the time that the Claims are made, provided that the act or omission upon which such Claims are based occurred while the Employee was acting in the scope of their employment by the District. If the District defends the Interim

Superintendent/President under a reservation of rights, such as defense shall be subject to the terms of Government Code section 825.2.

35. Execution of Other Documents. All parties to this Agreement shall cooperate fully in the execution of any other documents and in contemplation of any additional action that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

36. Conflicts of Interest. The Employee shall timely complete the required Fair Political Practices Commission Form 700 each year. In addition, Employee shall obtain prior written approval of the Board, before entering into any personal contract or other agreement affecting or creating a personal financial interest with a District employee, student, or outside contractor that could create a conflict of interest. The Board's approval will not be unreasonably withheld, and denial shall be based on a determination that the agreement violates conflict of interest laws or creates an inappropriate appearance of a conflict of interest.

This agreement shall become effective upon full execution and approval at the regular meeting of this Governing Board of the West Kern Community College District held on the 12<sup>th</sup> day of March 2025.

EMPLOYEE

WEST KERN COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Dr. Leslie Minor

\_\_\_\_\_  
Dr. Kathy Orrin, Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ACCEPTANCE OF OFFER

I accept this offer of employment and agree to comply with the conditions set forth herein. I will fulfill all the duties of employment as Interim Superintendent/President for the West Kern Community College District.

Dated: \_\_\_\_\_

\_\_\_\_\_

Dr. Leslie Minor

WEST KERN COMMUNITY COLLEGE DISTRICT  
INTERIM SUPERINTENDENT/PRESIDENT SALARY SCHEDULE  
2024-2025 FISCAL YEAR

<b>YEAR OF APPOINTMENT</b>	<b>ANNUAL SALARY</b>
Year 1	\$300,000

Date: March 6, 2025  
Submitted by: Sarah Criss, Executive Asst. to the Superintendent/President  
Area Administrator: Leslie Minor, Ph.D., Interim Superintendent/President  
Subject: Request for Approval

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Board Meeting Date: March 12, 2025

Title of Board Item:  
Presidential Home Agreement with Dr. Leslie Minor

Background:  
This agreement is in conjunction with the employment of Dr. Leslie Minor as the Interim Superintendent/President. The terms for residing in the Presidential house are defined in this agreement.

Terms (if applicable):  
Duration of Employment as the District CEO

Expense (if applicable):  
N/A

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

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

## **West Kern Community College District Presidential House Agreement**

**Owner**                                **West Kern Community College District ("District")**  
**Tenant(s)**                            **Dr. Leslie Minor ("TENANT")**  
**Property Address:**                **905 Arroyo Way, Taft, CA 93268**

**I. Rent:** The District shall not charge the TENANT rental fees. The President House is provided for the convenience and benefit of the District. Because of the hours and duties required of the TENANT's job duties with the District, the District shall provide this District owned housing during the active employment of the TENANT as the Superintendent/President.

**II. Duration:** The TENANT shall vacate the property within thirty (30) days of the end date of the TENANT's employment under the Superintendent/President Employment Agreement. District provided furnishings/appliances will be inventoried after TENANT has vacated or on the thirty-first (31<sup>st</sup>) day.

**III. Security Deposit:** The District shall not require a security deposit from TENANT as a good faith expectation of performance of the terms of this agreement. Within 21 days of the TENANT vacating the premises, the District shall furnish TENANT a written statement indicating any missing/broken furnishings/appliances or other property damage with a request for repayment at property value.

**IV. Occupants:** The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

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**V. Subletting or Assigning:** TENANT agrees not to assign or sublet the premises or any part thereof.

**VI. Utilities:** The District shall provide utilities and/or the following services supplied to the premises:

Landscaping Services  
Water/Trash/Electricity/Gas

**VII. Parking:** TENANT is provided with an attached 3 car garage for parking/storage purposes. The District may use the detached garage for District property storage purposes for property related to the house. Upon mutual agreement the TENANT may use the detached garage as space allows. The TENANT will have access to the detached garage.

TENANT may not assign, sublet, or allow any other person to use this space. The TENANT uses this space exclusively for parking of passenger automobiles. No other type of vehicle



or item may be stored in this space without prior written consent from the District. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

**VIII. Condition of Premises:** TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse the District for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

**IX. Alterations:** TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from the District. TENANT shall not change or install locks, paint, or wallpaper said premises without the District's prior written consent, TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public without the District's prior written consent.

**X. Noise and Disruptive Activities:** TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience, neighbors, the District or its agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

**XI. District's Right of Entry:** The District may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. The District is permitted to make all alterations, repairs and maintenance that in THE DISTRICT'S judgment is necessary to perform. In addition, the District has all rights to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served 7 days' notice by the District. The District agrees that in such event that the District will provide hotel accommodation during the temporary displacement.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by the District. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests).

**XII. Repairs by The District:** Where a repair is the responsibility of the District, TENANT must notify the District with a written notice through the District online service request portal stating what item needs servicing or repair. TENANT must give the District a reasonable opportunity to service or repair said item. The District will prioritize order of actions based on the severity of the needed repair. The District will determine when a third-party contractor will be utilized to complete repairs.

**XIII. Pets:** No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without the District's written consent. Any pets permitted to be kept on the premises shall be the sole responsibility of TENANT and TENANT shall be responsible for any damage, injury, claim or liability created by such pet.

Disclosed pets include: \_\_\_\_\_

**XIV. Furnishings:**

The District has reasonably furnished the property and an inventory list of tagged District-owned furniture will accompany this agreement. At any time District-owned furniture is added or removed from the Property, the District must be notified and the inventory list will be updated to maintain accuracy. District-owned furniture that is removed from the property must be returned to the District.

If additional furniture or equipment is purchased as District-owned furniture or equipment for the property, consent from the Board President must be obtained prior to the purchase and said items shall be tagged as District-owned..

TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit without prior written consent from the District.

**XV. Insurance:** TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle located on the premises. It is acknowledged that the District does not maintain insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of nature, and/or any other causes.

It is acknowledged that the District is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against the District for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold the District to a higher degree of care.

**XVI. Termination of Presidential House Agreement:** Should the TENANT's employment contract as the Superintendent/President terminate for any reason, the TENANT has thirty (30) days to vacate the property.

**XVI. Abandonment:** It shall be deemed a reasonable belief by the District that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, the TENANT has been absent from unit for 14 consecutive days without prior notice to the District. In that event, THE DISTRICT may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

**XVII. Waiver:** The District's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by the District of such condition or right.

**XVIII. Validity/Severability:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

**XIX. Attorney Fees:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

**XX. Notices:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the District shall be served by mailing first class mail or by personal delivery to the West Kern Community College District in the care of the Vice President of Administrative Services at the address below:

West Kern Community College District  
C/O Vice President of Administrative Services  
29 Cougar Ct.  
Taft, CA 93268

**XXI. Personal Property of Tenant:** Once TENANT vacates the premises, the District shall store all personal property left on the premises for 18 days at a District site. If within that time period, TENANT does not claim said property, the District may dispose of said items in any manner the District chooses.

**XXII. Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of California.

**XXIII. Megan's Law:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of

persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**XXIV. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has furnished a duplicate original.

District/Agent's Signature:

\_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature:

\_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## BOARD AGENDA ITEM

**Date:** March 6, 2025

**Submitted by:** Mike Giacomini, Acting Vice President of Administrative Services 

**Area Administrator:** Leslie Minor, Ph.D., Interim Superintendent/President

**Subject:** Request for Approval

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Memorandum of Understanding (MOU) between West Kern Community College District (WKCCD) and California Commercial Real Estate Services (California Commercial)

**Background:**

This request seeks approval from the Board of Trustees for the MOU between WKCCD and California Commercial concerning the purchase and sale agreement of parcel numbers 032-152-65 and 032-152-74.

**Terms (if applicable):**

This agreement will remain in effect for the entire duration of the real estate transaction involving the aforementioned parcel numbers.

**Expense (if applicable):**


N/A

**Fiscal Impact Including Source of Funds (if applicable):**

N/A

**Approved:**   
Leslie Minor, Ph.D., Interim Superintendent/President



Date: February 28, 2025  
Submitted by: Heather del Rosario, Vice President of Human Resources   
Area Administrator: Leslie Minor, Ph.D., Interim Superintendent/President  
Subject: Information Item

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Board Meeting Date: March 12, 2025

Title of Board Item:

First Reading: Proposed Revisions to Faculty Collective Bargaining Agreement – Grievance Process

Background:

As part of the continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the addition of Article 8.3 “Grievance” to the TCFA Collective Bargaining Agreement (“CBA”).

The parties propose the addition of the attached language and related forms be effective upon Board approval.

Terms (if applicable):

Effective Upon Board Approval

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

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

## **ARTICLE 8.3-GRIEVANCE**

### **A. Purpose**

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, and as rapidly as possible, equitable solutions to problems affecting the compensation or working conditions of faculty members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. No reprisals of any kind shall be taken by the District or by any member or representative of the administration or the Board against any Grievant, any party in interest, any faculty member, the Association, or any other participant in the grievance procedure because of such participation.

### **B. Definitions**

1. A "Grievance" is a claim by one or more faculty member(s) or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement. (Informal and formal grievances are defined in Section D of this Article.)
2. A "Grievant" is a faculty member(s) specified in **Article 2&3** of this Agreement or the Association making the claim.
3. A "day" is any contract day which falls within the academic calendar, excluding holidays, breaks and weekends.
4. An "Immediate Administrator" has immediate jurisdiction over the Grievant and is not within the same bargaining unit as the Grievant.

### **C. Conditions of Grievance Processing**

1. The Grievant may be accompanied by an Association representative at both the informal and formal levels of grievance processing.
2. Forms in the grievance process will be delivered in two (2) good faith attempts via hand delivery, email, and/or by postage to the address available in the College records. By attempting two (2) forms of delivery it shall be presumed to have been received and read.
3. The Association shall be given copies of any written responses to grievances under this Agreement.
4. The scope of the Grievance is limited to that stated on the **Informal Grievance Summary** form.
5. Time Limits

- a. The time limits specified at each level should be considered the maximum, and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
  - b. If a faculty member fails to comply with the established time limits at any time during the formal grievance process, that process will be terminated. However, the Grievant will have one opportunity to refile the original grievance within thirty (30) days of the missed deadline.
  - c. If the employer fails to meet the time limits in this Article at the Informal Level, Level 1, or Level 2, the grievance will proceed to the next level.
  - d. When in the event a Grievance is filed but cannot be processed through all the steps of that level by the end of the school year, and if left unresolved harms a Grievant, the parties may agree to reduced time limits so that the steps of that level may be completed prior to the end of the school year or as soon as is practicable.
6. All claims involving salary shall be limited to the specific amount of wages earned and salary corrections will be made within the statute of limitation as defined in the Education Code.
  7. Time limits for appeal provided at each level shall begin the day following receipt of the written decision by the College/District or the Grievant.
  8. All documents dealing with the processing of grievances shall not become part of the official personnel file of the employee.
  9. The District and the Association shall share equally the costs of the arbitrator's fees and expenses and the costs of proceedings as determined by the arbitrator for non-termination arbitrations. A grievant wishing to advance a grievance to arbitration must obtain approval from the Association before a hearing may be scheduled.
  10. The District alone shall pay the arbitrator's fees and expenses and the costs of proceedings as determined by the arbitrator for grievances on termination (Education Code Section 87677).

#### **D. Grievance Resolution Process**

##### **1. Informal Resolution of Potential Grievances**

- a. The Informal Resolution Process attempts to resolve the problem through an informal conference with the immediate Administrator within thirty (30) days of the time a contract violation is alleged to have occurred and before a written Grievance is filed.



- b. The Grievant or the Association must notify the immediate Administrator that the meeting is an informal conference relating to a possible grievance.
- c. Following the informal conference, the Grievant or the Association may request, within five (5) days, a written acknowledgement of the informal conference and resolution, where applicable.
- d. The immediate Administrator will provide the written acknowledgement within five (5) days using the Informal Grievance Form in the appendix.
- e. If the immediate Administrator does not comply with the request for the acknowledgement and summary of the informal conference, the Grievant or Association may immediately file a Level 1 grievance.

## 2. **Formal Resolution of Grievances**

### a. **Level 1**

- 1) The Grievant must submit in writing the **Faculty Grievance: Level 1**(found on the Human Resources website) to the immediate Administrator within ten (10) days of the receipt of the written acknowledgement of the informal conference or fifteen (15) days after the request was made. See District's Human Resource website for the link to access the **Faculty Grievance: Level 1 form**.
- 2) The written Grievance statement shall be a clear, complete, and concise statement of the circumstances creating the grievance and a citation of the specific article(s), section(s), and paragraph(s) of this Agreement that is alleged to have been violated, misinterpreted or misapplied, and shall state the Grievant's contention with respect to the article(s), as well as full name of the Grievant, the date of the alleged occurrence, and the date of the informal conference.
- 3) The statement also shall state the specific remedy sought by the Grievant.
- 4) The written Grievance shall be submitted to the immediate Administrator by the Grievant.
- 5) The immediate Administrator shall conduct an investigation of the Grievance and shall communicate his/her decision to the Grievant in writing within ten (10) days after receiving the Grievance. If the Grievance is not settled in favor of the Grievant, the specific reasons shall be stated.

b. Level 2

- 1) If the grievance is not resolved with the decision at Level 1, the Grievant may appeal the outcome to the Superintendent/President or designee within ten (10) days after the decision of the immediate Administrator is given.
- 2) The **Faculty Grievance: Level 2** form must be accompanied by the **Faculty Grievance: Level 1** and the response from the immediate Administrator. It must also cite the specific reason(s) for the appeal. See District's Human Resource website for the link to access the **Faculty Grievance: Level 2 form**.
- 3) Within fifteen (15) days after receiving the grievance, the Superintendent/President or designee shall conduct an investigation, including a meeting with the grievant and their representative, and shall communicate his/her decision in writing to the Grievant. If the grievance is not settled in favor of the Grievant, the specific reasons shall be stated.

c. Level 3

- 1) If the grievance is not resolved at Level 2, the Grievant may appeal the outcome to mediation within ten (10) days after the decision of the Superintendent/President. The written appeal shall be delivered to the office of the Superintendent/President.
- 2) The written appeal documented on **Faculty Grievance: Level 3** form must include copies of the original grievance and the decisions through Level 1 and Level 2 of this procedure and also cite the specific reasons for this appeal. See District's Human Resources website for the link to access the **Faculty Grievance: Level 3 form**.
- 3) The Grievant or the Association shall contact the California State Mediation and Conciliation Service to request the appointment of a mediator and the parties will work to schedule a date for mediation with the appointed mediator.
  - a) The mediator shall attempt to find a mutually acceptable resolution to the grievance.
  - b) The mediator shall not issue any public statement of fact or opinion on the issue.
  - c) Conciliation Mediation or settlement positions of either party shall not be introduced at any other grievance level.
  - d) The Superintendent/President or designee shall transmit to the Grievant within fifteen (15) days of the termination of the mediation a written decision, including the reasons for the decision. If the mediation has produced a mutually acceptable solution, that solution shall be reduced to writing in a settlement agreement signed by the parties.

**d. Level 4**

- 1) If the Grievance is not resolved through mediation, the Grievant may request that the Association proceed to binding arbitration. The District shall be notified in writing of the decision to proceed to binding arbitration within fifteen (15) days of notice from the mediator at the end of the mediation process.
- 2) The written appeal must include the original grievance and copies of the decisions through Level 2 of this procedure and cite the reason(s) for this appeal.
- 3) The Board of Trustees and the Association shall concur in the selection of the arbitrator, with the understanding that time is of the essence. If the parties are unable to agree upon an arbitrator within five (5) days, the Association shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service and the parties shall meet to alternate the striking of names until the selected arbitrator's name remains. The selection of the arbitrator and arbitration hearing shall be conducted under the rules of the California State Mediation and Conciliation Service.
- 4) The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to award compensation limited to actual salary or benefits loss for claims involving salary or benefits, and for specific non-monetary directives to claims not involving salary or benefits. The decision of the arbitrator shall be submitted to the Association and the Superintendent/President or designee and will be final and binding on all parties.



# TAFT COLLEGE

29 Cougar Court, Taft Ca 93268  
(661)763-7700

## Article 8.3 - WKCCD Informal Grievance Summary

- The purpose of the grievance procedure is to secure, at the lowest possible administrative level, and as rapidly as possible, equitable solutions to problems affecting the compensation or working conditions of faculty members and the Association.
- At the request of the Grievant or Association, the informal grievance conference will be acknowledged on this form and sent to the grievant and Association.

Name of Grievant	Date of Conference
Name of Administrator	
Names of other attendees	
<b>Issue for Informal Grievance:</b> <i>To Be Completed by Grievant</i>	
<b>Summary of Informal Conference:</b> <i>To Be Completed by Administrator</i>	
<b>Resolution (if applicable):</b> <i>To Be Completed by Administrator</i>	
Signature of Administrator	Date

Revised 02/2025

If additional space is needed please attach a separate page to this form.



# TAFT COLLEGE

29 Cougar Court, Taft Ca 93268  
(661)763-7700

## Article 8.3 - WKCCD Faculty Grievance: Level 1

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Grievant:

---

Department/Division:

---

Administrator:

---

Contract Article(s), section(s) and paragraph(s) alleged to be violated:

---

Date of Occurrence:

---

Nature of Grievance (Be Specific):

---

Adverse Effect Upon Grievant:

---

Results from Informal Conference:

---

Date of Informal Conference:

---

Resolution Sought by Grievant:

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Grievant's Signature

Date

---

Original to: Administrator

Copy to: Grievant and Association

Revised 2/2025

If additional space is needed please attach a separate page to this form.



# TAFT COLLEGE

29 Cougar Court, Taft Ca 93268  
(661)763-7700

## Article 8.3 - WKCCD Faculty Grievance: Level 2

Grievant:

Department/Division:

Superintendent/President/Designee:

**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISION GIVEN BY THE IMMEDIATE ADMINISTRATOR AT LEVEL 1 MUST BE ATTACHED TO THIS FORM.**

Reason for Appeal:

Grievant's Signature:

Date

**SUPERINTENDENT/PRESIDENT/DESIGNEE'S RESPONSE**

Date Appeal Received:

Superintendent/President/Designee's Signature:

Date

Title:

Original to: Administrator

Copy to: Grievant and Association

Revised 2/2025

If additional space is needed please attach a separate page to this form.



29 Cougar Court, Taft Ca 93268  
(661)763-7700

## Article 8.3 - WKCCD Faculty Grievance: Level 3

Grievant:

Department/Division:

**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISIONS THROUGH LEVEL 1 AND 2  
MUST BE ATTACHED TO THIS FORM.**

Specific Reason for This Appeal:

Election of Grievant to Proceed by (Check One):

- A meeting with ther Superintendent/President or Designee,  
or  
 Conciliation by the California State Conciliation Service

Grievant's Signature

Date

Original to: Administrator

Copy to: Grievant and Association

Revised 2/2025

If additional space is needed please attach a separate page to this form.



**RESOLUTION 2024/25-03**

**BOARD OF TRUSTEES  
WEST KERN COMMUNITY COLLEGE DISTRICT  
FACULTY APPRECIATION WEEK  
May 5-9, 2025**

**WHEREAS**, In 1980, Congress declared a National Teacher Day and in 1985 the Parent Teacher Association (PTA) established National Teacher Week as the first week of May. Faculty Appreciation Week shall be recognized as the week honoring instructors at the college level. It is a week-long celebration in the United States observed the first full week in May. We take this opportunity to celebrate the Taft College fulltime and adjunct faculty members, who distinguish themselves through the dedicated service and care for students, and our community; and

**WHEREAS**, the Taft College Faculty's commitment to student success is the cornerstone of the Taft College culture, and constitutes the core value of what we stand for as an institution of higher learning; and

**WHEREAS**, the Taft College Faculty are leaders in demonstrating flexibility in response to the changing conditions within our global economy; and

**WHEREAS**, the Taft College Faculty invest of themselves each and every day toward the goal of educational excellence and the success of students; and

**WHEREAS**, the Taft College Faculty are innovative, creative and open to new ideas which promote learning, energize our campus, and helps make Taft College the great institution that it is;

**THEREFORE, BE IT RESOLVED** that the West Kern Community College District hereby thanks the Faculty as a whole for their contributions to quality education in the Kern County and the West Kern Community College District and will celebrate the week of May 5, 2025 as Faculty Appreciation Week in the West Kern Community College District.

**IN WITNESS** of the adoption of the foregoing resolution at a duly called regular meeting of the West Kern Community College Board of Trustees held the twelfth day of March, 2025; the following members of the said Board have affixed their signatures.

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

\_\_\_\_\_  
Dr. Kathy Orrin, President

\_\_\_\_\_  
Michael Eveland, Secretary

\_\_\_\_\_  
Dawn Cole, Trustee

\_\_\_\_\_  
Billy White, Trustee

\_\_\_\_\_  
Jeremy Gregory, Trustee

\_\_\_\_\_  
Dr. Leslie Minor  
Interim Superintendent/ President





RESOLUTION 2024/25-04  
BOARD OF TRUSTEES  
WEST KERN COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SCHOOL EMPLOYEES WEEK

April 28 – May 2, 2025

**WHEREAS**, the Taft College classified employees are dedicated to the success of all students at Taft College; and

**WHEREAS**, the Taft College classified employees are instrumental in providing the services needed by students to accomplish their goals and achieve their dreams; and

**WHEREAS**, the Taft College classified employees – regardless of their work assignment or level of contact with students - work in collaboration with all parts of the campus to support student achievement and contribute to the mission of the College; and

**WHEREAS**, the Taft College classified employees are dedicated, passionate, and committed to the Taft College vision of student success;

**THEREFORE, BE IT RESOLVED** that the West Kern Community College District hereby thanks the classified employees for their contributions to quality education in Kern County and the West Kern Community College District and will celebrate the week of April 28 through May 2, 2025 as *Classified Appreciation Week*;

**IN WITNESS** of the adoption of the foregoing resolution at a duly called regular meeting of the West Kern Community College Board of Trustees held March 12, 2025; the following members of the said Board have affixed their signatures:

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

\_\_\_\_\_  
Dr. Kathy Orrin, President

\_\_\_\_\_  
Michael Eveland, Secretary

\_\_\_\_\_  
Dawn Cole, Trustee

\_\_\_\_\_  
Billy White, Trustee

\_\_\_\_\_  
Jeremy Gregory, Trustee

\_\_\_\_\_  
Dr. Leslie Minor  
Interim Superintendent/ President

# BOARD AGENDA ITEM

**Date:** February 25, 2025  
**Submitted by:** Jason Norris, Curriculum Technician, Instruction  
**Area Administrator:** Dr. Leslie Minor, Vice President of Instruction  
**Subject:** Request for Approval



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**Board Meeting Date:**  
March 12, 2025

**Title of Board Item:**  
Course Revisions

**Background:**  
Under accreditation requirements, academic institutions are expected to review and update their courses to ensure they meet current standards. This request was reviewed and approved by the Curriculum and General Education Committee:

**Allied Health/Applied Tech. Division**  
This request was reviewed and approved by the Curriculum and General Education Committee:

- PHED 1506 Men's Intercollegiate Golf
- PHED 2506 Advanced Men's Intercollegiate Golf

**Terms (if applicable):**  
N/A

**Expense (if applicable):**  
N/A

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

**Approved:**   
Dr. Leslie Minor, Interim Superintendent/President

To: Dr. Leslie Minor Chief Instructional Officer  
Dr. Vicki Jacobi, Curriculum Co-Chair

From: Kanoë Bandy

Division: Applied Technologies

Date: 1/30/2025

Re: PHED 1506 and PHED 2506

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**Type of Curriculum Change:**

- New Course\*                       Substantial Course Change\*
- Nonsubstantial Course Change\*                       Course Inactivation

**For Course Changes, why is this course being updated?**

- For C-ID
- As part of the 5 year review cycle
- Other (please explain): \_\_\_\_\_

**For New Courses, please enter a justification for the request:**

*Please enter a brief description of the background and rationale for the course. This might include a description of a degree or certificate for which the course is required or the relationship of this course to other courses in the same or other disciplines:*

There is an error in PHED 2506 in which it listed the prerequisite as PHED 1505 rather than 1506. The correction is made and the 5 year review has been completed.

**Programs Affected/Stand Alone:**

*Please list all degrees and certificates affected:*

Kinesiology for Transfer, Kinesiology local degree, Liberal Arts Area of Emphasis: Health and Physical Education: Associate in Arts

SLOASC review date: \_\_\_\_\_ N/A \_\_\_\_\_

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Distance Learning and Education Committee review date: \_\_\_\_\_ N/A \_\_\_\_\_ if requesting DLE.

**Addition to Taft College General Education:**

- Natural Science       Social & Behavioral Science       English Composition
- Humanities       Communication & Critical Thinking

**Justification for Addition to Taft College General Education:**

*Please list the General Education SLOs this course meets:*

Click here to enter text.



Created by: K. Bandy  
 Reviewed by: ~~F. Thompson D. an Walters~~  
 Reviewed by: ~~G. Golling M. allori-Rossi~~  
 Date reviewed: ~~February 29, 2016~~/30/2025  
 C & GE approved: March 14, 2016  
 Board approved: April 13, 2016  
 Semester effective: Spring 2017

Physical Education (PHED) 1506 Men's Intercollegiate Golf (2 Units; limit 4 Units) CSU

Advisory: Experience in playing competitive golf is desirable

Total Hours: 160 lab hours

Catalog Description: This course is designed for those students who possess the desire, ability and skills necessary to compete in intercollegiate athletics and may be limited to those who present the necessary physical and mental fitness. Sufficient skill to reduce the likelihood of injury is also required. The consent of the coach is necessary before enrollment. Prior to participation a student must get medical clearance through a physical examination and must meet eligibility requirements. Attendance at all scheduled practices and games are considered part of the course requirement unless the coach excuses the student.

Type of Class/Course: Degree Credit

Text: *Rules of Golf: Effective January 2023*. United States Golf Association. 2023.  
~~United States Golf Association. Rules of Golf. USGA, 2015. Print.~~

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Additional Instructional Materials: Individual golf clubs and equipment

Course Objectives:

By the end of the course, a successful student will be able to:

1. gain participation in an individual and team sport,
2. participate competitively, and
3. further his athletic abilities in golf.

Student Learning Outcomes:

1. Ability to perform essential skills: putting, chipping & full swing in order to play golf.
2. Working knowledge of rules and etiquette in game situations.
3. Understand strategies in course management during a round of golf.
4. Develop team values.

<u>PHED1506 Men's Intercollegiate Golf - Student Learning Outcomes (SLO's)</u>
<u>1. Ability to perform essential skills: putting, chipping &amp; full swing in order to play golf.</u>
<u>2. Working knowledge of rules and etiquette in game situations.</u>
<u>3. Understand strategies in course management during a round of golf</u>
<u>4. Develop team values</u>

Course Scope and Content: (laboratory)



- Unit I      Training and Conditioning for Golf
  - A. Agility
  - B. Physical Strength
  - C. Speed
  - D. Endurance
  
- Unit II     Fundamentals of golf
  - A. Set ups
  - B. Swing
  
- Unit III    Skill Development
  - A. Iron Play
  - B. Wood Play
  - C. Chipping
  - D. Putting
  
- Unit IV    Rules and Strategies of Individual Play
  - A. Course Management
  - B. Shot Selection
  
- Unit V     Rules and Etiquette
  - A. Sportsmanship
  - B. Ethics

Methods of Instruction:

1. Practice of basic skills and techniques
2. Basic training programs
3. Practice games
4. Intercollegiate competition
5. Oral instruction
6. Multimedia presentations

Methods of Evaluation:

1. Skill demonstrations, including:
  - a. performance exam
  - b. Intercollegiate competition
2. Written assignments

Supplemental Data:

TOP Code:	083520: Intercollegiate Athletics
SAM Priority Code:	E: Non-Occupational



Distance Education:	Not Applicable
Funding Agency:	Y: Not Applicable(funds not used)
Program Status:	I: Program Applicable
Noncredit Category:	Y: Not Applicable, Credit Course
Special Class Status:	N: Course is not a special class
Basic Skills Status:	N: Course is not a basic skills course
Prior to College Level:	Y: Not applicable
Cooperative Work Experience:	N: Is not part of a cooperative work experience education program
Eligible for Credit by Exam:	NO
Eligible for Pass/No Pass:	C: Pass/No Pass
Taft College General Education:	NONE
Discipline:	<u>Physical Education or Kinesiology or Health or Coaching</u>



Created by: K. Bandy  
 Reviewed by: ~~T. Thompson~~ ~~D. an-Walters~~  
 Reviewed by: ~~G. Gelling~~ ~~P. earl-Daley~~  
 Date reviewed: ~~February 29, 2016~~ 1/30/25  
 C & GE approved: ~~March 13, 2016~~  
 Board approved: ~~April 13, 2016~~  
 Semester effective: ~~Spring 2017~~

Physical Education (PHED) 2506 Advanced Men's Intercollegiate Golf (2 Units; limit 4 Units) CSU

Prerequisite: Successful completion in Physical Education ~~4505~~ 1506 with a grade of "C" or better

Prerequisite knowledge and skills:

Before entering the course, the student should be able to:

1. gain participation in an individual and team sport,
2. participate competitively, and
3. further his athletic abilities in golf.

Total Hours: 160 lab hours

Catalog Description: This advanced course is designed for those students who possess the desire, ability and skills necessary to compete in intercollegiate athletics and may be limited to those who present the necessary physical and mental fitness. Sufficient skill to reduce the likelihood of injury is also required. The consent of the coach is necessary before enrollment. Prior to participation a student must get medical clearance through a physical examination and must meet eligibility requirements. Attendance at all scheduled practices and games are considered part of the course requirement unless the coach excuses the student.

Type of Class/Course: Degree Credit

Text: Rules of Golf: Effective January 2023. United States Golf Association, 2023,  
 USGA Standard Edition, Rules of Golf 2015

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Additional Instructional Materials: Individual golf clubs and equipment

Course Objectives:

By the end of the course, a successful student will be able to:

1. gain participation in an individual and team sport,
2. participate at a higher level competitively, and
3. further his advanced athletic abilities in golf.

Student Learning Outcomes:

1. Perform essential skills: putting, chipping, & full swing in order to play golf.
2. Working knowledge of rules etiquette in game situations.
3. Understand strategies in course management during a round of golf.
4. Develop team values.

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PHED2506 Adv Men's Intercollegiate Golf - Student Learning Outcomes (SLO's)

- |   |
|---|
| <u>1. Perform essential skills: putting, chipping &amp; full swing in order to play golf.</u> |
| <u>2. Working knowledge of rules etiquette in game situations.</u>                            |
| <u>3. Understand strategies in course management during a round of golf.</u>                  |
| <u>4. Develop team values</u>   |

Course Scope and Content: (Laboratory)

- Unit I           Advanced Training and Conditioning for Golf
  - A. Agility
  - B. Physical Strength
  - C. Speed
  - D. Endurance
  
- Unit II           Advanced Fundamentals of Golf
  - A. Set up
  - B. Swing
  
- Unit III          Advanced Skill Development
  - A. Iron Play
  - B. Wood Play
  - C. Chipping
  - D. Putting
  
- Unit IV          Advanced Strategies of Individual and Team Play
  - A. Course Management,
  - B. Shot Selection,
  
- Unit V           Rules and Etiquette
  - A. Sportsmanship
  - B. Ethics
  - C. Golf Etiquette

Methods of Instruction:

1. Practice of basic skills and techniques
2. Advanced training programs
3. Practice games
4. Intercollegiate competition
5. Oral instruction
6. Multimedia presentations

Methods of Evaluation:

1. Skill demonstrations, including:
  - a. performance exam
  - b. Intercollegiate competition
2. Written assignments



**Supplemental Data:**

TOP Code:	083520: Intercollegiate Athletics
SAM Priority Code:	E: Non-Occupational
Distance Education:	Not Applicable
Funding Agency:	Y: Not Applicable(funds not used)
Program Status:	I: Program Applicable
Noncredit Category:	Y: Not Applicable, Credit Course
Special Class Status:	N: Course is not a special class
Basic Skills Status:	N: Course is not a basic skills course
Prior to College Level:	Y: Not applicable
Cooperative Work Experience:	N: Is not part of a cooperative work experience education program
Eligible for Credit by Exam:	NO
Eligible for Pass/No Pass:	C: Pass/No Pass
Taft College General Education:	NONE
Discipline:	<u>Physical Education or Kinesiology or Health or Coaching</u>

# BOARD AGENDA ITEM

**Date:** February 25, 2025

**Submitted by:** Jason Norris, Curriculum Technician, Instruction

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

**Subject:** Request for Approval

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**Board Meeting Date:**

March 12, 2025

**Title of Board Item:**

Program Revisions

**Background:**

Under accreditation requirements, academic institutions are expected to review and update their courses to ensure they meet current standards. This request was reviewed and approved by the Curriculum and General Education Committee:

**Business, Arts, and Humanities Division**

This request was reviewed and approved by the Curriculum and General Education Committee:

1. Communication Studies for Transfer Degree 2.0

**Terms (if applicable):**

N/A

**Expense (if applicable):**

N/A

**Fiscal Impact Including Source of Funds (if applicable):**

N/A

**Approved:** \_\_\_\_\_

  
Dr. Leslie Minor, Interim Superintendent/President

# MEMO

To: Vice President of Instruction  
Vicki Jacobi, Curriculum Co-Chair

From: Adam Bledsoe

Division: Business, Arts and Humanities

Date: 2/6/2024  
Associate in Arts in Communication Studies for  
Transfer Degree 2.0

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Program Title: Communication Studies 2.0

## Type of Curriculum Change:

New Program       Substantial Program Change\*       Nonsubstantial Program Change\*

*\*For Program inactivations, please follow Administrative Procedure 4021*

I have reviewed the Program Review prior to updating this program:

Yes       No

## Justification for Request:

*Please enter a brief description of the background and rationale for the new program or for the changes if amending an existing program.*

We are updating the course ID for Introduction to Public Speaking to COMM 1000 in order to match CCN. We are adding COMM 1505 and COMM 1580 to List A and COMM 1550 to List B.

\*Program SLOs are required

## **NARRATIVE for Associate Degree for Transfer (ADTs)**

### **Item 1. Statement of Program Goals and Objectives**

The purpose of the **Associates in Arts in Communication Studies for Transfer Degree 2.0** is to equip students with the skills to communicate effectively in a variety of situations, both in future educational and career environments, while fostering awareness and sensitivity to diversity.

### **Item 2. Catalog Description**

The Associate in Arts in **Communication Studies for Transfer Degree 2.0** is designed to prepare students to continue studies toward a B.A. degree in Communication Studies, assist students in transferring to a CSU or for entry level into a variety of career options that require competent and ethical communication skills. Students who pursue advanced Communication degrees enjoy a multitude of career opportunities ranging from Public Relations Managers, Human Resources Specialists, Retail Managers, Politicians, Lawyers, College Professors, and numerous options in Mass Communications such as radio and television. Communication courses focus on how people use messages to generate meaning within and across various contexts, cultures, and channels.

Students must earn a “C” or better in all courses required for the major.

(1) Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:

(A) The Intersegmental GE Transfer Curriculum (IGETC) or the California State University GE-Breadth Requirements (CSU GE-Breadth).

(B) A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district.

(2) Obtainment of a minimum grade point average of 2.0.

ADTs include both Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. The law authorizing these degrees also requires that students must earn a “C” or better in all courses required for the major or area of emphasis. A “P” (Pass) grade is also an acceptable grade for courses in the major if the course is taken on a Pass/No Pass basis, where a Pass is defined as a “C” or better. Education Code § 66746(b) prohibits a community college district from imposing any additional course requirements for a student to be eligible for the associate degree for transfer, and subdivision (e) prohibits allowing remedial non-collegiate level coursework to be counted toward the units required for the associate degree for transfer (AA-T or AS-T). Title 5, § 55002(b) describes such courses as “nondegree-applicable credit courses.”

The designators for the Associate in Arts for Transfer (AA-T) and the Associate in Science for Transfer (AS-T) degrees have been established by the ASCCC and are reserved only for associate degrees that meet all requirements of SB 1440 and Education Code § 66746. The term “transfer degree” is likewise restricted to ADTs.

If the ADT program goal selected is “Career Technical Education (CTE) and Transfer,” list the potential careers students may enter upon completion.

**Items 3-21.**

No written response is required for Narrative Items #3–21. All ADTs are developed in accordance with SB1440. SB1440 was authorized with alignment and in compliance with Title 5, Chapter 6, Subchapter 2, sections 55100 and 55130. ADTs and corresponding transfer model curriculum (TMC) were developed collaboratively by intersegmental discipline faculty from the community colleges and the CSU. ADTs assist local community colleges in meeting master plan goals of enhancing transfer opportunities for students.

**Important Note:** Education Code section 66746 subdivision (b) prohibits a community college district from imposing any additional course requirements for a student to be eligible for an ADT, and subdivision (e) prohibits allowing remedial non-collegiate level coursework to be counted toward the units required for an ADT. If the college normally requires students to complete additional graduation requirements to obtain an associate degree, the catalog description must clearly state that the ADT does not require them.

**ADT Submission Form for Communication Studies 2.0**  
**CCC Major or Area of Emphasis:** Communication Studies  
**TOP Code:** 1506.00  
**CSU Major(s):** Communication, Communication Studies  
**Total Units:** 18 (*all units are minimum semester units*)

Form # 1001 Rev. 6:  
 09/01/22

In the four columns to the right under the **College Program Requirements**, enter the college's course identifier, title and the number of units comparable to the course indicated for the Form. If the course may be double-counted with or Cal-GETC, enter the GE Area to which the course is articulated. To review the GE Areas and associated unit requirements, please go to Chancellor's Office Academic Affairs page, RESOURCE section located at:

<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Educational-Services-and-Support/What-we-do/Curriculum-and-Instruction-Unit/Templates-For-Approved-Transfer-Model-Curriculum>

or the ASSIST website:

<https://www.assist.org/>.

The units indicated in the template are the **minimum** semester units required for the prescribed course or list. All courses must be CSU transferable. **All courses with an identified C-ID Descriptor must be submitted to C-ID prior to submission of the Associate Degree for Transfer (ADT) proposal to the Chancellor's Office.**

Where no **C-ID Descriptor** is indicated, discipline faculty should compare their existing course to the example course(s) provided in the TMC at:

<http://www.c-id.net/degereview.html>

Attach the appropriate ASSIST documentation as follows:

- *Articulation Agreement by Major (AAM)* demonstrating lower division preparation in the major at a CSU;
- *CSU Baccalaureate Level Course List by Department (BCT)* for the transfer courses; and/or,
- *CSU GE Certification Course List by Area (GECC)*.

The acronyms **AAM**, **BCT**, and **GECC** will appear in **C-ID Descriptor** column directly next to the course to indicate which report will need to be attached to the proposal to support the course's inclusion in the transfer degree. To access ASSIST, please go to <http://www.assist.org>.

**Associate in Arts in Communication Studies for Transfer Degree 2.0**  
**College Name: Taft College**

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	Cal-GETC
<b>REQUIRED CORE: (6 units)</b>					
Public Speaking (3)	COMM 110	COMM-1511 COMM C1000	Introduction to Public Speaking	3	

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	Cal-GETC
Interpersonal Communication (3)	COMM 130	COMM 1530	Interpersonal Communication	3	
<b>LIST A: Select three (9 units)</b>					
Argumentation or Argumentation and Debate (3)	COMM 120	COMM 1520	Argumentation and Debate	3	
Small Group Communication (3)	COMM 140	COMM 1507	Small Group Communication	3	
Forensics (Speech and Debate) (1) (3 units maximum)	COMM 160B				



TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	Cal-GETC
Intercultural Communication (3)	COMM 150	COMM 1505	Intercultural Communication	3	
Introduction to Communication Theory (3)	COMM 180	COMM 1580	Introduction to Communication Studies	3	
Introduction to Mass Communication (3) OR Communication and New Media (3)	JOUR 100 OR AAM	COMM 1510	Introduction to Mass Communication	3	
Oral Interpretation of Literature (3)	COMM 170				

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	Cal-GETC
Introduction to Persuasion (3)	COMM 190	COMM 1590	Introduction to Persuasion	3	
Any course articulated as lower division preparation in the Communication, Communication Studies major at a CSU. (3)	<i>AAM</i>				
<b>LIST B: Select one (3 units)</b>					
Any LIST A course not already used.					
Survey of Human Communication (3)	COMM 115				
Introduction to Cultural Anthropology (3)	ANTH 120				

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	Cal-GETC
Introductory Psychology (3)	PSY 110	PSYC 1500 PSYC C1000	Introduction to Psychology	3	
Introduction to Sociology (3)	SOCI 110	SOC 1510	Introduction to Sociology	3	
Introduction to Literature (3) <b>OR</b> Argumentative Writing and Critical Thinking (3)	ENGL 120 <b>OR</b> ENGL 105	ENGL 1600	Critical Thinking, Literature, and Composition	4	
Introduction to Reporting and Newswriting (3) <b>OR</b> Introduction to Journalism (3) See example courses on TMC.	JOUR 110  <b>OR</b> <b>AAM</b>				

TRANSFER MODEL CURRICULUM (TMC)		COLLEGE PROGRAM REQUIREMENTS			
Course Title (units)	C-ID Descriptor	Course ID	Course Title	Units	Cal-GETC
Any CSU transferrable Communication Studies course.	<i>BCT</i>	COMM 1550	Sports Broadcasting	3	
<b>Total Units for the Major:</b>		<b>Total Units for the Major:</b>		18-19	
<b>Total Units that may be double-counted</b> (The transfer GE Area limits must <u>not</u> be exceeded)					
<b>General Education (Cal-GETC) Units</b>					<b>34</b>
<b>Elective Units</b>					
<b>Total Degree Units (maximum)</b>					<b>60</b>

The new Curriculum Inventory System, launched in September 2012, has added new requirements to program proposals. Please fill out this form and include it with your degree or certificate submission.

**Program Title:** Communication Studies 2.0

**Program TOP Code:** 1506.00 - Speech Communication

The TOP code is assigned according to the content and outcomes of the program, and must conform closely to the TOP code given to similar programs in other colleges around the state. The TOP code reflects the main discipline or subject matter, thus the program TOP code will reflect the majority of required degree courses.

**Annual Completers:** 10

Number of students estimated to receive the degree or certificate each year after the program is fully established.

**Program Goal:** Transfer

Degree and Certificate programs may have the following specified program goals: Career Technical Education (CTE), Transfer, CTE & Transfer, and Other- Designed to meet community needs.

**Net Annual Labor Demand (CTE only):** N/A

For CTE programs only, fill in the estimated number of annual job openings, minus the annual number of program completers of other programs within the counties in the college service areas. In most cases, this figure must cover only the counties within the college's service area but for occupations considered to have a larger regional or statewide training and recruitment area, the larger area may be used.

**Faculty Workload:** 1.5

Provide the number of full-time equivalent faculty that will be dedicated to teaching the courses in this program, in the program's first full year of operation, regardless of whether they are new or existing faculty. This estimate is not the number of FTES (full time equivalent students) expected to be generated by the program. The number must be entered as a decimal—for example, one and a quarter full-time equivalent faculty would be entered as 1.25.

**New Faculty Positions:** 0

Provide the number (not FTEF) of separately identified new positions, both part- and full-time. For example, if three part-time positions will be new, then enter the number 3 (three). If existing faculty are sufficient for offering the program with courses and no plans exist to hire new faculty, enter 0 (zero).

**New Equipment:** 0

If new equipment will be acquired for this program, estimate (in dollars) the total cost from all sources, including district and state funds.

**New/Remodeled Facility:** 0

If new or remodeled facilities will be acquired for this program, estimate (in dollars) the cost from all sources, including district and state funds.

**Library Acquisitions:** \$1000

Provide the estimated cost (in dollars) of library and learning resources materials

**Program Review Date:** Spring 2022

Enter the month and year of the first scheduled review after it has been approved. For degrees/certificates with a program goal of "Career Technical Education (CTE)" or "Career Technical Education (CTE) and Transfer," pursuant to Education code section 78016 the degree/certificate must be reviewed every two (2) years.

**Gainful Employment:** N/A

Indicate if the program meets U.S. Department of Education gainful employment criteria. Not applicable for AA-T or AS-T degrees.

**Apprenticeship:** No

Select "No" if the program is not an apprenticeship. Select "Yes" if the program is an apprenticeship with approval from the Division of Apprenticeship Standards.

**Distance Education:** 25%

Indicate the extent to which the courses associated with the certificate are conducted via distance education; four choices are available, 0%, 1-49%, 50-99%, or 100%

**CTE Regional Consortium Approved:** No

For programs with a selected program goal of CTE or CTE and Transfer, by selecting "Yes" the college certifies that the certificate was approved by the CTE regional consortium. For a program with a selected goal that does not include CTE, this field is not required.

# BOARD AGENDA ITEM

**Date:** February 25, 2025

**Submitted by:** Jason Norris, Curriculum Technician, Instruction

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



**Subject:** Request for Approval

**Board Meeting Date:** March 12, 2025

**Title of Board Item:**

New Courses

**Background:**

Under accreditation requirements, academic institutions are expected to review and update their curriculum to ensure they meet current standards.

**Business, Arts, and Humanities Division**

This request was reviewed and approved by the Curriculum and General Education Committee:

1. COMM 1505 Intercultural Communication
2. COMM 1580 Introduction to Communication Studies

**Impact Including Source of Funds (if applicable):**

None

**Approved:** \_\_\_\_\_



Dr. Leslie Minor, Interim Superintendent/President

To: Dr. Leslie Minor Chief Instructional Officer  
Dr. Vicki Jacobi, Curriculum Co-Chair

From: L. Travis

Division: Business, Arts & Humanities

Date: 2/5/2025

Re: COMM 1505 Intercultural Communication  
(C-ID 150)

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**Type of Curriculum Change:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> New Course*        | <input checked="" type="checkbox"/> Substantial Course Change* |
| <input type="checkbox"/> Nonsubstantial Course Change* | <input type="checkbox"/> Course Inactivation                   |

**For Course Changes, why is this course being updated?**

- For C-ID
- As part of the 5 year review cycle
- Other (please explain): \_\_\_\_\_

**For New Courses, please enter a justification for the request:**

Intercultural Communication is a new course that was developed to be offered as one of the options in the TMC for the Communication Studies Degree.

**Programs Affected/Stand Alone:** **Addition to Taft College General Education:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Natural Science | <input type="checkbox"/> Social & Behavioral Science       | <input type="checkbox"/> English Composition |
| <input type="checkbox"/> Humanities      | <input type="checkbox"/> Communication & Critical Thinking |  |

**Justification for Addition to Taft College General Education:**



Intercultural Communication COMM 1505 (3 Units) CSU:UC

Advisory: Eligibility for English 1500 strongly recommended

## Hours and Unit Calculations:

48 hours lecture. (96 Outside-of-class Hours); (144 Total Student Learning Hours) 3 Total Units

Catalog Description: Introduction to intercultural communication in domestic and/or global contexts. Influence of cultures, languages, and social patterns on how members of groups relate among themselves and with members of different ethnic and cultural groups. Theory and knowledge of effective communication within and between cultures. Appreciation and comparison of communication among diverse groups within the larger context of American culture. C-ID: 150

Type of Class/Course: Degree Credit

## Texts:

Liu, S., Volcic, Z., & Gallois, C. (2023). *Introducing intercultural communication: Global cultures and contexts* (4<sup>th</sup> edition). UK: Sage Publications, Ltd. (ISBN 978-1529778762)

Martin, J.N., & Nakayama, T.K. (2022). *Experiencing intercultural communication: An introduction* (7<sup>th</sup> edition.). Mc Graw-Hill Higher Education. (ISBN 978-1260837445)

Neuliep, J. (2021). *Intercultural communication: A contextual approach* (8<sup>th</sup> edition). Thousand Oaks, CA: Sage Publications, Inc. (ISBN 978-1544348704)

Jandt, F.E. (2021). *An Introduction to intercultural communication: Identities in a global community* (10<sup>th</sup> edition). Thousand Oaks, CA: Sage Publications, Inc. (ISBN 978-1544383866)

Grothe, T. (2021). *Exploring intercultural communication*. (OER)

Ahrndt, S. (2020). *Intercultural communication*. University of Missouri-St. Louis. (OER).

Additional Required Materials: None

## Course Objectives:

By the end of the course, a successful student will be able to:

1. Recognize and articulate how core values, worldview, and communication patterns shape cultural and individual identity.
2. Identify the components of culture and communication and their interrelationship.
3. Explain how culture influences verbal and nonverbal communication.

4. Identify and explain the social and psychological variables of culture and its expression.
5. Discuss the diverse ways of thinking, perceptions and interpretations.
6. Compare and contrast intercultural communication strategies in various contexts.
7. Recognize barriers to effective intercultural competencies such as stereotyping, prejudice, and ethnocentrism.
8. Identify elements of common ground among diverse cultures. |

Student Learning Outcomes:

1. Develop an understanding of the relationship between culture, communication, and relational contexts and apply effective communication skills to a variety of intercultural interactions.
2. Analyze different verbal and nonverbal communication patterns across cultures.
3. Determine cultural values, beliefs, and rules, and their role in intercultural communication process.
4. Assess overt and covert cultural behaviors that manifest in the forms of communication, discrimination, and ethnocentrism.

Course Scope and Content:

- Unit I            Foundations of Intercultural Communication  
A. Studying Intercultural Communication  
B. Intercultural Communication  
C. History of Intercultural Communication  
D. Identity and Intercultural Communication
- Unit II            Components of Culture  
A. Worldview  
B. Core Values/Beliefs  
C. Norms and Roles  
D. Assimilation, Enculturation  
E. Ethics andMorals |
- Unit II            Intercultural Communication Processes  
A. Language|  
B. Verbal Issues in Intercultural Communication  
C. Nonverbal Communication Issues  
D. Perception  
E. Competencies |
- Unit III           Intercultural Communication in Everyday Life  
A. Popular Culture and Intercultural Communication  
B. Culture, Communication, and Conflict  
C. Intercultural Relationships in Everyday Life
- Unit IV           Barriers to Intercultural Communication  
A. Ethnocentrism  
B. Stereotyping  
C. Prejudice

- D. Discrimination
- E. Power
- F. Culture shock
- G. Racism

- Unit V      Social and Psychological Variables
- A. High Context/Low Context
  - B. Individualism/Collectivism
  - C. Power Distance
  - D. The Relationship Between Humans and Nature
  - E. Similarities and Differences in Communication Patterns

- Unit VI      Intercultural Communication in Applied Settings
- A. Intercultural Communication in Tourism Contexts
  - B. Intercultural Communication and Business
  - C. Intercultural Communication and Education
  - D. Intercultural Communication and Health Care

#### Learning Activities Required Outside of Class

The students in the class will spend a minimum of [ 6 ] hours per week outside of the regular class time doing the following:

1. Studying
2. Answering questions
3. Skill practice
4. Completing required reading
5. Written work
6. Observation of or participation in an activity related to course content

#### Methods of Instruction

1. Lectures
2. Discussions
3. Purposeful Collaboration
4. Activities
5. Independent Study

#### Methods of Evaluation

1. Quizzes and examinations
2. Projects
3. Oral and written assignments
4. Class participation
5. Other outside assignments

**Supplemental Data:**

T.O.P. Code:	1506.00 Speech Communication
Sam Priority Code:	E: Non-Occupational
Funding Agency:	Y: Not Applicable (funds not used)
Distance Learning:	Applicable
Program Status:	Y: Program Applicable
Noncredit Category:	Y: Not Applicable, Credit Course
Special Class Status:	N: Course is not a special class
Basic Skills Status:	N: Course is not a basic skills course
Prior to College Level:	Y: Not Applicable
Cooperative Work Experience:	N: Is not of a cooperative work experience education program
Eligible for Credit by Exam:	No
Eligible for Pass/No Pass:	C: Pass/No Pass
Discipline:	Communication Studies

To: Dr. Leslie Minor Chief Instructional Officer  
Dr. Vicki Jacobi, Curriculum Co-Chair

From: A. Bledsoe

Division: Business, Arts & Humanities

Date: 2/5/2025

Re: COMM 1580 Introduction to Communication  
Studies (C-ID 180)

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**Type of Curriculum Change:**

- New Course\*                       Substantial Course Change\*
- Nonsubstantial Course Change\*                       Course Inactivation

**For Course Changes, why is this course being updated?**

- For C-ID
- As part of the 5 year review cycle
- Other (please explain): \_\_\_\_\_

**For New Courses, please enter a justification for the request:**

Introduction to Communication Studies is a new course that was developed to be offered as one of the options in the TMC for the Communication Studies Degree.

**Programs Affected/Stand Alone:** **Addition to Taft College General Education:**

- Natural Science                       Social & Behavioral Science                       English Composition
- Humanities                                       Communication & Critical Thinking

**Justification for Addition to Taft College General Education:**

COMM 1580 Introduction to Communication Studies (3 Units) CSU: UC

Advisory: Eligibility for English 1500 strongly recommended

## Hours and Unit Calculations:

48 hours lecture. (96 Outside-of-class Hours); (144 Total Student Learning Hours) | 3 Total Units

Catalog Description: A survey of the discipline of communication studies with emphasis on multiple epistemological, theoretical, and methodological issues relevant to the systematic inquiry and pursuit of knowledge about human communication. This course explores the basic history, assumptions, principles, processes, variables, methods, and specializations of human communication as an academic field of study.  
C-ID: 180

Type of Class/Course: Degree Credit

## Texts:

Beebe, S.A., Beebe, S.J., & Ivy, D.K. (2022). *Communication principles for a lifetime* (8<sup>th</sup> ed.). Pearson.  
ISBN 978-0-1369-6792-7London, D. K. (2020). *A practical introduction to communication for community college and beyond* (2<sup>nd</sup> ed.).  
Cognella Academic Publishing. ISBN 978-1-7935-0672-6McCormack, S. & Ortiz, J. (2023). *Choices & Connections: An introduction to Communication* (4<sup>th</sup> ed.).  
MacMillan Higher Education. ISBN 978-1-319-48521-4O'Hair, D., Weimann, M., Imrich Mullin, D., Teven, J. (2021). *Real communication: An introduction* (5<sup>th</sup> ed.).  
Bedford/St. Martin's. ISBN 978-1-319-20174-6Adler, R., & Rodman, G., & Du Pre, A. (2021). *Essential communication* (3<sup>rd</sup> ed.). Oxford University Press.  
ISBN 978-0-197-54431-0Green, K., Fairchild, R., Knudsen, B., & Lease-Gubrund, D. (2021). *Introduction to Communication*.  
LibreTexts.Paynton, S.T., & Hahn, L.K. (2021). *Introduction to Communication*. LibreTexts.

Additional Required Materials: None

## Course Objectives:

By the end of the course, a successful student will be able to:

1. Explain and apply the basic concepts of the field of communication.
2. Discuss the history of the study of human communication.
3. Critically discuss and write about human communication theories and events.
4. Compare and contrast the basic research methods for the evaluation of human communication phenomena.
5. Explain the contextual, cultural, and social foundations of human communication.
6. Demonstrate a basic knowledge of the specializations comprising the communication discipline.
7. Demonstrate an understanding of ethical perspectives in communication.
8. Summarize and explain an expanded world perspective that demonstrates an appreciation of the diverse range of individuals, communities, and viewpoints.

#### Student Learning Outcomes:

1. ~~Students identify~~ Apply the elements of the communication model as they apply to a variety of communication contexts.
2. ~~Students~~ Demonstrate a basic understanding of human communication theories and events related to culture, self-concept, perception, listening, verbal communication, and nonverbal communication.
3. ~~Students~~ Demonstrate an understanding of ethical communication behaviors and perspectives including the role communication plays in creating a culture of inclusion.

#### Course Scope and Content:

- Unit I            Principals of Communication
- A. Identifying Foundations of Human Communication
  - B. History of Communication Study
  - C. Exploring Self-Awareness and Communication
  - D. Understanding Verbal Messages
  - E. Understanding Nonverbal Messages
  - F. Listening and Responding
  - G. Adapting to Others: Diversity and Communication
- Unit II            Interpersonal Communication
- A. Understanding Interpersonal Communication
  - B. Enhancing Relationships
- Unit III           Communication in Groups and Teams
- A. Understanding Group and Team Performance
  - B. Enhancing Group and Team Performance
- Unit IV           Public Speaking
- A. Developing Your Speech
  - B. Organizing and Outlining Your Speech
  - C. Delivering Your Speech
  - D. Speaking to Inform
  - E. Speaking to Persuade

#### Learning Activities Required Outside of Class:

The students in the class will spend a minimum of 6 hours per week outside of the regular class time doing the following:

1. Studying
2. Answering questions
3. Skill practice
4. Completing required reading
5. Written work
6. Observation of or participation in an activity related to course content

**Methods of Instruction**

1. Lectures
2. Discussions
3. Purposeful Collaboration
4. Activities
5. Independent Study

**Methods of Evaluation**

1. Quizzes and examinations
2. Projects
3. Oral and written assignments
4. Class participation
5. Other outside assignments

**Supplemental Data:**

T.O.P. Code:	1506.00 Speech Communication
Sam Priority Code:	E: Non-Occupational
Funding Agency:	Y: Not Applicable (funds not used)
Distance Learning:	Applicable
Program Status:	Y: Program Applicable
Noncredit Category:	Y: Not Applicable, Credit Course



Special Class Status:	N: Course is not a special class
Basic Skills Status:	N: Course is not a basic skills course
Prior to College Level:	Y: Not Applicable
Cooperative Work Experience:	N: Is not of a cooperative work experience education program
Eligible for Credit by Exam:	No
Eligible for Pass/No Pass:	C: Pass/No Pass
Discipline:	Communication Studies

**Date:** February 25, 2025  
**Submitted by:** Jason Norris, Curriculum Technician, Instruction  
**Area Administrator:** Dr. Leslie Minor, Vice President of Instruction *lm*  
**Subject:** Request for Approval

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:**

Course Inactivations

**Background:**

Under accreditation requirements, academic institutions are expected to review and update their courses. This request was reviewed and approved by the Curriculum and General Education Committee:

**Sciences and Mathematics:**

1. MATH 0230 Basic Mathematics
2. MATH 0240 Pre-Algebra

**English Language Arts:**

1. ENGL 1000 Interactive Writing and Grammar

**Fiscal Impact Including Source of Funds (if applicable):**

N/A

**Approved:** \_\_\_\_\_



Dr. Leslie Minor, Interim Superintendent/President

# BOARD AGENDA ITEM

**Date:** February 28, 2025  
**Submitted by:** Dr. Devin Daugherty, Dean of CTE and Workforce Development  
**Area Administrator:** Dr. Leslie Minor, Interim Superintendent/President  
**Subject:** Request for Approval

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**Board Meeting Date:**

March 12, 2025

**Title of Board Item:**

Clinica Sierra Vista Clinical Training Program Agreement for Emergency Medical Technician, Paramedic, Medical Assisting, and Nursing Students.

**Background:**

This agreement will allow Taft College Allied Health Students to complete clinical requirements at any of their facilities in California.

**Terms (if applicable):**

Effective April 1, 2025 for a period of three years.

**Expense (if applicable):**

None

**Fiscal Impact Including Source of Funds (if applicable):**

None

**Approved:**   
Dr. Leslie Minor, Interim Superintendent/President

CLINICA SIERRA VISTA  
AND  
WEST KERN COMMUNITY COLLEGE DISTRICT  
CLINICAL TRAINING PROGRAM AGREEMENT

This CLINICAL TRAINING PROGRAM AGREEMENT ("Agreement") is made and entered into the 1st day of April 2025 ("Effective Date"), by and between **Clinica Sierra Vista**, and **Taft College** (aka West Kern Community College District), Allied Health Programs, an accredited institution.

RECITALS:

- A. Taft College desires to provide its students who are currently participating in Allied Health Programs with the benefit of educational opportunities and facilities for clinical experience.
- B. Taft College wishes to provide such experience for its students by requesting that Clinica Sierra Vista provide students with clinical experience by means of placement with Clinica Sierra Vista for purposes of clinical rotation.
- C. Clinica Sierra Vista has agreed to contribute to Taft College by providing certain clinical education opportunities for experience for students at Taft College, at no cost to Taft College or the students.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter to set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement. Taft College hereby engages Clinica Sierra Vista, and Clinica Sierra Vista accepts such engagement pursuant to the terms and provisions of this Agreement, to provide Taft College students with certain clinical education opportunities by providing clinical patient experiences.

2. Parties Responsibilities.

2.1 Clinica Sierra Vista shall:

- 2.1.1 provide clinical patient opportunities at no cost to Taft College or students.
- 2.1.2 make available certain Clinica Sierra Vista facilities for Allied Health students.
- 2.1.3 permit the students to observe and participate in the provision of certain clinical experiences provided by Clinica Sierra Vista at their sole discretion.

2.2 Taft College shall:

- 2.2.1 after consultation with Clinica Sierra Vista, plan, coordinate and implement the Allied Health courses providing for the assignment of students to Clinica Sierra Vista. Taft College shall include a student orientation, which shall be a mandatory prerequisite for each student before such a student is placed with Clinica Sierra Vista. Such orientation may consist of instruction regarding specific Clinica Sierra Vista protocols, policies, and procedures as mutually agreed upon by the parties.

2.2.2 after consultation with Clinica Sierra Vista, select suitable clinical experience opportunities and situations in patient care to be experienced by the students to help the student to meet the objectives of Taft College's prescribed educational curriculum in Allied Health courses.

2.2.3 perform all administrative and screening functions relating to Taft College, including, without limitation: verification that all students meet all state eligibility requirements; confirmation of the students' credentials and background, including a full criminal background record check; admission of the students; scheduling of the course and teaching the course; and maintenance of attendance and achievement records.

2.2.4 as soon as such information is available to Taft College, notify Clinica Sierra Vista, in writing, of the planning schedule of the student assignments to Clinica Sierra Vista, specifically the number of students to be placed with Clinica Sierra Vista, and the dates of such placement. The schedule, student assignments and number of students will be subject to written approval by Clinica Sierra Vista, such approval to be at the sole discretion of Clinica Sierra Vista.

2.2.5 keep Clinica Sierra Vista informed of changes in Taft College policy, the students' eligibility, participation and/or any other information related to the course.

2.2.6 provide adequate supervision of students placed with Clinica Sierra Vista. Clinica Sierra Vista shall have the right, exercisable in its sole discretion, to refuse all or any number of scheduled assignments, if, in Clinica Sierra Vista's sole discretion, if Clinica Sierra Vista determines that the supervision of any scheduled assignment is not adequate.

2.2.7 instruct students regarding the need for confidentiality of all patient information and records in accordance with all applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") and the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), all as amended. In the event a student discusses Protected Health Information in a Taft College course, Taft College shall comply with the requirements of a Business Associate as outlined in Exhibit 8. Upon request, Taft College shall provide Clinica Sierra Vista with a copy of all related training materials.

2.2.8 instruct students that they must comply with all policies and procedures of Clinica Sierra Vista while participating in activities of Allied Health courses.

2.2.9 provide Clinica Sierra Vista with documentation indicating that students have:

- (i) completed training in all applicable Occupational Safety and Health Administration (OSHA) Regulations, or state program, whichever is applicable.
- (ii) been immunized against Hepatitis B or have signed the OSHA declination.
- (iii) received an annual Tuberculosis skin test, chest X-ray or other appropriate health test or survey.
- (iv) been immunized against Measles and Rubella.

(v) complied with all applicable Law requirements to the students' eligibility and participation in Allied Health courses.

(vi) provided sufficient training of HIPAA regarding patient confidentiality requirements and/or Protected Health Information.

Taft College shall ensure that prior to any student beginning participation in clinical educational opportunities with Clinica Sierra Vista that all the above requirements have been completed or satisfied. Taft College shall be solely responsible for obtaining, maintaining, and ensuring such requirements and their verification of such documentation for each student is completed.

2.2.10 ensure, in as much as reasonably possible, that students are free of communicable diseases by requiring each student to undergo health screenings prior to placement with Clinica Sierra Vista. Taft College shall ensure that prior to any student beginning participation in clinical training activities with Clinica Sierra Vista that all the above requirements have been completed or satisfied. Taft College shall be solely responsible for obtaining, maintaining, and ensuring this requirement and their verification for each student is completed.

2.2.11 Subject to the anti-discrimination provisions of Paragraph 12 of this Agreement, upon Clinica Sierra Vista's oral or written request, which may be made in its sole discretion, Taft College shall immediately remove any student from assignment with Clinica Sierra Vista.

3. **Term and Termination.** The term of this Agreement shall be for a period of three (3) years commencing upon the Effective Date ("Initial Term"). Renewal of this agreement will require an addendum or new agreement. Notwithstanding the above, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

4. **No Financial Consideration.** Aside from the provisions expressly stated herein, neither party shall have any monetary obligation to the other, to Allied Health students or to instructors.

5. **Exclusion of Certain Damages.** In no event shall either party, its affiliates or any of their respective directors, officers, members, shareholders, employees, agents, or subcontractors be liable to the other and/or to the students for lost profits, special, consequential, incidental, or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability, negligence or other legal or equitable theory, whether or not the party has been advised of the Clinica Sierra Vista and West Kern Community College District Minor Site Rotational Agreement possibility of such damages.

6. **Indemnification.** Each party, its respective officers, directors, affiliates, employees and students ("Indemnitor") shall indemnify, hold harmless and defend the other party, its respective officers, directors, affiliates, employees and students ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, and destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of applicable law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's:

- (i) breach of this Agreement,
- (ii) its negligent or willful act(s) or omission(s), or
- (iii) its violation of any applicable law, or

(iv) any employment, workers' compensation, or other related claim by indemnitor's employees, agents, or subcontractors.

Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by applicable law.

7. Duty/Failure to Defend. Upon the written request of Clinica Sierra Vista, Taft College shall be called upon to assume the settlement, compromise and/or defense of any claim made, or suit brought or proceeding instituted against Clinica Sierra Vista arising out of this Agreement. If, in the sole opinion of Clinica Sierra Vista, Taft College fails to diligently defend such claim, suit or proceeding, Clinica Sierra Vista may retain counsel of its own choice and settle, compromise, or defend such claim, suit or proceeding, with resulting costs of settlement, compromise or defense, including attorneys' and experts' fees, to be borne by Taft College.

8. Insurance. Taft College shall maintain at all applicable times, at its own expense, comprehensive general liability, and professional liability insurance in amounts equal to at least \$1,000,000 per occurrence and an umbrella equal to at least \$5,000,000 annual in the aggregate. At least ten (10) days prior to the first student placement and the commencement of the Clinica Sierra Vista clinical experience activities, Taft College shall furnish to Clinica Sierra Vista satisfactory evidence such insurance in the form of an insurance certificate from the insurance carriers (or risk management office if issued by a governmental unit) evidencing such coverage, naming Clinica Sierra Vista an additional insured on its policy and stating that the insurance carriers/risk management office will not cancel the policies or change insurance limits or fail to renew the policies without giving Clinica Sierra Vista at least thirty (30) days advance written notice. Such insurance shall be considered the primary insurance policy covering any act or omission occurring in the performance of this Agreement.

Clinica Sierra Vista shall maintain at all applicable times, at its own expense, comprehensive general liability, and professional liability insurance in amounts equal to at least \$1,000,000 per occurrence and an umbrella equal to at least \$5,000,000 annual in the aggregate. At least ten (10) days prior to the first student placement and the commencement of the Taft College clinical experience activities, Clinica Sierra Vista shall furnish to Taft College satisfactory evidence such insurance in the form of an insurance certificate from the insurance carriers (or risk management office if issued by a governmental unit) evidencing such coverage, naming Taft College an additional insured on its policy and stating that the insurance carriers/risk management office will not cancel the policies or change insurance limits or fail to renew the policies without giving Taft College at least thirty (30) days advance written notice. Such insurance shall be considered the primary insurance policy covering any act or omission occurring in the performance of this Agreement.

Taft College and Clinica Sierra Vista shall provide the other party with a Certificate of Insurance prior to student placement.

## 9. Representations and Warranties.

9.1 Each party represents and warrants to the other that:

- (i) it has the right to enter into this Agreement.
- (ii) to grant the rights granted in this Agreement and to perform fully all the services and obligations contemplated by this Agreement.
- (iii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party.
- (iv) the parties have reviewed this Agreement with legal counsel to the party's satisfaction or voluntarily waived their right to do so.

9.2 Taft College warrants that:

- (i) all information, documentation and verifications supplied to, and all representations made to Clinica Sierra Vista shall be true, accurate and complete and in the event such information, documentation, verifications, or representation(s) made herein become inaccurate or incomplete, Taft College will promptly notify Clinica Sierra Vista in writing of such occurrence.
- (ii) it shall perform all its obligations under this Agreement in compliance with all applicable law.
- (iii) the students' placed with Clinica Sierra Vista meet all state eligibility requirements including all credential, background, and criminal record admission criteria.

10. Independent Contractor. Nothing in this Agreement shall be construed as creating anything other than an independent contractor relationship among Taft College, students, faculty, other employees and agents of Taft College and Clinica Sierra Vista (and any of their employees, contractors, or affiliate entities), nor shall anything be construed as creating an employment relationship, agency, partnership, or joint venture among the parties. Neither among Taft College, its students, faculty, other employees, and agents of Taft College nor Clinica Sierra Vista shall have any obligation, responsibility, or authority to act on behalf of or in the nature of the other, or to bind the other in any manner whatsoever, or to control or direct the methods by which either party performs its responsibilities.

11. Confidential Information. In addition to Protected Health Information as defined by HIPAA, during the course of performing this agreement, each party may from time to time receive confidential information about the other including but not limited to information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. Clinica Sierra Vista 's copyrighted materials, confidential information and procedures shall be and remain the sole property of Clinica Sierra Vista. Subject to Taft College's duty to comply with California's Public Records Act, if a party is served with a subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after the receipt) notify the supplying party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue. Clinica Sierra Vista may, from time to time, gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to Clinica Sierra Vista of student record information in violation of section 1232(g) or of any similar state law. Clinica Sierra Vista agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

12. Anti-Discrimination. In connection with its activities hereunder, neither party shall violate those federal and State laws which prohibit discrimination, harassment and retaliation based upon race, nationality, ethnicity, gender, sexual orientation, disability, or any other protected classification. Each party shall hold harmless, indemnify, and defend the other against any claim or suit alleging that the indemnitor has unlawfully discriminated or harassed or retaliated against the claimant in violation of federal or State anti-discrimination laws.



13. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered, or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

**To Clinica Sierra Vista:**

Clinica Sierra Vista  
Attn:

**To Taft College:**

Taft College  
Dr. Devin Daugherty, Dean of CTE and Workforce Development  
29 Cougar Court  
Taft, CA 93268

West Kern Community College District  
Dr. Leslie Minor, Interim Superintendent/President  
29 Cougar Court  
Taft, CA 93268

Either party may change the listed addresses with proper written notification.

14. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion, or inability due to any of the aforementioned causes to obtain labor, materials, roadways, or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed and shall notify the other party of the problem.

15. Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses.

16. Publicity & IP Provision. Taft College shall not use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of Clinica Sierra Vista or disclose without Clinica Sierra Vista's express prior written consent. Taft College shall not identify or make reference to Clinica Sierra Vista in any communication, advertising, or other promotional modality regardless of its form without explicit prior written consent from Clinica Sierra Vista.

17. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. Notwithstanding the above, with reasonable notice to Taft College, Clinica Sierra Vista may assign or subcontract its obligations under this Agreement. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.

18. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.

19. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

20. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

21. Headings. The headings used in this Agreement are for convenience only and do not limit the contents of this Agreement.

22. Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of a person, persons, or entity may require.

23. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. Agreement when used throughout this Agreement shall include all referenced Exhibits.

24. Governing Law. This Agreement shall be subject to and governed according to laws of the State of California, regardless of whether either party is or may become a resident of another state. The Parties agree that the venue and jurisdiction shall be exclusively in the state and federal courts located in the County of Kern in the State of California.

25. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.

26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

Clinica Sierra Vista:

By: \_\_\_\_\_

Name:

Job Title

Date: \_\_\_\_\_

West Kern Community College District:


By: \_\_\_\_\_

Name: Dr. Leslie Minor

Interim Superintendent/President

Date: \_\_\_\_\_

# BOARD AGENDA ITEM

**Date:** February 28, 2025  
**Submitted by:** Dr. Devin Daugherty, Dean of CTE and Workforce Development  
**Area Administrator:** Dr. Leslie Minor, Interim Superintendent/President   
**Subject:** Request for Ratification

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**Board Meeting Date:**

March 12, 2025

**Title of Board Item:**

Dignity Health Educational Training Agreement for Emergency Medical Technician, Paramedic, Medical Assisting, and Nursing Students.

**Background:**

This agreement will allow Taft College Allied Health Students to complete clinical requirements at any of their facilities in California.

**Terms (if applicable):**

February 1, 2025 – July 31, 2025

**Expense (if applicable):**

None

**Fiscal Impact Including Source of Funds (if applicable):**

None

**Approved:**   
Dr. Leslie Minor, Interim Superintendent/President

EDUCATIONAL TRAINING AGREEMENT

THIS EDUCATIONAL TRAINING AGREEMENT ("Agreement") is made and entered into by and between the Dignity Health and/or Dignity Community Care affiliated entity(ies) identified in the Key Informational Terms below (each, a "Training Site"), and the educational institution identified in the Key Informational Terms below ("School"). Training Site and School (each a "Party" and collectively the "Parties") agree as follows:

KEY INFORMATIONAL TERMS

A. Training Site(s).

Dignity Health, a California nonprofit public benefit corporation, on behalf of its California affiliated hospitals and ancillary facilities

Dignity Community Care, a Colorado nonprofit corporation, on behalf of its California affiliated hospitals and ancillary facilities

State in which Training Site is located: California ("State")

B. Training Site Notice Address.

Dignity Health – Clinical Education
1700 Tribute Road, Suite 100
Sacramento, CA 95815

Copy to: CommonSpirit Health Legal Team
185 Berry Street, Suite 200
San Francisco, CA 94107

C. School's Name and Description.

West Kern Community College District

D. School's Notice Address.

29 Cougar Court
Taft, CA 93268

E. Term. This Agreement commences on February 1, 2025 (the "Effective Date") and expires on July 31, 2025(the "Expiration Date").

F. Without Cause Termination. Number of days' notice required for without cause termination: 30

G. Parts. This Agreement is comprised of the following parts:

- (i) Part I Terms and Conditions.
(ii) Part II Background Checks and Health Screening Process.
(iii) Part III Sample Letter of Attestation.
(iv) Part IV Confidentiality Statement
(v) Part V Student Declaration of Responsibilities
(vi) Part VI Student-Employee Unpaid Educational Training Agreement

IN WITNESS WHEREOF, Training Site and School have caused this Agreement to be executed as of the dates below, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement.

TRAINING SITE(S)

Dignity Health Training Site(s)

Printed Name/Title:
Date:

Dignity Community Care Training Site(s)

Printed Name/Title:
Date:

SCHOOL

[Handwritten Signature]

Printed Name/Title: Dr. Leslie Minor / Interim Superintendent / President
Date: 3/3/2025

**Part I**  
**EDUCATIONAL TRAINING AGREEMENT**  
**TERMS AND CONDITIONS**

**I. GENERAL INFORMATION**

1.1 **Program Covered under this Agreement.** School provides and conducts various educational and/or academic programs (“***Program(s)***”) for its students (at times referred to herein individually as a “***Student***” or, collectively, as “***Students***”), and such Program(s) require clinical and/or non-clinical experience so that the Student(s) can fulfill an academic requirement (collectively, the “***Field Experience***”).

1.2 **Program under Jurisdiction of School.** Any Program that is covered under this Agreement is an education Program of the School and not of the Training Site. Accordingly, any Student participating in the Program shall at all times be under the exclusive jurisdiction of the School as set forth herein. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including any plans for such activities, shall be subject to the approval of the Training Site. School assumes responsibility for assuring that each Student does nothing detrimental to the Training Site patients, and that each Student observes and complies with the rules and regulations of the Training Site as more specifically set forth herein.

1.3 **Primary Contacts.** Each Party shall designate a primary contact and an alternate (collectively “***Primary Contact***”) respectively, who shall coordinate with each other in the planning, development, implementation and coordination of the Program(s) to be provided to the Students. There will be ongoing communications and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

1.4 **Application of Agreement to Program(s).** The School’s Primary Contact shall determine in advance with the Training Site’s Primary Contact from time to time during the term of this Agreement as to which Program(s) provided by the School are included under this Agreement. Such information shall be separately documented by both the School and the Training Site.

1.5 **Preliminary Information.** Once it is determined among the Parties as to which Program shall be conducted at Training Site, the School and the Training Site shall agree before the beginning of that particular Field Experience upon the following: the location(s) and/or the clinical care unit(s) where the training will occur; the number and identity of the Student(s) participating in the training for the particular Program; and the period of time for each Student’s training, including without limitation date of arrival and date of completion. Such information shall be separately documented by both the School and the Training Site.

1.6 **Supervision.** School shall maintain responsibility for Student activities and conduct while at Training Site, and shall maintain supervision over the Program(s) (including all grading); however, Training Site shall provide appropriate Field Experience.

1.7 **Cooperation and Coordination with Training Site.**

(a) In order to assure the effectiveness of each Program, School and Training Site will work together in planning and implementing the Program, and in this connection shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and establish such matters as the time and place of education and the number of Students to participate in the Program at any one time.

(b) School and Training Site shall also consult with each other with respect to a Student evaluation process pertaining to the Field Experience.

(c) School and Training Site shall in addition cooperate to ensure a positive learning environment for all Students, monitor the learning environment and engage each other in addressing negative influences when detected. Further, School and Training Site shall cooperate so that each Student assumes progressively an increase in Field Experience according to that Student’s level of education, ability and experience, with School determining the appropriate level of Field Experience.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program as set forth herein.

1.8 **Instructors/Clinical Preceptors.**

(a) If applicable, School is responsible for obtaining instructor(s) and/or preceptor(s) authorized by the Training Site to supervise all instruction and Student activities for the Program at Training Site, except for any particular course(s) that use clinical preceptors (instructors and preceptors obtained by School shall be at times referred to herein individually as an “***Instructor***” or, collectively, as “***Instructors***”). In the case of any Student undertaking an education and/or academic program to become a physician assistant, nurse practitioner, nurse midwife, certified registered nurse anesthetist or other mid-level licensed independent practitioner in training (collectively “***Mid-Level Student***”): (i) said Instructor shall be a member of the Medical Staff of the Training Site; (ii) said Instructor shall not serve as a preceptor for more than one (1) Mid-Level Student at any given time;

and (iii) School shall submit to Training Site verification of the School's agreement with said Instructor and of the Instructor's agreement to comply with all applicable statutes and regulations governing preceptors.

(b) With respect to Mid-Level Students, School shall comply, and shall require each Mid-Level Student to comply, with the Training Site Rules and the Medical Staff Rules (as defined in Section 4.1 below), as well as the standards of The Joint Commission, as applicable. In addition, School shall advise the Mid-Level Student that the Mid-Level Student has no rights pursuant to the Medical Staff Rules, including, but not limited to, any hearing rights.

(c) Training Site shall provide an adequate number of qualified personnel to supervise any particular course(s) requiring clinical preceptor(s), and Training Site shall retain ultimate responsibility for care provided to patient(s) while the Student participates in the Field Experience, including ensuring that all appropriate patient consents are obtained. In the case of Mid-Level Students, the Instructor, as a member of the Training Site Medical Staff, shall be responsible for patient care and shall ensure that all appropriate patient consents are obtained.

(d) If this Agreement is intended to facilitate School assigning or placing nursing or Mid-Level Students at Training Site, School shall ensure that the Instructor is at all times present at the Training Site any time its Students are present in accordance with the terms of this Agreement, including both "prep time" and "clinical time." At no time will School direct its nursing or Mid-Level Students into Training Site unaccompanied or unsupervised without the Training Site's consent.

## II. SCHOOL'S RESPONSIBILITIES

2.1 Accreditation. School shall maintain accreditation(s) appropriate for its location and the program(s) it offers, including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) If requested by Training Site, School shall deliver each year to the Training Site Primary Contact an electronic copy of School's annual report as filed with its programmatic accreditor, and shall do so no later than forty-five (45) days after School's due date for filing said annual report.

(ii) School shall further deliver to the Training Site Primary Contact electronic copies of any written communication by and between School and its programmatic accreditor that pertains to changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within forty-five (45) days of School's sending or receipt of same.

(c) Appropriate State licensing and credentials of its entities and employees, as applicable, and shall, upon Training Site's request, furnish additional evidence of such accreditation, licensing and/or credentials.

2.2 Student/Instructor Contact Information. School shall complete and send to the Training Site Primary Contact a profile for each Student enrolled in the Program(s) (and, if applicable, each Instructor employed by the School), which shall include the Student's/Instructor's name, address and telephone number prior to the beginning of the planned Field Experience. Training Site shall regard this information as confidential. Training Site also reserves the right to develop, implement and require an online registration system, which School and/or Student(s) may use to enter the above and additional information including without limitation email address, job experience, credentials and attestation. School may incur a charge, payable to Training Site or the online registration vendor, for Student and/or Instructor access to the online registration system.

2.3 Schedule of Assignments. School shall notify the Training Site Primary Contact of its requested schedule of Student assignments and/or any changes in Student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Field Experience not less than thirty (30) days prior to the planned Field Experience. This schedule shall be subject to Training Site's approval, which approval shall not be unreasonably withheld.

2.4 Approval and Qualification. Only Students who have satisfactorily completed the pre-Field Experience didactic portion of the Program, which is prerequisite to the Field Experience, shall participate in the Field Experience. The number of Students to participate in the Field Experience at any one time is subject to Training Site's prior written approval.

2.5 Planning and Educational Objectives. School shall plan the educational Program, and shall provide to the Training Site Primary Contact a copy of the Program and/or unit-specific learning and/or performance objectives and skills checklist as appropriate for the training, plus a copy of the appropriate clinical program handbook. School shall also provide assurance that the Student assigned is academically prepared to meet such objectives.

2.6 Records. School shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), and, if applicable, personnel records for its Instructor(s), in accordance with all legal requirements, for a period of not less than five (5) years.

2.7 Rules and Regulations. School shall enforce rules and regulations governing the Student(s) as mutually agreed upon by School and Training Site. School shall also use all reasonable efforts to assure each Student's compliance with the Training Site's policies and procedures, rules and regulations, including without limitation preservation of confidentiality with respect to all patient related information accessed and/or acquired in the course of the Field Experience.

2.8 Health Policy. School shall provide to Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, proof that such Student/Instructor meets the health screening requirements set forth in Section D of Part II. School shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site if the Student/Instructor does not meet the health screening requirements and/or is a known carrier of an infectious or communicable disease. If such information reasonably suggests that patients of the Training Site may be placed at risk by the presence of a particular Student/Instructor, Training Site reserves the right to refuse to allow such Student/Instructor to participate in Field Experience at the Training Site. Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

2.9 Bloodborne Pathogen Training. School shall assure that each Student assigned to Training Site, prior to any observation period or participation in any Field Experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Training Site upon request.

2.10 Student/Instructor Responsibilities. School shall notify each Student and Instructor that the Student and/or Instructor, as applicable, must:

- (a) Follow the policies, procedures, rules and regulations of the Training Site as applicable, including the Training Site's dress code.
- (b) Arrange for his/her own support, maintenance, transportation and living arrangements when not provided by School.
- (c) Obtain and maintain, at his/her own cost, his/her own individual health insurance.
- (d) Assume responsibility for care for his/her personal illness, all necessary immunizations, tuberculin test and initial drug screening as required by Training Site.
- (e) Maintain confidentiality of patient information, as more fully set forth in Article IX below.
- (f) Wear photo ID name badges identifying him/herself as a Student/Instructor of the School.
- (g) Attend and complete orientation at the Training Site, or other designated location and/or means, provided by Training Site prior to Student/Instructor's assignment at Training Site. In addition, Students/Instructors, at School or Student's expense, must complete and submit proof to Training Site of training on: environment of care, national patient safety goals, and patient privacy, as required by Training Site.
- (h) Notify Training Site management immediately of any perceived or suspected violation of federal or State laws at Training Site.
- (i) Sign the Confidentiality Statement attached hereto as Part IV and, in the case of Students, the Student Declaration of Responsibilities attached hereto as Part V.

2.11 Background Checks.

(a) For each Student eighteen years (18) years of age or older, and for each Instructor, Training Site requires School to provide proof of a lawful background check for each Student and Instructor before the planned Field Experience. The background check shall meet, and shall be conducted in accordance with, the requirements set forth in Part II. The results of the background check shall be scored based on the Background Screening Scoring Guidelines (the "Guidelines"), as the same are set forth in Part II. School shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site in the event that, based on the Guidelines, such Student/Instructor scores other than a "Pass" on the background check. If any information obtained through the background check may indicate that patients of Training Site may be placed at risk by the presence of a particular Student and/or Instructor, Training Site reserves the right to refuse to allow such Student and/or Instructor to participate in the Program(s) at Training Site. Training Site is not financially responsible for the background check.

(b) For each Student less than eighteen (18) years of age, School represents and warrants that, prior to Student's participation in the Field Experience, School has obtained, and shall maintain in Student's file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Training Site to audit at any time.



## 2.12 Required Documentation.

(a) School shall assure that each Student maintains medical insurance, and that each Student has complied with such other requirements upon request of Training Site, and has submitted documentation of such compliance. Such documentation shall include without limitation that each Student has signed the Confidentiality Statement attached hereto as Part IV and the Student Declaration of Responsibilities attached hereto as Part V outlining his/her responsibilities prior to the commencement of Student's Field Experience at the Training Site (NOTE: should Student also be an existing employee of Training Site and the Student performs the Field Experience at the same time as performing work for Training Site, Student shall not be required to sign Part V; instead, such Student shall sign Part VI, and such Student's relationship with Training Site shall be governed by Student's employment relationship with Training Site).

(b) School shall provide to the Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, a letter in the form attached as Part III, or in another form as requested by Training Site, attesting that the Student/Instructor has successfully completed the background check, drug screen, health screening, and orientation requirements as outlined in this Agreement.

(c) NOTE: notwithstanding anything in this Agreement to the contrary, in the case of Instructors for Mid-Level Students, the Instructor shall not be required to sign Part III. School shall not have the obligations set forth in Section 2.8 (Health Policy) or Section 2.11 (Background Checks) with respect to such Instructor, and the School shall not be required to submit to Training Site a letter of attestation for such Instructor; rather such Instructor's relationship with Training Site shall be governed in all respects by the Instructor's status as a member of the Medical Staff of Training Site.

### III. TRAINING SITE'S RESPONSIBILITIES

3.1 Access to Training Site. Training Site shall permit only authorized Instructors and only the mutually agreed upon Students enrolled in the Program(s) access to the Training Site as appropriate and necessary for the Program(s), including classroom and conference room space when available, provided that the Instructor(s) or Student(s) shall not interfere with the Training Site's regular activities.

3.2 Education Opportunities. Training Site shall provide opportunities to each Student to enable him/her to acquire clinical and/or non-clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Training Site permit. Training Site shall also permit designated Training Site personnel to participate with the Instructors in the training of the Students at Training Site, provided such participation does not interfere with the service commitments of Training Site personnel.

3.3 Accreditation. Training Site shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, Training Site shall permit the appropriate accreditation agency to make site visits to the Training Site to verify the instructional and clinical/non-clinical experience of the School's Students.

3.4 Emergency Health Care/First Aid. Training Site shall, on any day when Student/Instructor is participating in training at Training Site, provide to Student/Instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said Student's or Instructor's participation in the Program at Training Site. Except as provided regarding such emergencies, Training Site shall have no obligation to furnish medical or surgical care to any Student or Instructor. Students and Instructors will be financially responsible for all such care rendered in the same manner as any other patient.

### IV. COMPLIANCE WITH LAWS AND STANDARDS

4.1 General Compliance. The Parties shall comply with the following to the extent applicable to the Program(s): (a) Dignity Health's and/or Dignity Community Care's Standards of Conduct, as applicable; (b) all federal, state and local laws, rules and regulations; (c) the bylaws, rules, regulations, guidelines and policies and procedures of Training Site ("*Training Site Rules*"); and (d) the bylaws, rules and regulations of the Medical Staff of Training Site ("*Medical Staff Rules*").

4.2 Acknowledgment of Corporate Integrity Program. School acknowledges that Training Site operates under the Corporate Integrity Program of Dignity Health and/or Dignity Community Care, as applicable. School further acknowledges that, notwithstanding anything contained herein, neither Party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. School further represents that the School, the Instructors and the Students have not been, nor currently are, excluded from participation in government funded healthcare programs, including without limitation Medicare, Medicaid, CHAMPUS and FEHP.

4.3 Standards. It is understood and agreed that Students and Instructors shall comply, to the extent applicable to the Field Experience, with the Statement of Common Values, as adopted by Dignity Community Care, when Student participates in Field Experience at a Dignity Community Care Training Site ("*Statement*"), and the Ethical and Religious Directives for Catholic Health Facilities, as adopted by the United States Conference of Catholic Bishops, when Student participates in Field Experience at a Dignity Health Training Site ("*Directives*"). A copy of the Statement and/or Directives may be obtained from Training Site's administration.



#### 4.4 Non-Discrimination.

(a) The Parties agree that Student(s) participating in the Program at Training Site pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

(b) The Parties further agree that Training Site, School or each Student participating in the Program shall not unlawfully discriminate against any patient or any other person on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

4.5 Network Usage Policy. School shall assure that School and each Student and/or Instructor assigned to Training Site who shall have access to Training Site's computer network shall comply with and sign Dignity Health's Network Usage Policy, which has also been adopted by Dignity Community Care.

### V. STATUS OF STUDENTS AND FACULTY

5.1 Non-employment Status. It is expressly agreed and understood by School and Training Site that Students and Instructors under this Program(s) are in attendance for educational purposes, and such Students and Instructors are not considered employees of Training Site for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, School will ensure all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Training Site. Further, all Students shall perform patient services only when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Training Site and School.

5.2 No Compensation. The Program(s) under this Agreement shall be conducted without payment of any monetary consideration by School or Training Site to the other, or by or to any Student participating in the Program(s), and School shall ensure that all Students understand that Students will not be compensated in their trainee roles.

#### 5.3 Training Site-Employee Students.

(a) Notwithstanding Section 5.1 above, should a Student also be a current employee of Training Site ("*Student-Employee*"), any Field Experience of that Student-Employee shall be separate and apart from all paid working hours as an employee of Training Site, and such Student-Employee shall sign Part IV and Part VI. If possible, any Field Experience of that Student-Employee shall occur at a facility other than the Training Site where the Student-Employee is an employee. In this case, the Student-Employee shall not be considered an employee of the facility where the Student-Employee participates in the Field Experience and shall receive no compensation as set forth in Sections 5.1 and 5.2 above.

(b) In the event that the Student-Employee performs the Field Experience at Training Site where Student-Employee is employed, and at the same time as performing work for Training Site, Training Site's relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits, provision of patient services and compliance with Training Site policies. Notwithstanding the foregoing, such a Student-Employee shall receive no compensation while purely participating in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience.

(c) Student-Employees must also comply with the special requirements set forth in Part II.

### VI. INDEMNIFICATION

6.1 School Indemnity. School shall defend, indemnify and hold harmless Training Site and its affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its officers, employees, agents, Instructors or Students.

6.2 Training Site Indemnity. Training Site shall defend, indemnify and hold harmless School, its officers, employees, agents and Students from any and all liability, loss, expense (including reasonable attorneys' 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Training Site or its officers, employees or agents.

6.3 Survival. The terms of this Article VI shall survive the expiration or termination of this Agreement.

## VII. INSURANCE

7.1 School Insurance. School warrants and represents that School provides:

(a) General and professional liability insurance or self-insurance covering School, Students and Instructors, each insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if School is a public entity entitled to governmental immunity protections under applicable state law, then School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If such insurance or self-insurance is on a claims-made basis, School shall maintain continuous coverage for the term of this Agreement and a period of three (3) years after termination or expiration of this Agreement.

(b) School further warrants and represents that (i) School provides workers' compensation insurance for its own employees (including Instructors employed by School) as required by applicable state law, and (ii) School has notified each Student that the Student must obtain and maintain, at his/her own cost, his/her own individual health insurance in accordance with Section 2.10(c) above.

7.2 Training Site Insurance. Training Site shall maintain insurance or self-insurance through the Dignity Health and/or Dignity Community Care, as applicable, Self-Insurance Program for general and professional liability and workers' compensation coverage.

7.3 Certificates of Insurance/Evidence of Protection. The Parties shall provide to each other upon request certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other Party.

7.4 Survival. The terms of this Article VII shall survive the expiration or termination of this Agreement.

## VIII. TERM AND TERMINATION

8.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

8.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party.

8.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Such termination or expiration shall not take effect, however, with regard to any Student already assigned to participate in the Program at Training Site until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Training Site or the unit in which Student is assigned ceases to operate.

8.4 Termination of Individual Student/Instructor. Notwithstanding anything in this Agreement to the contrary, Training Site may request School to withdraw from the Program(s) any Student or Instructor at Training Site whom Training Site determines is not performing satisfactorily, or who refuses to follow Training Site Rules, or violates federal or State laws. In addition, Training Site may suspend immediately from participation in the Program at Training Site any Student or Instructor who, in the sole judgment and discretion of Training Site, engages in conduct or attitude that threatens the health, safety or welfare of any person, or the confidentiality of any information relating to a patient; School shall comply with any such request immediately, unless the Training Site agrees to a longer period of time. The procedures referred to in this Section are separate from any procedures of School relating to the Student's/Instructor's continued participation in Program at School.

8.5 Termination of Student-Employees. Notwithstanding Section 8.4 above or any other contrary provision in this Agreement, Training Site's relationship with a Student-Employee for employment purposes shall be that of employer-employee, including without limitation termination.

8.6 Destruction of Training Site. In the event that Training Site is partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Training Site untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Training Site determines that the premises or the facilities shall again be tenable.

## IX. CONFIDENTIALITY

9.1 General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

9.2 Patient Health Information. Students and Instructors may receive or acquire from Training Site "protected health information" ("**PHI**") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "**HIPAA**"). School agrees that all PHI acquired as a result of Students' training at Training Site is confidential, and that School, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Training Site. School shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Training Site. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of Training Site.

9.3 Confidentiality Training/Workforce. School shall warrant to Training Site that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of PHI and Training Site proprietary information at all times, and to comply with all federal and State laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State law. Training Site reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of the Training Site's workforce, as defined by HIPAA.

9.4 Patient Authorization. No Training Site PHI may be disclosed to or shared with School (or School's employees or agents not participating as on-site Instructors) during the course of the Program(s) unless Training Site has received express written patient authorization. Training Site shall reasonably assist School in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and Instructors shall use only de-identified information (as defined by HIPAA) in any discussion with School (or School's employees or agents not participating as on-site Instructors).

9.5 Cameras. Students and Instructors shall not be permitted to use any cameras or camera cell phones at Training Site.

9.6 Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, School shall use its best efforts to return to Training Site or to destroy all written and electronic PHI received or acquired from Training Site. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any Faculty notes containing PHI.

9.7 Notice of Breach of Confidentiality. If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Training Site of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

9.8 Remedies of Breach. School agrees that, if it breaches this Article IX on Confidentiality, Training Site may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Training Site shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Article IX by School.

9.9 FERPA. To the extent Training Site generates or maintains educational records related to Student, Training Site agrees to comply with the Family Educational Rights and Privacy Act ("**FERPA**"), to the same extent as such laws and regulations apply to School, and shall limit access to only those Training Site employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Training Site as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School's records is required by Training Site to carry out the Program.

9.10 Survival. The terms of this Article IX shall survive the expiration or termination of this Agreement.

## X. GENERAL PROVISIONS

10.1 Assignment; Binding on Successors. School may not assign its rights or delegate its duties without the express written approval of the Training Site, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

10.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

10.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a "**Dispute**") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party

(the “*Dispute Notice*”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the County in which Training Site is located by JAMS, Inc. in accordance with its commercial arbitration rules. The Parties shall bear the arbitrator’s fees and expenses equally. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in the county where Training Site is located. The terms of this Section shall survive the expiration or termination of this Agreement.

10.4 Entire Agreement/Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

10.6 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

10.7 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (*e.g.*, FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Informational Terms above.

10.8 Referrals. Nothing in this Agreement or in any other written or oral agreement between Training Site and School contemplates or requires the admission or referral of any patients or business to Training Site or any affiliate of Training Site.

10.9 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

10.10 Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

10.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

10.12 Title 22 Compliance. If Training Site is an acute care hospital located in California only: without limiting the obligations of School, Training Site shall retain administrative responsibility for its operation, as required by Title 22, California Code of Regulations, Section 70713.

## Part II

### EDUCATIONAL TRAINING AGREEMENT

#### Background Checks and Health Screening Process

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the Training Site Primary Contact or his/her designee, electronically or via facsimile, no less than **thirty (30) days** prior to the Student's/Instructor's arrival at the Training Site.

#### **A. Background Checks Requirements**

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in Part III. The background check shall be conducted **no more than one hundred eighty (180) days** prior to clinical and/or non-clinical experience commencement and reported to Training Site Primary Contact **at least thirty (30) days** prior to the start of the planned experience. As long as a Student remains continuously enrolled in the academic program, the background check for such Student is only required upon Program initiation. Upon any renewal and/or new rotation under a continuing Program, the initial background check will suffice so long as it was conducted no more than one hundred eighty (180) days prior to the Program initiation (except as stated herein). Training Site is not financially responsible for the background check. The background check shall include at a minimum:

- a controlled substance screen in accordance with Training Site's policy;
- a social security number trace (used to identify additional names and or locations of residence);
- a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Field Experience;
- a national registry search of violent sexual offenders and predators; and
- a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services (if applicable), for listing as debarred, excluded or otherwise ineligible for federal or state program participation, prior to Student's arrival and on a monthly basis thereafter (<https://www.sam.gov/portal/public/SAM>; <http://www.oig.hhs.gov/exclusions>; <http://www.medi-cal.ca.gov/references.asp>).

All searches outlined above shall include a search of any additional names used by the Student/Instructor (e.g. other first or last names).

Attached at the end of this Part II are the Background Screening Scoring Guidelines.

Training Site reserves the right to request actual background check documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

#### **B. Background Check Vendor**

School may use a background screening company of its choosing, but said company must adhere to standards established by the National Association of Professional Background Screeners. The following preferred vendors are recommended:

**Corporate Screening: [www.HireRight.com](http://www.HireRight.com) and/or [www.VerifyStudents.com](http://www.VerifyStudents.com)**

#### **C. For Student-Employees**

Student-Employees are not considered employees of Training Site while acting in their roles as Students, per Section 5.3 of the Agreement. The following requirements apply to such Student-Employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be re-signed as Students
- Drug screens and background checks may be waived if the following conditions are met:
  - Student is a Training Site employee who is on active status with no outstanding disciplinary actions
- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers' compensation is not offered for employees functioning in a Student role.
- Student-Employees will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.

**D. Health Screening Process.** Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

Training Site reserves the right to request actual health screening documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

The following health screening requirements apply to both Students and Instructors of School, unless Training Site's policy states otherwise:

**Demonstrate the absence of tuberculosis (annually)**

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

**Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization), or signed statement of declination (if permitted) in accordance with Training Site Rules:**

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
- Influenza (if declination Student must wear a mask at all times, as mandated by Training Site Rules);
  - Training Site will offer Students and Instructors actively participating in a Field Experience the influenza vaccination. There may be a charge for such vaccination.

**Demonstrate the absence of evidence of controlled substances use:**

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

With respect to Student-Employees, as set forth above, current Employee Health clearance may be used to demonstrate meeting any Health Screening requirements.

## BACKGROUND SCREENING GRID

COMMONSPIRIT HEALTH ADDENDUM "A" BACKGROUND SCREENING GRID									
COMPONENT	DEFINITION	VOLUNTEERS	ALL POSITIONS	POSITIONS THAT REQUIRE A LICENSE	DIRECTOR LEVEL AND ABOVE	POSITIONS REQUIRE DRIVING	DATA SENSITIVE POSITIONS	STUDENTS	CANDIDATES UNDER THE AGE OF 18
CRIMINAL HISTORY	Search of county and state court records to identify past criminal conduct. Shows both misdemeanor and felony convictions, in accordance with applicable state law. Federal Criminal as discretionary.	X	X	X	X	X	X	CommonSpirit Health shall require a criminal background screening for each student over the age of 18 prior to the student coming to the facility. The scope of the background screening shall be the same as that required for candidates for employment for All Positions (see above). The Background Screening Assessment Guidelines will also be utilized as for candidates for All Positions. The CommonSpirit Health office/facility shall have discretion as to whether the background screening for students: (1) will (a) be obtained by the school and forwarded to the CommonSpirit Health office/facility, (b) the student and sent directly to the CommonSpirit Health office/facility or (c) the CommonSpirit Health office/facility; (2) who will pay for the screening; and (3) where the records will be maintained.	For candidates under the age of 18, the facility needs to secure at least one recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor) prior to the candidate coming to the CommonSpirit Health office/facility. Compliance with local and state regulations when hiring candidates under the age of 18 will be the responsibility of the local facility.
OIG/ GSA SEARCH Level 2 Search	Identifies individuals listed by the government as excluded from participation in Medicare, Medicaid and other federal healthcare programs.  Should be FACIS(1) Level 2 search which includes the state of employment and federal	X	X	X	X	X	X		
SEX OFFENDER	Identifies registered sex offenders (national database search)	X	X	X	X	X	X		
SSN TRACE(2) AND VALIDATION (3)	Lists names and addresses associated with SSN and confirms validity of the SSN.	X	X	X	X	X	X		
EMPLOYMENT VERIFICATION	Verification directly from past employers including dates of employment, position and salary history (7 years or as required by job description).		X	X	X	X	X		
REFERENCE INTERVIEWS	Obtains and reviews information regarding candidate's capabilities and employment history through work-related references.			X	X		X		

PROFESSIONAL LICENSE	Verification with applicable licensing board or agency. Shows status, dates, to whom issued and whether adverse action has been taken against the license.			X	If required by Job Description.	If required by Job Description.	If required by Job Description.	For students under the age of 18, it is the school's responsibility to secure at least one recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor) and forward to the CommonSpirit Health office/facility prior to the student coming to the CommonSpirit Health office/facility.
EDUCATION VERIFICATION	Verification of institution(s) attended, dates of attendance, degrees and/or credential earned, and major area of study, for highest degree obtains unless otherwise required by position.		if required by job description	X	X	If required by Job Description.	X	
MOTOR VEHICLE RECORDS EXAMINATION	Shows motor vehicle driving violations, license suspensions, restrictions and revocations and driving-related convictions.					X		
VEHICLE INSURANCE VERIFICATION	Verification of vehicle insurance.					X		
FEDERAL CIVIL SEARCH	Search of court records to identify bankruptcies, tax liens and other adverse information.						X	
CREDIT HISTORY EXAMINATION	Identifies if an applicant has any accounts in collections, open loans, inquiries made by third parties, etc., by accessing credit bureau information.						X	
FEDERAL CRIMINAL HISTORY	Search of federal court records to identify past criminal conduct, in accordance with state law.						X	
* Data Sensitive Positions:								
1. Positions with regular access to all of the following for any one person: bank or credit card account information; social security number; and date of birth.								
2. Managerial positions in Payroll, Human Resources, Finance, Information & Technology, Security and Compliance as well as CEOs and COOs.								
Footnotes:								



<p>(1) <b>FACIS (Fraud and Abuse Control) information Systems</b> FACIS is a search of a database containing adverse actions of individuals and entities sanctioned in the healthcare field.</p> <p>(2) <b>SSN Validation</b> typically refers to a database search that may contain information about the issuing location, issue date, death index status, names and addresses associated with a specific SSN. It is not a direct verification with the Social Security Administration that the specific SSN belongs to the person being screened.</p> <p>(3) <b>SSN Verification</b> generally refers to a search of the Social Security Administration (SSA) official record to verify that the information (name, address, date of birth, etc.) obtained from an applicant matches the information the data in the SSA records. It is not a verification of identity, citizenship or employment eligibility."</p>		
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## BACKGROUND SCREENING GUIDELINES

### ADJUDICATION

### DEFINITION

#### **Non-Conviction**

Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non- Convictions can be one of three categories.

•Passing: Non-Conviction leading to charge being dismissed, sealed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.

•Disqualifying: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.

•Provisional: Any active or pending case.

Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.

Disqualifying Disposition: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has not led to the case being dismissed or expunged).

#### **Pass**

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- Any Misdemeanor or Felony with a Passing Disposition.
- Any Misdemeanor (or lower) for a traffic violation (DUI and driving without a license are not considered traffic violations).
- For California: Any Misdemeanor or Felony with a disposition date older than 7 years.
- For California: Any Misdemeanor Marijuana offense over two years old.
- For California: Any arrest, detention, processing, diversion, supervision, adjudication or court disposition that occurred while a person was subject to the process and jurisdiction of the juvenile justice system.
- For California: Any referral or participation in a pre or post-trial diversion program.
- For San Francisco: Any participation in a deferral of judgment program.
- For San Francisco: Any conviction for decriminalized behavior, including convictions for the non-commercial use and cultivation of cannabis.
- For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; statutory sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; offender for applicants for a position in a health facility with regular access to patients if the adjudication in juvenile court is within 5 years of the application. Dignity Health may also inquire about controlled substances crimes for applicants for a position in a health facility with access to drugs and medication if the adjudication in juvenile court is within 5 years of the application.

#### **Disqualifying**

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information. Where appropriate, the individualized assessment shall consider individual circumstances and whether the conviction or offense is job-related and consistent with business necessity. This assessment shall be performed by the Service Area Vice President of Human Resources.

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

**Part III**

**EDUCATIONAL TRAINING AGREEMENT**

**Sample Letter of Attestation**

Training Site Contact Person: \_\_\_\_\_

Training Site Contract Person Telephone: \_\_\_\_\_

Training Site Contact Person E-mail: \_\_\_\_\_

<Date>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

<Name of Student/Instructor>, a student or instructor in the <Name of School's Program>, is scheduled to begin on [**Insert Date**] a clinical/non-clinical experience with <Name of Training Site> ("**Training Site**"). Please accept this letter as <Name of School>'s attestation that <Name of Student/Instructor> has successfully completed the background check, drug screen, health screening and orientation requirements as outlined in the "Educational Training Agreement."

Please note that Training Site will be contacted under separate cover regarding any students/instructors that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement.

Additionally, at any time as Training Site may deem necessary for audit and/or compliance verification purposes or any other lawful purpose, <Name of School> agrees to provide proof of any and all documentation for the aforementioned screens within two (2) hours of a request from Training Site.

Sincerely,

**Program Director**  
<Name of School>

**Part IV**

**EDUCATIONAL TRAINING AGREEMENT**

**Student Confidentiality Statement**

As part of my affiliation with the Program at \_\_\_\_\_ (*“Training Site”*), I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Training Site policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of Training Site.
- I acknowledge I am not permitted to use any cameras or camera cell phones in Training Site.
- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right, authorization and/or need to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.
- All information obtained from Training Site systems remains the property of Training Site regardless of physical location or method of storage unless otherwise specified by Training Site in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Training Site Compliance Department.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Training Site systems is subject to monitoring and review as deemed appropriate by Training Site.
- My confidentiality obligation continues indefinitely, including after my association with Training Site has ended.

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Date: \_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Typed Name of Student

Date: \_\_\_\_\_  
Parent Signature (if Student is under the age of 18 years)

Part V

**EDUCATIONAL TRAINING AGREEMENT**

**Student Declaration of Responsibilities**

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Student Name)

1. I am eighteen (18) years of age or older, or my parent has reviewed this contract and agrees by signing below.
2. I am a student enrolled in the \_\_\_\_\_ program ("**Program**") of \_\_\_\_\_ ("**School**"), and as such I am participating in the School's clinical and/or non-clinical rotation and experience program ("**Field Experience**") at \_\_\_\_\_ ("**Training Site**").
3. I agree to provide proof of my immunity to (serological testing or proof of adequate vaccination or current immunization): Rubella; Rubeola; Mumps; Varicella zoster; Diphtheria, Tetanus, and Pertussis (Tdap); Hepatitis B status screening (or signed statement declining series); Influenza (proof of shot or declination; if declination, I will be required to wear a mask at all times while in the Training Site as mandated by the Training Site's policies); and any other immunization required by Training Site of its employees. In addition, I agree to provide proof of a negative result to a seven (7) panel drug screen consistent with testing done on Training Site employees but no less than a seven (7) panel drug screen, a negative PPD skin test or chest x-ray taken within the last twelve months prior to participation in the Field Experience, consistent with that required of Training Site employees. Documentation of compliance with the aforementioned requirements will be provided to Training Site prior to beginning the Field Experience.
4. I agree to conform to all applicable Training Site policies and procedures (including, but not limited to, the Dignity Health Network Usage Policy and the Training Site's Dress Code), and such other requirements and restrictions as may be mutually specified and agreed upon by the Training Site Primary Contact and the School.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Field Experience, and that I am responsible for my own transportation to and from the Training Site.
6. I understand and agree that I am responsible for my own medical care needs, and that I must obtain and maintain, at my own cost, my own individual health insurance. I understand that Training Site will provide access to emergency medical services or first aid for accidents or conditions arising out of or in the course of my participation in the Field Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Training Site shall assume no cost or financial liability for providing such care.
7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Field Experience.
8. **If School does not secure Student professional liability insurance**, I understand that Training Site requires as a condition for participation in the Field Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Field Experience and for at least three (3) years following the termination of the Field Experience, unless said insurance provides coverage on an occurrence basis.
9. I acknowledge that I will receive academic credit for the Field Experience provided at Training Site, and that I will not be considered an employee of Training Site or School, nor shall I receive compensation from either Training Site or the School while participating in the Field Experience. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under any Training Site's or School's coverage based upon my participation in the Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that no Training Site is under an obligation to hire me upon the completion of the Program.
10. I understand that a Training Site may suspend my right to participate in the Field Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any person or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that the final decision regarding my continued participation in the Program at the Training Site is vested solely in that Training Site.

11. I acknowledge that I am not permitted to use any cameras or camera cell phones in Training Site.
12. I agree to comply with discrimination regulations and shall not unlawfully discriminate against any patient or any other person on account to race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.
13. I further understand that a Training Site has the right to suspend use of its facilities in connection with this Program should its facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
14. I understand that Training Site may provide a storage area for me to use for my personal belongings, but that Training Site does not assume any responsibility for my personal belongings.
15. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals are considered privileged and should be treated with utmost confidentiality. I further understand that, if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
16. I agree to cooperate with School so that School may obtain and share with Training Site the results of a criminal background check on me, or, if instructed by School, I agree to obtain, at my own expense, a criminal background check through the Training Site's approved vendor.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Training Site will permit me to participate in the educational Field Experience program at Training Site.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Student Signature

\_\_\_\_\_  
 Typed Name of Student

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Parent Signature (if Student is under the age of 18 years)

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 School Representative – Witness Signature

Part VI

**EDUCATIONAL TRAINING AGREEMENT**

**Student-Employee Unpaid Educational Training Agreement**

This Student-Employee Unpaid Educational Training Agreement ("*Agreement*") is entered into on the last date signed below by and between \_\_\_\_\_ ("*Training Site*") and \_\_\_\_\_ ("*Student*"). Student and Training Site understand and agree to the following terms and conditions:

1. Student is an employee of Training Site in the following capacity: \_\_\_\_\_. Student is also enrolled in an educational program (the "*Program*") to obtain \_\_\_\_\_ [license/degree/certificate] in \_\_\_\_\_. In order to provide academic and professional education for Student, Student desires access to facilities in which Student may gain experience and knowledge in Student's program of study (the "*Field Experience*").
2. Training Site operates a business in Student's subject area of study and, as a public service, is willing to provide Student with a Field Experience from \_\_\_\_\_ to \_\_\_\_\_ by providing a supervised working environment allowing Student to gain practical application of Student's area of study. "Practical application" of the educational program will consist of activities designed to develop professional skills beyond administrative clerical tasks, and can include, but is not limited to, [LIST – e.g., assisting in research, client communications, development of business or financial plans, strategic planning, analysis, actual operation or appropriate operations].
3. The Program is viewed by Training Site as an educational opportunity for Student rather than part-time employment. Accordingly, the Field Experience will include training and orientation and will focus primarily on learning and developing new skills in Student's area of study.
4. Student agrees that Student will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.
5. Training Site is willing to provide Student with the minimum of \_\_\_\_\_ hours of practical and actual application of Student's area of study while under close observation and supervision of Training Site's existing staff. Student's participation in the Field Experience is similar to that which would be given in a vocational setting and will not displace Training Site's existing staff.
6. Student acknowledges and agrees that Student will not receive compensation or wages in any form for participation in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience. Training Site is not obligated to provide compensation or wages to Student for the Field Experience on its premises through the duration of this Field Experience.
7. Student acknowledges and agrees that workers' compensation is not provided to employees functioning in a Student role. Notwithstanding the foregoing, Student shall still be entitled to maintain Student's existing benefit plans and health insurance coverage during the Field Experience provided that Student meets the eligibility requirements in Student's capacity as an employee to receive such health and welfare benefits.
8. Student agrees to sign a separate Student Confidentiality Statement.
9. Student acknowledges and agrees that, by participating in this Field Experience, Student will not expect, nor be entitled to, employment with Training Site at the conclusion of the Field Experience or at any other time.
10. Student acknowledges and agrees that the training and supervision provided to Student is solely for Student's benefit, and Training Site does not derive an immediate advantage from the Student's activities; in fact, on occasion, Training Site's operations may be impeded. However, Training Site desires to provide a public service by assisting in education and training of students, and may expend resources to support Student's Field Experience.

11. Student agrees to perform diligently the work-based training experiences. Work-based training experiences will be assigned by Training Site and performed according to the same Training Site policies and regulations applicable to regular employees. Student agrees to abide by Training Site's policies, procedures and regulations.

12. Student agrees that Student is acting under this Agreement as a Student, and shall not be entitled to any collective bargaining rights under this Agreement as afforded to employees. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with the obligations of either Training Site or Student under the applicable terms of an applicable collective bargaining agreement, if any, with a labor organization. Either Training Site or Student, or both of them, may deem it necessary to notify immediately the appropriate labor organization of this Agreement.

13. Student agrees to change clothing and wear appropriate identification badges to signify that Student is a student when participating in the Field Experience, and to signify that Student is an employee when working at Training Site during times not constituting Field Experience.

14. Either Training Site or Student may terminate this Agreement at any time, and each agrees to give the other reasonable notice of no less than five (5) working days prior to termination date.

15. Training Site and Student agree that, if any portion of this Agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

**STUDENT**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

**TRAINING SITE**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date



**Date:** February 13, 2025  
**Submitted by:** Megan Romero, Director of Center for Independent Living *mc*  
**Area Administrator:** Heather del Rosario, Vice President of Human Resources *h*  
**Subject:** Request for Approval

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:**  
Request for Approval: DDS Service Provider Agreement

**Background:**  
The Transition to Independent Living (TIL) Program seeks to support the DSP Internship Program, which is managed by the Department of Developmental Services. The DSP Internship Program aims to showcase career opportunities for individuals interested in becoming Direct Support Professionals (DSPs), while equipping them with the necessary skills to provide high-quality services to individuals with intellectual and other developmental disabilities. This initiative will benefit both the interns participating in the program and the TIL Program, as it will provide additional staff support.

The attached agreement outlines the terms, conditions, and expectations.

**Terms (if applicable):**  
Participation in the DSP Internship Program is voluntary.

**Expense (if applicable):**  
NA

**Fiscal Impact Including Source of Funds (if applicable):**  
There will be no fiscal impact to the District. DSP Interns will be employed by All's Well, who will be responsible for covering all employment wages.

**Approved:**   
\_\_\_\_\_  
Dr. Leslie Minor, Interim Superintendent/President

## SERVICE PROVIDER AGREEMENT

Thank you for your interest in supporting the DSP Internship Program and providing potential placements for DSP Interns.

### Background

California is dedicated to enhancing the quality of services received by individuals with intellectual and developmental disabilities, and to increasing the hiring and retention of their DSPs through the creation of the DSP Internship Program. DDS aims to meet this objective by working collaboratively with the system of 21 regional centers and their service providers to offer entry-level paid DSP Internships for up to thirty hours per week and for up to three months. The DSP Internship Program is designed to highlight the career opportunities available to individuals interested in becoming DSPs, while providing them with the skills that they need to deliver high-quality services to individuals with intellectual and other developmental disabilities.

### Purpose of Provider Participation Agreement

The purpose of this Provider Participation Agreement (“Agreement”) is to establish terms, conditions and expectations between the regional center service provider who will accept DSP Interns that are participating in the DSP Internship Program and DDS’s contractor All’s Well, who is the administrator of the DSP Internship Program.

### Terms, Conditions and Expectations

The undersigned service provider and All’s Well (sometimes referred to herein as the “Parties”) agree to the following terms, conditions, and expectations to participate in the DSP Internship Program.

Service providers will communicate to All’s Well by email at [DSPInterns@allswell.com](mailto:DSPInterns@allswell.com) or via phone at (844) 246-6849 ext. 882219, the number of interns the service provider wishes to accommodate.

- Request for DSP Interns should include the following information:
- Confirmation of the potential setting/service type(s) (check all that apply):

Children’s Residential (CCL)	<input type="checkbox"/>
Adult Residential (CCL)	<input type="checkbox"/>
Adult Day Program (CCL)	<input type="checkbox"/>

**SERVICE PROVIDER AGREEMENT**

Adult Day Service (non-CCL)	<input type="checkbox"/>
Independent/Supported Living	<input checked="" type="checkbox"/>
Intermediate Care Facility (CDPH)	<input type="checkbox"/>
Transportation Provider	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

- Service provider MUST include all Vendor Numbers, Service Code Number, Affiliated Regional Center, and if a licensed setting, the Licensing Entity and License Number for settings/services identified above:

Vendor #	Regional Center	Service Code #	Licensing Entity	License #
H58500	KRC	520		
PK4599	KRC	063		

- Date the Provider can begin accepting Interns March 2025
  - Service Provider's Point of Contact for the DSP Intern Program Megan Romero
  - Service Provider's Point of Contact Email mromero@taftcollege.edu
  - Service Provider's Point of Contact Phone Number 661-763-7773
  - Do you require COVID-19 Vaccinations No
- Service Provider agrees to respond to potential DSP Intern submittals within 48 business hours of submission. Without engaging in any discriminatory practice, the Service Provider will identify the intern as accepted or as declined.

**Employment Relationship and Work Requirements**

1. While in the DSP Internship Program, the DSP Intern will be employed by All's Well who will pay all employment wages, including appropriate employer payroll taxes, including required FICA taxes. All's Well will also be responsible for providing Worker's Compensation Insurance for the DSP Interns. Per this agreement between the Parties, the regional center service provider shall maintain Commercial General Liability Insurance and Auto Liability Insurance coverage with limits reasonably acceptable to All's Well. All's Well agrees to comply with all state and federal employment laws (such as, wage and hour laws and sick leave) in employing the DSP Interns.

## SERVICE PROVIDER AGREEMENT

2. The Service Provider is not, and shall not, be deemed a joint employer of the DSP Intern. The Parties also acknowledge that DDS and the vendoring regional center are not joint employers to any DSP interns.
3. Service providers agree that all DSP Interns will:
  - a. Be always supervised by a qualified DSP of the regional center service provider without exception. All's Well is not responsible for on-site supervision of DSP Interns.
  - b. Not be permitted, without express advance written approval by an officer of All's Well, to:
    - i. engage in travel or operate a motor vehicle on behalf of Vendor/Provider or individual-served.
    - ii. operate any non-office machinery or equipment on behalf of Vendor/Provider
    - iii. handle cash, valuables, or negotiable instruments (Vendor/Provider shall also not pay interns directly or advance any funds to them)
    - iv. have unsupervised or uncontrolled access to confidential or proprietary information, including confidential access codes.
    - v. have unsupervised access to or control of Vendor/Provider's business premises, or the premise of an individual served.
    - vi. remove any property of Vendor/Provider from Vendor/Provider's business premises, or the premise of an individual served.
    - vii. purchase or consume any alcohol during their DSP Internship hours.
  - c. Should any DSP intern be permitted to engage in any of the activities described in (i) – (vii) above, All's Well shall have no responsibility arising therefrom.
4. Service providers agree that no DSP Intern will distribute or administer medication of any kind to any individual served by the regional center (recipient of services), nor provide crisis intervention, including but not limited to behavioral intervention.
5. DSP Interns have agreed to receive training and perform the types of duties listed in the duty statement you have provided to All's Well for their placement with regional center provider identified above and within the stipulations of the DSP Internship Program. The DSP Intern also agrees to learn and perform the types of essential duties and responsibilities of a qualified DSP, in partnership with other DSPs, and as directed by the individual served, with dignity and respect. The role of a DSP is complex and requires a specific set of skills and values. The following represents what to expect in the DSP practice:
  - a. DSPs assist people who need support to lead self-directed lives and participate fully in their communities.
  - b. DSPs recognize the unique gifts, preferences and needs of each person supported.
  - c. DSPs recognize the personhood of people they support. They partner with them in making informed decisions and everyday choices about their finances, well-being, relationships, and employment.

## SERVICE PROVIDER AGREEMENT

- d. DSPs will use knowledge, skills (competencies), and values such as those of the NADSP Code of Ethics to guide their work and provide quality services.
  - e. DSPs continue to learn and develop their professional abilities through ongoing in-service and self-directed education and training.
  - f. DSPs understand that quality services occur at the point of interaction with the people that they support.
  - g. DSPs realize that their role includes being a mentor and a facilitator.
  - h. DSPs inform the people they support regarding their responsibilities and advocate with them for their valued role in society.
  - j. DSPs create environments where the people they support feel empowered to have meaningful relationships with friends, their families, and promote integration and inclusion in all our nation's communities.
  - k. DSPs respect the privacy of the people they support and commit to promoting their physical and emotional well-being.
6. DSP Interns will submit hours electronically via All's Well Web Time Portal and submit to their Service Provider weekly for approval.
    - a. Hours worked should be submitted no later than Mondays at 9am PST.
    - b. Approval of hours to be completed weekly no later than Tuesdays at 9am PST.
  7. Evaluation/Feedback should be given to your dedicated All's Well recruiter regarding the DSP Intern's performance, including the intern's attendance, and the intern's satisfaction with the job. The evaluation/feedback will be completed upon the DSP Intern's first week in the internship and at monthly intervals until they are hired by the service provider or the intern's internship has ended.
    - a. Service provider agrees to work with All's Well if there is a concern with an intern's absences so that there is cohesiveness in communicating expectations to the intern regarding their reliability.
    - b. Service provider and All's Well will remain committed to fostering supportive on-the-job learning environments for interns. Should the service provider experience any undesirable issue with the intern, it will first be brought to All's Well for discussion and collaboration on next steps and response.
  8. Service provider agrees to immediately contact its All's Well representative or the All's Well Human Resources Hotline at (800) 270-9120 upon receipt of any complaint that involves an intern regarding, but not limited to, any of the following: sexual harassment, discrimination, retaliation, bullying, wage and hour issues, meal and rest breaks or any other employment-related concern. Further, service provider agrees to comply with the Americans with Disabilities Act and any local health accommodation requirements, and upon request by All's Well, agrees to participate in an interactive process with All's Well and any intern who seeks a reasonable workplace accommodation.

## SERVICE PROVIDER AGREEMENT

9. Service provider will provide any necessary and reasonable accommodations for DSP Interns, such as access to specialized equipment including personal protective equipment (PPE). Service provider agrees to comply with all laws, regulations, and ordinances, including those related to worksite health and safety, and agrees to provide interns with a safe and healthful workplace. In the event of any serious injury, illness or death of an intern occurring in a place of employment or in connection with the intern's assignment with service provider, it shall notify All's Well immediately (Notification to All's Well is also required in the event of any accident or medical treatment) and is required to report immediately, by telephone or fax, to the nearest Occupational Safety and Health Administration ("OSHA") office. Service provider is authorized and required by All's Well to make the report on behalf of both All's Well (who shall also make a subsequent report to OSHA) and service provider. Service provider shall provide to OSHA all information required by applicable law, as well as All's Well's name, address, phone number and contact person, and the intern's name. Service provider shall notify All's Well immediately after the report has been made. Service provider will provide adequate first aid/treatment for any injuries suffered by Interns and is responsible for maintaining an OSHA 300 log.
10. Any DSP Intern is eligible to be hired as an employee of the Service Provider at any time during their DSP Internship at no cost or fee to the provider. No greater than three months after the internship placement, All's Well and the service provider will collaborate on the seamless hiring of each DSP Intern, so they become a DSP employee of the service provider.
  - a. Should the intern terminate their relationship with the Service Provider after being hired as a direct employee, the Service Provider commits to notifying All's Well for retention stipend tracking purposes for a period of 12 months after conversion takes place.
  - b. DSP Interns shall not count towards the providers' staffing ratio(s) requirements until they are hired as an employee of the provider into a position directly related to the staffing ratio(s) requirement and in accordance with regulations and program design.
11. This Agreement, in no way, obligates the Service Provider or regional center to utilize any services outside of the DSP Internship Program, provided by All's Well or its affiliated entities. Furthermore, a service provider may choose to withdraw their DSP Internship Provider Participation Agreement at any time by notifying All's Well of such decision via email at [DSPInterns@allswell.com](mailto:DSPInterns@allswell.com).

Neither All's Well nor any of its subsidiaries, related entities, nor any of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "All's Well Parties") shall be liable for consequential, incidental, exemplary, special or punitive damages, or for loss of revenue or profit (regardless of how characterized and even if such party has been advised of the possibility of such damages) under or in connection with the performance or failure to perform this Agreement, regardless of whether liability arises from breach of contract, tort, or any other theory of liability.

## SERVICE PROVIDER AGREEMENT

### Acknowledgements

The service provider acknowledges that its participation in the DSP Internship Program is voluntary. The individual signatories executing this Agreement are empowered to do so.

The Parties acknowledge the DSP Internship Program does not commit the provider into a financial relationship with All's Well. To the fullest extent permitted by law, acceptance of a DSP Intern will be at no cost to the Service Provider. Specifically, no money will be exchanged in this Agreement when a Service Provider accepts a DSP Intern. Also, should the Service Provider choose to hire the DSP Intern no later than three months after placement, All's Well will not charge a cost or fee to do so. To participate in the DSP Intern Program, the Parties agree to the terms above by signing below.

**SERVICE PROVIDER**

**ALL'S WELL, INC.**

Print Entity Name: Taft College - West Kern Community College District

X \_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_


Title: \_\_\_\_\_


Date: \_\_\_\_\_

Date: \_\_\_\_\_



Date: February 13, 2025

Submitted by: Megan Romero, Director of Center for Independent Living 

Area Administrator: Heather del Rosario, Vice President of Human Resources 

Subject: Request for Approval

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Board Meeting Date: March 12, 2025

**Title of Board Item:**

Request for Approval: Off Campus Lease Agreements for the TIL Program

**Background:**

The Transition to Independent Living (TIL) Program seeks to lease three additional off-campus properties to be utilized by students enrolled in the program. These off-campus residences provide students with an opportunity to develop new skills and further enhance their ability to live independently.

The attached lease agreements detail the fees, location, and terms associated with each rental property.

**Terms (if applicable):**

The term of each Lease shall commence on July 1<sup>st</sup>, 2025 and continue for a period of 60 months.

**Expense (if applicable):**

An annual fee of \$7,740 per lease agreement, payable in eleven installments from July through May of the following year.

**Fiscal Impact Including Source of Funds (if applicable):**

Leases are funded through the TIL Program budget and subsequently reimbursed. Students enrolled in the TIL Program contribute monthly rent payments for the rooms, which help offset the costs incurred by the program.

Approved:   
\_\_\_\_\_  
Dr. Leslie Minor, Interim Superintendent/President



## **RESIDENTIAL LEASE**

THIS RESIDENTIAL LEASE (“Lease”) dated as of July 1<sup>st</sup> 2025 is entered into between **California Housing Foundation** (“Landlord”) and West Kern Community College District (“Tenant” or “District”).

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **Section 1. Lease**

Tenant leases from Landlord the premises located at **101 Jefferson St, Taft Ca**, on the terms and conditions contained in this Lease (collectively, “Leased Premises”).

### **Section 2. Term**

The term of this Lease shall commence on July 1<sup>st</sup> 2025, and continue for a period of 60 months.

### **Section 3. Deposit**

Concurrent the execution of this Lease, Tenant shall deliver to Landlord a deposit in the amount of **\$300.00** in the form of a District warrant, personal check, cashier’s check, or cash (“Deposit”). The Deposit shall be held as security for the performance of Tenant’s obligations under this Lease pursuant to Section 14.

### **Section 4. Rent**

Rent shall be **\$645.00** per month (“Monthly Rent”), payable in advance, on the first day of each calendar month to Landlord or Landlord’s authorized agent, at the following address: **1200 California Street, Suite 104, Redlands, CA, 92374** or at any other place designated by Landlord in writing from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month prorated on the basis of a thirty-day month (Monthly Rent/30 = daily rent). Rent that equals the amount due for 12 months shall be paid over an 11-month period. **For July through May you will receive a check for \$703.64. There will be no payment made for the month of June each year throughout the 60-month lease term.**

### **Section 5. Utilities, Services, and Yard Care**

Tenant shall be responsible for securing accounts in Tenant’s name for and the payment of all utilities and services to the Leased Premises, except for the gardener, which shall be paid by Landlord.

### **Section 6. Use and Subletting/Licensing**

Landlord acknowledges that Tenant intends to use the Leased Premises as a part of Tenant’s Transition to Independent Living (“TIL”) program, which consists primarily of housing TIL

program students in the Leased Premises as a private dwelling. The use of the Leased Premises will also include District staff and related parties regularly meeting with TIL program students in the Leased Premises as a component of the TIL program, and other TIL related activities. As a necessary component of the District's use of the Leased Premises, District intends to enter into subletting or licensing agreements with TIL program students ("Students") for the use and occupancy of the Leased Premises for TIL program purposes. Landlord unconditionally consents to such subletting or licensing of all or a portion of the Leased Premises, provided that such subletting or licensing shall not alter Tenant's responsibility for the obligations under this Lease.

Without Landlord's prior written consent, Tenant and Students may not use or maintain a waterbed on the Leased Premises. Tenant and Students may not repair any automobiles or any other motor vehicles, heavy machinery, or equipment, anywhere on the Leased Premises or in or around the building of which the Leased Premises are a part, including the parking area, garage, and driveway. Tenant and Students may not keep or maintain any pets on the Leased Premises without the prior written consent of Landlord, which Landlord may withhold in Landlord's sole discretion.

#### **Section 7. Compliance with Law**

Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Leased Premises, and shall require the same of the Students.

#### **Section 8. Maintenance and Alterations**

Except as set forth in this Lease, Tenant agrees that as of the delivery of possession the Leased Premises are in good working order and repair. Landlord shall, at Landlord's own expense and at all times, maintain the Leased Premises in good working order and repair, including all equipment, appliances, furniture, fixtures, and furnishings. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, subtenants, licensees, and guests. Tenant shall not paint, wallpaper, or otherwise make permanent alterations to the Leased Premises without the prior written consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Leased Premises. Tenant shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall require Students to comply with this Section.

#### **Section 9. Entry**

Landlord shall have the right to enter the Leased Premises for the purposes of making necessary or agreed repairs and for showing the Leased Premises to prospective tenants, purchasers, or mortgagees, provided that, except in the case of an emergency, such entry shall be made during normal business hours and upon at least thirty-six (36) hours' prior notice to Tenant. Tenant may not change the locks to the Leased Premises without the prior consent of Landlord.

### **Section 10. Indemnification**

Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Leased Premises or any part of the Leased Premises or in common areas, unless the damage is caused by the negligent, willful, or intentional act or omission to act of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability, costs (including reasonable attorneys' fees), or claims for personal injuries or property damage that is the proximate result of the gross negligence or willful misconduct of Tenant or Tenant's guests or invitees. Each party waives the right of subrogation against the other party.

### **Section 11. Delay of Possession**

Tenant may terminate this Lease if possession is not delivered within five (5) days of the commencement of the Term.

### **Section 12. Default and Time to Cure**

If Tenant fails to pay rent when due, or to perform any term of this Lease, after not less than seven (7) days' written notice of default given to Tenant in the manner required by law, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless Tenant, within the time specified, cures the default.

### **Section 13. Remedies**

If Tenant defaults, Landlord may elect to:

(a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due, or

(b) at any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the lease, including the cost of recovering the Leased Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that Tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§ 1951.2 and 1951.4.

### **Section 14. Security Deposit**

Tenant is placing a Deposit with Landlord in the sum set forth in Section 3. Landlord shall not be obligated to pay interest on the Deposit. Landlord will hold the deposit for the full and timely performance by Tenant of Tenant's obligations under this Lease, including payment of rent and cleaning, maintaining, and repairing the Leased Premises after surrender. If all or any portion of Tenant's security deposit is applied by Landlord during the term of this Lease, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount

within seven (7) days after written demand will constitute a breach of this Lease. The balance of all deposits shall be refunded no later than twenty-one (21) calendar days from the date possession of the Leased Premises is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the deposits by Landlord.

#### **Section 15. Waiver**

No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.

#### **Section 16. Termination of Lease**

This agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

#### **Section 17. Notices**

Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid at the address shown below, or at any other place designated in writing by the parties from time to time.

IF TO LANDLORD:

**California Housing Foundation  
1200 California Street  
Suite 104  
Redlands, CA 92374**

IF TO TENANT:

Attn: Superintendent-President  
WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Court  
Taft, California 93268

#### **Section 18. Successors and Assigns**

This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

### **Section 19. Time**

Time is of the essence in this Lease.

### **Section 20. Holding Over**

Any holding over after expiration of the Lease, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable. No holding over or extension of this Lease shall extend the time for the exercise of the option unless agreed upon in writing by Landlord.

### **Section 21. Late Charges**

If Tenant fails to pay the Monthly Rent within five (5) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a late charge of \$25.00. The amounts due under this Section are in addition to and not in lieu of any other remedies of Landlord.

### **Section 22. Construction**

Headings at the beginning of each section of this Lease are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

### **Section 23. Further Assurances**

Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents reasonably requested to carry out the intent and purpose of this Lease.

### **Section 24. Third Party Rights**

Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease. Tenant shall not assign this Lease without Landlord's advance written approval.

### **Section 25. Counterparts**

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**Section 26. Amendment**

This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

**Section 27. Partial Invalidity**

Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

**Section 28. Governing Law and Venue**

The validity, meaning, and effect of this Lease shall be determined in accordance with California law, and any disputes concerning the subject matter of this Lease shall have proper venue in the Superior Court for the County of Kern.

IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above written.

LANDLORD:

TENANT:

CALIFORNIA HOUSING FOUNDATION

WEST KERN COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Daniel Schenkel,  
President/CEO

By: \_\_\_\_\_  
Dr. Leslie Minor  
Superintendent-President

## **RESIDENTIAL LEASE**

THIS RESIDENTIAL LEASE (“Lease”) dated as of July 1<sup>st</sup> 2025 is entered into between **California Housing Foundation** (“Landlord”) and West Kern Community College District (“Tenant” or “District”).

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **Section 1. Lease**

Tenant leases from Landlord the premises located at **103C Jefferson St Taft Ca**, on the terms and conditions contained in this Lease (collectively, “Leased Premises”).

### **Section 2. Term**

The term of this Lease shall commence on July 1<sup>st</sup> 2025, and continue for a period of 60 months.

### **Section 3. Deposit**

Concurrent the execution of this Lease, Tenant shall deliver to Landlord a deposit in the amount of **\$300.00** in the form of a District warrant, personal check, cashier’s check, or cash (“Deposit”). The Deposit shall be held as security for the performance of Tenant’s obligations under this Lease pursuant to Section 14.

### **Section 4. Rent**

Rent shall be **\$645.00** per month (“Monthly Rent”), payable in advance, on the first day of each calendar month to Landlord or Landlord’s authorized agent, at the following address: **1200 California Street, Suite 104, Redlands, CA, 92374** or at any other place designated by Landlord in writing from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month prorated on the basis of a thirty-day month (Monthly Rent/30 = daily rent). Rent that equals the amount due for 12 months shall be paid over an 11-month period. **For July through May you will receive a check for \$703.64. There will be no payment made for the month of June each year throughout the 60-month lease term.**

### **Section 5. Utilities, Services, and Yard Care**

Tenant shall be responsible for securing accounts in Tenant’s name for and the payment of all utilities and services to the Leased Premises, except for the gardener, which shall be paid by Landlord.

### **Section 6. Use and Subletting/Licensing**

Landlord acknowledges that Tenant intends to use the Leased Premises as a part of Tenant’s Transition to Independent Living (“TIL”) program, which consists primarily of housing TIL

program students in the Leased Premises as a private dwelling. The use of the Leased Premises will also include District staff and related parties regularly meeting with TIL program students in the Leased Premises as a component of the TIL program, and other TIL related activities. As a necessary component of the District's use of the Leased Premises, District intends to enter into subletting or licensing agreements with TIL program students ("Students") for the use and occupancy of the Leased Premises for TIL program purposes. Landlord unconditionally consents to such subletting or licensing of all or a portion of the Leased Premises, provided that such subletting or licensing shall not alter Tenant's responsibility for the obligations under this Lease.

Without Landlord's prior written consent, Tenant and Students may not use or maintain a waterbed on the Leased Premises. Tenant and Students may not repair any automobiles or any other motor vehicles, heavy machinery, or equipment, anywhere on the Leased Premises or in or around the building of which the Leased Premises are a part, including the parking area, garage, and driveway. Tenant and Students may not keep or maintain any pets on the Leased Premises without the prior written consent of Landlord, which Landlord may withhold in Landlord's sole discretion.

#### **Section 7. Compliance with Law**

Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Leased Premises, and shall require the same of the Students.

#### **Section 8. Maintenance and Alterations**

Except as set forth in this Lease, Tenant agrees that as of the delivery of possession the Leased Premises are in good working order and repair. Landlord shall, at Landlord's own expense and at all times, maintain the Leased Premises in good working order and repair, including all equipment, appliances, furniture, fixtures, and furnishings. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, subtenants, licensees, and guests. Tenant shall not paint, wallpaper, or otherwise make permanent alterations to the Leased Premises without the prior written consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Leased Premises. Tenant shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall require Students to comply with this Section.

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### **Section 11. Delay of Possession**

Tenant may terminate this Lease if possession is not delivered within five (5) days of the commencement of the Term.

### **Section 12. Default and Time to Cure**

If Tenant fails to pay rent when due, or to perform any term of this Lease, after not less than seven (7) days' written notice of default given to Tenant in the manner required by law, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless Tenant, within the time specified, cures the default.

### **Section 13. Remedies**

If Tenant defaults, Landlord may elect to:

(a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due, or

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This agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

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**California Housing Foundation  
1200 California Street  
Suite 104  
Redlands, CA 92374**

IF TO TENANT:

Attn: Superintendent-President  
WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Court  
Taft, California 93268

#### **Section 18. Successors and Assigns**

This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

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Time is of the essence in this Lease.

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IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above written.

LANDLORD:

TENANT:

CALIFORNIA HOUSING FOUNDATION

WEST KERN COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Daniel Schenkel,  
President/CEO

By: \_\_\_\_\_  
Dr. Leslie Minor  
Superintendent-President

## **RESIDENTIAL LEASE**

THIS RESIDENTIAL LEASE (“Lease”) dated as of July 1<sup>st</sup> 2025 is entered into between **California Housing Foundation** (“Landlord”) and West Kern Community College District (“Tenant” or “District”).

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **Section 1. Lease**

Tenant leases from Landlord the premises located at **210 Ash St, Taft Ca**, on the terms and conditions contained in this Lease (collectively, “Leased Premises”).

### **Section 2. Term**

The term of this Lease shall commence on July 1<sup>st</sup> 2025, and continue for a period of 60 months.

### **Section 3. Deposit**

Concurrent the execution of this Lease, Tenant shall deliver to Landlord a deposit in the amount of **\$300.00** in the form of a District warrant, personal check, cashier’s check, or cash (“Deposit”). The Deposit shall be held as security for the performance of Tenant’s obligations under this Lease pursuant to Section 14.

### **Section 4. Rent**

Rent shall be **\$645.00** per month (“Monthly Rent”), payable in advance, on the first day of each calendar month to Landlord or Landlord’s authorized agent, at the following address: **1200 California Street, Suite 104, Redlands, CA, 92374** or at any other place designated by Landlord in writing from time to time. If Tenant takes possession of the Leased Premises on a date other than the first day of a calendar month, the first rent payment shall be prorated in accordance with the then remaining number of days in the month prorated on the basis of a thirty-day month (Monthly Rent/30 = daily rent). Rent that equals the amount due for 12 months shall be paid over an 11-month period. **For July through May you will receive a check for \$703.64. There will be no payment made for the month of June each year throughout the 60-month lease term.**

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(a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due, or

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IF TO LANDLORD:

**California Housing Foundation  
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Suite 104  
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IF TO TENANT:

Attn: Superintendent-President  
WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Court  
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**Section 18. Successors and Assigns**

This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.



### **Section 19. Time**

Time is of the essence in this Lease.

### **Section 20. Holding Over**

Any holding over after expiration of the Lease, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable. No holding over or extension of this Lease shall extend the time for the exercise of the option unless agreed upon in writing by Landlord.

### **Section 21. Late Charges**

If Tenant fails to pay the Monthly Rent within five (5) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a late charge of \$25.00. The amounts due under this Section are in addition to and not in lieu of any other remedies of Landlord.

### **Section 22. Construction**

Headings at the beginning of each section of this Lease are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

### **Section 23. Further Assurances**

Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents reasonably requested to carry out the intent and purpose of this Lease.

### **Section 24. Third Party Rights**

Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease. Tenant shall not assign this Lease without Landlord's advance written approval.

### **Section 25. Counterparts**

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**Section 26. Amendment**

This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

**Section 27. Partial Invalidity**

Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

**Section 28. Governing Law and Venue**

The validity, meaning, and effect of this Lease shall be determined in accordance with California law, and any disputes concerning the subject matter of this Lease shall have proper venue in the Superior Court for the County of Kern.

IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above written.

LANDLORD:

TENANT:

CALIFORNIA HOUSING FOUNDATION

WEST KERN COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

Daniel Schenkel,  
President/CEO

By: \_\_\_\_\_

Dr. Leslie Minor  
Superintendent-President

Date: February 26, 2025

Submitted by: Megan Romero, Director of Center for Independent Living *me*

Area Administrator: Heather del Rosario, Vice President of Human Resources *hr*

Subject: Request for Approval

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:**

Request for Approval: Coordinated Career Pathways Program Design

**Background:**

The Transition to Independent Living (TIL) Program aims to expand its offerings by introducing an additional program, Coordinated Career Pathways.

The attached program design outlines the purpose, outcomes, and components of the additional program to be offered by the Transition to Independent Living Program at Taft College. Additionally, the attached payment agreement specifies the rates, terms, conditions, and expectations associated with the program.

**Terms (if applicable):**

Included in the program design and payment agreement.

**Expense (if applicable):**

NA

**Fiscal Impact Including Source of Funds (if applicable):**

This additional program offering will generate revenue, thereby supporting the financial growth of the Center for Independent Living Program budget.

Approved: \_\_\_\_\_



Dr. Leslie Minor, Interim Superintendent/President



3200 No. Sillect Ave.  
Bakersfield, CA 93308  
(661) 327-8531 Main Office  
(661) 324-5060 Fax  
(661) 327-1251 TDD

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February 20, 2025

Megan Romero  
Taft College  
29 College Place  
Taft, CA 93268

RE: Approval for program design  
Vendor # PK6945 Service Code: 956 Sub Code: NAV, CES

Dear Megan,

Kern Regional has approved the program design that you submitted for Coordinated Career Pathways PK6945-956 Sub Code- NAV, CES.

Thank you.

DocuSigned by:  
*Jamie Patino*  
DD072735660749D...

Jamie Patino  
Employment Specialist  
Community Services Department at Kern Regional Center

Supporting Equality, Independence & Opportunity

# KERN REGIONAL CENTER

## Payment Agreement

This is an agreement between Kern Regional Center (KRC) and the following provider of services (VENDOR) in reference to the rate of payment for the services specified below:

Taft College/ 29 College Place Taft, CA 93268

**VENDOR Name and Address**

Coordinated Career Pathways/ W&I Code 4870.2

PK6945

**VENDOR #**

956

**Service Code**

**Name of Program/Type of Service/T17 Section**

VENDOR agrees to accept the following rate of payment for the service above, which is provided to any regional center client. The effective date of this rate is March 1, 2025

SERVICE CODE	SUB CODE	DESCRIPTION OF RATE TYPE	RATE	COMMENTS
956	NAV	Per hour rate set by DDS for Kern Regional Center	\$88.17 per hour for 1:1 direct service	W&I Code Sections 4870.2 per DDS Directive dated 3/25/2024. Three-year pilot program. Rate set by DDS
956	CES	Per hours rate set by DDS for Kern Regional Center	\$63.73 per hour for 1:1 direct service	W&I Code Sections 4870.2 per DDS Directive dated 3/25/2024. Three-year pilot program. Rate set by DDS

VENDOR agrees to accept the above as payment in full for this service and may be subject to a rate reduction issued by the State of California. VENDOR affirms that this rate of payment does not exceed the rate of payment that the VENDOR charges any other person for this service. The vendor shall be totally and solely responsible for all taxes due, if any. For negotiated rates, vendor has been informed of the current and applicable median rate for this service. Negotiated rates are subject to W&I Code Section 4629.7 requiring that not more than 15 percent of regional center funds be spent on administrative costs.

An authorization to provide services for each client must be received by VENDOR before services begin. VENDOR shall prepare and submit a monthly invoice to KRC. Invoices shall include VENDOR name, VENDOR number, clients' names, month of service, specific dates of service, hours of service provided for each client on each date, total amount and signature of VENDOR. Services provided shall be reimbursed to VENDOR monthly, in arrears. VENDOR shall bill only for services that are actually provided to clients as authorized by KRC. VENDOR shall not bill for client absences.

VENDOR is required to keep records that specify the name of the client receiving services, the date, actual service start and end time, street address where service was provided and nature of services provided. KRC, the Department of Developmental Services and/or any authorized representative of KRC shall have the right to audit, monitor or inspect records, equipment or facilities used in the provision of services under this Agreement at any time. VENDOR shall maintain books, records, documents and other evidence pertaining to all income, expenses, and services relating to and/or affecting the performance of this Agreement in accordance with Title 17 requirements.

VENDOR, his employees, or agents performing under this Agreement act in an independent capacity. VENDOR will not hold out as, nor claim to be an officer, employee of KRC or of the State of California. VENDOR is required to abide by all laws and regulations of the State of California, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security benefits, State Disability Insurance benefits, or retirement membership or credit.

VENDOR shall provide written reports on client progress as requested by KRC. VENDOR shall report any Special Incidents to KRC. VENDOR shall follow all applicable regulations and statutes including Title 17 of the California Code of Regulations.

Either party may cancel this AGREEMENT with 60 day written notice to the other party.

Signed: Signed by:  
*Leslie Minor*  
 \_\_\_\_\_  
 VENDOR Signature of Authorized Representative  
**Leslie Minor, Interim Superintendent/President**

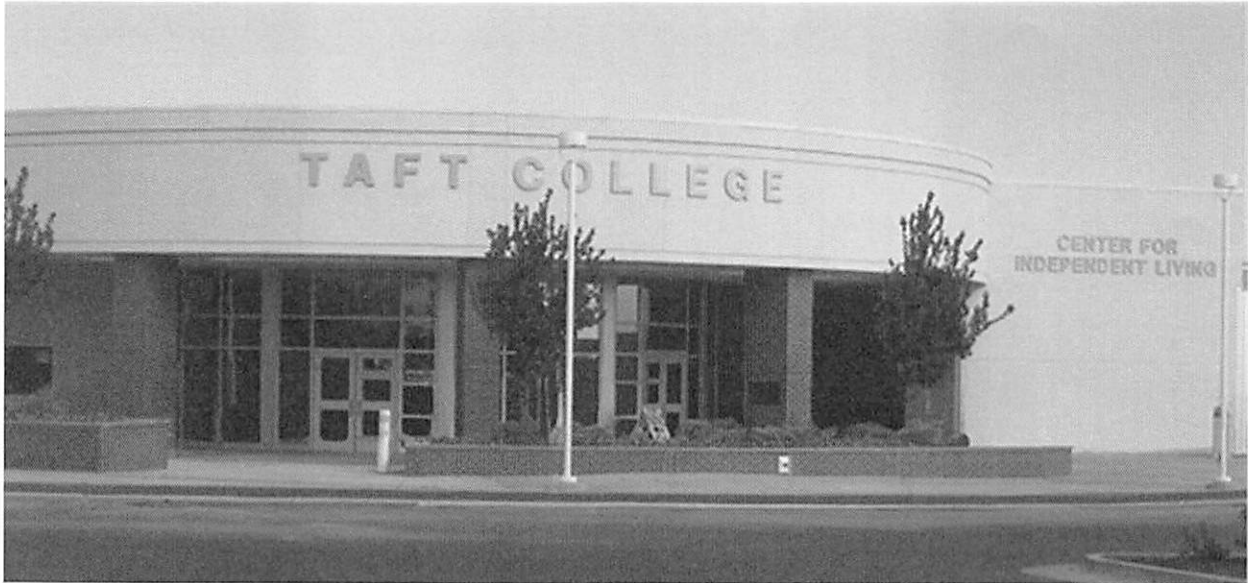
Print Name & Title of Authorized Representative

\_\_\_\_\_  
 Signature of Kern Regional Center Representative

Lynn Clark, Director of Community Services  
 Print Name and Title of Authorized Representative

# **TAFT COLLEGE**

## **Center for Independent Living**



## **Coordinated Career Pathways**

### **Program Design**

**November 2024**

**TAFT COMMUNITY COLLEGE**  
**Coordinated Career Pathways**

PROGRAM DESIGN

NAME OF PROVIDER:	TAFT COMMUNITY COLLEGE
ADDRESS:	29 COUGAR COURT TAFT, CA 93268
TELEPHONE:	(661) 763-7769
TYPE OF PROGRAM:	Coordinated Career Pathways
VENDOR CODE:	Service Code 956 / NAV/ CES

**KRC best**

**1. Program Description:**

**Purpose and Goals**

Taft College Coordinated Career Pathways (TC-CCP) is an 18 month service but can be extended to 22-month program designed for individuals to explore and achieve inclusive options such as Competitive Integrated Employment (CIE) and post-secondary education. The program offers two primary services: **Career Pathway Navigator (CPN)** and **Customized Employment (CE)**. TC-CCP's core focus is guiding individuals, including underserved populations and their families, to access employment-related, post-secondary education, and community resources. This program addresses barriers and supports individuals' personal development to achieve competitive integrated employment and the option to access/ navigate post-secondary education.

Taft College coordinated career pathways is grounded in inclusivity, ensuring that all individuals, regardless of background, have access to opportunities for growth and success. Our service is committed to inclusivity and ensuring equitable access for all individuals, regardless of their background or language. We recognize the importance of reaching underserved populations and those with limited English proficiency. Through targeted outreach, multilingual support, tailored support services, and language-access resources, we will work to remove barriers and create equitable pathways to career advancement for every individual.

**Anticipated Outcomes:**

- Individuals will set clear goals (employment and/or post-secondary education) and enhance their ability to navigate natural supports.
- Participants will secure competitive integrated employment (CIE) or a post-secondary certification/degree or continue progressing towards their career or educational goals.

**Program Components:**

- Career Pathway Navigator (CPN)
  - Career Pathway Navigator (CPN) will be approved 50 hours per month for the first three months to ensure comprehensive support. After this initial period, further hours will be determined during the Person-Centered Career Plan (PCCP) meeting, where the individual's needs and progress will be reviewed to adjust support levels accordingly.
- Person-Centered Career Plan (PCCP)
  - The Person-Centered Career Plan (PCCP) will be developed and due within 45 days of service initiation. The PCCP will be presented during a Person-Centered Team Meeting (PCTM) to ensure all aspects of the individual's needs, preferences, and goals are addressed collaboratively with the individual receiving services. This approach ensures that the individuals' voice and choice are central to their care plan.
- Customized Employment Specialist (CES)
  - Assists the individual in securing a job tailored to their unique talents, skills and interests that match the needs of the employer.
  - Identification of components of an ideal job that are best suited for the individual
  - Working collaboratively with the individual and the employer to negotiate a customized job, provisions of support, and terms of employment for the individual.
  - Providing coordination or assistance with acquiring employment support, training, and stabilization.
  - Assisting with transition planning with CPN and regional center service coordinator to address long term career development and support needs.

**Service Hours and Location:**

- Program operates Monday – Friday, 7:00 AM – 9:00 PM, in conjunction with Taft College Academic Calendar
- Services are provided on the Taft College campus, community, participants' place of residence or a natural environment.

**Attendance Policy:**

- Notify the appropriate Regional Center Service Coordinator on the fifth consecutive day of an unexcused absence.
- Participants must remain enrolled and regularly attend scheduled program activities per their IPP.

**Staffing Ratio:**

- CCP maintains a staffing ratio of 1:1.

**Staff Training:**



- In-service training is provided by both internal and external resources at a minimum of two hours per month.
- New staff receive comprehensive orientation, including an overview of the Regional Center System, Taft College policies, and safety procedures. Ongoing internal and external training addresses data collection, reporting, cultural sensitivity, consumer confidentiality, and compliance with HIPAA.
- Additional training occurs as needed, with opportunities for staff to attend seminars and workshops.

### **Personnel:**

- **Taft College President:** Provides executive oversight and strategic guidance for CCP.
- **Director:** The Program Director oversees the strategic development and implementation of the Coordinated Career Pathways (CCP) program, ensuring alignment with the program's mission of fostering community inclusion and employment opportunities for individuals with disabilities. This role involves managing partnerships with regional centers and community employers, securing funding, and ensuring program compliance with relevant standards and regulations. The Director also works to expand services and promote the program's success both locally and statewide.
- **Assistant Director:** The Assistant Director supervises the daily operations of the CCP program, including direct oversight of staff such as the Customized Employment Specialist, Vocational Specialist, and Administrative Assistant. This role ensures that program goals are met, provides guidance to staff, manages client services, and tracks program data and outcomes. The Assistant Director works closely with the Program Director to support program development, growth, and operational efficiency. Required to have completed a course or training in person centered thinking/planning and hold either an ACRE certificate with an emphasis on CE or Association of People Supporting Employment First (APSE) Certified Employment Support Professional (CESP) credentialed.
- **Career Pathway Navigator -** The CPN works with students to identify career goals, develop job skills, and create pathways to meaningful employment. Through the person-centered process which can include the students circle of support, leading to the development of the PCCP with measurable and achievable milestones. Assisting students and their families in acquiring and navigating employment related services to meet their unique needs.
- **Customized Employment Specialist:** The Customized Employment Specialist is responsible for developing personalized employment opportunities for individuals with disabilities, focusing on matching the strengths, interests, and needs of the clients to employer demands. This role involves building relationships with local employers, assessing clients' skills, and providing ongoing support to ensure job retention and success. Required to have completed a course or training in person centered

thinking/planning and hold either an ACRE certificate with an emphasis on CE or Association of People Supporting Employment First (APSE) Certified Employment Support Professional (CESP) credentialed.

- **Lead Direct Support Coordinator:** The Lead Direct Support Coordinator supports the program' by managing schedules, coordinating communication with students, staff, and external partners, maintaining records, and assisting with data tracking and reporting. Assists with Career and Postsecondary Education functions.
- 

## **2. Entrance and Exit Criteria:**

### **Entrance Criteria:**

- Applicants must be eligible to receive Regional Center services.
- Applicants goals must be to achieve competitive integrated employment or post-secondary education.
- They must be within 2 years of exiting secondary education or transitioning from subminimum wage settings to achieve CIE.
- Must register as a Taft College student
- Review of Enclosure C Referral and Service Need Evaluation Form
- Review of additional assessments and/or information must indicate the applicant's individual needs can be appropriately served by program staff and/or community resources.
- The applicant chooses to participate in Coordinated Career Pathways

### **Exit Criteria:**

- Participants complete the program upon achieving post-secondary education or competitive integrated employment goals.
  - Exiting also occurs if participants reach the maximum service months authorized or choose to withdraw.
  - Fails to attend CCP supports 95% of the time.
- 

## **3. Career Pathway Navigator**

- **Career Pathway Navigator (CPN)**

Develops a **Person-Centered Career Plan (PCCP)** tailored to individual's needs, supporting their journey toward achieving CIE. Each participant will receive 1:1 support for up to fifty hours a month for three months to develop the PCCP. The PCCP once developed will be utilized to guide the IPP objectives specific to employment.

- Person Centered Career Plan core components include:

- Vision for Employment (attachment A)
  - Career exploration and evaluation (attachment B)
  - Background information relevant to employment
  - Personal Profile/Job Seekers Profile (attachment C)
  - Barriers to CIE
  - Services, supports, and action planning (attachment D, E)
  - Participates in the IPP (Individual Program Plan) process, engaging with the individual's circle of support on:
    - Career exploration and community engagement
    - Postsecondary education and vocational training
    - Internships, supported employment, and customized employment
    - Self-employment or micro-business launch
    - Benefits education (SSI, food assistance, housing)
    - Assistive technology and transportation options
    - Financial empowerment and savings
- 

#### **4. Customized Employment Specialist:**

- **Customized Employment Specialist (CES):**

Customized Employment Specialist assists the individual in securing a job tailored to their unique talents, skills, and interests that match the needs of an employer.

- Utilizing the Person-Centered Career Plan (PCCP) to
  - Utilizes the Discovery process to identify job seekers' interests, strengths, and preferred employment environments.
  - Develops relationships with community partners to create opportunities for individuals with disabilities.
  - Offers placement support and assists employers in developing natural supports for employees.
  - Explores opportunities for self-employment or micro-enterprises.
- 

#### **5. Data Collection:**

- **Referral and Service Need Evaluation Form**

This form is used to collect initial information about individuals referred to the program. It assesses the participant's background, needs, and goals to determine the appropriate services and support they require to succeed.

- **Person-Centered Career Plan (PCCP)**

The PCCP is a personalized roadmap developed with the participant to outline their career goals, steps to achieve them, and the resources or services required. It helps ensure that services are tailored to the individual's strengths, preferences, and challenges.

- **Case Notes** are written records to document interactions and observations related to a participant. Here's a brief overview of what case notes typically include: Date and Time, Participant Information, Purpose of the Interaction, Summary of Discussion or Activity, Actions Taken, Participant's Progress or Concerns, and Next Steps.
  - **Quarterly Progress and Outcome Reports**  
These reports track and measure the progress of participants on a quarterly basis. They assess the achievement of specific goals, program outcomes, and overall effectiveness, providing insights into participant development and program performance.
  - **Semiannual Progress Reports**  
These reports provide a mid-year review of participant progress, summarizing achievements, challenges, and areas for improvement. They help program staff evaluate the ongoing effectiveness of interventions and make adjustments as needed.
  - **Attendance and Special Incident Reporting**  
This data collection method tracks participant attendance, as well as any special incidents (e.g., behavioral issues, accidents, or other notable events). This helps monitor participant engagement and addresses any issues in real time.
  - **Annual Program Assessment**  
The annual program assessment evaluates the overall effectiveness of the program over the course of the year. It reviews key performance indicators, participant outcomes, and feedback to assess the program's impact and identify opportunities for improvement.
- 

## 6. Internal Grievance Procedure:

Taft College recognizes that occasional grievances, problems, concerns, and misunderstandings may arise. The initial plan of action is to handle the situation internally, using the following guidelines.

If the problem involves the student and a specific staff member, the student is asked to first discuss it with the staff member. The student and/or staff member may choose to have someone else present when the discussion takes place.

- If the issue is not satisfactorily resolved, the student will schedule a meeting with the Assistant Director (AD).
- The AD will then invite the student and the staff member to another meeting. The AD's goal at this meeting is to facilitate a resolution.
- If the issue remains unresolved, the student will schedule a meeting with the Program Director. At this point, the student and/or the Director will ask the appropriate Service Coordinator or authorized representative to attend the meeting either in person or via telephone.
- If the issue continues to be unresolved, the student will formally submit a grievance either orally or in writing to the Program Director. Within ten (10) working days, the Director, and the Client's Right Advocate or other authorized representative will meet in an attempt to resolve the grievance.
- If the grievance remains unresolved, the Client's Right Advocate will send a written proposal of resolution to the student. If the student is dissatisfied with the proposal, the Client's Right Advocate will refer the grievance to the authorized Regional Center Representative.


All students are required to conform to the West Kern Community College District Standards of Student Conduct.

# BOARD AGENDA ITEM

**Date:** February 26, 2025

**Submitted by:** Nick Valsamides, Executive Director of Fiscal Services

**Area Administrator:** Mike Giacomini, Acting Vice President of Administrative Services

**Subject:** Request for Approval 

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Extension of Application Subscription Program Agreement with TouchNet Information Systems, Inc.

**Background:**

TouchNet Information Systems, Inc. has been hosting the District's credit card services tied to payment gateways for student access to Cougar Tracks, the District's ERP system since 2007. The services included online payment options, student payment plan options, as well as custodial services such as transaction security and maintenance of stored data and credit card numbers. This agreement facilitates the continued service of the current Touch Net products Bill+Payment Client, Bill+Payment Account Center, eRefunds, eDeposits, Bill+Payment Plans, and Commerce Central (with dashboard) software.

**Terms (if applicable):**

This agreement will extend the current agreement with TouchNet for an additional 5 years, commencing June 1, 2025, when the current agreement expires. The service period covered would be June 1, 2025, to May 31, 2030. The controlling 2010 Application Subscription Program Agreement has been attached for reference.

**Expense (if applicable):**

The annual Application Subscription Program (ASP) fee for 2025/26 is \$89,289. TouchNet reserves the right to increase the annual ASP fee by not more than 10% per year.

**Fiscal Impact Including Source of Funds (if applicable):**

The expenditure is included in the 2024/25 Business Services Budget and funding will come from the general fund.

**Approved:**   
Leslie Minor, Ph.D. Interim Superintendent/President

## TouchNet Order Form

This TouchNet Order Form is between TouchNet Information Systems, Inc. (“TouchNet”) and West Kern Community College District, for and on behalf of, Taft College (“Client”) and incorporates the terms and conditions of Client’s Master Services Agreement with TouchNet (the “Existing Agreement”) and identifies the TouchNet Services Client is purchasing. The TouchNet Order Form and the Existing Agreement are the entire agreement between the Parties regarding the products and services identified below. While TouchNet may accept Client’s purchase order, no terms or conditions in such a purchase order will supersede the terms and conditions in this TouchNet Order Form and the Existing Agreement. Each of the individuals executing the TouchNet Order Form represent and warrant that he or she is authorized to bind Client or TouchNet respectively to the terms and conditions herein.

- A. Definitions.** All capitalized terms used in this TouchNet Order Form but not defined herein have the same meaning as in the Existing Agreement. For clarity, “**TouchNet Software**” means the computer program applications that Client wishes to use and access remotely on TouchNet’s servers that enable the Services, and includes all software components, product documentation and associated media, sample files, extension files, tool and utilities and miscellaneous technical information. “**TouchNet Services**” means all software and hardware services or products that Client obtains from TouchNet or accesses through TouchNet.
- B. Campus Entity.** A “Campus Entity” means a single community college, technical college, college or university campus or facility that offers a degree program in its own name, including any internal departments or academic colleges associated with the primary institution, that share a single tax-identification number. Fees may vary depending upon (among other factors) the number of Campus Entities accessing TouchNet Services. TouchNet Software is provided to the Campus Entity that Client identifies in this TouchNet Order Form: Taft College

**C. TouchNet Services**

ASP Services	Price	Quantity	Total Price
Payment Client (including student tuition payment point), Account Center, eRefunds, eDeposits, TouchNet Payment Plans	\$52,576	1	\$52,576
<b>Total Annual ASP Fee</b>			<b>\$52,576</b>

One-Time TouchNet Licensed Software Fee	Price	Quantity	Total Price
Payment Gateway Credit Card	Previously Purchased	1	Previously Purchased
<b>Total One-Time TouchNet Licensed Software Fee</b>			<b>Previously Purchased</b>

Annual Software Maintenance/Support Fee	Price	Quantity	Total Price
Payment Gateway Credit Card	\$8,538	1	\$8,538
<b>Total Annual Software Maintenance/Support Fee</b>			<b>\$8,538</b>

Annual Hosting Services Fee	Price	Quantity	Total Price
Payment Gateway Credit Card	\$28,175	1	\$28,175
<b>Total Annual Hosting Services Fee</b>			<b>\$28,175</b>

TouchNet Integrated Solutions <sup>1</sup>	Price	Quantity	Total Price
Integrated Cross-Border Payments	Included	1	Included
Integrated Tuition Protection	Included	1	Included

<sup>1</sup> TouchNet Integrated Solutions require separate documentation with the Cross-Border Payments or Tuition Protection provider, respectively, and may be subject to additional fees.

<b>Total TouchNet Integrated Solutions Fee</b>			<b>\$0.00</b>

- D. Term.** The Term of the TouchNet Software in the ASP Services commences on June 1<sup>st</sup>, 2025 and continues for a period of five (5) years.
- E. Payment.** Client will pay all fees identified in this TouchNet Order Form as described in the Existing Agreement. Payment is in US Dollars unless stated otherwise. Fees may change annually as described in the Existing Agreement.
- F. Billing Information.**

Billing Contact Name: \_\_\_\_\_ Billing Contact Email: \_\_\_\_\_  
 Sales Tax Exempt? \_\_\_\_\_

<p>TOUCHNET INFORMATION SYSTEMS, INC.</p> <p>SIGNATURE: _____</p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>WEST KERN COMMUNITY COLLEGE DISTRICT, FOR AND ON BEHALF OF, TAFT COLLEGE</p> <p>SIGNATURE: _____</p> <p>BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p><i>*Order Form must be executed by Client on or before May 1st, 2025 to guarantee pricing.</i></p>
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## TOUCHNET MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made as of the last date shown in the signature block (“Effective Date”) between TouchNet Information Systems, Inc., 9801 Renner Road, Suite 150, Lenexa, Kansas 66219, and West Kern Community College District, for and on behalf of, Taft College, located at 29 Cougar Court, Taft, CA 93268-1437 (“Client”). TouchNet and Client may individually be referred to herein as “Party” or collectively as “Parties.”

1. **Definitions.** The capitalized terms used in this Agreement, except where specifically defined to the contrary herein, shall have the meanings as set forth below.
  - 1.1 “Actual Uptime” means the total number of minutes that the TouchNet Cloud Services are Available during a Measurement Period.
  - 1.2 “Applicable Laws” means all applicable state and federal laws, and applicable data privacy laws, including FERPA, the Gramm-Leach-Bliley Act (“GLBA”), the California Consumer Privacy Act (“CCPA”), the California Privacy Rights Act (“CPRA”), the General Data Protection Act (“GDPR”), the Payment Card Industry Data Security Standards (“PCI DSS”), and the National Automated Clearing House Association Standards (“Nacha”), as amended, together with regulations promulgated thereunder, all anti-money laundering and anti-corruption laws, including the Bank Secrecy Act, the USA PATRIOT Act of 2001, the Foreign Assets Control Act, and their related regulations as well as the sanctions, rules and regulations administered by U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), the U.S. Commerce Department’s Office of Anti-boycott Compliance and Bureau of Export Administration, and the U.S. State Department’s Office of Defense Trade Controls.
  - 1.3 “ASP Services” means Client’s purchase of an application subscription program that includes a right to access and use TouchNet Software or OneCard Software made available under a SaaS model, together with Software Updates and Support Services, for one bundled fee billed annually for a specified period of time.
  - 1.4 “Attestation of Compliance” means the form used by eligible entities to attest to the results of a PCI DSS assessment.
  - 1.5 “Available” means that the TouchNet Cloud Services can be accessed by Client.
  - 1.6 “Client Data” means all information, files, content, figures, images, text, files or other data, including End User Personal Identifiable Information (“PII”), provided to TouchNet by Client, Client Users or End Users for TouchNet’s use in providing the TouchNet Services.
  - 1.7 “Client User” means Client’s employees and authorized agents using the back office TouchNet Services functionality.
  - 1.8 “Custom Software” means any new or modified software that TouchNet develops, creates, or programs pursuant to a written agreement between Client and TouchNet. Any Custom Software is included in the definition of TouchNet Software.
  - 1.9 “Designated Configuration” means a configuration of hardware and software that TouchNet supports and on which the TouchNet Licensed Software and OneCard Licensed Software is operated by or for Client.
  - 1.10 “Documentation” means the operational, functional and technical specifications in any standard materials, guides, manuals or other related materials (not including marketing materials) that TouchNet provides from time-to-time for TouchNet Software, OneCard Software, TouchNet Licensed Software, and OneCard Licensed Software.
  - 1.11 “End User” means Client’s students or authorized third parties who are using the Client-branded TouchNet Services to make payments and otherwise engage with Client.
  - 1.12 “Exception(s)” means that the TouchNet Cloud Services will not be deemed to have a TouchNet Cloud Services Level Failure if Client’s access to the TouchNet Cloud Services does not meet the Required Availability, in whole or in part due to: (i) an act or omission by Client, use of the TouchNet Cloud Services by Client, or using Client’s access credentials, that does not strictly comply with this Agreement and the Documentation; (ii) Client’s Internet connectivity; (iii) a Force Majeure event; (iv) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by TouchNet pursuant to this Agreement; (v) disruptions in the interconnections with TouchNet servers resulting from the neglect or other fault of Client and/or its agents or contractors; (vi) equipment, software, or other items (whether or not included within the TouchNet Software) not developed, manufactured, created, or produced by TouchNet, including Third Party Software, (vii) scheduled downtime, scheduled maintenance, or emergency maintenance;

(viii) modifications of TouchNet Software not performed by TouchNet, including use of TouchNet Software with devices or software not provided or approved by TouchNet; (ix) Client's failure to properly install hardware or software, including manufactures' operational/system software, or new releases or enhancements specified by TouchNet; or (x) disabling, suspension, or termination of the TouchNet Cloud Services by TouchNet due to Client's breach of this Agreement.

- 1.13** "Force Majeure" means events beyond a Party's reasonable control, including acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, and interruptions, loss or malfunctions of utilities including telecommunication services, vandalism, other actions or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees.
- 1.14** "Implementation" means the process of installing and running the TouchNet Services for Client's use, as further described herein.
- 1.15** "Measurement Period" means a calendar month period.
- 1.16** "OneCard Hardware" means certain hardware components developed or sold by TouchNet that support the use of the OneCard Services.
- 1.17** "OneCard Licensed Software" means all computer programs described in a TouchNet Order Form (in object code form only) that are licensed annually or on a term basis and that may be used with OneCard Hardware.
- 1.18** "OneCard Services" means the solution that includes OneCard Hardware, OneCard Licensed Software, and OneCard Software, along with the OneCard Support Services. OneCard Services enable ID card production, administrative management, ERP integration, reporting, time and attendance transactions, event management, mobile credential, cardholder account management, financial declining balance, and account verification, and may include add-on functionality. OneCard Services are part of TouchNet Services.
- 1.19** "OneCard Software" means the computer program applications that Client wishes to use and access remotely on TouchNet's servers in the TouchNet DataCenter that enable OneCard Services to the extent that they are made available to Client on a remote-access, subscription basis via the Internet (also known as software as a service ("SaaS") model). OneCard Software includes the software Client is licensing as identified on a TouchNet Order Form.
- 1.20** "OneCard Support Services" means the support that TouchNet provides Client in connection with OneCard Hardware and/or OneCard Licensed Software for an additional annual fee. OneCard Support Services includes the OneCard Hardware and/or OneCard Licensed Software identified on a TouchNet Order Form.
- 1.21** "Percentage Availability" means the percentage of time the TouchNet Cloud Services was Available during a Measurement Period, which will be calculated as follows:  $(\text{Actual Uptime} \div (\text{Total Minutes in Scheduled Uptime in Measurement Period} - \text{Total Minutes in Scheduled Uptime in Measurement Period TouchNet Cloud Services are not Available due to an Exception})) \times 100 = \text{Percentage Availability}$ .
- 1.22** "Personally Identifiable Information" or "PII" means (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Included is all information as defined in Section 99.3 of the Family Educational Rights and Privacy Act ("FERPA").
- 1.23** "Professional Services" means any work, assistance or support TouchNet staff performs that is a project and knowledge-based service that may include implementation, modifications, or additions to TouchNet Services that do not also meet the definition of Custom Software.
- 1.24** "Required Availability" means the percentage of time the TouchNet Cloud Services must be Available over the course of a Measurement Period, excluding any Exceptions. Such percentage of time is hereby 99%.
- 1.25** "Scheduled Uptime" means the period of time for which the TouchNet Cloud Services is intended to be Available. Such period of time is 24 hours per day, 7 days per week, less any Exceptions.
- 1.26** "SIS/ERP Connect" means any software that the Client will need to install on its own Student Information System in order to access and interface with the TouchNet Services.
- 1.27** "Software Updates" means all updates, error corrections, patches, version releases, and enhancements that TouchNet makes available to all clients after the initial implementation, together with any applicable additional or different terms, for the TouchNet Licensed Software or TouchNet Software.

- 1.28** "SSAE" means Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization, produced by the American Institute of Certified Public Accountants.
- 1.29** "Support Services" means the support that TouchNet provides Client in connection with the TouchNet Services.
- 1.30** "Support Services Annual Term" means the annual period that begins on the date of purchase of OneCard Services. For example, if OneCard Hardware is initially purchased on July 1, the Support Services Annual Term would be July 1 through June 30.
- 1.31** "Student Information System" means Client's computer system, including all computers, peripherals, and cables and connectors; hardware and software (whether in source code or object code); and the student and/or faculty-related information and data stored, managed, accessed, and manipulated therein or thereby.
- 1.32** "Test Environment" means the environment TouchNet provides that will be configured the same as, or similar to, the Client's production environment and hosted in TouchNet's DataCenter for Client to test the TouchNet Services.
- 1.33** "Third Party Software" means software that is: developed for general commercial use; available to the public; or not developed by or for TouchNet, and includes without limitation: commercial off-the-shelf software; operating system software; and application software, tools, and utilities.
- 1.34** "TouchNet Business Hours" means the hours of 7:00 a.m. until 7:00 p.m., Central Time, Monday through Friday other than standard United States financial holidays.
- 1.35** "TouchNet Client Community" means TouchNet's Client-facing portal, which contains general Client account information, product and service Documentation, mechanisms related to Support Services ticket creation, and other resources available to Client at no additional cost.
- 1.36** "TouchNet Cloud Services" means, collectively, the TouchNet ASP Services and Hosting Services described in Section 2, and includes both TouchNet's UCommerce and OneCard Software to the extent that they are delivered through a software as a service ("SaaS") model.
- 1.37** "TouchNet Cloud Services Level Failure" means that the Percentage Availability was below the Required Availability for the TouchNet Cloud Services.
- 1.38** "TouchNet Data" means all TouchNet-created information, files, content, figures, images, text, files or other data provided by TouchNet to Client in connection with Client's use of the TouchNet Services.
- 1.39** "TouchNet DataCenter" means a location where the TouchNet Software resides.
- 1.40** "TouchNet Licensed Software" means all computer programs described in a TouchNet Order Form (in object code form only) that are typically licensed on a perpetual basis, but may also be licensed on a term, or annually renewable basis from TouchNet, and which can either be hosted on Client's premises (and solely within Client's control and liability) or that can be hosted in the TouchNet DataCenter. If Client chooses to have TouchNet host the TouchNet Licensed Software, Client is required to purchase annual Hosting Services and TouchNet Software Maintenance and Support Services for an additional fee, that itself can be purchased on a term or annually renewable basis.
- 1.41** "TouchNet Order Form" means the form identifying the exact TouchNet Services and corresponding fees that Client purchases. Any additional purchases of TouchNet Services shall be made on a TouchNet Order Form, and are subject to the terms and conditions of this Agreement unless stated otherwise in the TouchNet Order Form.
- 1.42** "TouchNet Ready Integration" means the TouchNet-approved integration between certain TouchNet Services and a third party's proprietary software application, enabling additional functionality.
- 1.43** "TouchNet Services" means all software and hardware services or products that Client obtains from TouchNet or accesses through TouchNet, including TouchNet Licensed Software, TouchNet Software, OneCard Software, OneCard Licensed Software, OneCard Hardware, and OneCard Support Services.
- 1.44** "TouchNet Software" means the computer program applications that Client wishes to use and access remotely on TouchNet's servers that enable the TouchNet Services, delivered through a SaaS model, and includes all software components, product documentation and associated media, sample files, extension files, tool and utilities and miscellaneous technical information. TouchNet Software includes software that is identified on the TouchNet Order Form, and includes both TouchNet Software and OneCard Software.

- 1.45 “TouchNet Software Maintenance and Support” means, for an additional fee identified on the TouchNet Order Form, Client will receive Software Updates and Unlimited Telephone Support for its TouchNet Licensed Software.
- 1.46 “UCommerce Services” means the software modules that TouchNet provides to enable automated and integrated campus commerce services and other financial services software, and is included in the definition of TouchNet Services.
- 1.47 “Unlimited Telephone Support” means that TouchNet shall provide Client, with respect to the TouchNet Services, unlimited telephone support over its technical support line during TouchNet Business Hours.
- 1.48 “Warranty Period” means that the OneCard Hardware purchased from TouchNet shall be free from faulty workmanship and defective materials for a period of ninety (90) days, which will be calculated from the date Client receives the OneCard Hardware.
- 2 **Scope of Agreement.** This Agreement governs all TouchNet Services, including: (a) any license rights to any TouchNet Licensed Software and any associated, hosting, support and maintenance services (b) any license rights to any OneCard Licensed Software; (c) any right to access and use any TouchNet Software and any OneCard Software purchased via application subscription program (“ASP”); (d) any Professional Services; (e) any TouchNet Cloud Services or other managed hosting services; (f) any TouchNet Ready Integrations with third parties; (g) any OneCard Hardware and/or firmware; and any (h) OneCard Support Services.
- 3 **Software License Types and General Rights and Restrictions Thereto.**
- 3.1 **ASP Services.** With respect to ASP Services, TouchNet grants Client a non-exclusive, non-transferable, non-sublicenseable license to access and use the TouchNet Software and OneCard Software on TouchNet’s servers at the TouchNet DataCenter made available by TouchNet on a remote-access, subscription basis via the Internet solely in support of Client’s operations, as shown on the TouchNet Order Form. This limited license includes standard maintenance, hosting, Software Updates and Support Services.
- 3.1.1 **Implementation.** Implementation of the TouchNet Software will follow the process described in the Equipment and Client Tasks for Set Up, Installation and Implementation of Software, found in TouchNet’s Client Community.
- 3.1.2 **Client Responsibility.** The TouchNet Software may require Client to assist TouchNet in accessing files on Client’s Student Information System to achieve an interface between the TouchNet Software and the Student Information System as well as permit testing of certain functionality. Client agrees to provide assistance reasonably necessary to enable TouchNet to provide the TouchNet Services.
- 3.1.3 **Schedules.** If Client reschedules an Implementation after a date has been determined, a surcharge of 50% of the total Professional Services Fee assessed on the TouchNet Order Form may apply, and the Implementation will be rescheduled based upon TouchNet’s availability at that time. The maximum time allowed for Implementation for all TouchNet Services is twelve (12) months. If delays beyond twelve (12) months are caused by Client, additional Professional Services Fees may apply.
- 3.1.4 **Client Testing.** TouchNet will make a Test Environment available to Client before going live. The Test Environment will receive a lower service level than the production environment. The Test Environment will not receive monitoring of critical system or services, nor will it receive twenty-four (24) hour notification or support.
- 3.1.5 **Support Services.** Support Services for the TouchNet Software are included in the bundled pricing for ASP Services. During the term of this Agreement, TouchNet will provide 24/7/365 monitoring and support of the TouchNet DataCenter. Support is provided during TouchNet’s Business Hours and such support is available by phone, email, or via TouchNet’s Client Community. As part of its Support Services, TouchNet will provide Client with Unlimited Telephone Support.
- 3.1.6 **Standard Maintenance.** Standard Maintenance is provided for TouchNet Software as part of the bundled pricing for ASP Services. Client acknowledges and agrees that during such periods of maintenance or repair, the TouchNet Software may not be Available for Client’s use. TouchNet endeavors to perform routine maintenance outside of TouchNet Business Hours. TouchNet publishes planned maintenance windows and uses commercially reasonable efforts to provide Client fourteen (14) days’ notice before the monthly four (4) hour maintenance windows. In rare events, and to the extent possible, TouchNet will give Client at least twenty-four (24) hours advance notice of down-time for emergency maintenance that could include updates to security systems.

- 3.2 TouchNet Licensed Software Provided on an Annual, Perpetual or Term Basis.** With respect to TouchNet Licensed Software, whether (a) licensed on a Term basis, or by (b) an annual and ongoing, renewable basis, or by (c) “perpetual” basis, unless and until terminated as provided herein, TouchNet grants Client a non-exclusive, non-transferable, non-sublicenseable, license to use the TouchNet Licensed Software on a Designated Configuration solely in support of Client’s operations, with the option of hosting the TouchNet Licensed Software either on Client’s premises or, for additional fees, to host and maintain the TouchNet Licensed Software in the TouchNet DataCenter.
- 3.2.1 Installation.** If the TouchNet Licensed Software is not hosted by TouchNet, Client is responsible for installation of the TouchNet Licensed Software at the Setup Site identified on the TouchNet Order Form. If the TouchNet Licensed Software is hosted in the TouchNet DataCenter, Client shall be responsible for timely performance of all tasks allocated to it on the Equipment and Client Tasks for Set Up, Installation and Implementation of Software, found in TouchNet’s Client Community. Client’s failure to perform any functionally necessary installation will relieve TouchNet of any subsequently arising obligations hereunder. All installation services TouchNet may provide in connection with this Agreement (regardless of where performed) will occur during TouchNet Business Hours.
- 3.2.2 System Tests.** Tests of the TouchNet Licensed Software will be conducted by TouchNet and may be witnessed by Client using standard TouchNet procedures that demonstrate compliance with applicable specifications detailed in this Agreement.
- 3.2.3 TouchNet Licensed Software Maintenance and Support.** Where Client chooses to host the TouchNet Licensed Software in the TouchNet DataCenter, Client must pay an additional fee, included on the TouchNet Order Form, for receipt of TouchNet Software Maintenance and Support. TouchNet will notify Client when Software Updates are available and make the Software Updates available to Client. To receive TouchNet Software Maintenance and Support, Client must (i) promptly and effectively comply with any reasonable requirements related to the Software Updates and (ii) ensure that Client’s hardware, software, and operating systems are compatible with the current version of the TouchNet Licensed Software and Software Update.
- 3.2.3.1 Exclusions from TouchNet Licensed Software Maintenance and Support.** Support for issues arising from (i) a Force Majeure event; (ii) any incidents caused by an Exception is not included in TouchNet Licensed Software Maintenance and Support.
- 3.2.3.2 Cost of Support for Excluded Service.** Any error, corrections, repairs, or replacements required to make the TouchNet Licensed Software function properly because of Client modifications to the Student Information System or other IT assets, shall be provided at TouchNet’s then-current hourly rate for repair and other technical service and TouchNet’s then standard price for replacement products, as agreed to in a TouchNet Order Form.
- 3.2.4 Hosted Services.** If Client purchases TouchNet Licensed Software and wants TouchNet to manage Client’s TouchNet Licensed Software through TouchNet’s DataCenter, Client must purchase Hosting Services, for an additional fee, as well as TouchNet Software Maintenance and Support.
- 3.3 OneCard Licensed Software Provided on an Annual or Term Basis.** With respect to OneCard Licensed Software, whether (a) licensed on a Term basis, or by (b) an ongoing annually renewable basis, unless and until terminated as provided herein, TouchNet grants Client a non-exclusive, non-transferable, non-sublicenseable, license to use the OneCard Licensed Software on a Designated Configuration solely in support of Client’s operations.
- 3.4 Grant of Rights.** All software is licensed, not sold. All rights, title and interest, including all copyrights and other intellectual property rights, in and to the software (including but not limited to any software components, Documentation and associated media, sample files, extension files, tool and utilizes and miscellaneous technical information) and any copies Client is permitted to use by virtue of this Agreement are owned exclusively by TouchNet or its licensors. All trademarks and service marks referenced in the Agreement or in the product documentation belong to their respective owners and this Agreement does not grant Client any rights in connection with any trademarks or service marks. TouchNet retains all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with TouchNet’s provision of any services or the performance of any obligations hereunder. Any intellectual property rights not expressly granted herein are expressly reserved by TouchNet. OneCard Hardware may be required to operate the OneCard Licensed Software. In that event, Client must also purchase and enroll in the OneCard Support Services program for its OneCard Licensed Software, for each annual period, subject to the terms of this

Agreement, so that Client may continue use of the OneCard Licensed Software. If Client does not elect to enroll in the OneCard Support Services program in those situations where OneCard Hardware is required to operate the OneCard Licensed Software, Client, subject to TouchNet's directive, will promptly remove and/or return the OneCard Licensed Software to TouchNet.

- 3.5 Prohibited Activities and Uses.** Client shall use the TouchNet Services solely for processing data in the ordinary course of its operations and shall not use the TouchNet Services in connection with a service bureau or in any other similar way to process, store, analyze, manipulate, or otherwise handle the data of other persons or entities. Client may not sub-license, assign, transfer, or otherwise give or furnish any of its rights under this Agreement to any third person, nor may Client assert or represent that it has any ownership rights in, or the right to sell, transfer or sub-license, the TouchNet Services to any third party. Client shall not, under any circumstances, directly or indirectly, down-load, copy, modify, decompile, reverse engineer, or otherwise attempt to discover the source code for the TouchNet Services. Finally, Client shall not keep and/or utilize OneCard Licensed Software required to operate OneCard Hardware without also purchasing OneCard Support Services.
- 3.6 Exclusivity.** During the Term, TouchNet will be Client's exclusive provider of the TouchNet Services purchased by Client. Client will not develop for itself, and will not enter into any agreement with a third party that develops, sells or provides, services which are substantially similar to or competitive with the TouchNet Services.
- 3.7 Product Specific Terms.** If there are product-specific terms for individual TouchNet Services, those will be reflected on the TouchNet Order Form for those specific products.
- 3.8 Change by Client.** To the extent Client makes changes to its SIS or other systems, including its general ledger, finance, or enrollment systems, and any institutional information technology infrastructure changes, TouchNet does not commit to supporting such changes. If Client intends to make such a change, it will provide no less than 180 days' notice to TouchNet, and TouchNet will make commercially reasonable efforts to support such changes. If TouchNet imposes a charge for any of TouchNet's required Professional Services resulting from a Client change, the Parties will memorialize both the Professional Services and the corresponding fees on a TouchNet Order Form, or other written document.
- 3.9 SIS/ERP Connect Software.** If TouchNet provides SIS/ERP Connect Software, it is licensed (on a non-exclusive and non-sublicensable basis) to Client solely for the purpose of enabling Client to access (and interface with) the TouchNet Services. The SIS/ERP Connect Software may not be used for any other purpose whatsoever.
- 3.10 Client Responsibilities.** Client is responsible for all activities that occur under Client's End User accounts and agrees to present any terms and conditions or privacy policy that Client deems reasonable. Client shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data, information or material provided or submitted to TouchNet by Client or End Users; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the TouchNet Services, and notify TouchNet promptly of any such unauthorized use; and (iii) be responsible for acquiring and maintaining any systems, services, software, and hardware necessary to connect to the TouchNet Services.
- 3.11 Compliance with Applicable Laws.** The Parties agree to comply with all Applicable Laws.

#### **4 Availability of TouchNet Cloud Services.**

- 4.1 Service Level Assurance.** Subject to the terms and conditions of this Agreement, TouchNet's objective is to use commercially reasonable efforts to make the TouchNet Cloud Services Available for the Required Availability percentage of the Scheduled Uptime over the course of the Measurement Period, excluding any unavailability as a result of any of the Exceptions ("SLA"). This SLA does not apply to (i) Third Party Software or other third party services (ii) Implementation, (iii) any purchases covered by special support arrangements such as pilot program participation or the development of Custom Software.
- 4.2 Remedy.** In the event that Client's access to the TouchNet Cloud Services hereunder becomes unavailable, Client shall immediately notify TouchNet. Unless Client's access to the TouchNet Cloud Services are unavailable due to an Exception or for other reasons beyond TouchNet's control, if Client has notified TouchNet and a TouchNet Cloud Services Level Failure event has occurred, TouchNet shall, upon Client's written request, issue a credit to Client in an amount equal to five percent (5%) of the fees for the impacted TouchNet Cloud Service

for the month in which the TouchNet Cloud Services Level Failure event occurred. For purposes of calculating credits, any period of unavailability shall be counted from the time such unavailability is reported to TouchNet until such time that access is restored. Except as stated in this Section 4, TouchNet makes no representations or warranties pertaining to the Availability of the TouchNet Cloud Services, and therefore, the remedies set forth in this Section represent TouchNet's sole obligation and liability to and Client's sole remedies for any TouchNet Cloud Services Level Failure(s).

- 4.3 Maintenance.** Client acknowledges and agrees that TouchNet will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the TouchNet Cloud Services may not be available for Client's use. TouchNet generally schedules maintenance outside of business hours, usually between 2:00 am and 6:00 am central time. TouchNet's objective is to minimize the duration of any such unavailability and it endeavors to perform routine maintenance outside of TouchNet Business Hours. TouchNet publishes planned maintenance windows and will use commercially reasonable efforts to provide Client fourteen (14) days' notice before the pre-scheduled four (4) hour monthly maintenance windows that take place outside of TouchNet Business Hours. In other rare events, and to the extent possible, TouchNet will give Client at least twenty-four (24) hours advance notice of down-time for emergency maintenance that could include updates to security systems. Client shall be responsible for arranging for all telecommunications connections.

## **5 TouchNet Ready Integrations.**

- 5.1 Connections.** If Client purchases a license for a TouchNet Ready Integration, TouchNet grants Client a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each T-Link, API, or other connection ("Connection") set forth in the TouchNet Order Form or reflected in the TouchNet Client Community. TouchNet will provide information necessary to enable Client's secure use of the Connection(s). Client may not use or install the Connection(s) for any other purpose, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the Connection(s) or any part thereof. TouchNet reserves the right to limit the number and/or frequency of requests for Connection(s), or take other actions necessary to protect the integrity of the TouchNet Services.

- 5.1.1** To the extent Client uses an API for its Connection, that API relies on a third party system to capture sensitive data that may be protected by PCI DSS, the Gramm-Leach Bliley Act, HIPAA, FERPA, or other applicable privacy laws and security standards. Client is responsible for ensuring the third party system and integration to the API is compliant with PCI DSS and other applicable privacy laws and security standards. TouchNet is not responsible for any third party, or any third party applications or integrations.
- 5.1.2** Client's use of the TouchNet Ready Integration(s) requires Client to have a valid subscription to access and use, or a license to, TouchNet Software. TouchNet reserves the right to cancel Client's access to any TouchNet Ready Integration upon thirty (30) days' notice. Client agrees and understands it is only receiving a nontransferable, nonexclusive right to access and use the Connection(s), and the specifications are for Client's internal purposes and only for use with approved developed integrations. No right is granted to distribute or otherwise use all or any portion of the Connection(s), the interfacing applications, or the specifications.

- 6 Third Party Software.** Certain TouchNet Services may contain Third Party Software. To the extent that any Third Party Software requires notices and/or additional terms and conditions, TouchNet will post that information in the TouchNet Client Community. In the event of any conflict between this Agreement and any third party terms applicable to any portion of the TouchNet Services, such as open-source license terms or equipment terms, such other terms will control as to that portion of the TouchNet Services and to the extent of the conflict. If TouchNet provides Third Party Software and subsequently ceases to be an authorized provider of such Third Party Software, TouchNet reserves the right to terminate such Third Party Software license granted to Client as well as any associated services.

**6.1** Unless otherwise specified in this Agreement, the Third Party Software is licensed and made available to Client only for use with or as an integrated component of the TouchNet Services. Client shall not use Third Party Software provided by TouchNet separately from the components of the TouchNet Services.

**6.2** Client hereby authorizes TouchNet to report Client metrics associated with Client's use of the Third Party Software to permit TouchNet to comply with its agreement(s) with the Third Party Software licensor.

- 7 Hardware.** This Agreement governs Client's use of OneCard Hardware. The terms and conditions in this Section 7 do not apply to hardware used with TouchNet Software. To the extent Client obtains hardware to use with the TouchNet Software, Client will leverage a different process, as mutually agreed between Client and TouchNet.

- 7.1 OneCard Hardware.** Client's purchase of OneCard Hardware is optional with the exception that purchase of OneCard Hardware may be necessary to operate certain OneCard Services. Unless required to operate certain OneCard Services, Client's purchase and enrollment in the OneCard Support Services program is optional for each annual period, subject to the terms of this Agreement, except where initially declined, and in that case, OneCard Support Services will not be available for purchase later for that particular OneCard Hardware. TouchNet will provide support for point of sale terminals and included peripherals obtained through TouchNet for five (5) years from the purchase date. All OneCard Hardware is subject to reaching its end-of-life, at which time it will no longer be supported.
- 7.2 Ownership.** Upon payment for OneCard Hardware, Client will fully own the OneCard Hardware, with all rights and responsibilities of ownership. OneCard Hardware is not provided under any lease, rent or buyback program.
- 7.3 Client Responsibilities.** Upon delivery of OneCard Hardware, Client will be responsible for the following: (i) physical installation, physical maintenance, and physical security of OneCard Hardware; (ii) any hardware, cabling or systems that are not provided by TouchNet but that may be part of Client's IT infrastructure; (iii) providing any necessary code-compliant power outlets and network connectivity appropriately positioned at each installation site where OneCard Hardware is intended to be used or installed; (iv) ensuring that firewalls and/or web filters installed on the network do not impede the proper functioning of OneCard Services; (v) any hardware or operating system related issues, failures, viruses, or vulnerabilities following the purchase, or breakages that are not covered by warranty; and (vi) facilitating any warranty service that becomes necessary, including returning any defective hardware. Client may install its OneCard Hardware itself or Client has the option of hiring a third-party to do so, at Client's own cost. Client can also purchase additional services from TouchNet for TouchNet's on-site presence during installation of the OneCard Hardware where TouchNet could help direct either Client or its third party contractor on how installation should occur and could provide certain training on the OneCard Hardware to Client's staff. Once TouchNet is on site at Client's facility, installation delays (including those resulting from one of the above factors that Client is responsible to handle) caused by Client or a third party under Client's control will result in mutually agreeable additional charges.
- 7.4 OneCard Hardware Warranty.** Subject to the section below, and assuming Client's enrollment in the OneCard Support Services program, TouchNet warrants the OneCard Hardware will perform as depicted in any OneCard Documentation provided to Client for the Warranty Period, and that each piece of OneCard Hardware will be free from faulty workmanship and defective materials for a period of ninety (90) days ("Warranty Period"), which shall be calculated from the date Client receives the OneCard Hardware. If Client notifies TouchNet within the Warranty Period of a defect or faulty workmanship in a piece of OneCard Hardware, TouchNet will, at its option, either repair or replace the affected OneCard Hardware. Client will pay shipping to return the affected OneCard Hardware to TouchNet, and TouchNet will pay shipping costs to return the repaired or replacement OneCard Hardware back to Client. Repair or replacement of OneCard Hardware does not extend the Warranty Period.
- 7.5 OneCard Hardware Disclaimers.**
- 7.5.1** THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TOUCHNET SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN ADDITION, THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY, WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, PERFORMANCE OR NON-PERFORMANCE OF THE ONECARD HARDWARE. REPAIR OR REPLACEMENT, AT TOUCHNET'S DISCRETION, SHALL BE THE SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS, OR INJURY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, ONECARD HARDWARE IS SOLD "AS IS".
- 7.5.2** All OneCard Hardware is subject to reaching its end-of-life, at which time TouchNet will no longer provide support.
- 7.5.3** TouchNet does not perform physical installation of any OneCard Hardware, and therefore, does not have any right or responsibility for (a) physical security, general upkeep and/or maintenance of the OneCard Hardware or for (b) any third party software present in the OneCard Hardware, or for (c) any inadequacy of the installation environment such as inadequate power or electrical failure, freezing conditions, heat or moisture conditions above or beyond normal office environments, or outside environments for weatherized equipment, or for (d) any problems attributable to an End User's network environment.



- 7.5.4 TouchNet also does not have any right or responsibility for repairs resulting from any of the following reasons or events:
  - 7.5.4.1 Client's use of the OneCard Hardware or TouchNet Software for purposes other than those for which it was intended or inconsistent with this Agreement;
  - 7.5.4.2 For damage resulting from anything other than normal wear;
  - 7.5.4.3 Prior repairs made by someone other than a TouchNet employee or authorized TouchNet OneCard repair vendor;
  - 7.5.4.4 For damage resulting from an accident or event of Force Majeure or other disaster, including but not limited to fire, lightning, flood, water, or wind; or
  - 7.5.4.5 Transportation issues.
- 7.5.5 TouchNet is not responsible for providing replacement light bulbs, batteries and other supplies; or Client licensing for operating systems and other Client owned software that are present on, or utilized by, the OneCard Hardware.
- 7.5.6 To the extent that TouchNet Software becomes incompatible with OneCard Hardware or ceases functioning on OneCard Hardware following the Warranty Period of the OneCard Hardware, TouchNet shall not be responsible or required to support such OneCard Hardware or provide backwards compatibility with such OneCard Hardware, nor to replace or refund such OneCard Hardware; notwithstanding that replacement hardware may be purchased from TouchNet.
- 7.5.7 If, for any reason, Client discontinues use of the OneCard Software, or TouchNet discontinues providing Client with the OneCard Services, TouchNet shall not have any obligation to provide any ongoing support (including OneCard Support Services or general assistance moving to another vendor's services) for any OneCard Hardware or any OneCard Licensed Software installed on or accessed by the OneCard Hardware.
- 7.5.8 Client has a limited return time window of thirty (30) days from its receipt of the OneCard Hardware to both test it and request the right to return it or be refunded for the purchase of OneCard Hardware. Returns of OneCard Hardware are subject to a restocking fee, currently thirty-five percent (35%) of the purchase price of the OneCard Hardware.

7.6 **Substitutions.** TouchNet reserves the right to change the OneCard Hardware or technical services offerings at any time, including the right to (i) discontinue offering any hardware or technical service, (ii) substitute hardware components for any order or warranty replacement, (iii) offer alternative hardware products, configurations and/or technical services, or (iv) substitute any ordered or warranted hardware component with another component providing substantially similar or better functionality and quality.

## 8 OneCard Support Services

- 8.1 **Enrollment.** Client's continuous enrollment in the OneCard Support Services program is optional but may be mandatory in order for Client to receive and keep certain rights provided under this Agreement for the OneCard Hardware (e.g. Warranty Period) and/or OneCard Licensed Software (e.g. annual license use right). The OneCard Support Services are provided on an annual basis, subject to the terms of this Agreement.
- 8.2 **OneCard Licensed Software Support.** Clients with OneCard Licensed Software that are current paid subscribers of the OneCard Support Services will receive (a) software updates that are made generally available to all current paid subscribers of OneCard Support Services, (b) fixes that address any OneCard Licensed Software issues that have been reported, diagnosed and resolved by TouchNet technicians, (c) help desk support between the hours of 7am and 7pm Central Time with afterhours support available via an emergency support contact number; and (d) remote diagnosis and troubleshooting only through the use of Bomgar or similar sessions. Client may request additional support services from TouchNet for an additional fee.
- 8.3 **OneCard Hardware Support.** After the Warranty Period, TouchNet shall either repair the terminal or part, or replace it, with a either a rebuilt or new terminal or either a rebuilt or new part, within a reasonable time and thereafter promptly shall ship the repaired, rebuilt or new replacement terminal or part to Client. If the terminal is not repairable or is designated end-of-life by its manufacturer, Client may apply the maintenance paid for the current year for that terminal to the purchase of a new terminal. Expedited shipping is available at Client's

request and expense. Despite the foregoing, all OneCard Hardware is subject to reaching its end-of-life, at which time TouchNet will no longer provide support.

**8.4 Disclaimer.** Section 7.5 (OneCard Hardware Disclaimers) also applies to the TouchNet OneCard Support Services.

**9 Warranty for TouchNet Software, OneCard Software, TouchNet Licensed Software, OneCard Licensed Software and Services.**

**9.1 Software and Services Warranty.** TOUCHNET WARRANTS THAT TOUCHNET SOFTWARE, ONECARD SOFTWARE, TOUCHNET LICENSED SOFTWARE, AND ONECARD LICENSED SOFTWARE SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH TOUCHNET'S WRITTEN DOCUMENTATION, AND THAT ALL SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMAN-LIKE MANNER. THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TOUCHNET SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY, WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SOFTWARE, AND REPAIR OR REPLACEMENT, AT TOUCHNET'S OPTION, SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS SOLD "AS IS." NO THIRD PARTY SOFTWARE IS WARRANTED BY TOUCHNET. TOUCHNET DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE.

**9.2 Remedy.** If Client believes there has been a breach of a warranty above, Client shall promptly notify TouchNet in writing, and TouchNet will attempt to reproduce and verify the non-conformity. If able to reproduce the non-conformity, TouchNet will make reasonable efforts to repair or otherwise remedy the non-conformity so that the impacted TouchNet Services materially comply with the warranty. Repairs may include code fixes, workarounds, or other modifications.

**10 Limitation of Liability and Indemnification**

**10.1 Limitation of Liability.** IN NO EVENT SHALL TOUCHNET BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE, PERFORMANCE, NON-PERFORMANCE OF OR INABILITY TO USE THE TOUCHNET SERVICES, EVEN IF TOUCHNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TOUCHNET'S TOTAL LIABILITY TO CLIENT EXCEED THE FEES PAID BY CLIENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM TO TOUCHNET FOR THE SPECIFIC TOUCHNET SERVICES GIVING RISE TO THE LIABILITY FROM WHICH THE CLAIM AROSE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION ENTITLED "LIMITATION OF LIABILITY" AND CLIENT ACKNOWLEDGES THAT WITHOUT CLIENT'S AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN THE FEES CHARGED FOR THE TOUCHNET SERVICES WOULD BE HIGHER.

**10.2 Intellectual Property Indemnification.** Subject to Section 10.1, TouchNet will indemnify, defend and hold Client and its officers, employees and agents ("Client Indemnitees") harmless from and against any and all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against Client Indemnitees by a third party (collectively, "Claims") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Client alleging that the use of the TouchNet Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the TouchNet Services in violation of this Agreement or applicable law, (ii) use of the Services after TouchNet notifies Client to discontinue use because of an infringement claim, (iii) any claim relating to any third party content or data or (iv) modifications to the TouchNet Services unauthorized by TouchNet. If any of the TouchNet Services are held to infringe, TouchNet will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Client against such claim without cost to Client; (b) to replace the relevant TouchNet Services with non-infringing TouchNet

Services; or (c) if TouchNet determines in its sole discretion that (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Client any prepaid unused fees paid to TouchNet for the infringing TouchNet Services. The rights and remedies granted Client under this Section (“IP Indemnification”) state TouchNet’s entire liability, and Client’s sole and exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

- 10.3 TouchNet Indemnification.** In addition to the IP Indemnification, TouchNet shall indemnify and hold harmless Client Indemnitees from and against any and all Claims arising directly from TouchNet’s gross negligence or intentional misconduct.
- 10.4 Client Indemnification.** Except to the extent prohibited by Applicable Law, including laws providing for the sovereign immunity of government entities, Client will indemnify and hold harmless TouchNet, its affiliates, or its employees, contractors, agents, or assigns (a “TouchNet Indemnitee”) resulting from Claims directly arising from (a) Client’s use of the TouchNet Services inconsistent with the terms of this Agreement (b) the accuracy of Client Data or any other content submitted to TouchNet, (c) TouchNet’s access to, processing or storage of any Client Data as authorized hereunder; or (d) Client’s gross negligence, or willful misconduct.
- 10.5 Indemnification Procedure.** The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party’s obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party’s cost).

## 11 Data Privacy and Security.

- 11.1 Data Privacy.** TouchNet holds all PII from Client Data received through the TouchNet Cloud Services in its secure network at the secure TouchNet DataCenter. TouchNet maintains compliance with industry standard information security and privacy standards, and complies with all Applicable Laws. TouchNet’s security controls substantially comply with NIST Cybersecurity Framework, and are reviewed by independent third parties for compliance with SSAE standards. TouchNet has also implemented security controls, including using firewall technology, encrypting data, regularly updating antivirus software, restricting access to data based on business need, identifying and authenticating access to system components, restricting physical access to data, testing security systems and processes, and maintaining internal policies that address information security.
- 11.2 FERPA.** If Client’s Confidential Information is subject to FERPA, Client, pursuant to 34 C.F.R. § 99.31(a)(1), hereby designates TouchNet as an “official” with a legitimate educational interest in the Confidential Information. TouchNet’s designation as an “official” of Client is solely for the purposes of FERPA compliance and for no other purpose whatsoever, and to the extent Client has policies, rules, and procedures binding on Client “officials” generally, such policies, rules, and procedures will apply to TouchNet only insofar as such compliance is directly relevant to compliance by TouchNet and Client with FERPA. TouchNet agrees to: (i) abide by FERPA’s limitations on re-disclosure of Personally Identifying Information in education records; (ii) not use or disclose education records created or received from, by, or on behalf of Client or its students for any purpose other than the purpose for which such disclosure is made; and, (iii) not use or disclose education records except as permitted by this Agreement, as required by law, or as authorized by Client in writing.
- 11.3 Security Breach.** TouchNet agrees to comply with the requirements of all Applicable Laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of TouchNet’s security obligations or other event requiring notification under Applicable Law, TouchNet will notify Client promptly, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with Applicable Law.
- 11.4 Security Report.** No more than once annually, Client may request TouchNet’s SSAE Report, its PCI Attestation of Compliance, and any other related analyses or reports that TouchNet may have available for disclosure (collectively “Security Documents”), subject to the confidentiality requirements in this Agreement. To the extent TouchNet provides Client a copy of its SSAE Report in Client’s capacity as a “User Entity”, Client may only disclose the SSAE Report to its financial auditors who are bound to an obligation of confidentiality similar to those set forth herein, for the exclusive purpose of evaluating the effect of Client’s controls on a User Entity’s internal control system. Notwithstanding any other provisions herein, Client may not share TouchNet’s SSAE Report with any other third-party, contractor, advisor, consultant, or service provider.
- 11.5 TouchNet’s Use of Client Data.** During the term of the Agreement, and subject to Section 11.6 below, Client grants to TouchNet, its affiliates, and its third-party service providers, solely to perform the obligations

hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use Client Data. Client authorizes, subject to the terms of this Agreement, Section 11.8, and to the extent permitted by Applicable Law, Client Data to be accessed and processed by TouchNet, its affiliates, and/or TouchNet's third-party service providers in countries other than the jurisdiction from which the Client Data was originally collected or provided. Client represents and warrants that it has the authority to provide data of its End Users to TouchNet for its use in accordance with the Agreement, and that Client has obtained and provided all required consents and/or disclosures to End Users regarding sharing that data with TouchNet.

- 11.6 **TouchNet's Use of PII.** During the term of this Agreement, Client authorizes TouchNet to collect, access, use, transmit and/or otherwise process PII despite that Client remains at all times in control of and the owner of PII that TouchNet processes. Both Parties agree to uphold their responsibilities under all Applicable Laws. By submitting or providing TouchNet access to PII, Client agrees that TouchNet and its affiliates may process the PII for purposes of (i) providing TouchNet Services, (ii) maintaining, supporting, evaluating, improving and/or developing TouchNet Services and developing new products or services, (iii) enforcing TouchNet's rights under this Agreement, (iv) as permitted by Applicable Law, and (v) as permitted with the End User's consent, as communicated by Client or End User to TouchNet, solely with respect to their own PII. TouchNet does not and will not use PII for targeted advertising. Client represents and warrants that it has the authority to provide PII to TouchNet for its use in accordance with this Agreement, and that Client has obtained and provided (or will obtain and provide) all required consents and/or disclosures from End Users regarding Client sharing such PII with TouchNet.
- 11.7 **Requests to Delete, Access, Correct, or Retrieve PII.** To the extent TouchNet receives a request from an End User to delete, access, correct, or retrieve PII, TouchNet will redirect the End User to Client, and such request will be accommodated only at Client's direction.
- 11.8 **Third-Party Service Providers.**
- 11.8.1 In providing the TouchNet Services, TouchNet may provide access to PII to its third-party service providers, to the extent they have a legitimate need to access such information in order to provide their services to TouchNet as part of the TouchNet Services. TouchNet requires third-party service providers with access to PII to agree to contractual terms related to data use, disclosure, retention and data security, that are materially similar to the relevant terms of the Agreement.
- 11.8.2 To the extent Client or End User shares PII with a third party through the TouchNet Services, Client agrees that TouchNet is not responsible for the data practices of those third parties, and Client is solely responsible for meeting any applicable requirements and the consequences of providing or transmitting PII to such third parties, or authorizing those third parties to access PII through the TouchNet Services via separate agreement with the third party.
- 11.9 **Data Location.** PII may be stored or processed in countries other than the country in which it was collected unless and except to the extent required by Applicable Law. TouchNet will only transfer PII outside the country in which it was collected by means of legally recognized data transfer mechanisms or safeguards.
- 11.10 **EU Data Protection.** To the extent Client is subject to the European Union Data Protection Directive 95/46/EC, the GDPR or similar statute, in relation to the PII that TouchNet processes, Client agrees that Client is the controller of all Client Data and PII submitted to TouchNet, and that TouchNet is the processor of that information. This Agreement will also include the TouchNet Data Protection Addendum for Personal Data Processing of EU Resident Data ("DPA"). If any term in this Agreement conflicts with any term in the DPA, the conflicting term in the DPA shall control.
- 11.11 **Higher Education Act.** TouchNet and Client agree to comply with the applicable statutory provisions of or applicable to Title IV of the Higher Education Act as set forth in 34 CFR 668.25, including those set forth expressly in Attachment 1 (Title IV Higher Education Act) hereto.

## 12 Confidentiality

- 12.1 **Confidential Information.** "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information may include, but is not limited to, the terms and pricing, but not the existence of, this Agreement, any internal processes, Documentation, TouchNet Data, Client Data, End User data, and all PII.

- 12.2 **Non-Disclosure of Confidential Information.** All Confidential Information shared between the Parties during the term of this Agreement will be held in confidence, and the Parties agree to take reasonable precautions to prevent the unauthorized disclosure of the Confidential Information to any third party. During the term of this Agreement and following termination or expiration of this Agreement, and except as otherwise set forth in Sections 12.3 and 12.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party's employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.
- 12.3 **Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that, to the extent legally permitted, it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.
- 12.4 **Return and Retention of Confidential Information.** Upon termination of this Agreement, Client shall promptly return or destroy all TouchNet Confidential Information in its possession, except for any TouchNet Confidential Information that Client is required to retain for legal, regulatory or audit obligations. Upon termination of this Agreement, TouchNet will destroy all Client Confidential Information in its possession, except for any Client Confidential Information that TouchNet is required to retain for legal, regulatory, or audit obligations. Any Confidential Information that a Party retains under this section will be maintained subject to the protections herein.
- 12.5 **No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 12. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

### 13 Term.

- 13.1 **Term.** This Agreement will commence on June 1<sup>st</sup>, 2025 and will continue in effect for a term of five (5) years therefrom. Specific components of the TouchNet Services may be subject to the term identified in the applicable TouchNet Order Form, which will control in the event of a conflict. All terms and conditions, whether set forth herein or in an attachment will remain in effect for as long as TouchNet provides the applicable TouchNet Services, provided that the pricing and discounts set forth in a TouchNet Order Form may be subject to change.
- 13.2 **Termination for Breach.** If either Party breaches any material obligation under the Agreement, the non-breaching Party must provide notice of the breach, and the breaching party will be entitled to a thirty (30) day cure period in which to remedy the breach. If the breaching Party does not cure the breach within the cure period, the non-breaching Party may, at its sole discretion (1) terminate the Agreement in its entirety, or, (2) terminate only the relevant service related to the breach. Notwithstanding the foregoing, TouchNet may terminate the Agreement immediately upon written notice if Client materially breaches the license usage restrictions set forth in the Agreement. Except for termination rights in this section, the Parties have no other right of early termination. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement.
- 13.3 **Effect of Termination.** Upon termination of this Agreement by either Party, Client's access to the TouchNet Services will be terminated immediately, and Client will destroy any Documentation. Upon TouchNet's termination of this Agreement due to Client's uncured breach, and in addition to any and all other remedies

TouchNet may have for such breach at law or in equity, Client shall pay all fees and expenses that accrued prior to the termination date and owed through the end of the Term. In the event of an early termination by Client not due to a breach by TouchNet, all fees that would otherwise have been payable to TouchNet during the remainder of the Term will become immediately due and payable by Client.

## 14 Payment & Fees

- 14.1 **TouchNet Licensed Software and Annual TouchNet Software Maintenance and Hosting Fees.** TouchNet will invoice Client for the one-time TouchNet Licensed Software fee and any associated annual fees for Software Maintenance and Support and Hosting Services upon the Effective Date of the TouchNet Order Form. Upon at least thirty (30) days' notice, TouchNet reserves the right to increase the annual Software Maintenance and Support and Hosting Services fees by no more than ten percent (10%) per year over the applicable amount for the immediately preceding year. For each subsequent annual period, the Software Maintenance and Support and Hosting Services fees shall be due thirty (30) days in advance of the next annual period. TouchNet will invoice Client for any hardware upon shipment. Client shall pay all fees within thirty (30) days of receipt of invoice.
- 14.2 **Application Subscription Program Fee (ASP Fee).** The annual ASP Fee is due and payable upon the Effective Date of the TouchNet Order Form. Upon at least thirty (30) days' notice, TouchNet reserves the right to increase the ASP Fee by not more than ten percent (10%) per year over the applicable amount for the immediately preceding year. For each subsequent year, the annual ASP Fee, adjusted by TouchNet as permitted herein, shall be payable thirty (30) days in advance of the next annual period of the TouchNet Order Form.
- 14.3 **Annually Renewable TouchNet Software Subscription Fee.** The annual TouchNet Software Subscription Fee ("Renewable ASP Fee") is a flat fee that is due and payable upon the Effective Date of the TouchNet Order Form, and annually thereafter following receipt of invoice through the Term of the applicable TouchNet Order Form. For each subsequent year, the Renewable ASP Fee shall be payable thirty (30) days in advance of the next annual period of the TouchNet Order Form.
- 14.4 **OneCard Licensed Software Fee.** OneCard Licensed Software is due and payable upon the Effective Date of the TouchNet Order Form, and annually thereafter following receipt of invoice through the Term of the applicable TouchNet Order Form. For each subsequent year, the OneCard Licensed Software Fee shall be payable thirty (30) days in advance of the next annual period of the TouchNet Order Form.
- 14.5 **OneCard Hardware Fees.** Client's OneCard Hardware orders will be reflected either on a TouchNet Order Form or on a TouchNet quote that will be signed by Client. All OneCard Hardware sales are final and purchases are invoiced with shipment.
- 14.6 **Professional Services Fee.** The one-time Professional Service Fee is payable upon the Effective Date of the TouchNet Order Form. The Professional Service Fee shall be due and payable within thirty (30) days of Client's receipt of the invoice.
- 14.7 **Annually Renewable OneCard Support Services Fees.** The Support Services Fees are billed annually at then-current pricing as flat rates described below and shall be invoiced in accordance with the terms herein, and on the Effective Date, of the TouchNet Order Form. Payments are due thirty (30) days in advance of each subsequent annual period.
- 14.7.1 **OneCard Licensed Software Support Services Fee.** OneCard Support Services for OneCard Licensed Software is required for each annual period the Parties desire to continue accessing and using Client's Licensed Software and each annual period is billed at then-current pricing, currently twenty percent (20%) of the total original price of the OneCard Licensed Software at purchase.
- 14.7.2 **OneCard Hardware Support Services Fee.** OneCard Support Services for OneCard Hardware are available for purchase, but only on an all or nothing basis at the time of purchase of the OneCard Hardware and each annual period is billed at then-current pricing, currently twenty percent (20%) of the total original price of the OneCard Hardware purchase, except for the initial annual period, because the Warranty Period applies for the first ninety (90) days, so the charge is a prorated portion of the total fee for a nine (9) month period. If Client elects not to purchase OneCard Support Services for OneCard Hardware at the date of purchase, and later requests OneCard Hardware maintenance, Client will be billed at \$450/hour plus costs (including all shipping costs) for the OneCard Hardware maintenance, as later enrollment in the OneCard Support Services program post original purchase will not be permitted.

**14.7.3 Additional Purchases of OneCard Hardware and OneCard Hardware Support Services Fee.** If Client purchases any additional OneCard Hardware items during an existing OneCard Support Services annual period, the additional OneCard Hardware will be added to Client's OneCard Support Services program and Client shall pay the fees associated with the additional OneCard Hardware Support Services. For subsequent annual periods thereafter, Client will be billed for an annual period at then-current pricing, currently twenty percent (20%) of the OneCard Hardware purchase price. TouchNet will attach an updated listing of all OneCard Services covered by OneCard Support Services that are billed to Client with the annual renewal invoice for payment of the OneCard Support Services Fee.

- 14.8 Annual Fee Synchronization.** All fees other than any OneCard Support Services Fees associated with additional OneCard Hardware purchases mentioned above will have their billing periods synchronized the year following the initial annual period of any newly added, annually billed service, so the invoice may include more than six (6) months but not more than eighteen (18) months for the billable period in order to align with the applicable existing annual period.
- 14.9 TouchNet Ready Integration Fees.** Per integration annual fees, and one-time per integration implementation fee are invoiced upon execution of the TouchNet Order Form. TouchNet reserves the right to increase the annual TouchNet Ready Integration fees by no more than ten percent (10%) per year over the applicable amount for the immediately preceding year. All payments are due within thirty (30) days upon Client's receipt of invoice.
- 14.10 Travel Expenses.** Client must request TouchNet personnel to travel on-site if Client elects to receive any on-site training, equipment installation, set up or certain professional services. Client will promptly reimburse TouchNet for all actual, reasonable out-of-pocket expenses, including reasonable travel, lodging, and food expenses incurred by TouchNet personnel in connection with on-site training, equipment installation, set-up and professional services rendered in connection with this Agreement. In the event Client has a travel policy, Client will provide such to TouchNet before making any travel arrangements with TouchNet personnel.
- 14.11 Purchase Order.** Any purchase order submitted by Client is a mere expression of intent to buy and is not binding in any way unless signed by an authorized officer of TouchNet. TouchNet will accept Client's Purchase Order to the extent that the terms, conditions, and prices reflected are consistent with those detailed in this Agreement, as it may be amended.
- 14.12 Late Charges.** Late payments of fees are subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law; plus all attorney's fees and third party expenses actually incurred by TouchNet in collecting any past due fees, payments, or reimbursements of any kind.
- 14.13 Taxes.** Any and all excise, sales, use, value-added or other taxes or levies imposed by any governmental body on the Client or TouchNet in connection with the use, licensing, handling, or payment of license, hosting, maintenance, or subscription fees with respect to the TouchNet Services (with the exception of taxes measured against TouchNet's net income) are Client's sole responsibility. Client shall be responsible for and reimburse TouchNet for any amounts actually paid by TouchNet or withheld by the Client for any such taxes or levies within thirty (30) calendar days after TouchNet provides notice of same. If Client is tax exempt, Client will send TouchNet a copy of its valid tax exemption certification upon the Effective Date of the TouchNet Order Form or upon reasonable request.
- 14.14 Suspension of Service.** If Client's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, TouchNet may suspend the TouchNet Services, without any liability to Client, until Client pays such amounts in full.

## **15 Product Specific Terms**

- 15.1 PCI Services.** The PCI Services assist clients who have Heartland Merchant Services for either or both credit card processing or the TouchNet Service Fee with maintaining their compliance with applicable card brands. The PCI Services consist of three services in total, and clients may elect to participate in all three services, or they may elect to participate in only a portion, or none, of the services available. The PCI Services consist of (1) client's access to TouchNet's unique environment for compliance reporting where, among other things, clients can obtain access to "smart SAQs" or receive assistance in setting up scans of their environments; (2) participation in the four card brand exemption program for merchant processing, which consists of the Visa Technology Innovation Program (TIP), MasterCard Site Data Protection Program (SDP), Discover Information Security & Compliance (DISC) Program, and American Express Security Technology Enhancement Program

(STEP); and (3) participation in the Validated Point to Point Encryption Service Program, described below. For clients electing to participate in the PCI Services, they must utilize Heartland Merchant Services for either or both credit card processing or the TouchNet Service Fee, and clients must complete a separate order form identifying which services they desire to participate in by “opting in” to the services, with the exception of the Validated Point to Point Encryption Service Program, which services are purchased via issuance of a purchase order, as more specifically stated below.

**15.2 Validated Point to Point Encryption Service Program.** TouchNet uses a validated third party service, best utilized by TouchNet Marketplace POS, TouchNet POS Client, Student Cashiering and Retail Cashiering. Additional hardware and technical services charges may also apply. In certain circumstances, loaner devices may be provided by TouchNet to Campus Entity. In such circumstances, if Client fails to timely return those devices by the required deadline, a late fee will apply equal to \$375.00 per device. P2PE hardware and validated point to point encryption services must be purchased via issuance of a purchase order made in accordance with the terms of the Agreement. TouchNet will ship hardware upon receipt of the purchase order. If Client elects to purchase the validated point to point encryption services, the services shall co-terminate with the term of the Agreement or Order Form, whichever applies. The validated point to point encryption services only are terminable by either party upon giving thirty (30) days prior written notice to the other party.

**16 General**

**16.1 Notice.** Notices required under the Agreement must be submitted in writing to any physical or email address provided by the other party, including, for notices to Client, to the physical or email address TouchNet uses for billing or as set forth in an Order Form. In the case of a dispute, notices also must be sent to the following addresses.

<p><b>If to Client:</b></p>	<p><b>If to TouchNet:</b>            TouchNet Information Systems, Inc.            9801 Renner Road, Suite 150            Lenexa, KS 66219            Attn: President</p> <p>Global Payments Inc.            3550 Lenox Road, NE #3000            Atlanta, GA 30326            Attn: General Counsel</p>
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**16.2 Feedback.** Client will notify TouchNet of all ideas for changes, improvements, modifications, enhancements or bug-fixes (collectively, “Feedback”) that come to Client’s attention while using the TouchNet Services. Client grants TouchNet a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback and information without restriction.

**16.3 Use of Client Name.** TouchNet may identify Client by name, without use of any mark or logo, and solely as a matter of fact, as a customer of TouchNet Services in the customer section of TouchNet’s website and in its customer lists. TouchNet may also use Client’s name and logo to provide the TouchNet Services to Client. TouchNet will not express or imply any endorsement by Client of TouchNet or the Services without Client’s written consent.

**16.4 Piggyback Provision.** Client may permit other state institutions to contract with TouchNet under the same terms and conditions as in this Agreement, provided that each such institution seeking to exercise this right shall separately agree in writing to the terms and conditions of this Agreement and execute a separate TouchNet Order Form.

**16.5 Entire Agreement.** This Agreement, together with any exhibits and TouchNet Order Form(s), constitutes the entire agreement between Client and TouchNet and supersedes any other prior Agreements or understandings, whether oral or written, regarding the TouchNet Services. If a provision of this Agreement is deemed null and void, invalid or without effect, the remainder of this Agreement shall remain in effect.

**16.6 Force Majeure.** With the exception of Client’s obligations to pay TouchNet monies due under this Agreement, neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from a Force Majeure event.

**16.7 Governing Law, Venue and Jurisdiction.** This Agreement shall be construed and governed by the laws of the state in which Client is resident without regard to legal principles related to conflict of laws. Any action arising



out of or relating to this Agreement shall be brought only in the state or federal courts of Client's resident state. The Parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all actions, and further waive any claim that such Action is brought in an improper or inconvenient forum. To the extent allowed by state law, the Parties waive trial by jury.

- 16.8 Severability.** If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under any applicable statute, rule of law, or public policy, such provision shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible legal and economic effect.
- 16.9 Headings.** Headings are included in this Agreement as a matter of convenience only and shall not be controlling with regard to the interpretation of this Agreement.
- 16.10 Amendments.** This Agreement shall not be modified except by written amendment signed by each of the Parties.
- 16.11 Assignment.** This Agreement shall be binding upon and for the benefit of TouchNet, Client and their permitted successors and assigns. Either Party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except for TouchNet's use of subcontractors, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation in violation of this section will be void.
- 16.12 Relationship of the Parties.** TouchNet and Client are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

IN WITNESS WHEREOF the Parties hereto have entered into this Master Services Agreement as of the Effective Date by their duly authorized representatives.

TouchNet Information Systems, Inc.

West Kern Community College District, for and on behalf of, Taft College

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Adam McDonald

By: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Title IV Higher Education Act)

**34 C.F.R. § 668.25 Compliance**

**Pursuant to Federal Regulation 34 C.F.R. § 668.25, TouchNet agrees, in connection with any services performed by TouchNet that are reasonably deemed to be “Third Party Servicer” activities:**

- (A) Comply with all statutory provisions of, or applicable to, Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the Higher Education Act;
- (B) Refer to the Office of Inspector General of the Department of Education for investigation of any information indicating there is a reasonable cause to believe that the Client might have engaged in fraud or other criminal misconduct in connection with its administration of any Title IV, Higher Education Act program or an applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with the applicant’s application. Examples of other types of information that must be referred are: (a) false claims by the University for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; (f) false statements of income; and (g) payment of any commission, bonus, or other incentive compensation based upon success in securing enrollments or the award of financial aid to any person or entity engaged in student recruitment or admission activity or the award of Title IV, Higher Education Act program funds;
- (C) Be jointly and severally liable with Client to the Secretary of the Department of Education for any violation by TouchNet of any statutory provision of, or applicable to, Title IV of the Higher Education Act, any regulatory provision prescribed under that statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act;
- (D) If TouchNet disburses funds (including funds received under Title IV, Higher Education Act programs) or delivers Federal Direct Loan program proceeds to a student, TouchNet will confirm with the Client the eligibility of the student before making that disbursement or delivering those proceeds, and will return Title IV, Higher Education Act funds if required when a student withdraws; and
- (E) If TouchNet or the Client terminates the contract, or if TouchNet stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to the Client (i) all records in TouchNet’s possession pertaining to the Client’s participation in the program or programs for which services are no longer provided; and (ii) funds, including Title IV, Higher Education Act program funds, received from or on behalf of the Client or the Client’s students, for the purpose of the program or programs for which services are no longer provided.

**Pursuant to Federal Regulation 34 C.F.R. § 668.25, if the Client participates in a Title IV, Higher Education Act program, the Client agrees to notify the Secretary of the Department of Education within ten (10) days of the date that:**

- (A) Client enters into a new contract or significantly modifies an existing contract with TouchNet to administer any aspect of that program;
- (B) Client or TouchNet terminates all or any portion of the agreement to administer any portion of that program; or
- (C) If TouchNet stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Client’s notification must include the name and address of TouchNet.


**If Client contracts with TouchNet to administer any aspect of Client’s participation in a Title IV, Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to TouchNet’s administration of Client’s participation in any Title IV, Higher Education Act program. TouchNet’s primary physical address is 9801 Renner Road, Suite 150, Lenexa KS 66219. Adam McDonald is the President of TouchNet, [Adam.McDonald@touchnet.com](mailto:Adam.McDonald@touchnet.com), 913-599-6699.**

# BOARD AGENDA ITEM

**Date:** March 6, 2025

**Submitted by:** Justin Madding, Director of Facilities & Planning

**Area Administrator:** Mike Giacomini, Acting Vice President of Administrative Services

**Subject:** Request for Approval 

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Request for Approval of Child Development Center Flooring Replacement Project

**Background:**

This is a project for the flooring replacement of the Taft College Child Development Center's main building. The scope of work includes, but is not limited to, flooring replacement of Vinyl Composition Floor Tiles, linoleum, and carpet. Also included is a \$10,000 owner's allowance to address any unforeseen work connected to this project.

This project was broadcast as an informal bid on February 14, 2025, and closed on March 4, 2025. A total of 6 bids were received, with Rod-West Floor Covering LLC being the low responsive bidder, totaling \$89,000.00. It is my recommendation that the Board of Trustees award the Child Development Center Flooring Replacement Project to Rod-West Floor Covering LLC for the total of \$89,000.00.

**Terms (if applicable):** Pursuant to the bid and contract documents.

**Expense (if applicable):** \$89,000.00.

**Fiscal Impact Including Source of Funds (if applicable):**

Funding for this project is from Child Development Center restricted State funding pending State approval.

**Approved:**   
Leslie Minor, Ph.D., Interim Superintendent/President



## BID TABULATION



**Project Name:** Child Development Center Flooring Replacement

**Project No:** TC 24-031

**Owner:** West Kern CCD / Taft College

**Architect:** AP Architects

**Job Walk:** Yes

**Proposals Rcvd at:** Planet Bids

**Proposals Requested:** 02/14/25

**Proposals Due:** 03/04/25

Contractor	Base Bid	Allowance	Total Bid	Bid Bond	CSLB#	DIR #	Date RCVD	Remarks
Rod-West Floor Covering LLC	\$ 79,000.00	\$ 10,000.00	\$ 89,000.00	Yes	1069444	1000703047	03/04/25	
Michael Surface Solutions Inc.	\$ 85,930.00	\$ 10,000.00	\$ 95,930.00	Yes	1088958	1000877947	03/04/25	
Continental Flooring Company	\$ 86,888.00	\$ 10,000.00	\$ 96,888.00	Yes	647757	1000019277	03/04/25	
Metro Floor Inc.	\$ 89,850.00	\$ 10,000.00	\$ 99,850.00	Yes	482566	1000001370	03/04/25	
Lawrence W. Rosine Co.	\$ 112,000.00	\$ 10,000.00	\$ 122,000.00	Yes	173235	1000011274	03/04/25	
MTZ Building Solutions	\$ 149,860.50	\$ 10,000.00	\$ 159,860.50	Yes	1093446	1001071844	03/04/25	

**INFORMAL BID PROPOSAL**

10/31/16

Bids will be received via the Taft College Vendor Portal bid posting located on <https://vendors.planetbids.com/portal/66036/bo/bo-search> on **Tuesday, March 4, 2025, up until 3:00pm**

Submitted to:  
**Board of Trustees**  
West Kern Community College District

Submitted by:  
Rod-West Floor Covering LLC.  
\_\_\_\_\_  
Name of Firm

Taft, California

Board Members:

Having carefully examined the Advertisement for Bids, Instructions to Bidders, General Conditions to the Contract, Supplementary Conditions, Special Conditions, Specifications and Drawings entitled - **CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT – Taft College** - located in Taft, California, as well as the premises and the conditions affecting the work, including Addendum (a) No (s)#1, #2, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

**BASE BID**

- 1. Seventy nine thousand dollars and zero cents \$ 79,000.00  
Base Bid amount [written in words]
- 2. **\$10,000** Owner's allowance (to be used at Owner's discretion)  
The undersigned agrees to add to the Base Bid an Owners allowance (to be used at its discretion) in accordance with specification section 012100 "Allowances"  
Eighty nine thousand dollars and zero cents \$ 89,000.00  
1+2 = Total Bid Amount [written in numbers]

The undersigned understands that all documents required prior to starting work shall be provided no later than 10 days from the Notice of Award preparation date.

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within fifteen (15) calendar days of the Notice to Proceed date, unless noted otherwise. The undersigned further agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete it within **30** calendar days plus any extensions of time, as provided for in the General Conditions of the Contract; failing to complete the work within the above stipulated time, he agrees to be bound by the conditions as set forth in the Supplementary Conditions, Article 17, and Instructions to Bidders - Section 002114.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned confirms there are no clerical errors in preparation of this bid proposal.

The undersigned hereby certifies that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

**BID BOND**

Be advised that we, Rod-West Floor Covering LLC

as Principal ("Principal") and The Ohio Casualty Insurance Company

a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety") are firmly bound to **WEST KERN COMMUNITY COLLEGE DISTRICT** as Obligee ("Obligee") in the sum

of \$ Ten Percent (10%) of the Amount Bid for the payment of which the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this Bond.

TC – Child Development Center Flooring

The Principal has submitted a bid for Replacement, Project No: 430-0081

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and shall, within the required number of days after the notice of award, execute a contract with the Obligee in accordance with the contract documents, submit the required payment and performance bonds, and provide all other required documents, then this obligation shall be null and void; but in the event that the Principal fails and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the amount is in excess of the former; building lease or rental costs, transportation costs, professional service costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety waives notice of any time extension.

Dated:

PRINCIPAL Rod-West Floor Covering LLC

By: F.R

Title: Responsible Managing Officer

Dated: February 28th, 2025

SURETY The Ohio Casualty Insurance Company

By: Shaunna Rozelle Ostrom

Title: Attorney-in-Fact



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On 02/28/2025 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro





POWER OF ATTORNEY

Bond No. CSBA-30067

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213134-969561

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrian Langrell; Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Liberatore; Daniel Huckabay; Dwight Reilly; Frank Morones; Magdalena R. Wolfe; Michael D. Stong; R. Nappi; Shauna Rozelle Ostrom

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2029
Commission number 1125044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February, 2025.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

Enclosed find ( ) Bid Bond ( ) Certified Check ( ) Cashier's Check for 10% of the amount bid.

SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the list of subcontractors:

<u>PORZION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>DIR REGISTRATION NUMBER</u>	<u>LOCATION OF BUSINESS</u>
No Subcontractors			

I declare, under penalty of perjury, that information provided and representations made in this bid are true and correct and that this declaration was executed on 03/04/2025, at Santa Fe Springs,  
(date) (city)  
Los Angeles, California.  
(county)

Respectfully submitted,

Rod-West Floor Covering LLC.  
 \_\_\_\_\_  
 Name of Firm

Corporate Seal  
 If Applicable

Limited Liability Company  
 \_\_\_\_\_  
 Individual, Partnership, Corp.\*\*

Phone(\_\_\_\_\_)\_\_\_\_\_

By   
 \_\_\_\_\_

Fax(\_\_\_\_\_)\_\_\_\_\_

Address 15120 Bona Vista Ave. #103  
 \_\_\_\_\_  
Santa Fe Springs, CA 90670

C-15 License #1069444 Exp. 10/31/2026  
 License Type & Number/Exp. date  
1000703047 Exp. 06/30/2026  
 DIR Registration # & Exp. date

**No bid is valid unless signed by the person making the bid.**

\*\* State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the bidder is a partnership, the bid should be signed with the partnership name and by one of the authorized partners. If the bidder is a corporation, it should be signed by a person authorized to execute bids on behalf of the corporation.

**NON-COLLUSION AFFIDAVIT**

**TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT**

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

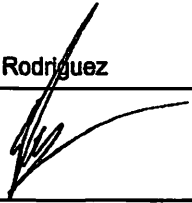
State of California )  
 ) ss.  
County of Los Angeles )

Ever Rodriguez, being duly sworn, deposes and says:


That he or she is the Responsible Managing Officer (position) of Rod-West Floor Covering LLC. (name of bidder), the party making the bid; that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Rod-West Floor Covering LLC.  
\_\_\_\_\_  
(Firm Name)

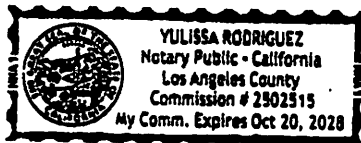
Ever Rodriguez  
\_\_\_\_\_  
(Printed Name – Authorized Agent)

  
\_\_\_\_\_  
(Signature – Authorized Agent)

Subscribed and sworn to before me on March 3, 20 25.

  
\_\_\_\_\_  
Notary Public

NOTARY SEAL



TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

**PREVAILING WAGE  
COMPLIANCE CERTIFICATION**

**TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT**

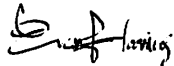
To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on and off site audits with 48-hour notice; payroll records; apprentice and trainee employment requirements; and requirements herein.

Rod-West Floor Covering LLC.

Contractor

(type or print)



Contractor's signature

03/04/2025

Dated

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

**TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT**

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract.

Dated: 03/04/2025

CONTRACTOR

By: 

Title: Responsible Managing Officer

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

END OF SECTION 004115

TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

SECTION 004313 - BONDS AND CERTIFICATES REQUIRED

03/07/17

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
  - 1. Performance Bond.
  - 2. Payment Bond.
  - 3. Bid Bond.
  - 4. Worker's Compensation Insurance.
  - 5. Comprehensive General Liability Insurance.
  - 6. All-Risk Builder's Risk Insurance.
  - 7. Remodel/Repair Installation Floater Insurance.
  - 8. Automobile Insurance.
  - 9. Evidence of Insurance.
  - 10. Additional information as required to proof bonds/insurance meets requirements.
  - 11. Performance Bond and Payment Bond forms.
  - 12. Drug free workplace certification.
  - 13. Preliminary Notices.
- B. See Division 0 Section "Performance Bond" and Section "Payment Bond" for bonds and insurance requirements that related to this section and related and complimentary requirements for the project.
- C. See Division 0 Section "Drugfree Workplace Certification" for additional requirements that related to this section and related and complimentary requirements for the project

1.3 PRESUMPTION OF QUALIFICATIONS

- A. All surety companies with a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and qualified to do business in California shall be presumed to be satisfactory to the DISTRICT for the issuance of insurance and bonds. In the alternative, any surety company who satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with conditions of the Contract, Division 0, and Division 1 Specification Sections.
- B. Provide the following additional items with Performance and Payment Bonds:
  - 1. Proof of Surety to do business in California as a California-admitted Surety for Bonds and Insurance.

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

2. Telephone number, with area code, to contact Surety direct and name of person to contact.
3. Surety/Insurance meets requirements of California Code of Civil Procedures Section 995.660.

### C. Evidence of Insurance.

1. Before the work is started, the Contractor shall forward to the Architect three (3) copies of a Certificates of Insurance and all the Contractual Liability coverage called for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:
  - a. "No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner."
  - b. Provide additional insured on (Form B) as issued by Insurance Services Office, Inc. List names of those required here in this Project Manual.
  - c. Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.
2. The Contractor must certify to the Owner that he has obtained similar certificates or memorandum evidence of insurance from each of his Subcontractors before their work commences. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor. All policies shall name architect and consulting engineers as additional insured.

### D. Provide the following items with evidence of insurance for all insurance policies for this project:

1. Proof insurance Underwriter is qualified to do business in California.
2. The insurance required must be written by a Best's Key Rating Guide "A-VIII" or better rated carrier admitted to write insurance in the state where the work is located at the time the policy is issued or satisfies requirements set forth in California Code of Civil Procedures Section 995.660.

### E. Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor, subcontractors and/or others doing work or providing materials and service for this project.

## 1.5 INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

1. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
2. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
3. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, architects or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

- B. In any and all claims against the Owner or the Architect or Architect's Consultants, or any of their employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or by any Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Paragraph shall not extend to the liability of the Architect, the Architect's consultants or any of their agents or employees arising out of 1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, 2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants or any of their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
- D. Additional Insured: The Contractor to name the following as additional insured on the Contractor's policy or policies of comprehensive general liability insurance:  
Self-Insured Schools of California
  1. West Kern Community College District  
Board of Trustees-officers-officials
  2. Taft College employees, consultants and volunteers

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

### 3. AP Architects and Architect's consultants, its agents and employees

Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by Architect, Architect's consultants, or its agents and employees, and shall provide that the Architect be given thirty days, unqualified written notice prior to any cancellation thereof.

### 1.6 WAIVER OF SUBROGATION

Contractor hereby agrees to waive subrogation which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the district for all work performed by the contractor, its employees, agents and subcontractors.

### 1.7 GENERAL

In the absence of contrary written instructions from the Owner, the Contractor at the Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the Owner, and with limits not less than those stated hereinafter.

## PART 2

### 2.1 PERFORMANCE BOND/PAYMENT BOND

- A. Coincident with the signing of the agreement by the Contractor, he shall sign with his sureties and deliver with said Agreement to the Owner for approval, a bond in the standard form with good and sufficient sureties, in an amount of not less than One Hundred Percent (100%) of the Contract Price, conditioned for the completed and Faithful Performance of the entire contract under and in accordance with each and every one of the conditions and specifications and a bond in the amount of One Hundred Percent (100%) of the Contract Price covering Labor and Material. The Contractor's Bonds shall include reimbursement to the Owner for whatever additional Architect's fees may be incurred by reason of the delinquency or insolvency of the Contractor.

Performance Bond shall insure the Owner of full and prompt performance of Contract during construction and for one (1) year after recording Notice of Completion.

1. Surety shall be California admitted.
2. Surety shall provide proof of ability to bond amount equal to or exceeding project cost.
3. Refer to Presumption of Qualification for additional requirements.

### 2.2 BID BOND

- A. Each bid shall be accompanied by a certified or cashier's check payable to the OWNER, or a satisfactory bid bond in favor of company as surety, in an amount not less than ten (10%) percent of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract, if it is awarded to him, in conformity with the Contract Documents and shall provide the surety bond or bonds as specified within



## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

ten (10) calendar days after notification of the award of the Contract to the Bidder. The security shall be forfeited to the OWNER should the Bidder to whom the Contract is awarded fail to execute the Agreement and provide the bonds within ten (10) calendar days of award.

Copies or faxes of bid bond signatures will not be accepted. Bid bond shall be executed by contractor principal and surety, both with wet signatures and seal. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bond a certified and current copy of his power of attorney. The Surety Company issuing the Bid Bond shall be California admitted in the State of California and U. S. Treasury listed.

### 2.3 WORKER'S COMPENSATION INSURANCE

- A. Contractor shall provide, during the term of this Contract, Worker's Compensation Insurance for all of his employees engaged in Work under this Contract, on or at the site of the project, and in case any of his work is sublet, Contractor shall require the Subcontractor to provide Worker's Compensation Insurance for all of his employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Worker's Compensation laws, Contractor shall provide or cause a Subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file, with the Owner, certificates of insurance.
1. The Worker's Compensation Insurance shall be written by a company California admitted in the State of California, and shall be written for not less than the following, as established by the Owner, or greater if required by law.
  2. Provide employer's liability endorsements:
    - a. State workers' compensation statutory benefits - policy limits of not less than \$1,000,000.00.
    - b. Employer's Liability - policy limits of not less than \$1,000,000.00.
      - 1) Per accident for bodily injury or disease. If the contractor maintains higher limits that the minimums shown herein, then, District shall be entitled to coverage for the higher limits maintained by the contractors.

### 2.4 COMPREHENSIVE GENERAL LIABILITY INSURANCE

- A. Commercial General Liability Insurance in Contractor's name, with personal injury limits indicated herein for combined Single Limit per occurrence coverage and annual aggregate. The policy is to be on a Comprehensive General Liability form and must include Contractual Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract. The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a "claims made" basis, the policy shall provide for a non-cancelable 5 year extended reporting period.
1. The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.
  2. In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect's Consultants, money equal to the "claim amount may be withheld from payments due the Contractor under and by virtue of this contract as

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

may be considered necessary by the Owner for such purpose. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate public liability and property damage insurance has been obtained.

3. The policy shall include coverage for the following:
  - a. Premises - operations
  - b. Contractual liability
  - c. Products
  - d. Completed operations
  - e. Broad form PD and including X, C and U coverage
  - f. Personal injury
  - g. Owners, contractors protective

### 2.5 CONSTRUCTION ALL-RISK BUILDER'S RISK INSURANCE

- A. The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Architect and his Consultants, Contractor, Subcontractors and Sub-subcontractors in the Work, and shall be a standard insurance Services Office all physical loss coverage, including fire and extended coverage, vandalism and malicious mischief coverage for an amount equal to One Hundred Percent (100%) of the completed value of entire project. If not covered under the "builder's risk" insurance or otherwise provided for in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by and of the above causes before final acceptance and shall bear the expense thereof. Policy shall have limits equal to 90% of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and the equipment as are not owned or rented by the Contractor, the costs or which are included in the cost of the work. Such insurance shall be maintained for the life of the contract.
  1. If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Notice of Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use by the Owner shall not be unreasonably withheld.
  2. The policy value for remodel and similar projects shall be the construction contract amount.

### 2.5 REMODEL/REPAIR INSTALLATION FLOATER INSURANCE

- A. The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof of work for this Contract. This insurance shall include the interests of the Owner, the Architect and his Consultants, Contractor, Subcontractors and Subsubcontractors in the Work, and shall be a standard insurance Services Office all physical loss coverage, including fire and extended coverage, vandalism and malicious mischief coverage for an amount equal to One Hundred Percent (100%) of the completed value of entire project. If not covered under the installation floater insurance or otherwise

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

provided for in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by and of the above causes before final acceptance and shall bear the expense thereof.

1. If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Notice of Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use by the Owner shall not be unreasonably withheld.

### 2.6 AUTOMOBILE LIABILITY INSURANCE

- A. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than amount indicated herein for Combined Single Limit per occurrence. Provide CSL, BI and PD coverage for owned, non-owned and hired autos.

1. Provide owned, non-owned and hired automobile insurance endorsement.

### 2.7 DRUG FREE WORKPLACE CERTIFICATION

- A. Pursuant to Government Code Section 8350 and following sections, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.

1. Submit certification with required documents as prescribed herein on form provided herein.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until such insurance required of the Subcontractor has been so obtained and accepted.

### 3.2 PRELIMINARY NOTICES

- A. Subcontractor and Materialmen with contractual relationship with the contractor:

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

1. If a subcontractor, material men and lower tier subcontractor files his 20-day preliminary notice and is not paid after 10 days of supplying labor and materials, the subcontractor can file a stop notice with the public entity to withhold the disputed amount from the general contractor. The public entity will only release the withheld amount to the general contractor once a stop notice release is received from the claimant attesting that payment for service has been rendered.
    - a. A prime contractor or subcontractor shall pay to any subcontractor, not later than (7) seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor' s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount or as prescribed by California Law.
  2. However, if a subcontractor does not file a 20-day preliminary notice, provides labor and services, and is not paid, the subcontractor is ineligible to file a stop notice with the public entity. The subcontractor must wait until the project is completed or until a NOC is filed to submit a claim to the surety for payment of services. This means, that even if a project is not completed until a year after an unpaid subcontractor provides labor or materials, but the subcontractor did not file a 20-day preliminary notice, that subcontractor will have to wait a year before receiving payment through a surety. In this case, the subcontractor can make a claim within 15 days after recordation of a NOC, or if no NOC has been recorded, up to 75 days after completion of the work of improvement.
- B. Subcontractor and Materialmen with no direct contractual relationship with contractor:
1. If the preliminary notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given notice as provided by California Law, that person may enforce a claim by giving written notice to the surety and the bond principal, as provided by California Law, within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement
- C. Notices:
1. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as prescribed herein the Project Manual. Nothing herein contained shall preclude the giving of any such notice by personal service.

TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

**BONDS AND CERTIFICATES SCHEDULE**

- A. Bonds: Amount
1. Performance Bond/Payment Bond 100% Contract
  2. Bid Bond 10% Contract
- B. Insurance:
1. Worker's Compensation Insurance per State of California policy limits of not less than \$1,000,000.00.
    - a. Employer's Liability Endorsement \$1,000,000 min.
  2. Comprehensive General Liability:
    - a. Combined single limits for bodily injury and property damage:  
  
\$5,000,000 - Each Occurrence  
\$10,000,000 - Annual Aggregate  
  
\$1,000,000 - Each Occurrence  
\$2,000,000 - Annual Aggregate
    - b. Personal Injury, with Employment Exclusion deleted.
    - c. Include coverage of the following:
      - 1) Premises - operations
      - 2) Contractual liability
      - 3) Products
      - 4) Completed operations
      - 5) Broad form PD and including X, C and U coverage
      - 6) Personal injury
      - 7) Owners, contractors protective
  3. All-Risk Builder's Risk Insurance: Shall be written for the full amount of the Contract amount.
  3. Installation/Remodel Floater: Shall be written for the full amount of Contract.
  4. Comprehensive Automobile Liability:
    - a. Combined single limits for bodily injury and property damage:  
\$1,000,000 - Each Occurrence
    - b. Hired Automobile Liability Endorsement.
- C. Bond Forms:
1. Performance Bond (following page).
  2. Payment Bond (next following page).
- D. Drug Free Workplace Certification: Submit with executed agreement and related documents.

**DRUG-FREE WORKPLACE CERTIFICATION**

**PROJECT:** Child Development Center Flooring Replacement at Taft College

**DISTRICT:** West Kern Community College District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that Specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - A. The dangers of drug abuse in the workplace;
  - B. The person's or organization's policy of maintaining a drug-free workplace;
  - C. The availability of drug counseling, rehabilitation, and employee assistance programs;
  - D. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Rod-West Floor Covering LLC.  
Legal Name of Contractor

*Ever Rodriguez*  
Signature

Responsible Managing Officer    03/04/2025  
Title    Date

Ever Rodriguez  
Print Name



**ADDENDUM**

**CHILD DEVELOPMENT CENTER FLOORING  
REPLACEMENT  
TAFT COLLEGE  
West Kern Community College District  
430-0001**

**Date:** February 18, 2025

**To:** All Bidders

**Subject:** Addendum #1

*Total Addendum includes:  
[1] 8.5x11*

**NOTICE TO CONTRACTORS FIGURING THIS WORK**

You are hereby notified of the following changes in the Plans and Specifications, which shall take precedence over anything to the contrary therein.

**Item # Description**

- 1.1 Refer to Specification Section 001112 – NOTICE TO CONTRACTORS:**
  - 1.1.1 Change Pre-Bid Non-Mandatory Job Walk/Conference location to Child Care Center entrance on the corner of 10<sup>th</sup> and Ash Street.

End of addendum



## ADDENDUM

CHILD DEVELOPMENT CENTER FLOORING  
REPLACEMENT  
TAFT COLLEGE  
West Kern Community College District  
430-0001

**Date:** February 28, 2025

**To:** All Bidders

**Subject:** Addendum #2

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### NOTICE TO CONTRACTORS FIGURING THIS WORK

You are hereby notified of the following changes in the Plans and Specifications, which shall take precedence over anything to the contrary therein.

#### **Item #** **Description**

- 2.1 Refer to Specification Section 096816, Carpet, Item 2.4 Carpet Pad.**  
2.1.1 Remove item 2.4 in its entirety. Carpet pad not required.
- 2.2 Refer to Specification Section 096516, Resilient Sheet Flooring, Item 2.2 Unbacked Vinyl Sheet Flooring:**  
2.2.1 Remove Armstrong Flooring "Meditone".  
2.2.2 Add Altro "Classic 25" or equal for the Kitchen and Storage Area.  
2.2.3 Add Tarkett "Aria" or equal for the Laundry Room.
- 2.3 Refer to Specification Section 096513, Resilient Wall Base and Accessories, Rubber Wall Base Product Data Sheet:**  
2.3.1 Change RWB Height to 4-1/2".
- 2.4 Temporary Facilities:**  
2.4.1 Contractor to provide Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Contractor to provide necessary dumpster and be responsible for disposal.
- 2.5 Replace CDC Flooring Replacement Plan in its entirety with the attached. Notes were added for demolition clarifications and patterns have been removed.**
- 2.6 Add attached Phasing Plan:**  
2.6.1 Project will be set up for a two phased project- See plan for phasing and access.  
2.6.2 Owner will remove and replace all furniture for Contractor to perform work.
- 2.7 Refer to Notice to Contractors:**  
2.7.1 Clarification- Bid bond percentage to be provided per the Notice to Contractors at 10% in lieu of Plant Bids published percentage.  
2.7.2 Clarification- Bids will be received via the Taft College Vendor Portal- Plant Bids. Omit reference to Sealed Bids.
- 2.8 Refer to Instruction to Bidders:**  
2.8.1 Refer to Part 2, Item K. Omit item K. No requirements related to Disabled Veterans Business Enterprise Contracting Goals necessary on this project.





- 2.8.2 Clarification- Per this section, it is the responsibility of the Bidder to diligently investigate existing condition prior to providing bid. The fact that this project has a non-mandatory job walk does not alleviate this requirement.
- 2.8.3 Remove the requirement for "ALL RISK" Insurance.
- 2.8.4 Refer to Part 3- Summary Of Work:
  - 2.8.4.1 Omit reference to "campus marque sign". Add "flooring".

**2.9 Refer to Spec Section 011000 Summary of Work:**

- 2.9.1 Clarification- Work hours to be as indicated in section 1.8.

**2.10 Refer to Spec Section 004313 Bonds and Certificates Required:**

- 2.10.1 Omit item 2.5 All Risk Insurance
- 2.10.2 Omit item 2.5 Floater Insurance
- 2.10.3 Refer to Bond and Certificates Schedule
  - 2.10.3.1 Change Comprehensive General Liability all to \$1,000,000.
  - 2.10.3.2 Omit item 3 All Risk and Floater

**2.11 Add attached Specification 024119 Selective Demolition:**

End of addendum



# Addendum #2

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

### SECTION 024119 - SELECTIVE DEMOLITION

09/30/22

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section requires the selective removal and subsequent offsite disposal, unless noted otherwise, but not limited to, the following:
  - 1. Demolition and removal of interior flooring items.

##### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

##### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

##### 1.5 SUBMITTALS

- B. Digital photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. Provide copies in submittal; provide on digital storage device or provide download link prior to start of work.

##### 1.6 JOB CONDITIONS

- A. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's normal operations.

# Addendum #2

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

1. Refer to Section “Summary of Work” for limitations on noise generations, access and other restrictions.
- B. Condition of Facilities: Owner assumes no responsibility for actual condition of items or facilities to be demolished.
1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations may occur by Owner’s removal and salvage operations prior to start of selective demolition work.
  2. Owner has first right of refusal of salvaged items. Contractor shall dispose of all items Owner does not want. Owner will walk through project prior to start of demolition and mark items for salvage. Contractor to schedule walk within 7 days written advance notification of architect, owner, subcontractors and consulting engineers.
- C. Protections: Provide temporary barricades and other forms of protection to protect Owner’s personnel and general public from injury due to selective demolition work.
1. Provide protective measures as required to provide free and safe passage of Owner’s personnel and general public to occupied portions of building.
  2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
  3. Protect floors with suitable coverings when necessary.
  4. Construct temporary insulated dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks.
  5. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
  6. Close off supply and return air registers in construction area prior to starting any work. Maintain fresh air to construction area via fans and other means.
  7. Remove protections at completion of work.
  8. Equipment, materials and supplies temporarily removed for protection shall be replaced in original locations. Any materials damaged shall be replaced with new materials of life kind and quality.
  9. Protect wall, trim, floors, equipment, utility lines and materials. When working on finished surfaces limit damage to the smaller area if possible and restore to the pre-construction condition all surfaces which are damaged because of the installation of this work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
- H. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.

# Addendum #2

## TC – CHILD DEVELOPMENT CENTER FLOORING REPLACEMENT

1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
2. Maintain fire protection services during selective demolition operations.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

#### 3.2 DISPOSAL OF WASTE/ DEMOLISHED MATERIALS

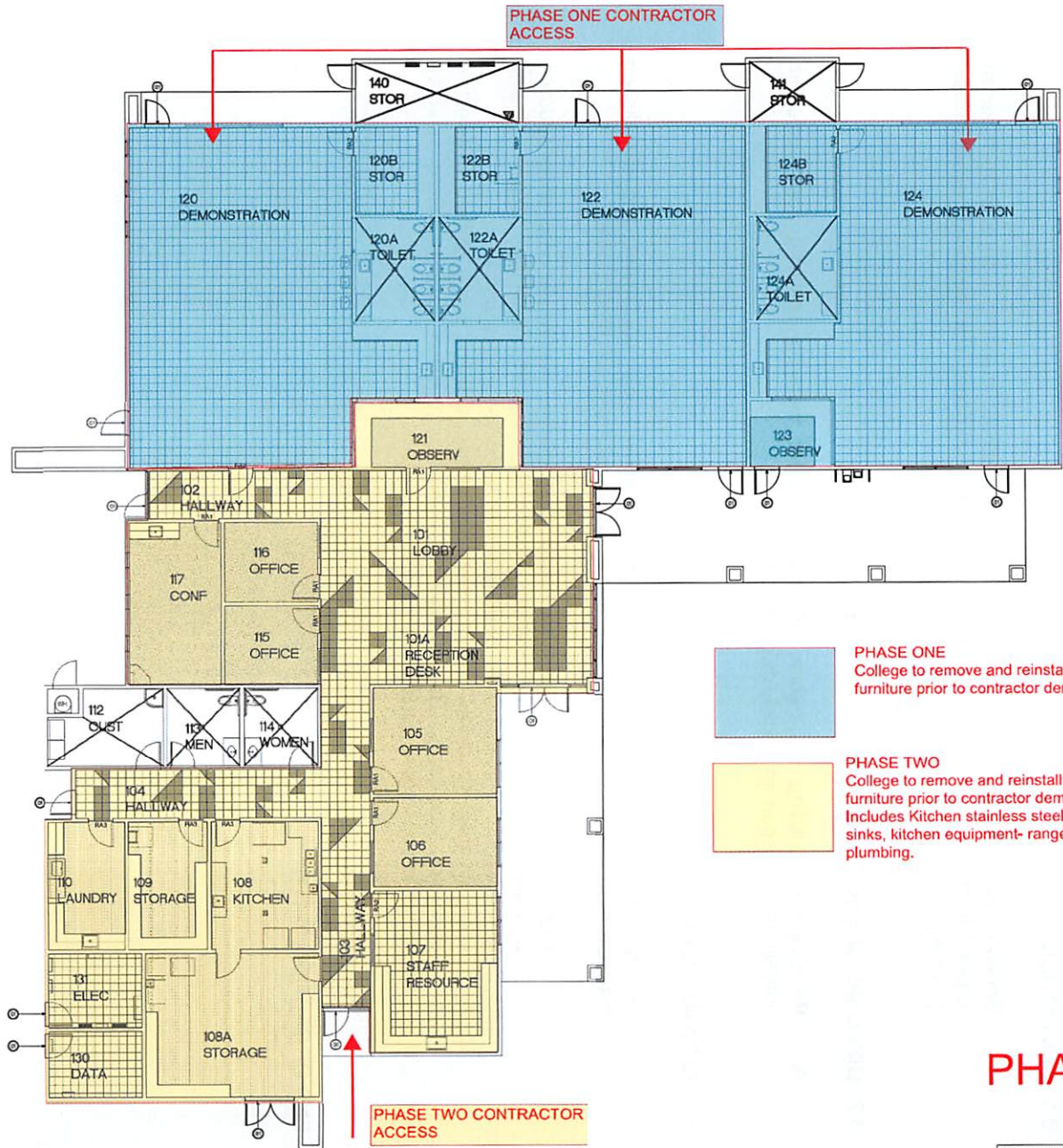
- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally disposed off site.

#### 3.3 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas soft broom clean.
  1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
  2. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119





# PHASING PLAN

REDUCER STRIP SCHEDULE						
No	Type	Mfr	Model #	Size	Remarks	Profile
RA1	REDUCER STRIP	WARRINGTON	RS2710	300 WPM	GLUE ADHESIVE TO VC ADHESIT	SEE MFR
RA2	REDUCER STRIP	WARRINGTON	RS2	300 WPM	FRONT END STRIP IN TO UP	SEE MFR
RA3	REDUCER STRIP	WARRINGTON	-	300 WPM	WT TO SHEET METAL	SEE MFR



1000 Truxtun Avenue, Suite 200  
Berkeley, California 94710  
Tel: 908.237.1000 Fax: 908.237.7204  
http://www.aparchitect.com

**CDC FLOORING REPLACEMENT**

Tall College  
25 Empress Park Drive, Tallahassee  
Bay Area Community College System

407.217

ARCHITECT



JAMES PATRICK FOGARTY, ARCHITECT - CALIFORNIA

CONSULTANT

---

**PROJECT INFO**

Project No.	430-0001
Client ID	430
Contract No.	43
Date	02.11.2009

**REVISIONS**

No.	Date	Rev.

PER THE AGREEMENT, ALL RIGHTS ARE RESERVED BY AP ARCHITECTURE. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AP ARCHITECTURE.



# PRE-BID REQUEST FOR INFORMATION

**Send to:** **AP Architects**  
3434 Truxtun Avenue, Suite 240  
Bakersfield, CA 93301

**Sent by:** Metro Floors Inc.  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Attention:** **Jose Vargas**  
**Project:** Child Development Center Flooring Replacement

**Contact Name:** Brian Van Boening  
**Contact #:** 661-472-1238

**Project No:** 430-0081  
**DSA Appl #:** \_\_\_\_\_  
**DSA File #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_  
**Email:** brian@metrofloors.net

**Subject For Clarification:** \_\_\_\_\_  
\_\_\_\_\_

**Project Manual Section #:** All.  
**Drawing Sheet #:** \_\_\_\_\_

**Description:** Ref. N.T.C.: 10% required Provide through vendor portal

Shows 10% bid bond, P.Bids shows 100%? Shows sealed bids, also states place bid through Vendor portal?

Ref. I.T.B.: Will provide demo to plan Per ITB- examine site required regardless schedule job walk.

Says Demo is shown, where? Documents show & describe existing cond., where? Shows to carefully examine site but job walk is non-mandatory? Mentions General contractor several times, is there a g.c. or c.m.? All risk insurance is for a g.c, not a specialty prime, please retract? States DVBE Good Faith Forms are required, where are they? Shows summary of work, R & R Marquee Sign? Shows allow for weekends, shift work, then shows 8 hour day straight time? Omit All Risk- Omit DVBE

Ref. Bid proposal; Hours clarified via addendum

Shows examined premises, N.T.C. shows job walk non-mandatory?

Per ITB- examine site required regardless schedule job walk.

## ARCHITECT'S RESPONSE:

Included in Addendum # \_\_\_\_\_  
**PB RFI #:** \_\_\_\_\_

**Items will be addressed via Addendum.**  
**AP Architects**

**Attachments:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**By:** \_\_\_\_\_





# PRE-BID REQUEST FOR INFORMATION

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**Fax #:** \_\_\_\_\_

**DSA Appl #:** \_\_\_\_\_

**Email:** brian@metrofloors.net

**DSA File #:** \_\_\_\_\_

**Subject For Clarification:** \_\_\_\_\_  
\_\_\_\_\_

**Project Manual Section #:** All  
**Drawing Sheet #:** All

**Description:** Ref. Bonds & certs required:

Items are for a g.c. not a prime with a specialty license. Get rid of the all-risk builders risk, excessive limits, floater, put limits at normal protocol for a prime specialty? Omit All Risk- Floater- adjusted limits

Ref. Gen. Cond. AIA A201: 38 year old addition:

This is boiler plate, contradicts other bid docs and contains strike outs from another project? Retract this?

Ref. Supplementary Conditions: This is the Districts current General Conditions and SC for all projects.

The articles do not jive with the bid docs, appear to be from another project, boiler plate? Shows several phases, bid docs show one phase? Project will be phased

Respectfully. Metro Floors Inc.

## ARCHITECT'S RESPONSE:

Included in Addendum # \_\_\_\_\_

**PB RFI #:** \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachments:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_





# PRE-BID REQUEST FOR INFORMATION

**Send to:** **AP Architects**  
3434 Truxtun Avenue, Suite 240  
Bakersfield, CA 93301

Sent by: Metro Floors Inc.  
Address: 2/26/25

**Attention:** **Jose Vargas**

Project: Child Development Center Flooring Replacement

Contact Name: Brian Van Boening  
Contact #: 661-472-1238

Project No: 430-0081

Fax #: \_\_\_\_\_

DSA Appl #: \_\_\_\_\_

Email: brian@metrofloors.net

DSA File #: \_\_\_\_\_

Subject For Clarification: All Project Manual: All  
Section #: all. Drawing Sheet #: All  
Description: \_\_\_\_\_ **omit cushion**

**Owner to remove all furniture and equipment**

Attached carpet cushion was discontinued 15 years ago, retract? Reference Kitchen: Will require stainless contractor, electrician, p.g.&e, to disconnect ovens, refrigerator/freezer & fire suppression system, remove & reset all, by District? Sheet vinyl spec is not for commercial kitchen, retract & specify CPI safety floor? No interior painting will require 4.5" base, retract & revise? District or prime supplied roll off dumpster? Due to no response on previous RFI's, will the bid date be bumped?

Due to bid doc requirements planet bids bid protocol is out, retract? **Bid date and time to remain**

- **Vinyl Spec changed**
- **4.5" RWB added**
- **Roll-off dumpster per contractor**

## ARCHITECT'S RESPONSE:

Included in Addendum # \_\_\_\_\_

PB RFI #: \_\_\_\_\_

**Items will be addressed via Addendum.**  
**AP Architects**



# PRE-BID REQUEST FOR INFORMATION

**Send to:** **AP Architects**  
3434 Truxtun Avenue, Suite 240  
Bakersfield, CA 93301

**Sent by:** Metro Floors Inc.  
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**Project No:** 430-0081  
**DSA Appl #:**  
**DSA File #:**

**Fax #:**  
**Email:** brian@metrofloors.net

**Subject For Clarification:** All    **Project Manual:** All  
**Section #:** all. **Drawing Sheet #:** All  
**Description:**

**Is Prime or District responsible for furniture & equipment remove & reset?**    **How many mobilizations?**  
\_\_\_\_\_ **District will remove furniture.**    \_\_\_\_\_ **Mobilizations contingent on phasing.**

Items will be addressed via Addendum.  
AP Architects

## ARCHITECT'S RESPONSE:

Included in Addendum # \_\_\_\_\_

**PB RFI #:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


**Attachments:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**By:** \_\_\_\_\_

## BOARD AGENDA ITEM

**Date:** March 6, 2025

**Submitted by:** Justin Madding, Director of Facilities & Planning

**Area Administrator:** Mike Giacomini, Acting Vice President of Administrative Services

**Subject:** Request for Approval 

---

**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Request for Approval of Child Development Center Exterior Painting Project

**Background:**

This is a project for the exterior painting of the Taft College Child Development Center main building. Scope of work includes, but is not limited to, exterior painting and stucco repair. Also included is a \$10,000 owner's allowance to address any unforeseen work connected to this project.

This project was broadcast as an informal bid on February 14, 2025, and closed on March 4, 2025. A total of 10 bids were received, with Pacific Rim Painting being the low responsive bidder, totaling \$32,000.00. It is my recommendation that the Board of Trustees award the Child Development Center Exterior Painting Project to Pacific Rim Painting for a total of \$32,000.00.

**Terms (if applicable):** Pursuant to the bid and contract documents.

**Expense (if applicable):** \$32,000.00.

**Fiscal Impact Including Source of Funds (if applicable):**

Funding for this project is from Child Development Center restricted State funding pending State approval.

**Approved:**   
\_\_\_\_\_  
Leslie Minor, Ph.D., Interim Superintendent/President



**BID TABULATION - Page 1 of 2**



**Project Name:** Child Development Center Exterior Painting  
**Project No:** TC 24-030  
**Owner:** West Kern CCD / Taft College  
**Architect:** AP Architects

**Job Walk:** Yes  
**Proposals Rcvd at:** Planet Bids  
**Proposals Requested:** 02/14/25  
**Proposals Due:** 03/04/25

Contractor	Base Bid	Allowance	Total Bid	Bid Bond	CSLB#	DIR #	Date RCVD	Remarks
Pacific Rim Painting	\$ 22,000.00	\$ 10,000.00	\$ 32,000.00	Yes	1114395	1001143841	03/04/25	
MTZ Building Solutions	\$ 30,595.78	\$ 10,000.00	\$ 40,595.78	Yes	1093446	1001071844	03/04/25	
Ro's Precise Painting, Inc.	\$ 31,300.00	\$ 10,000.00	\$ 41,300.00	Yes	757058	1000000284	03/04/25	
Perfection Painting Corp	\$ 32,000.00	\$ 10,000.00	\$ 42,000.00	Yes	1091363	1000951947	03/04/25	
U.S. National Corp	\$ 42,900.00	\$ 10,000.00	\$ 52,900.00	Yes	813354	1000001988	03/04/25	
Valenzuela Painting, Inc.	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00				03/04/25	\$48,780 (incorrect)
Anchor Singh Painting, Inc.	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	No	993143	1000030124	03/04/25	No bid bond
Piana Construction & Painting Inc.	\$ 48,000.00	\$ 10,000.00	\$ 58,000.00	Yes	731555	1000002822	03/04/25	
Color New Corp	\$ 91,000.00	\$ 10,000.00	\$ 101,000.00	Yes	1113019	1001122963	03/04/25	
CTG Construction, Inc.	\$ 130,000.00	\$ 10,000.00	\$ 140,000.00	Yes	635916	1000005770	03/04/25	
HB Restoration, Inc.	\$ -	\$ -	\$ -	n/a	n/a	n/a		Invalidated

**BID BOND**

Be advised that we, Pacific Rim Painting Inc.

as Principal ("Principal") and Old Republic Surety Company

a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety") are firmly bound to **WEST KERN COMMUNITY COLLEGE DISTRICT** as Obligee ("Obligee") in the sum

of \$ #1 - TEN PERCENT OF THE AMOUNT OF THE BID (10%) for the payment of which the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this Bond.

The Principal has submitted a bid for Solicitation No. 430-0001: Child Development Center Exterior Painting - TAFT College

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and shall, within the required number of days after the notice of award, execute a contract with the Obligee in accordance with the contract documents, submit the required payment and performance bonds, and provide all other required documents, then this obligation shall be null and void; but in the event that the Principal fails and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the amount is in excess of the former; building lease or rental costs, transportation costs, professional service costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety waives notice of any time extension.

Dated: February 28th, 2025

PRINCIPAL Pacific Rim Painting Inc.

By: 

Title: Spiros Kefallinos - President

Dated: February 28th, 2025

SURETY Old Republic Surety Company

By: 

Title: Leslie M. Mantle - Attorney In Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On February 28th, 2025 before me, Mary Martignoni - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Leslie M. Mantle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Leslie M. Mantle  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
Old Republic Surety Company

Signer Is Representing: \_\_\_\_\_



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Leslie M Mantle of Fullerton, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 5600

Signed and sealed at the City of Brookfield, WI this 28th day of February, 2025.

Karen J. Haffner  
Assistant Secretary

ORSC 22282 (3-08)

Lesron Insurance Agency Inc

**INFORMAL BID PROPOSAL**

10/31/16

Bids will be received via the Taft College Vendor Portal bid posting located on <https://vendors.planetbids.com/portal/66036/bo/bo-search> on Tuesday March 4, 2025, up until 2:00pm.

Submitted to:  
**Board of Trustees**  
West Kern Community College District

Submitted by:  
PACIFIC RIM PAINTING INC  
Name of Firm

Taft, California

Board Members:

Having carefully examined the Advertisement for Bids, Instructions to Bidders, General Conditions to the Contract, Supplementary Conditions, Special Conditions, Specifications and Drawings entitled - **CHILD DEVELOPMENT CENTER EXTERIOR PAINTING – Taft College** - located in Taft, California, as well as the premises and the conditions affecting the work, including Addendum (a) No (s) 1, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

**BASE BID**

- 1. twenty two thousands & 00/100 ————— \$22,000.00  
Base Bid amount [written in words]
- 2. **\$10,000** Owner's allowance (to be used at Owner's discretion)  
The undersigned agrees to add to the Base Bid an Owners allowance (to be used at its discretion) in accordance with specification section 012100 "Allowances"  
thirty two thousands & 00/100 ————— \$ 32,000.00  
1+2 = Total Bid Amount [written in numbers]

The undersigned understands that all documents required prior to starting work shall be provided no later than 10 days from the Notice of Award preparation date.

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within fifteen (15) calendar days of the Notice to Proceed date, unless noted otherwise. The undersigned further agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete it within 30 calendar days plus any extensions of time, as provided for in the General Conditions of the Contract; failing to complete the work within the above stipulated time, he agrees to be bound by the conditions as set forth in the Supplementary Conditions, Article 17, and Instructions to Bidders - Section 002114.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned confirms there are no clerical errors in preparation of this bid proposal.

The undersigned hereby certifies that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.



TC – CHILD DEVELOPMENT CENTER EXTERIOR PAINTING

Enclosed find (X) Bid Bond ( ) Certified Check ( ) Cashier's Check for 10% of the amount bid.

SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the list of subcontractors:

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>DIR REGISTRATION NUMBER</u>	<u>LOCATION OF BUSINESS</u>
	N/A		

I declare, under penalty of perjury, that information provided and representations made in this bid are true and correct and that this declaration was executed on 3/2/2025, at FRESNO, FRESNO, California.  
 (date) (city) (county)

Respectfully submitted,

PACIFIC RIM PAINTING INC  
 Name of Firm  
CORPORATION  
 Individual, Partnership, Corp.\*\*  
 By SPIROS KEFALLINOS  
 Address 7726 N First St, Box 409  
FRESNO CA 93720

Corporate Seal  
 If Applicable

Phone( 916 ) 6003965  
 Fax(            )             
C-33 1114395 12/31/25  
 License Type & Number/Exp. date  
PW-LR-1001143841 6/30/26  
 DIR Registration # & Exp. date

No bid is valid unless signed by the person making the bid.

\*\* State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the bidder is a partnership, the bid should be signed with the partnership name and by one of the authorized partners. If the bidder is a corporation, it should be signed by a person authorized to execute bids on behalf of the corporation.

**NON-COLLUSION AFFIDAVIT**

**TC – CHILD DEVELOPMENT CENTER EXTERIOR PAINTING**

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

State of California CALIFORNIA )  
County of FRESNO ) ss.

SPIROS KEFALLINOS, being duly sworn, deposes and says:

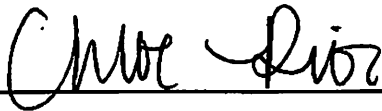
That he or she is the PRESIDENT (position) of PACIFIC RIM PAINTING INC (name of bidder), the party making the bid; that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

PACIFIC RIM PAINTING INC  
(Firm Name)

SPIROS KEFALLINOS  
(Printed Name – Authorized Agent)

  
(Signature – Authorized Agent)

Subscribed and sworn to before me on MARCH 03, 20 25.

  
Notary Public

NOTARY SEAL

\*please see attached

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_

\_\_\_\_\_

*Signature of Document Signer No. 1*

*Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Fresno

Subscribed and sworn to (or affirmed) before me  
 on this 03 day of March, 2025  
 by \_\_\_\_\_  
Date Month Year

(1) Spiros Sr Petallinos

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature Chloe Rios  
Signature of Notary Public

**Seal**  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

TC – CHILD DEVELOPMENT CENTER EXTERIOR PAINTING

**PREVAILING WAGE  
COMPLIANCE CERTIFICATION**

TC – CHILD DEVELOPMENT CENTER EXTERIOR PAINTING

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268


I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on and off site audits with 48-hour notice; payroll records; apprentice and trainee employment requirements; and requirements herein.

PACIFIC RIM PAINTING INC

\_\_\_\_\_

Contractor

(type or print)

  
\_\_\_\_\_

Contractor's signature

3/2/2025

\_\_\_\_\_

Dated

TC – CHILD DEVELOPMENT CENTER EXTERIOR PAINTING

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

**TC – CHILD DEVELOPMENT CENTER EXTERIOR PAINTING**

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract.

Dated: 3/2/2025

CONTRACTOR PACIFIC RIM PAINTING INC


By:  \_\_\_\_\_

Title: PRESIDENT \_\_\_\_\_

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

END OF SECTION 004115

# BOARD AGENDA ITEM

**Date:** March 6, 2025  
**Submitted by:** Justin Madding, Director of Facilities & Planning  
**Area Administrator:** Mike Giacomini, Acting Vice President of Administrative Services  
**Subject:** Request for Approval 

---

**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Request for Approval of Library/Student Services Auto Door Openers Project

**Background:**

This is a project for the addition of automatic door openers at the main entrances of the Library and Administration buildings. The scope of work includes, but is not limited to, the addition of automatic door openers to the main entrances of the Library and Administration buildings and associated electrical work. This project also includes a \$10,000 owner's allowance to address any necessary unforeseen work connected to this project.

This project was broadcast as an informal bid on February 14, 2025, and closed on March 4, 2025. A total of 2 bids were received, with MTZ Building Solutions being the low responsive bidder, totaling \$29,235.59. It is my recommendation that the Board of Trustees award the Library/Student Services Auto Door Openers Project to MTZ Building Solutions for the total of \$29,235.59.

**Terms (if applicable):** Pursuant to the bid and contract documents.

**Expense (if applicable):** \$29,235.59.

**Fiscal Impact Including Source of Funds (if applicable):**

This project will be funded through a combination of Foundation APT Committee funds and TIL TPSID funds.

**Approved:**   
Leslie Minor, Ph.D., Interim Superintendent/President

**BID TABULATION**



**Project Name:** Library-Student Services Auto Doors

**Job Walk:** Yes

**Project No:** TC 24-029

**Proposals Rcvd at:** Planet Bids

**Owner:** West Kern CCD / Taft College

**Proposals Requested:** 02/14/25

**Architect:** AP Architects

**Proposals Due:** 03/04/25

Contractor	Base Bid	Allowance	Total Bid	Bid Bond	CSLB#	DIR #	Date RCVD	Remarks
Black/Hall Construction, Inc.	\$ 33,453.00	\$ 10,000.00	\$ 43,453.00	Yes	86638	1000005963	03/04/25	
MTZ Building Solutions	\$ 19,235.59	\$ 10,000.00	\$ 29,235.59	Yes	1093446	1001071844	03/04/25	

CONTRACT-AGREEMENT

THIS CONTRACT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_ 2025, A.D., by and between WEST KERN COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Owner, and \_\_\_\_\_ referred to as the Contractor.

WITNESSETH: That, whereas the Contractor heretofore made a proposal to do certain work for the said Owner, specified and described in certain drawings and specifications, and entitled as follows on the Bid Proposal:

TC – LIBRARY/STUDENT SERVICES AUTO DOORS  
TAFT COLLEGE  
TAFT, CA

In strict accordance with drawings and specifications prepared therefore by AP Architects.

WHEREAS: The Contractor, before signing this Contract, has carefully read and examined in connection herewith said proposal and specifications and has carefully examined the site where said work is to be done, and has investigated the character of such work and the materials required to be furnished, and by reason of such reading, examination and investigation, the said Contractor agrees that he thoroughly understands the intent and meaning of this Contract and all component parts of said Contract and the requirements, covenants, stipulations and restrictions thereof;

NOE, THEREFORE, in consideration of the promises and of the payments hereinafter to be made by the Owner to and on account of said Contractor, and the understanding of said Contractor to do said work the parties hereto specifically covenant and agree that,

ARTICLE I

This Contractor shall receive and accept the following sum as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract, and for furnishing all necessary tools, machinery, implements, apparatus and other means of construction; also all loss or damage arising out of the nature of the work to be done under said specifications, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by said Owner, and shall be responsible for the consequences of his own negligence or carelessness or discontinuance of the work, and for well and faithfully completing the work in the manner and according to the drawings and specifications and all requirements of the Architect and/or Engineer and any and all parties having jurisdiction thereover, for the whole thereof, the following sum which represents the Contract Price:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

The following Alternates are included in the Contract sum:

ARTICLE II - PAYMENTS

The Owner agrees, in consideration of the performance of this Contract, to pay the Contractor in the following manner:

- (a) Payments will be made only on the certificate of the Architect.
- (b) Monthly payments shall be made to the Contractor in amounts equal to ninety-five percent (95%) of



## TC – LIBRARY/STUDENT SERVICES AUTO DOORS

the estimated value of the work done and the materials furnished and incorporated in the work during the month preceding the date upon which such value is estimated plus ninety-five percent (95%) of the estimated value of all materials which, on the date of estimation of value, are suitably stored on the site for incorporation into the work; provided that no such monthly payment, or payment of any kind, shall theretofore have been made for any such work done or materials furnished and incorporated or materials suitably stored on the site. The aforesaid estimation of value shall be made by the Architect and noted by him upon the certificates furnished by him pursuant to paragraph (2) of this Article II.

- (c) Upon completion of the work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Price, less an amount determined by Owner to be adequate to complete any unfurnished part of the work by another Contractor should the work not be completed within a reasonable time established by the Owner.
- (d) The project shall be accepted by the Board of Trustees who shall authorize after acceptance of the project the subsequent filing of the Notice of Completion. The final payment shall be made thirty-five (35) days from the date of recordation of the Notice of Completion, provided that: The Contractor shall furnish satisfactory evidence that all claims for labor and materials have been paid and that no claims shall have been presented to the Owner by any person or persons based upon any act or omission of the Contractor, and no Stop Notices or claims shall have been filed against said work or the property whereon it was done.

**NOTE:** No certificates given or payments made on account of any Contract shall constitute an acceptance of any equipment, material or work, which may subsequently be found to be defective.

### ARTICLE III - TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor agrees to commence the work within fifteen (15) calendar days from the date of the Notice to Proceed and prior to receiving Notice to Proceed shall obtain Owner's approval of Insurance and Bonds as required in the supporting documents. Failure to obtain approval of the required documents, within the allotted time, shall not be cause for extension of the time of construction as set forth hereafter.

The Contractor further agrees to construct and execute all of the work described in said drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within 60 calendar days from and after the date of commencement, said date of commencement being agreed upon as the fifteenth (15th) calendar day following the date of Notice to Proceed or first day of construction on Project site, whichever is first. Architect shall issue actual start date to Contractor and Owner.

Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete the work within the contract period.

If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree, as a part consideration for awarding of this Contract to pay to the Owner the sum of:

Two Hundred fifty Dollars - No Cents

DOLLARS (\$ 250.00 )

per day plus such additional costs as may be incurred by the Architect because of such delays, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth for each and every day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from the current periodical estimates.

## TC – LIBRARY/STUDENT SERVICES AUTO DOORS

It is further agreed that time is the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of the Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (as defined in Construction Documents), and
- (c) To any delays of subcontractors occasioned by any of the causes specified in subsections (a) and (b) of this Article. Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

### ARTICLE IV - DRAWINGS AND SPECIFICATIONS

This Contract, the drawings and the specifications have been prepared, and are intended to supplement one another. The drawings and specifications shall be deemed by this reference to be incorporated within this Contract, the drawings shall be deemed by this reference to be incorporated within the specifications, and the specifications shall be deemed by this reference to be incorporated with the drawings. In the event a conflict is found to exist between the drawings and specifications, the Architect shall interpret. In the event that the drawings and specifications, or either of them shall be found to conflict with this Contract, then the more restrictive, better quality and/or greater quantity shall govern. Omissions from this Contract of items of provisions present in the specifications or drawings or either of them shall not be deemed a conflict within the meaning of this Article.

### ARTICLE V - CHANGES, ETC.

Should the Owner, at any time during the progress of the work desire any alterations, or deviations in, or additions to, or omissions from the Contract or the drawings or specifications, said Owner, or representative thereof, shall be at liberty to order them, in writing, and the same shall in no way affect or make void this Contract, but the amount thereof shall be added to, or deducted from, the amount of the Contract Price aforesaid, as the case may be, by a fair and reasonable valuation. This Contract, subject to the provisions of Article II (a) hereof, shall be deemed completed when the work is finished in accordance with the original drawings and specifications, as amended by such changes, whatever may be the nature or extent thereof.

No such changes, whatever may be the nature, or modification shall release or exonerate any surety or sureties upon any guarantee or bond given in connection with this Contract, if required.

### ARTICLE VI - RULE OF PRACTICE

The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.

### ARTICLE VII - ACCEPTANCE OF THE WORK

The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of

## TC – LIBRARY/STUDENT SERVICES AUTO DOORS

the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of notice of completion and bonds will not be released until such date. In the event any warranties and guarantees exceed the one (1) year, liability under the bonds shall continue until said warranties and guarantees expire.

### ARTICLE VIII - FAILURE TO PROVIDE WORKMEN AND MATERIALS

If the Contractor at any time during the progress of the work should refuse or neglect, without the fault of the Owner, to supply sufficient amount of materials or enough workmen to complete the Contract within the time herein set forth, due allowance being made for the contingencies provided for herein, for a period of more than seven (7) days after having been notified by the Owner in writing to furnish the same, the Owner shall have the power to furnish and provide said materials and/or workmen to finish the said work, and the reasonable expense thereof shall be deducted from the amount of the Contract Price.

### ARTICLE IX - PENALTIES

This Contractor shall forfeit, as a penalty to the said Owner, the sum of one hundred dollars (\$100.00) for each laborer, workman, or mechanic employed in the execution of this Contract, or any sub-contractor under him, for each calendar day during which such laborer, workman and/or mechanic is required or permitted to labor in violation of the State of California prevailing wage requirements, and said Owner, when making payments of money due under this Contract, shall withhold and retain there from all sums and amounts which have been forfeited pursuant to the herein said stipulation.

### ARTICLE X - INSURANCE AND BONDS

Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract.

### ARTICLE XI - RELATION TO BID PROPOSALS

Be it further stipulated and agreed that said Owner does promise and agree to employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and herein contracts to pay the same at the time, in the manner and upon the conditions set forth above; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

It is further agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid proposal of said Contract, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

### ARTICLE XII - ASBESTOS/PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS

Contractor agrees that lead plumbing domestic water items, asbestos, PCB-containing products or materials will not be used or substituted in performing work under the Agreement.

At the completion of work under the Agreement, Contractor will certify in writing to the Owner that to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

### ARTICLE XIII - COMPLIANCE WITH STORM WATER PREVENTION AND AIR POLLUTION CONTROL

## TC – LIBRARY/STUDENT SERVICES AUTO DOORS

### RULES

Contractor shall comply with all storm water prevention and air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any storm water prevention and pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code, as well as local requirements, County, City and local Storm Water Prevention and Air Pollution Control Districts. Contractor shall require all subcontractors to abide by these items.

### ARTICLE XIV – ANTI-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Contract, the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the Government Code of the State of California, commencing at Section 12900 and by Labor Code Section 1735) not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, gender, or age. The aforesaid provisions shall include, but are not limited, the following: hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all subcontracts entered into hereunder, except subcontracts for standard commercial supplies of raw materials.

### ARTICLE XV - CONTRACTOR - EMPLOYEE REQUIREMENTS

By signing this Contract, the Contractor certifies he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure payment of compensation to his employees.

The Contractor and Subcontractors under him shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.

Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

### ARTICLE XVI - NOTICES

All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as follows:

To Owner: WEST KERN COMMUNITY COLLEGE DISTRICT

TC – LIBRARY/STUDENT SERVICES AUTO DOORS

Attention: Justin Madding  
29 Cougar Court  
Taft, CA 93268  
(661) 763-7768

To Contractor:

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first herein written.

_____	<u>WEST KERN COMMUNITY COLLEGE DISTRICT</u>
CONTRACTOR	OWNER
By _____	By _____
Authorized Signature	Authorized Signature
Date _____	Date _____

END OF SECTION 006003

**INFORMAL BID PROPOSAL**

10/31/16

Bids will be received via the Taft College Vendor Portal bid posting located on <https://vendors.planetbids.com/portal/66036/bo/bo-search> on **Tuesday March 4, 2025, up until 2:30pm.**

Submitted to:  
**Board of Trustees**  
West Kern Community College District

Submitted by:  
MTZ Building Solutions  
Name of Firm

Taft, California

Board Members:

Having carefully examined the Advertisement for Bids, Instructions to Bidders, General Conditions to the Contract, Supplementary Conditions, Special Conditions, Specifications and Drawings entitled - **LIBRARY/STUDENT SERVICES AUTO DOORS – Taft College** - located in Taft, California, as well as the premises and the conditions affecting the work, including Addendum (a) No (s) 1, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

**BASE BID**

1. Nineteen thousand two hundred thirty five 59/100 \$ 19,235.59  
Base Bid amount [written in words]
2. **\$10,000** Owner's allowance (to be used at Owner's discretion)  
The undersigned agrees to add to the Base Bid an Owners allowance (to be used at its discretion) in accordance with specification section 012100 "Allowances"  
\$ 19,235 + \$ 10,000 = \$29,235 \$ 29,235.59  
1+2 = Total Bid Amount [written in numbers]

The undersigned understands that all documents required prior to starting work shall be provided no later than 10 days from the Notice of Award preparation date.

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within fifteen (15) calendar days of the Notice to Proceed date, unless noted otherwise. The undersigned further agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete it within **30** calendar days plus any extensions of time, as provided for in the General Conditions of the Contract; failing to complete the work within the above stipulated time, he agrees to be bound by the conditions as set forth in the Supplementary Conditions, Article 17, and Instructions to Bidders - Section 002114.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned confirms there are no clerical errors in preparation of this bid proposal.

The undersigned hereby certifies that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

TC – LIBRARY/STUDENT SERVICES AUTO DOORS

Enclosed find ( ) Bid Bond (X) Certified Check ( ) Cashier's Check for 10% of the amount bid.

SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the list of subcontractors:

<u>PORZION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>DIR REGISTRATION NUMBER</u>	<u>LOCATION OF BUSINESS</u>

I declare, under penalty of perjury, that information provided and representations made in this bid are true and correct and that this declaration was executed on March 3, 2025, at Bakersfield, Kern, California.  
 (date) (city) (county)

Respectfully submitted,

MTZ Building Solutions  
Name of Firm

Corporation  
Individual, Partnership, Corp.\*\*

By Jonathan Martinez

Address 9831 Rosedale Hwy,  
Bakersfield, CA 93312

Corporate Seal  
If Applicable



Phone( 661 ) 829-5000

Fax(          )         

A, B, C10, C21 1093446 6-30-2026  
License Type & Number/Exp. date

1001071844 6-30-2025  
DIR Registration # & Exp. date

No bid is valid unless signed by the person making the bid.

\*\* State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the bidder is a partnership, the bid should be signed with the partnership name and by one of the authorized partners. If the bidder is a corporation, it should be signed by a person authorized to execute bids on behalf of the corporation.



**BID BOND**

**NO. 11-908-012**

Be advised that we, MTZ Building Solutions

as Principal ("Principal") and United Surety Insurance Company

303 Congress Street #502, Boston, MA 02210

a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety") are firmly bound to **WEST KERN COMMUNITY COLLEGE DISTRICT** as Obligee ("Obligee") in the sum

of ten percent (10%) of the amount bid in dollars for the payment of which the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this Bond.

The Principal has submitted a bid for TC Library/Student Services Auto Doors.

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and shall, within the required number of days after the notice of award, execute a contract with the Obligee in accordance with the contract documents, submit the required payment and performance bonds, and provide all other required documents, then this obligation shall be null and void; but in the event that the Principal fails and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the amount is in excess of the former; building lease or rental costs, transportation costs, professional service costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety waives notice of any time extension.

Dated: March 4, 2025



PRINCIPAL

MTZ Building Solutions

By: [Signature]

Title: Vice President

Dated: March 4, 2025

SURETY

United Surety Insurance Company

By: [Signature]

Title: Blake A. Pfister Attorney-in-Fact



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On March 3, 2025 before me, L. Nahina Pfister, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Blake A. Pfister  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond 11-908-012

Document Date: March 4, 2025 Number of Pages: 1

Signer(s) Other Than Named Above: N/A, None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Blake A. Pfister Signer's Name: -----

Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_

Partner -  Limited  General  Partner -  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: United Surety Insurance Company Signer is Representing: \_\_\_\_\_



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

**POWER OF ATTORNEY**

Attached to 11-908-012

172495

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Blake A. Pfister**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2025.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 8th day of August, 2024



Corporate Seals

**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

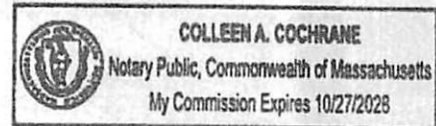
R. Kyle Fowler  
 R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts  
 County of Suffolk ss:

On this 8th day of August, 2024, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)  
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 4th day of March, 2025

Corporate Seals



Robert F. Thomas  
 Robert F. Thomas, President

**NON-COLLUSION AFFIDAVIT**

**TC – LIBRARY/STUDENT SERVICES AUTO DOORS**

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

State of California )  
County of Kern ) ss.

Jonathan Martinez, being duly sworn, deposes and says:

That he or she is the Vice President (position) of MTZ Building Solutions (name of bidder), the party making the bid; that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

MTZ Building Solutions  
(Firm Name)

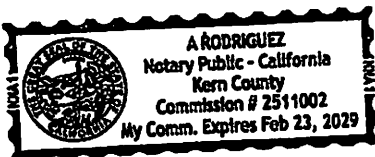
Jonathan Martinez  
(Printed Name – Authorized Agent)

[Signature]  
(Signature – Authorized Agent)

Subscribed and sworn to before me on March 4th, 20 25.

A. Rodriguez  
Notary Public

NOTARY SEAL



TC – LIBRARY/STUDENT SERVICES AUTO DOORS

**PREVAILING WAGE  
COMPLIANCE CERTIFICATION**

TC – LIBRARY/STUDENT SERVICES AUTO DOORS

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on and off site audits with 48-hour notice; payroll records; apprentice and trainee employment requirements; and requirements herein.

MTZ Building Solutions

Contractor

(type or print)



Jonathan Martinez / Vice President

Contractor's signature

March 3, 2025

Dated



TC – LIBRARY/STUDENT SERVICES AUTO DOORS

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKER'S COMPENSATION**

TC – LIBRARY/STUDENT SERVICES AUTO DOORS

To: WEST KERN COMMUNITY COLLEGE DISTRICT  
29 Cougar Ct.  
Taft, CA 93268

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract.

Dated: March 3, 2025

CONTRACTOR

X



By: Jonathan Martinez

Title: Vice President

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

END OF SECTION 004115

**DRUG-FREE WORKPLACE CERTIFICATION**

**PROJECT:** Library / Student Services Auto Doors - Taft College

**DISTRICT:** West Kern Community College District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that Specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - A. The dangers of drug abuse in the workplace;
  - B. The person's or organization's policy of maintaining a drug-free workplace;
  - C. The availability of drug counseling, rehabilitation, and employee assistance programs;
  - D. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

MTZ Building Solutions  
Legal Name of Contractor

  
Signature

Vice President  
Title

3-3-2025  
Date

Jonathan Martinez  
Print Name

END OF SECTION 004313

## BOARD AGENDA ITEM

Date: February 6, 2025

Submitted by: Dr. Leslie Minor, Acting Superintendent/President

Area Administrator: Dr. Leslie Minor, Acting Superintendent/President

Subject: Request for Approval

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Board Meeting Date: March 12, 2025

Title of Board Item:

Request Approval to Renew Turnitin (plagiarism detection) account.

Background:

Approval is requested for continued participation in the Community College League of California (CCLC) consortium Turnitin software purchasing agreement. Taft College faculty has been using Turnitin for at least six years now. Faculty and students are using it to check instances of plagiarism. Students have also used it to guide their writing and to understand the benefits of expressing themselves without copying others' work.

Terms (if applicable):

August 1, 2025 – July 31, 2026

Expense (if applicable):

\$8,652.88

Fiscal Impact Including Source of Funds (if applicable):

Distance Education Budget

Approved: \_\_\_\_\_



Dr. Leslie Minor, Acting Superintendent/President



## Approval form

**Instructions:**

Once you have approved this order, it may not be removed.



Institution

**Taft College**

United States

Att: Terri Smith, Research & Instruction Librarian

Consortium

**Community College League Of California**

2017 O Street  
Sacramento, CA 95811  
United States

Description	Status	Period	Reference	Cost
<b>Turnitin FY</b>				
Publisher: Turnitin				
TFS w/ Originality Per FTE	Accepted	08/01/2025 - 07/31/2026		7,602.88 USD
Turnitin per Campus Fee	Accepted	08/01/2025 - 07/31/2026		1,050.00 USD
<b>Total estimate</b>				<b>8,652.88 USD</b>

**Notes:**



Approval form

**Signature:**

Full name: \_\_\_\_\_

Job title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

I hereby confirm this order

**Contact:**

Amy Beadle  
abeadle@cleague.org

**Community College League Of California**

2017 O Street  
Sacramento, CA 95811  
United States

# BOARD AGENDA ITEM

**Date:** February 11, 2025  
**Submitted by:** Brett Redd, Director, Information Technology  
**Area Administrator:** Dr. Xiaohong Li, VP of Information and Institutional Effectiveness  
**Subject:** Request for Approval

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**Board Meeting Date:**

March 12, 2025

**Title of Board Item:**

ABTECH Technologies Quotation Contract No. M5320 for Hardware and Software Maintenance

**Background:**

Hardware and software warranty and maintenance annual renewal for backup storage system devices Dell DR 4300 and MD1400

**Terms (if applicable):**


One year of support coverage will be from April 16, 2025 – April 16, 2026

**Expense (if applicable):**

The total cost of the annual subscription is \$11,881.00.

**Fiscal Impact Including Source of Funds (if applicable):**

This cost is included in the ITS budget.

**Approved:**   
Leslie Minor, Ph.D., Interim Superintendent/President



Equipment List  
Schedule A.

02/11/25

Customer

Information: Mark Gibson  
Taft College  
29 Cougar Court  
Taft, CA 93268  
661-763-7737  
661-763-7838 Fax  
Email: mgibson@taftcollege.edu

ABTECH

Information: Dana Collins  
ABTECH Technologies, Inc.  
1235 Activity Dr., Suite B  
Vista, CA 92081  
800-474-7397 Ext. 121  
760-827-5143 Fax  
Email: dcollins@abtechtechnologies.com

Customer No.: 00-TAFTC  
Contract No.: M5320  
Service Start Date: 04/16/25  
Renewal Service Date: 04/16/26  
PO #: TBA

SYSTEM ID: QUEST

Item	Mfg	Model #	Description	Serial No.	Qty	POM, Response Time	Unit AMC	Ext. MC
1	QUEST	DR4300	DR4300 Backup Appliance, Including Call-in SW Support	28G7GB2	1	7x24, 6 HR(inc. ABTECH Holidays)	\$5,768.00	\$5,768.00
2	QUEST	MD1400	18TB Expansion, Including Call-In SW Support	G5C2QD2	1	7x24, 6 HR(inc. ABTECH Holidays)	\$6,113.00	\$6,113.00

Annual Contract Total: \$11,881.00  
Sales Tax: TBD \*

Quotation is Valid for 90 Days.

Authorized Signature

11-Feb-25  
Date

Equipment Location: Taft College  
29 Cougar Court  
Taft, CA 93268

\*NOTES:

This quotation is based on information given to Abtech Technologies by Client. If, upon inspection of the equipment, it is found that the configuration information was either inaccurate or incomplete, Abtech reserves the right to revise maintenance price quotation to reflect these changes. All equipment must be in proper working order, correctly configured, and legally licensed prior to being placed under contract. Pricing excludes any applicable taxes and is based upon all systems or equipment being placed under contract. Abtech reserves the right to revise prices if the Client changes the amount of equipment being maintained. Abtech recommends Client maintain License to Use and Update support services with the OEM. Abtech is not affiliated with the OEM and cannot provide any updates, revisions, or patch bundles to the software or hardware. Pricing does not include consumables including but not limited to batteries, printheads, or PM kits for laser printers. Buyer agrees to have read and to be bound by Abtech's terms by placing an order with Abtech. Any order based in whole or in part of this quotation shall incorporate in full by this reference as a full and binding part of these terms as if set forth therein the Abtech Master Service Agreement ("MSA") and Addendum: Hardware and Software Maintenance Agreement ("Addendum"). Abtech limits acceptance to the MSA and Addendum and objects to any other additional or different terms in Client's purchase order or any other forms of acceptance. This quotation is the latest revision of the equipment list as of the above date and supersedes all previous quotations. This confidential quotation is for the private use of the individual/organization listed above. Any distribution and/or disclosure of the proprietary information contained herein to other individuals/organizations is expressly prohibited.

**AMENDMENT A: AMENDMENT TO EQUIPMENT LIST**

Date: February 11, 2025

Client: Taft College

Contract #: M5320

Contact: Mark Gibson

Amendment #: 2025 Renewal

Phone: (661) 763-7737

Email: mgibson@taftcollege.edu

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Description of Amendment:

The subject contract is hereby amended to incorporate the attached Schedule A to the original equipment list dated April 16, 2021.

1. Extend the support as set forth in the Addendum, dated February 11, 2025 (attached), effective April 16, 2025.

This Amendment incorporates by reference as if set forth herein Abtech Technologies' Master Service Agreement ("MSA") and Addendum: Hardware and Software Maintenance Agreement M5320 ("Services Agreement"). A copy of the MSA and Services Agreement may be downloaded at <http://www.abtechtechnologies.com/contract-agreements>. The MSA and Service Agreement replace any other previous agreements or communications regarding this subject matter.

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Agreed to:  
Abtech Technologies, Inc.

Agreed to (Client):  
Taft College

By:

By:

Name:



Name:

Title:

Title:

Date:

Date:

**Date:** February 11, 2025  
**Submitted by:** Brett Redd  Director, Information Technology  
**Area Administrator:** Dr. Xiaohong Li, VP of Information and Institutional Effectiveness   
**Subject:** Request for Approval

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**Board Meeting Date:**

March 12, 2025

**Title of Board Item:**

Convergent Tech Lenel Software Maintenance  
Quote: BH07779903P

**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):**

Contract Renewal Period: 05/03/2025 to 05/02/2026

**Expense (if applicable):**

Total annual renewal cost is \$10,280.00.

**Fiscal Impact Including Source of Funds (if applicable):**

Funding is included in the ITS budget.

**Approved:**  \_\_\_\_\_

Leslie Minor, Ph.D., Interim Superintendent/President



Date: February 11, 2025

**Prepared For:**

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

**Prepared By:**

Bob Henderson  
3651 Pegasus Dr #120  
Bakersfield, California 93308

bob.henderson@convergint.com

Quote ID: **BH07779903P**

<b>Project:</b>	<b>Taft College Lenel 2025 Renewal</b>
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<i>Scope of Work</i>	
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Taft College is nearing the 2024 renewal period for the Lenel Access Control License platforms referenced below.

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: 05/02/2025 (Unchanged).

Contract Renewal Period: 05/03/2025 to 05/02/2026 (Unchanged).

Primary System (Dongle) ID: 128258

Line	Qty	Part	Description
1			Lenel SUSP 2025-2026
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

<b>Total Project Price</b>	<b>\$ 10,280.00</b>
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*Attach Purchase Order or Requisition if Required*

Customer Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

**Total Project Investment:**

**\$ 10,280.00**



convergint

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

February 11, 2025

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 of 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.




# BOARD AGENDA ITEM

**Date:** March 4, 2025

**Submitted by:** Nick Valsamides, Executive Director of Fiscal Services

**Area Administrator:** Mike Giacomini, Acting Vice President of Administrative Services

**Subject:** Request for Approval 

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Credit Card Machines – Cashier’s Office

**Background:**

Most fees at the Cashier’s Office are collected using credit card machines. Our current machines are no longer compatible with current security standards and are out of date, posing a security breach. The total expense is under \$10,000 and does not require the solicitation of additional quotes. Therefore, we recommend a lease agreement with TSYS Business Solutions for three (3) new machines to ensure that security standards remain up to date.

**Terms (if applicable):**

A 48-month lease term at \$161.94 per month for 3 machines. If the machines become out of date during the lease term, they will be replaced at no additional cost.

**Expense (if applicable):**

\$161.94 per month x 48 months = \$7,773.12

**Fiscal Impact Including Source of Funds (if applicable):**

General Fund

**Approved:**   
Leslie Minor, Ph.D., Interim Superintendent/President



TSYS Business Solutions LLC  
 12202 Airport Way  
 Suite 100  
 Broomfield, CO 80021

**EQUIPMENT LEASE AGREEMENT**

5436845555548287  
 Merchant ID

J. CASTILLO  
 Rep. Name

053152  
 Rep. ID

**MERCHANT INFORMATION**

WEST KERN COMMUNITY COLLEGE

TAFT COLLEGE CASHIER

Corporate Business Name

DBA Name

29 COUGAR CRT

TAFT

CA 93268

(661) 763-7700

Business Address

City

County

State

Zip Code

Business Phone Number

SCHOOLS

952,266,481

Years in Business

Type of Business

Tax ID #:

Billing Address (if different than above)

City

State

Zip Code

UNITED SECURITY BANK

121141495

X

010702394

Bank Name

Routing Number

Account Number

Business Type

- CORPORATION
- PARTNERSHIP
- PROPRIETORSHIP
- NON-PROFIT

**EQUIPMENT SUPPLIER**

**DESCRIPTION OF LEASED EQUIPMENT**

Equipment Type

Quantity

Unit price without tax

VERIFONE T650C

3

\$

\$

\$

\$

\$

First Data Merchant Services Corp.  
 1307 Walt Whitman Road  
 Melville, NY 11747

**SCHEDULE OF PAYMENTS** (payable to First Data Merchant Services Corporation)

Lease Term: 48 (in months) Total Monthly Charges:\* \$ 161.94

*\*All charges subject to applicable tax*

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Global Leasing or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. If the Application is approved, each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us.

**THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED HEREIN.**

X  
 Lessee Signature

Title

Print Name

02/28/25  
 Date

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

X  
 Personal Guarantor's Signature (No Title Allowed)

, an Individual

N/A  
 Print Name

-  
 Home Phone Number

Date

N/A  
 Home Address

N/A  
 City

State

Zip Code

D.O.B

Social Security #

**DO NOT WRITE IN THIS SPACE**

**Lessor Acceptance:**

Name (please print or type)


Title

X  
 Signature

Date

This Equipment Lease Agreement ("Agreement") is being entered into by and between TSYS Business Solutions LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to TSYS Business Solutions LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns.

Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Equipment Lease Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.

Date: February 13, 2025  
Submitted by: Heather del Rosario, Vice President of Human Resources   
Area Administrator: Dr. Leslie Minor, Interim Superintendent/President  
Subject: Request for Approval

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Board Meeting Date: March 12, 2025

**Title of Board Item:**

Request for Approval: Amendment-UKG Master Service Agreement to include UKG Ready Learning

**Background:**

The District wishes to expand its existing service contract with UKG Ready to include UKG Ready Learning. This addition will enable the assignment and tracking of mandatory employee trainings, while also providing employees with a platform to explore other available training opportunities.

The attached agreement outlines setup fee, reoccurring monthly fees and deliverables.

**Terms (if applicable):**

Monthly

**Expense (if applicable):**

\$6,500 initial set up fee  
\$1.80/record monthly reoccurring fee for Ready Learning (subscription fee will increase by 5% per annum)

**Fiscal Impact Including Source of Funds (if applicable):**

All funds are included in budget for 2024-25 fiscal year.

Approved:   
Dr. Leslie Minor, Interim Superintendent/President



Quote#: Q-314321  
Expires: 22 Feb, 2025  
Sales Executive: Ryan Adams  
Effective Date: Effective as of the date of last signature of this Order  
Division: Higher Ed

**ORDER FORM**  
Order Type: Amendment  
Date: 23 Jan, 2025

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**Customer Legal Name:**  
WEST KERN COMMUNITY COLLEGE DISTRICT

**Ship To: WEST KERN COMMUNITY COLLEGE DISTRICT**  
29 COUGAR CT  
TAFT, CA 93268-2329 USA

**Customer Legal Address:**  
29 COUGAR CT, TAFT, CA 93268-2329 USA

**Bill To: WEST KERN COMMUNITY COLLEGE DISTRICT**  
29 COUGAR CT  
TAFT, CA 93268-2329 USA

**Bill To Contact:**

**Contact: Heather del Rosario**  
Email: hdelrosario@taftcollege.edu

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**Currency: USD**  
**Customer PO Number:**  
**Solution ID: 6181323**  
**Term: Co-Term**  
**Uplift Percent: 5 %**

**Renewal Term: 12 months**  
**Payment Terms: Net 30 Days**

**Billing Start Date: Upon Signature of Order Form; unless otherwise stated below. Excludes Monthly Billing of Usage Above Minimum.**

**Data Center Location: USA**

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**Subscription Services**

Billing Frequency: Monthly in Arrears

Subscription Services	Minimum Quantity	Employee Type	Subscription Fee	Billing Start Date	Transaction Type
UKG READY LEARNING	500	Learning Employees	USD 1.80	Upon Signature of Order Form	New

**Professional Services**

Billing Frequency: Billed 100% upon signature of the order form

Professional Services	Total Price
UKG READY LAUNCH FIXED FEE	USD 6,500.00
<b>Total Price</b>	<b>USD 6,500.00</b>

**Order Notes:**

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

**General Terms**

This Order is subject to and governed by the terms and conditions of that certain master agreement between the parties with an effective date on June 29, 2021 along with various orders, addenda, supplements, amendments, etc. to same (collectively referred to as the "Agreement").

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at: [www.ukg.com/services-descriptions](http://www.ukg.com/services-descriptions)

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at: [www.ukg.com/ukg-unified-dpa](http://www.ukg.com/ukg-unified-dpa)

"Co-Term" means that the Subscription Services set forth on this Order will align with Customer's existing billing cycle and term.

UKG Ready Learning: defined as persons active or setup as a user of UKG Ready Learning application at any time during a given month.

UKG Launch is based on the Launch Quantity of 500 Learning employees noted on the order form.

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

Customer shall provide UKG with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Order. In the event that UKG does not receive the banking information and all other required information from Customer within such time frame, then Customer agrees that the Billing Frequency may be modified so that Customer

shall be invoiced quarterly in advance, as follows: The Subscription Fees for the applicable Monthly Minimum Quantities are due quarterly and invoiced (30) days in advance of the quarter; to reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity. In addition, all other billings such as Professional Service fees (including the UKG Launch Fixed Fee) or Print Services will also be subject to direct debit.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Monthly Minimum Quantity above.


UKG Launch is based on the Launch Quantity of 500 employees. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity herein as of the applicable Subscription Service live date, then Customer agrees to pay UKG \$100.00 per each additional employee. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Application live date and Customer shall not be charged for any additional Launch fees subsequent to that date.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

<b>WEST KERN COMMUNITY COLLEGE DISTRICT</b>		<b>UKG Inc.</b>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to <a href="mailto:TaxExemption@ukg.com">TaxExemption@ukg.com</a> along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p>			



## BOARD AGENDA ITEM

**Date:** February 13, 2025  
**Submitted by:** Heather del Rosario, Vice President of Human Resources   
**Area Administrator:** Dr. Leslie Minor, Interim Superintendent/President  
**Subject:** Request for Ratification

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:**

Request for Ratification: Contract for Professional Services with Ana Leheny

**Background:**

District desires to obtain the services of an education consultant especially trained and experienced in rendering disability advocate services.

The attached contract outlines the terms of the agreement.

**Terms (if applicable):**

February 6, 2025 through June 30, 2025

**Expense (if applicable):**

\$150 per hour not to exceed 50 hours per fiscal year.

**Fiscal Impact Including Source of Funds (if applicable):**

This expense will be paid from the Human Resources budget as a general fund expenditure.

**Approved:** \_\_\_\_\_

  
Dr. Leslie Minor, Interim 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 Ana Leheny ("Independent Contractor"). The agreement is effective February 6, 2025

**Recitals**

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

Disability Advocate

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

2. An 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 Disability advocate support services.

**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 February 6, 2025 through June 30, 2025. All work shall be performed at the discretion of the contractor unless otherwise agreed.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor includes but are not necessarily limited to the following:  
Disability Advocate Services
4. **Compensation.** Independent Contractor shall be paid the sum of \$150 per hour not to exceed 50 hours per year.

**Independent Contractor Agreement**  
**Page 2**

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 service report in writing to the District, which shall include a journal indicating days and service rendered.

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

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

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


Executed at  Taft  California, on the dates shown below.

Date of WKCCD Board Approval:

Budget code: XXXXX-XXX-XXXX-XXXX

West Kern Community College District:

Independent Contractor:

By:     
Ana Leheny (Feb 11, 2025 08:25 PST)

(Signature)

*Ana Leheny*

(Printed Name)

*Disability Advocate*

(Title)

(Signature)

(Printed Name)

(Email Address)







# Leheny Contract

Final Audit Report

2025-02-11

Created:	2025-02-10
By:	Heather del Rosario (hdelrosario@taftcollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB0sefi_P9jnjqj-bXY_ZqbSJolp89g86

## "Leheny Contract" History

-  Document created by Heather del Rosario (hdelrosario@taftcollege.edu)  
2025-02-10 - 11:30:19 PM GMT- IP address: 207.233.123.254
-  Document emailed to analeheny@gmail.com for signature  
2025-02-10 - 11:30:43 PM GMT
-  Email viewed by analeheny@gmail.com  
2025-02-11 - 0:21:39 AM GMT- IP address: 146.75.146.0
-  Signer analeheny@gmail.com entered name at signing as Ana Leheny  
2025-02-11 - 4:25:18 PM GMT- IP address: 146.75.146.1
-  Document e-signed by Ana Leheny (analeheny@gmail.com)  
Signature Date: 2025-02-11 - 4:25:20 PM GMT - Time Source: server- IP address: 146.75.146.1
-  Agreement completed.  
2025-02-11 - 4:25:20 PM GMT

## BOARD AGENDA ITEM

**Date:** February 19, 2025

**Submitted by:** Brett Redd, Director, Information Technology

**Area Administrator:** Dr. Xiaohong Li, VP of Information and Institutional Effectiveness *XL*

**Subject:** Request for Approval

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**Board Meeting Date:**

March 12, 2025

**Title of Board Item:**

Agreement with Firestorm Global, LLC  
SAFER Cyber Risk Assessment

**Background:**

Firestorm Global, LLC is a cybersecurity audit service that is associated with our insurance. There is no fee for the audit or for recommendations. The purpose of the audit is to identify and develop actions to address security vulnerabilities in Taft College's outward facing network, including our firewall, public IP addresses, web services and servers.

**Terms (if applicable):** \_\_\_\_\_

One Year Term – Automatically renews annually.

**Expense (if applicable):**

N/A

**Fiscal Impact Including Source of Funds (if applicable):**

N/A

**Approved:**  \_\_\_\_\_

Leslie Minor, Ph.D., Interim Superintendent/President

## **MEMBER SERVICES AGREEMENT**

This Services Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2025 (the “**Effective Date**”), is entered into by and between **Firestorm Global, LLC**, a California limited liability company, with offices located at 6371 Haven Ave, Suite 3-236, Rancho Cucamonga, CA 91737 (“**Service Provider**”), and \_\_\_\_\_ (“**Member**”), who is a Member of SAFER as described below.

1. **Services.** SAFER (“**SAFER**”) is a California Joint Powers Authority organized under California law, and has within its membership California public entities to whom it provides multiple liability coverages, property coverages, claim services, and public entity safety programs. Service Provider is in the business of providing cyber risk management services to public entities. Service Provider shall provide certain services relating to Service Provider’s “Cyber Risk Management Program” (the “**Services**”) to Member as set forth in **Exhibit A**, which is attached hereto and incorporated as if set forth fully herein.

2. **Fees and Expenses.** For the Services to be performed hereunder, SAFER shall pay to Service Provider, on behalf of the Member the fixed fee for Member as set forth in that certain Payment Agreement by and between Service Provider and SAFER dated July 1, 2024 (the “**Payment Agreement**”) (collectively, the “**Fees**”).

3. **Member’s Obligations.** Member represents and warrants to Service as follows:

3.1 Member will cooperate with Service Provider in all matters relating to the Services and appoint a Member employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Member with respect to matters pertaining to this Agreement (the “**Member Contract Manager**”). Service Provider will be entitled to rely upon directions and guidance from the Member Contract Manager until Service Provider is affirmatively made aware of a change of status of the Member Contract Manager;

3.2 Member shall ensure that Service Provider has such access to Member’s equipment and networks (collectively, the “**Environment**”) as may reasonably be requested by Service Provider for the purposes of performing the Services. Without limiting the generality of the foregoing, Member hereby grants to Service Provider the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Member’s Environment to enable Service Provider to provide the Services. Member acknowledges that Service Provider may be required to install one or more software agents into Member’s Environment through which such access may be enabled;

3.3 Member shall respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements

of this Agreement. It being understood that if Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Member, its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Member, in each case, to the extent arising directly or indirectly from such prevention or delay.

3.4 Member shall comply fully with all reasonable specifications, rules, regulations, and policies governing the Services provided to Member by Service Provider. Such rules, regulations and policies shall be subject to change from time to time in Service Provider's sole discretion;

3.5 Member, and not Service Provider, is responsible for Member's own compliance with all applicable laws, including all confidentiality and security requirements, including, but not limited to such requirements of the FERPA, HIPAA, and the USA Patriot Act. The Services are not intended, and will not be used, to bring Member into full regulatory compliance with any law, rule, regulation, or requirement that may be applicable to Member's business or operations. The Services may aid Member's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) as a compliance solution;

3.6 Service Provider may provide Member with specific advice and directions related to the Services ("**Advice**"). Member is strongly advised to follow Advice which, depending on the situation, may require Member to make additional purchases or investments in its Environment at its sole cost. Member acknowledges and agrees that Service Provider is not responsible for any problems or issues (such as downtime or security-related issues) caused by Member's failure to promptly follow Advice. If, in Service Provider's discretion, Member's failure to follow Advice renders part or all of the Services economically or technically unreasonable to provide, then Service Provider may terminate all or a portion of the Services.

4. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Member under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Member or Member-provided materials shall, as between Member and Service Provider, be owned exclusively by Service Provider. Service Provider . Service Provider hereby grants Member a license (or if applicable, a sublicense) to use all Intellectual Property Rights in the Deliverables free of additional charge (other than the Fees) and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up,

royalty-free and perpetual basis, solely to the extent necessary to enable Member to make reasonable use of the Deliverables and the Services. Service Provider hereby grants Member a license (or if applicable, a sublicense) to use all Intellectual Property Rights in the Deliverables free of additional charge (other than the fees) and on a non-exclusive, worldwide, non-transferable\*, non-sub licensable\*, fully paid up, royalty free and perpetual basis, solely to the extent necessary to enable Member to make reasonable use of the Deliverables and the Services.

\*Except in the event of Member's merger, acquisition, or divestiture

5. **Confidentiality.** From time to time during the Term of this Agreement, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, any information that a reasonable person would regard as, know, or should understand to be confidential or proprietary, including but not limited to (a) if disclosed in writing or other tangible form is clearly labeled as "confidential," or (b) if disclosed orally, is identified as confidential when disclosed and within ten (10) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors. Unless otherwise agreed or dictated by the SAFER Member, SAFER shall receive a copy of the final Deliverables (if any) inclusive of any findings thereto.

Provided however, this Section 5 shall not prohibit or otherwise prevent Service Provider from extracting, compiling, synthesizing, and analyzing data provided by Member to Service

Provider in connection with the delivery of the Services to the extent such data or information does not identify or is otherwise attributable to Member and/or the SAFER's operations, systems, networks, or any person.

Certain Information provided by Firestorm Global, LLC contains documentation on the design and deployment of your network and should be protected as Tier 1 Confidential Information. Firestorm Global, LLC transfers Tier 1 information via a secure transfer that meets NIST-CSF controls. Your Cybersecurity Officer or Designated Contact should be sure to store, secure, provide access, process and/or transmit this information as they do other electronic Tier 1 Confidential information.

6. Term. This Agreement shall commence as of the Effective Date and, unless sooner terminated as provided in this Agreement, will remain in full force and effect for an initial term equal to one (1) year from the Effective Date (the "**Initial Term**") after which the term shall automatically renew for additional twelve (12) month periods (collectively with the Initial Term, the "**Term**") unless a party provides written notice to the other party of that party's intention to not renew this Agreement at least thirty (30) days prior to the expiration of the then current Term. In the event of termination, under any provision of this Agreement, Service Provider shall provide any services required to be performed under the Agreement which have been funded by the SAFER pursuant to the Payment Agreement.

7. Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding anything to the contrary in this section, Service Provider may terminate this Agreement before the expiration date of the Term on written notice if SAFER fails to pay any amount when due under the Payment Agreement.

8. Termination Without Cause. Either party may terminate this Agreement for any reason at any time, without penalty, by giving the other party sixty (60) days advance written notice.

9. Independent Contractor. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Member being interested only in the results thereof. The Service Provider shall be solely responsible for supervising,



controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Member (or SAFER) the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Service Provider is for all purposes hereunder an independent contractor and in no event will Service Provider be considered an agent or employee of Member or SAFER or any of their subsidiaries or affiliates for any purpose.

10. Limited Warranty. Service Provider warrants that it shall perform the Services, which includes the delivery of a vulnerability assessment to Member, in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Additionally, Service Provider represents and warrants that any Services, Deliverables, or products created from this Agreement and software or products used in the execution of such are owned by the Service Provider or the Service Provider has secured licensing and permissions for such. SERVICE PROVIDER (a) MAKES NO WARRANTIES EXCEPT FOR THAT SET OUT ABOVE; AND (b) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as specified herein, without limiting the generality of the foregoing, Service Provider makes no representations or warranties with respect to any third party software or Deliverables provided to Member with respect to the Services, nor does Service Provider provide to Member any representations, warranties, assurances or promises that Member's operations during or following the delivery of the Services will meet any or all regulatory compliance requirements (or other requirements of applicable laws). Service Provider's sole and exclusive liability and Member's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be reperformance of the affected Services. If Service Provider cannot reperform the Services in compliance with the warranty set forth above within a reasonable time (but no more than thirty (30) days) after Member's written notice of such breach, Member may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 7. Service Provider shall not have any obligation to refund to Member or SAFER any portion of the fees previously paid by SAFER as of the date of termination corresponding to the defective Services, except for any fee's advanced and / or paid for the period during the breach of the limited warranty.

11. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO MEMBER OR TO ANY THIRD PARTY (INCLUDING ANY MEMBER) FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SERVICE PROVIDER'S SOLE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE AS SET FORTH IN SECTION 10 ABOVE.

12. Insurance:

**i. Commercial General Liability Insurance**

a. Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Service Provider's general liability policies shall be primary and shall not seek contribution from Member's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Member and its officers, officials, employees, and agents shall be additional insureds under such policies.

b. Any failure to comply with reporting provisions of the policies by Service Provider shall not affect coverage provided to Member.

c. Coverage shall state that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of Member.

**ii. Business Automobile Liability Insurance**

Service Provider shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than one million dollars (\$1,000,000) per accident.

**iii. Technology Professional Liability (Errors and Omissions or "E&O") Insurance including Cyber Liability Insurance ("Cyber")**

appropriate to the Consultant's profession, with limits not less than one million dollars (\$1,000,000) per occurrence or claim, one million dollars (\$1,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving 1<sup>st</sup> and 3<sup>rd</sup> party Cyber Liability coverage, including but not limited to infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of

electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In addition, both E & O and Cyber policy should be endorsed to provide coverage on primary, non-contributory basis, with waiver of subrogation provisions.

**iv. All Coverages**

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to Member, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by Member.

c. Evidence of Insurance - Prior to commencement of work, Service Provider shall furnish Member with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. Service Provider must agree to provide complete, certified copies of all required insurance policies if requested by Member.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

13. Indemnification: To the fullest extent permitted by law, Service Provider shall hold harmless, defend at its own expense, and indemnify Member and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Member's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by, and construed in accordance with the laws of California, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction.

15. Entire Agreement. This Agreement and any attached exhibits or schedules constitute the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.

16. Severability. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

17. Amendment. The parties may not amend this Agreement except by written instrument signed by the parties.

18. Waiver. No waiver of any right, remedy, power, or privilege under this Agreement (“**Right(s)**”) is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

19. Assignment. Neither party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors, and permitted assigns, there are no third-party beneficiaries under this Agreement (including Members).

20. Miscellaneous. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination. This Agreement may be executed in counterparts.

21. Dispute Resolution. Any proceedings to enforce the terms of this Agreement shall be commenced solely in the Superior Court for the State of California in the County within which the Member is located, or, if the court lacks jurisdiction over the subject matter, in the United States District Court for the Eastern District of California.

22. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of SAFER to make payments to Service Provider under the Payment Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (“**Impacted Party**”) reasonable control, including, without limitation, the following force

majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) consecutive days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**FIRESTORM GLOBAL, LLC**

By \_\_\_\_\_

Name: Tim Femister

Title: CEO

**SAFER Member**

Organization:

By \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

<b>Service</b>	<b>Description</b>	<b>Price</b>
<b>SAFER Cyber Risk Assessment</b>	Structured risk assessment aligned to NIST 800-53 including an external risk review and technical engagement, which consists of a 2.5-hour workshop, 1-hour engagement readout, and comprehensive engagement report.  <i>Services delivered remotely.</i>  <i>Services should <u>not</u> be construed as a formal audit nor a complete end-to-end assessment.</i>	\$0



## BOARD AGENDA ITEM

**Date:** February 26, 2025

**Submitted by:** Megan Romero, Director Transition to Independent Living Pro. *MR*

**Area Administrator:** Heather del Rosario, VP Human Resources *[Signature]*

**Subject:** Request for Approval

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:** Approval of CSC Addendum "A"

**Background:** Taft College entered into lease with COINMACH CORPORATION in 2012 for The dorm washing machines/dryers for the laundry areas. An addendum was Added in 2013 and signed by the Superintendent/President.

**Terms (if applicable):** The original lease/addendum expired in 2019 and expires October 17, 2023. Per item "N" in the terms and conditions of the lease, the lease will automatically renew in equal terms of the lease unless notified 90 days prior to the end The term in writing. We will be reducing machines down to 4 washing machines and 4 dryers but upgrading them with larger capacities.

**Expense (if applicable):** None

**Fiscal Impact Including Source of Funds (if applicable):** None

**Approved:** *[Signature]*  
Leslie Minor, Ph.D., Interim Superintendent/President



## TERMS AND CONDITIONS OF LEASE

- A. Lessee shall be in default if it fails to perform any of its obligations under the lease. On default, lessor may give lessee a written notice describing the default. Lessee shall have thirty (30) days from receipt of the written notice in which to cure the default described in the notice. If lessee fails to cure that default within the thirty (30) day period, then lessee will be in breach of this lease. Lessee will not be in breach of this lease unless lessee received a written notice from lessor and failed to cure the described default within thirty (30) days, all as provided above.
- B. All notices to be given under this lease shall be sent by certified or registered mail to the lessor or lessee at the address set forth in this lease or at a different address upon notice by lessor or by lessee of a change of address.
- C. Lessee shall, at its own expense, maintain the laundry equipment in good repair during the term of this lease. Lessee shall make repairs to all laundry equipment within a reasonable time after being advised of the need for repairs from the lessor or his agent.
- D. Lessor shall, at its own expense, maintain the property, premises and laundry space in good condition and repair, and provide and maintain adequate light, electrical power, plumbing, water, gas, ventilation, drainage, and other facilities required for the proper and safe use of the laundry equipment. Lessor shall keep laundry room and equipment clean.
- E. Lessor will allow lessee to affix its name and/or any signs to the laundry equipment and in the laundry space and lessor shall not remove or permit the removal of lessee's name and/or signs so affixed. Lessor shall afford lessee and lessor's tenants free and unobstructed access to the laundry space and the laundry equipment at all reasonable hours.
- F. Lessee is permitted to place personal property, fixtures, accessories and equipment in the leased premises and the title to such property and all monies deposited therein shall remain at all times that of the lessee, and at the conclusion of the term of this lease, any extension(s) or renewal(s) thereof, lessee will be permitted to remove any such personal property, fixtures, accessories and equipment from the leased premises.
- G. Lessee at its sole option may terminate this lease (i) if during any period of three (3) months the usage of the laundry equipment does not exceed an average of 2 cycles per machine per day (ii) upon total or partial destruction, for whatever reason, of the laundry space or the apartment building, or the laundry equipment, (iii) in the event of repeated damage to the laundry equipment caused by vandalism, malicious mischief or the intentional act of any persons, except lessee or lessee's employees, (iv) upon the commencement of any action or proceeding for condemnation in exercise of the right of eminent domain, or upon the passage of title to a condemning agency, of all or part of the laundry space of the apartment building, (v) upon lessor's breach of any of lessor's covenants, or (vi) upon lessor's insolvency.
- H. Lessor shall hold lessee harmless from any damage or injury to any person or property arising from (a) any defect in the premises and laundry space, (b) the failure of lessor to provide drainage adequate for said laundry equipment (including overflows resulting therefrom) or (c) the failure of lessor to keep the premises and laundry space in good repair.
- I. Lessor agrees that it shall assume to lessee all duties normally attendant upon creation of the relationship of landlord and tenant under the laws of the State of California, including, but not limited to, the covenants inherent to such relationships.
- J. The invalidity of any provision of this lease shall not invalidate the remaining provisions of this lease, but the remaining provisions may be enforced as though the invalid term were not applied to this lease.
- K. In the event any action is instituted to enforce any provision of this lease, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. This lease shall be governed by the laws of the state of California.
- L. Upon termination of this lease, lessee shall have the right of first refusal to a) meet any bona fide offer to lease said premises made by any other person or entity similarly engaged in the operation of laundry equipment on the identical terms and conditions of that offer that are commercially reasonable and b) sell coin or card operated laundry equipment.
- M. This lease, and any modification(s) and/or addendum(s), shall be subject to, and not deemed effective prior to the approval of lessee's Home Office and shall immediately become effective upon such approval, with or without notification to lessor.
- N. This lease shall be automatically renewed for successive terms equivalent in time to that set forth on the first page of this lease, unless terminated in writing by certified or registered mail by either party at least ninety days (90) days prior to the expiration of the term in effect at the time of the notice. If property is sold or management is changed subsequent to the written notice provided herein, and prior to the end of term herein, then said notice shall be null and void, and considered rescinded.
- O. In the event Lessor requests, in writing, the replacement of fifty percent (50%) or more of Lessee's laundry equipment during the term of this Lease, the Lessee may, upon receipt of said written notice and replacement of the laundry equipment, extend the original term of this Lease for a period of five (5) years. All additional renewal terms shall then be enlarged to incorporate the extended original term. Lessee reserves the right to install other vending equipment in the premises.
- P. The number and pricing of said machines and the frequency of collection shall be determined by lessee.
- Q. During the term of this lease and any extensions and renewals, lessee shall have the sole and exclusive right to install and operate laundry equipment in the real property owned by lessor and described on the front side of this lease. No person or entity other than lessee shall have any right to install or operate equipment on that property, including without limitation in the premises and the rental units.
- R. Failure of either party to this lease to exercise any power or right shall not constitute a waiver of that right.
- S. Lessee has granted a security interest in this lease to its lender.

RECEIVED

APR 20 2012

BY: \_\_\_\_\_

STANDARD LEASE OF LAUNDRY SPACE

This LEASE made this 13TH day of March 2012, between COINMACH CORPORATION, hereinafter called "Lessee" and TAFT COLLEGE, 29 EMMONS PARK DRIVE, TAFT, CA 93268, hereinafter called "Lessor" sets forth the full understanding of the terms, provisions and covenants of said lease and neither party hereto shall be bound by any statement of agreement not included herein.

Lessor does hereby grant, convey and transfer to Lessee the exclusive use and possession of all laundry space for the purpose of the installation, maintenance and operation of coin operated laundry equipment at the real property consisting of (130) units commonly known as

TAFT COLLEGE  
29 EMMONS PARK DRIVE  
TAFT, CA 93268

Installed: October 17, 2012

to have and to hold the same, for a term of Seven (7) Years commencing April 1, 2012 or upon complete installation whichever is later.

1. Lessee shall be entitled to the right of exclusive installation and operation of the equipment on the above described premises for which Lessee shall pay to Lessor One Hundred (100%) percent of all monies collected over a base amount of 69¢ per machine average per day. The base amount per machine per day shall be adjusted annually to reflect increases or decreases in the Consumer Price Index (CPI) of the Bureau of Labor Statistics of the United States Department of Labor - seasonally adjusted for U.S. average or the local average whichever is greater). Payment of such will be sent the Lessor no less than once every quarter. Deductions from the sum to be paid Lessor shall include, if and when applicable, any municipal or state license fees and occupational, sales, use rental, personal property or franchise taxes, credit card fees, and refunds to users.

2. Lessor represents and warrants that it is the owner of the property, or the authorized agent thereof, acting with full written authority or enter into this lease agreement and that this lease will be binding upon all future owners, and their heirs, executors, and assigns of the Lessor. It is the intention of the parties hereto that this lease run with the land and buildings hereinabove described. Lessor warrants and represents that there is no other lease, license or other instrument granting the same or similar right in and to the leased premises. This lease supersedes any other lease. Lessor shall inform all subsequent owners of the property of the property rights of lessee under this lease by depositing a copy of this lease into escrow upon the sale of the property.

3. Lessee shall provide a policy of public liability insurance for no less than \$10,000,000 per occurrence, and shall hold the Lessor harmless from claims of liability caused by the acts of the Lessee.

4. All of the terms and conditions as set forth in the TERMS and CONDITIONS OF LEASE on reverse side of this page or any addendum(s) are incorporated herein and made a part hereof. LESSOR REPRESENTS THAT HE HAS READ AND UNDERSTANDS AND AGREES TO SUCH TERMS AND CONDITIONS.

"Lessor"  
TAFT COLLEGE

"Lessee"

By: X Richard J. Giese

COINMACH CORPORATION  
32190 Alvarado-Niles Road #150  
Union City, California 94587

X Richard J. Giese, Ed. D.  
Please print or type name

By: Kenneth Wagner

X Interim Supt./Pres.  
Title: Owner/Authorized Agent

Title: REGIONAL V.P.

Pay rent to:  
ATTN: DEBBIE HEGEMAN  
TAFT COLLEGE  
29 EMMONS PARK DRIVE  
TAFT, CA 93268

RECEIVED

TAX ID # X 95-2266481  
(Tax Id# must match "lessor")

APR 20 2012

JG/m 12/12 84 mos

BY: \_\_\_\_\_

LOCATION ADDRESS: 29 EMMONS PARK DRIVE, TAFT, CA 93268  
LOCATION NUMBER: 0447-4119

Installed  
8-9-13

**ADDENDUM "A"**

THIS ADDENDUM MADE AND ENTERED INTO BY AND BETWEEN COINMACH CORPORATION; 32910 ALVARADO-NILES ROAD, SUITE 150; UNION CITY, CA 94587 (LESSEE) AND TAFT COLLEGE, 29 EMMONS PARK DRIVE, TAFT, CA 93268 (LESSOR) THIS 4<sup>TH</sup> DAY OF JUNE 2013 AMENDS THE LEASE BETWEEN LESSOR AND LESSEE HEREWITH (THE LEASE) AS FOLLOWS:

**UPON RECEIPT OF THE SIGNED ADDENDUM "A" LESSEE AND LESSOR AGREE TO THE FOLLOWING:**

COINMACH SHALL PROVIDE, INSTALL AND MAINTAIN TEN (10) NEW ENERGY-EFFICIENT SPEED QUEEN TOP-LOAD WASHERS AND TEN (10) NEW ENERGY-EFFICIENT SPEED QUEEN SINGLE GAS DRYERS FOR A TOTAL OF TWENTY (20) MACHINES. THE INITIAL COINAGE SHALL BE SET AT \$1.00 PER WASH LOAD AND 75¢ PER 45 MINUTES OF DRYING TIME.

IN ADDITION, COINMACH SHALL CONTINUE TO PROVIDE AND MAINTAIN THE EXISTING TWLEVE (12) ENERGY-EFFICIENT SPEED QUEEN TOP-LOAD WASHERS, SIX (6) ENERGY-EFFICIENT SPEED QUEEN ELECTRIC DRYERS, AND SIX (6) ENERGY-EFFICIENT SPEED QUEEN SINGLE GAS DRYERS (INSTALLED NEW OCTOBER 24, 2012) FOR A TOTAL OF TWENTY-FOUR (24) MACHINES.

LESSEE SHALL PAY A COMMISSION OF ONE HUNDRED PERCENT (100%) OF ALL MONIES COLLECTED OVER A BASE AMOUNT OF SEVENTY-TWO CENTS (72¢) PER MACHINE AVERAGE PER DAY.

IN CONSIDERATION OF THE AFOREMENTIONED, THE EXISTING LEASE AGREEMENT, WHICH COMMENCED ON OCTOBER 17, 2012 AND EXPIRES ON OCTOBER 16, 2019 SHALL BE EXTENDED AN ADDITIONAL FOUR YEARS (4) WHICH AMENDS THE EXPIRATION DATE TO OCTOBER 16, 2023

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEIR SIGNATURES AS OF THE DATE FIRST WRITTEN ABOVE

LESSEE: COINMACH CORPORATION

LESSOR: TAFT COLLEGE

BY: A. D. Yell

BY: X Dena P. Maloney  
Dena P. Maloney

TITLE: REGIONAL DIRECTOR OF SALES  
JG/sw

TITLE: X  
Superintendent/President

JUL 11 2013

**ADDENDUM B**

February 24, 2025

**For: Standard Lease of Laundry Space**

Dated: March 13, 2012

**CSC Service Works, Inc. and Taft College, agree to implement the changes to the existing agreement as follows:**

- 1) Pay Taft College 50% over \$30.06 per machine per month.
- 2) CSC will replace washers and dryers with new Speed Queen as follows in the month of May 2025:

Til Hall = 4 washers / 4 dryers  
Ash Hall = 6 washers / 6 dryers  
Cougar Hall = 4 washers / 4 dryers

Total = 14 washers and 14 dryers for a total of 28 machines

Mobile Pay App will be on each machine for payment.

- 3) Vend pricing increases as follows:

May 2025: \$1.50/\$1.50  
May 2026: \$1.75/\$1.50  
May 2027: \$1.75/\$1.75  
May 2028: \$2.00/\$2.00  
May 2029: \$2.25/\$2.00  
Remaining year vend rates will be assessed at later date.

Addendum A had extended to 10/16/23 + 7 more years, expiring 10/16/2030.

All other terms and conditions of the original contract will remain in full force and effect.

Agreed Upon Signatures:

**CSC Service Works, Inc.**

**Taft College**


\_\_\_\_\_  
*Jill Young, Regional Sales Manager*

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# BOARD AGENDA ITEM

**Date:** February 26, 2025  
**Submitted by:** Heather del Rosario, Vice President of Human Resources   
**Area Administrator:** Dr. Leslie Minor, Interim Superintendent/President  
**Subject:** Request for Approval

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:**  
Request for Approval: Keenan-Business Associate Agreement

**Background:**  
Keenan serves as the Broker of Record for Taft College's UHC Part D policy and would like to formalize a Business Associate Agreement to ensure full compliance with HIPAA regulations.

The attached agreement and addendum outlines the terms and expectations.

**Terms (if applicable):**  
NA

**Expense (if applicable):**  
NA

**Fiscal Impact Including Source of Funds (if applicable):**  
NA

**Approved:**   
\_\_\_\_\_  
Dr. Leslie Minor, Interim Superintendent/President

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the Agreement) is entered into 02/10/2025 (“Effective Date”) by and between WEST KERN COMMUNITY COLLEGE DISTRICT the sponsor (“Sponsor”) of one or more health plans (collectively referred hereafter to as the “Plan”) and Keenan & Associates (Business Associate).

WHEREAS, the Sponsor has independently contracted with Business Associates to provide services to, for or on behalf of the Plan; and

WHEREAS, Plan wishes to allow the Business Associate to have access to PHI including but not limited to, EPHI that is either provided to the Business Associate by the Plan or received and created by the Business Associate on behalf of the Plan in the course of providing its services to, for or on behalf of the Plan;

WHEREAS, the Plan is required to comply with HIPAA (including, but not limited to, its Privacy Rule and Security Rule), and other governmental regulations relating to the privacy and security of individuals’ personally identifiable information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Plan and Business Associate agree as follows:

### DEFINITIONS

#### Catch-all definition:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

#### Specific definitions:

(a) **Business Associate** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement, shall mean Keenan & Associates.

(b) **Breach** shall have the same meaning as the term “breach” in 45 CFR § 164.402

(c) **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this Agreement shall mean the health and welfare benefits plans sponsored by the entity that is signatory to this Agreement.

(d) **Individual** shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **Protected Health Information (“PHI”)** shall have generally the same meaning as the term “protected health information” in 45 CFR § 164.501, and for this Agreement shall be limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

(g) **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) **Security Rule** shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and Part 164, Subpart A and C.

(i) **Electronic PHI (E-PHI)** shall have the meaning found in the Security Rule 45 CFR, Section 160.103.

(j) **Security Incident** shall have the same meaning as the term “security incident” in 45 CFR Parts 160 and 164, subparts A and C.

(k) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(l) **Designated Record Set** shall have the same meaning as the term “designated record set” in 45 CFR 164.501.

(m) **Subcontractor** shall have the same meaning as the term “subcontractor” in 45 CFR §160.103.

(n) **Unsecured PHI** shall have the meaning given the term “unsecured protected health information” in 45 CFR § 164.402.

## **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

### **Business Associate agrees to:**

(a) Business Associate agrees to not request, use, or further disclose PHI other than as permitted or required by the Agreement or as permitted or required by law.

(b) Business Associate agrees that it shall utilize appropriate physical, administrative and technical safeguards to ensure that the PHI is not used or disclosed in any manner inconsistent with this Agreement. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate, who does not have a reasonable need for the PHI in order to accomplish an authorized use or disclosure, from accessing such information and to inform all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; and (2) disclosing to any agent, Subcontractor or other third party, and requesting from Covered Entity, only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure or request. (“Minimum necessary” shall be interpreted in accordance with the HIPAA Rules.) Business Associate shall provide Covered Entity with such information concerning the safeguards as Covered Entity may reasonably request from time to time.

(c) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure by Business Associate of PHI not permitted by this Agreement promptly after Business Associate's first awareness thereof, including but not limited to, any discovery of any inconsistent use or disclosure by Subcontractor of Business Associate.

(f) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured PHI information as required at 45 CFR 164.410 (without unreasonable delay, and, in no case later than 10 calendar days after discovery of a Breach), and any security incident of which it becomes aware.

(g) Business Associate agrees to require that any Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, execute a Business Associate Agreement acknowledging its compliance with the HIPAA Rules.

(h) Business Associate agrees to provide access to PHI, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity, or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524 (within 30 days after receipt of the request unless there is a 30 day extension.)

(i) Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, and in the time and manner reasonably designated by Covered Entity, in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 no later than 60 days after the receipt of the request.

(j) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of the PHI available to the Secretary or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall immediately notify Covered Entity of its receipt of any such request for access, but in no case later than 60 days after the receipt of the request.

(k) Business Associate agrees to document such disclosures of PHI to the extent necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 no later than 60 days after the receipt of the request.

(l) Maintain and make available the information required to provide an accounting of disclosures to either the Covered Entity, or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164-528 within 60 days after receipt of the request.

(m) Business Associate agrees to provide Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section (l) on page 3 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 no later than 60 days after the receipt of the request.



(n) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Covered Entity as necessary to permit to respond to third parties' inquiries of and/or claims against Covered Entity relating to use and/or disclosure of PHI and/or for Covered Entity to comply with law(s) relating to its monitoring of compliance with this Agreement. Business Associate shall, upon Covered Entity's request, certify to Covered Entity that it complies with the terms of this Agreement no later than 60 days after the receipt of the request.

### **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

(a) Except as otherwise limited in this Agreement, Business Associate may obtain and/or use PHI as necessary to perform its obligation to provide services to, for, or on behalf of the Plans, so long as such access and/or use is either permitted or required by law and, provided further, that Business Associate has met all legal requirements for such access and/or use. This specifically includes, but is not limited to, Business Associate's access and/or use of PHI as necessary to perform the services set forth in the service agreement between Business Associate and Sponsor.

(b) Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Rules. If the Agreement permits the Business Associate to use or disclose PHI for its own management and administration and legal responsibilities, or for data aggregation services, then disclosure is permitted for the specific uses and disclosures set forth below.

- i) Business Associate may use PHI for proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate.
- ii) Business associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used, or further disclosed, only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

### **OBLIGATIONS OF COVERED ENTITY**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(b) Neither Sponsor nor Covered Entity shall request Business Associate to use or disclose PHI in any manner that would not be permitted or required by law if done by Covered Entity.

(c) Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

## INDEMNIFICATION

(a) Business Associate agrees to indemnify, and hold harmless, the Covered Entity, its trustees, officers, directors, employees, agents, or representatives, from any claim or penalty arising out of any improper use and/or disclosure of PHI in violation of the HIPAA Rules, to the extent that such improper use and/or disclosure resulted from Business Associate's negligence or failure to comply with the terms of this Agreement or the HIPAA Rules.

(b) The Sponsor and Covered Entity agree to indemnify, and hold harmless, Business Associate and/or all of Business Associate's officers, directors, employees, agents, or representatives, from any claim or penalty from any improper use and/or disclosure of PHI, to the extent that such improper use and/or disclosure resulted from the Sponsor's or Covered Entity's negligence, failure to comply with the terms of this Agreement or the HIPAA Rules, or was based upon the Sponsor's or Covered Entity's written direction to use and/or disclose PHI in the manner challenged.

## SECURITY

Business Associate agrees to:

i) Implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

ii) Ensure that any Subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

iii) Report on a quarterly basis to the Covered Entity, in writing, any Security Incident involving Covered Entity's data. If, however, a Security Incident results in the unauthorized disclosure of Unsecured PHI, Business Associate shall notify Covered Entity in accordance with the Breach notification provisions below.

iv) Notify Covered Entity no later than ten (10) days after discovery of a Breach of Unsecured PHI.<sup>1</sup>

v) Perform the four factor risk assessment of any Breach that is discovered in accordance with the HIPAA Rules to determine if notification is required, and advise Covered Entity of its findings.

vi) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Secretary for purposes of determining the Covered Entity's compliance with 45 CFR Parts, 162 and 164 and;

vii) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.

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<sup>1</sup>Covered Entity has 60 days from the discovery date of a reportable Breach to report said Breach to the Individual and HHS (if Breach involves 500 or more Individuals.)

## **TERM AND TERMINATION**

(a) The Term of this Agreement shall be effective as of the effective date herein and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement. If the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; Covered Entity shall have the right to immediately terminate this Agreement. Such termination shall not abrogate any rights which Covered Entity has against Business Associate for violation of this Agreement.

(c) Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

iii) Continue to use appropriate safeguards and comply with the HIPAA Rules regarding the use and disclosure of the PHI, for as long as Business Associate retains the PHI;

iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## MISCELLANEOUS

(a) A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate and Covered Entity to comply with the requirements of the HIPAA Rules.

(c) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules and/or other applicable law.

(d) Notices:

(i) All reports or notices to Covered Entity pursuant to this Agreement shall be sent to the names and addresses listed on the signature page, or to such other individuals and/or addresses as a party may later designate in writing. Unless expressly prohibited under the HIPAA Rules, such notices and reports may also be sent via email.

(ii) All such reports or notices shall be sent by First Class Mail or express courier service, and shall be deemed effective when delivered, or if refused, when delivery is attempted.

(e) Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Sponsor, Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) This Agreement constitutes the complete agreement of the parties relating to the access, use, disclosure and security of PHI and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of PHI.

(g) The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to Covered Entity from violations by Business Associate of the agreements set forth herein. Accordingly, in addition to any other remedies which Covered Entity may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement, without, in any case, proof of actual damages.

(h) Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration administered by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between the Parties and their respective agents, employees and officers. The site of the arbitration

shall be in Los Angeles, California. A judgment of any court having jurisdiction may be entered upon the award.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

<b>WEST KERN COMMUNITY COLLEGE DISTRICT, as Sponsor and Representative of the Plan(s)</b>		<b>Keenan &amp; Associates</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>By:</b>		<b>By:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Address:</b>	<b>29 Cougar Court</b>	<b>Address:</b>	<b>2355 Crenshaw Blvd., Ste. 200</b>
	<b>Taft CA 93268</b>		<b>Torrance, CA 90501</b>
<b>Telephone:</b>		<b>Telephone:</b>	<b>310 212-0363</b>
<b>Attention:</b>		<b>Attention:</b>	<b>Privacy Officer</b>
<b>E-mail:</b>			

## **REPRODUCTIVE HEALTH CARE ADDENDUM**

This Reproductive Health Care Addendum (“Addendum”) shall expand upon the terms of the Business Associate Agreement (“Agreement”) as necessary to comply with the HIPAA Privacy Rule to Support Reproductive Health Care Privacy (“2024 Rule”). Notwithstanding the prior sentence, if any provision of the 2024 Rule is held to be invalid or unenforceable facially, or as applied to any person, plaintiff, or circumstance, this Addendum shall give maximum effect to the provision(s) permitted by law unless such holding shall be one of utter invalidity or unenforceability, in which case the provision shall be severable from the Addendum, and shall not affect the remainder thereof or the application of the provision to other persons not similarly situated or to other dissimilar circumstances.

**1. The Agreement shall incorporate and apply the following definitions:**

“Person” means a natural person (meaning a human being who is born alive), trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private as the term is defined in 45 C.F.R. § 160.103.

“Public Health” as used in the terms “public health surveillance,” “public health investigation,” and “public health intervention,” means population-level activities to prevent disease in and promote the health of populations. Such activities include identifying, monitoring, preventing, or mitigating ongoing or prospective threats to the health or safety of a population, which may involve the collection of protected health information (PHI). But such activities do not include those with any of the following purposes:

- (1) To conduct a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating health care
- (2) To impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating health care.
- (3) To identify any person for any of the activities described at paragraphs (1) or (2) of this definition.

“Reproductive Health Care” means health care that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care, as the term is defined in 45 C.F.R. § 160.103.

**2. The Agreement shall incorporate and apply the following additional limitations to the permissible uses and disclosures as related to Reproductive Health Care.**

Business Associate will coordinate with Covered Entity upon receipt of a disclosure request where the relevant activity is in connection with any person seeking, obtaining, providing, or facilitating Reproductive Health Care, so that PHI is not used or disclosed for any of the following activities:

- (1) To conduct a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care.
- (2) To impose criminal, civil or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care.
- (3) To identify any person for any purposes described in (1) and (2) above.

To the extent requested, Business Associate will assist Covered Entity in its reasonable determination that one or more of the following conditions exist, as related to such a request for PHI:

- (1) The Reproductive Health Care is lawful under the law of the state in which such health care is provided under the circumstances in which it is provided;
- (2) The Reproductive Health Care is protected, required, or authorized by Federal law, including the United States Constitution, under the circumstances in which such health care is provided, regardless of the state in which it is provided; or
- (3) The presumption stated immediately below applies.

There is a presumption that the Reproductive Health Care provided by another person is presumed lawful, unless the Covered Entity or Business Associate has any of the following:

- (1) Actual knowledge that the Reproductive Health Care was not lawful under the circumstances in which it was provided.
- (2) Factual information supplied by the person requesting the use or disclosure of PHI that demonstrates a substantial factual basis that the Reproductive Health Care was not lawful under the specific circumstances in which it was provided. 164.502(a)(5)(iii)(C).

For purposes of this Addendum, activity that is in connection with any person seeking, obtaining, providing or facilitating Reproductive Health Care includes, but is not limited to, the following: expressed an interest in, using, performing, furnishing, paying for, disseminating information about, arranging, insuring, administering, authorizing, providing coverage for, approving, counseling about, assisting, or otherwise taking action to engage in Reproductive Health Care, or attempting any of the same.


In the event that the use or disclosure request for PHI is potentially related to Reproductive Health Care for health oversight activities (45 C.F.R. §164.512(d)), judicial and administrative proceedings (45 C.F.R. §164.512(e)), law enforcement purposes (45 C.F.R. §164.512(f)), or coroners and medical examiners regarding a decedent (45 C.F.R. §164.512(g)(1)) to which an individual's authorization or opportunity to agree or object is not required, Business Associate will coordinate with Covered Entity to ensure Covered Entity's compliance with all applicable conditions established by the 2024 Rule, including, but not limited to, the obligation to first obtain a Valid Attestation (as outlined in the 2024 Rule).

If, at any time, Business Associate discovers a reasonable showing that any representation made in an attestation believed to be a Valid Attestation was materially false, leading to a use or disclosure for a purpose prohibited by 164.5028(a)(5)(iii), the Business Associate shall notify the Covered Entity of the discovery and cease the applicable use or disclosure.

**Date:** February 26, 2025

**Submitted by:** Nick Valsamides, Executive Director of Fiscal Services

**Area Administrator:** Mike Giacomini, Acting Vice President of Administrative Services

**Subject:** Information Item 

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**Board Meeting Date:** March 12, 2025

**Title of Board Item:** CCFS-311Q for the 2<sup>nd</sup> quarter ending December 31, 2024

**Background:**

Title 5 of the California Code of Regulation, Section 58310 requires the Chief Executive Officer or another designee of the governing board to regularly report in detail to the governing board of the district the district's financial condition and shall submit reports showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board at least once every three months. The certified report shall be reviewed by the district governing board at a regularly scheduled meeting and entered into the minutes of the meeting.


**Terms (if applicable):** Not applicable.

**Expense (if applicable):** Not applicable.

**Fiscal Impact Including Source of Funds (if applicable):**

Attached is a copy of the West Kern Community College District's California Community Colleges Chancellor's Office Financial Status Report (CCFS-311Q) for the quarter ended December 31, 2024. This report will be submitted to the Taft College Board of Trustees for review at the regularly scheduled board meeting on March 12, 2025.

This report represents the second quarter of the 2024-2025 fiscal year. Total General Fund unrestricted revenues received to date were \$16,584,260 or 45.1% of the projected levels for the current fiscal year. General Fund unrestricted expenditures were \$17,601,866 or 47.4% of the budgeted projections. The district is still on track to meet its projected revenue/expenditure assumptions established during the adopted budget.

**Approved:**   
Leslie Minor, Ph.D., Interim Superintendent/President





## Quarterly Data

District is locked, contact a state administrator to edit data.

### WEST KERN

Fiscal Year: **2024-2025**

Quarter Ended: **(Q2) December 31, 2024**

## I. Unrestricted General Fund Revenue, Expenditure and Fund Balance

		As of June 30 for the fiscal year specified			
Line	Description	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Projected 2024-2025
<b>A.</b>	<b>Revenues</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	34,776,883	32,913,163	40,636,691	36,811,775
A.2	Other Financing Sources (Object 8900)	463	51	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	34,777,346	32,913,214	40,636,691	36,811,775
<b>B.</b>	<b>Expenditures</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	26,588,203	29,455,092	33,418,583	35,889,178
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	5,520,221	8,209,629	161,185	1,231,931
B.3	Total Unrestricted Expenditure (B.1 + B.2)	32,108,424	37,664,721	33,579,768	37,121,109
C.	Revenues Over (Under) Expenditures (A.3 - B.3)	2,668,917	-4,751,502	7,056,923	-309,334
D.	Fund Balance, Beginning	15,719,583	18,387,963	13,636,464	20,693,261

		As of June 30 for the fiscal year specified			
Line	Description	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Projected 2024-2025
D.1	Prior Year Adjustments + (-)	-540	1	-126	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	15,719,046	18,387,966	13,636,336	20,693,261
E.	Fund Balance, Ending (C. + D.2)	18,387,966	13,636,464	20,693,261	20,383,927
F.	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	57.3 %	36.2 %	61.6 %	54.9 %

## II. Total General Fund Cash Balance (Unrestricted and Restricted)

		Amount as of the Specified Quarter Ended			
Line	Description	2021-2022	2022-2023	2023-2024	2024-2025
H.1	Cash, excluding borrowed funds	20,150,976	22,133,177	28,160,336	24,596,076
H.2	Cash, borrowed funds only	0	0	0	0
H.3	Total Cash (H.1+ H.2)	20,150,976	22,133,177	0	24,596,076

## III. Unrestricted General Fund Revenue, Expenditure and Fund Balance

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
<b>I.</b>	<b>Revenues</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	36,811,775	36,811,175	16,584,260	45.1 %
I.2	Other Financing Sources (Object 8900)	0	0	0	0 %
I.3	Total Unrestricted Revenue (I.1 + I.2)	36,811,775	36,811,175	16,584,260	45.1 %
<b>J.</b>	<b>Expenditures</b>				

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	35,793,141	35,889,178	12,722,021	35.4 %
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,231,931	1,231,931	4,879,845	396.1 %
J.3	Total Unrestricted Expenditure (J.1 + J.2)	37,025,072	37,121,109	17,601,866	47.4 %
K.	Revenues Over (Under) Expenditures (I.3 - J.3)	-213,297	-309,934	-1,017,606	
L.	Fund Balance, Beginning	20,693,261	20,693,261	20,693,261	
L.1	Prior Year Adjustments + (-)	0	0	0	
L.2	Adjusted Fund Balance, Beginning (D + L.1)	20,693,261	20,693,261	20,693,261	
M.	Fund Balance, Ending (K. + L.2)	20,479,964	20,383,327	19,675,655	
N.	Percentage of GF Fund Balance to GF Expenditures (M. / J.3)	55.3 %	54.9 %		

#### IV. Has the district settled any employee contracts during this quarter?

For first quarter reporting, has the district settled any employee contracts during the fourth quarter of the prior fiscal year or during the first quarter of the current year?

Yes  No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

#### V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

Yes  No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VI. Does the district have significant fiscal problems that must be addressed?

This year?

Yes  No

Next year?

Yes  No

**Describe the problem(s) and action(s) to be taken. If the district is projecting deficit spending (a negative value for line C above) or an ending unrestricted general fund balance less than 10% of annual expenditures (line F above), please identify the primary factors contributing to deficit spending and/or describe the district's reserve balance management strategy. Provide additional information as needed to [CCFS311admin@cccco.edu](mailto:CCFS311admin@cccco.edu).**

Save

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**California Community Colleges, Chancellor's Office**  
1102 Q Street Sacramento, California 95814-6511  
Send questions to Fiscal Services | [CCFS311Admin@cccco.edu](mailto:CCFS311Admin@cccco.edu)

[Release Notes](#)



**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78072751	02/07/2025	A00200017A.P.I. Plumbing	I0079840	29215	11000	431	4310	65500	161.30
78072752	02/07/2025	A00327115ABC Occupational Medical Cen	I0079857	EM021161	33528	310	5985	69200	23.75
					33588	310	5985	69200	47.50
					33428	310	5985	69200	23.75
78072753	02/07/2025	A00292936Albertson's Safeway LLC	I0079847	177689012825	12433	314	4310	69800	24.36
			I0079848	17768901/28/25	39000	314	4311	64991	49.88
					12433	314	4311	69800	49.88
78072754	02/07/2025	A00201875Amazon Capital Services	I0079837	1L7K-ML9Y-7XJF	11000	113	4310	67801	399.42
			I0079839	19YX-K69F-XYVJ	31000	423	4310	69100	174.07
			I0079844	1TQ4-VXQM-4QDL	31000	423	4310	69100	25.07
			I0079845	199Q-7PGG-G1XX	12477	203	6310	61200	807.91
			I0079849	1HQ4-C3V9-3KRJ	11000	212	4110	61100	148.62
			I0079855	1QRJ-Q7NM-DMR4	11000	205	4310	12042	83.31
			I0079860	1V3V-QQHT-9L1K	11000	113	4310	67801	39.01
78072755	02/07/2025	A00200063Austin's Pest Control, Inc.	I0079841	177924	11000	431	5860	65100	530.00
			I0079842	177926	11000	435	5860	65192	60.00
			I0079843	168388	11000	435	5860	65190	40.00
78072756	02/07/2025	A00200076Bandy, Ingrun K.	I0079829	012325	11000	352	5710	69610	309.00
78072757	02/07/2025	A00320892Barnes Welding	I0079818	0091691255	12560	223	4311	09565	65.88
78072758	02/07/2025	A00200146Carolina Biological Supply C	I0079856	52843262RI	11000	209	4311	04014	121.61
78072759	02/07/2025	A00337213CCAMD	I0079833	E1159	12620	227	5740	61900	2,000.00
78072760	02/07/2025	A00200155CCCSFAAA	I0079816	2050	12551	353	5710	64600	2,150.00
78072761	02/07/2025	A00200181City of Taft	I0079817	58472	11000	431	5850	65700	137.16
					11000	431	5850	65500	2.80
78072762	02/07/2025	A00200181City of Taft	I0079822	58468	39000	314	5850	64991	9.11
78072763	02/07/2025	A00200235Cutrona, Myisha J.	I0079835	121924	12679	320	4410	64900	93.42
78072764	02/07/2025	A00200236Demco	I0079850	7595243	12477	203	4310	61200	140.56
78072765	02/07/2025	A00200307Farmer Bros. Company	I0079861	90197749	32000	422	4410	69400	816.14
78072766	02/07/2025	A00200308Federal Express Corporation	I0079815	8-750-60176	11000	401	5940	67705	40.05
78072767	02/07/2025	A00332921Ferrilli	I0079838	SIN005644	11000	113	5510	67801	7,505.00
78072768	02/07/2025	A00350750Giacomini, Michael	I0079834	JAN 25	11000	401	5510	67200	20,834.00
78072769	02/07/2025	A00200629Grainger	I0079813	9345150115	11000	431	4310	65100	354.09
78072770	02/07/2025	A00244581Independent Fire and Safety,	I0079846	4839	11000	431	5632	65100	1,200.00
78072771	02/07/2025	A00200555McGraw-Hill LLC	I0079826	135379285001	31000	423	4110	69100	1,173.94
					31000	423	5940	69100	0.00
78072772	02/07/2025	A00318539Paycor, Inc.	I0079853	INV00069148	12571	411	5985	67300	370.00
78072773	02/07/2025	A00201241Payne, Aarron L.	I0079827	01-11-25	12681	223	5710	09565	459.00
78072774	02/07/2025	A00201629Payne, Bryan K.	I0079828	01-12-25	12681	223	5710	09565	802.11
78072775	02/07/2025	A00200522Pepsi-Cola Company	I0079862	43329004	32000	422	4410	69400	890.07
78072776	02/07/2025	A00270674Public Agency Law Group	I0079854	012625	11000	401	5430	67200	4,114.00
78072777	02/07/2025	A00200991Rowden, Tiffany L.	I0079836	01172025-A	11999	421	7412	73900	26.10
78072778	02/07/2025	A00277399Sundgren, Lori A.	I0079830	032125	12920	201	5710	61900	90.00
78072779	02/07/2025	A00200417Sysco Food Service of Ventur	I0079810	379846857	33429	310	4411	69250	188.42
			I0079811	379846858	33429	310	4410	69250	1,280.18
			I0079814	379831205	33429	310	4411	69250	117.45
			I0079863	379889624	32000	422	4410	69400	8,640.10
			I0079864	379889626	32000	422	4411	69400	1,261.42
					32000	422	4411	69400	767.50
78072780	02/07/2025	A00319064T-Mobile USA Inc.	I0079820	021925	39000	314	5840	64991	243.88
			I0079821	02/19/25	35000	360	6412	67701	29.54
78072781	02/07/2025	A00200423Taft City School District	I0079851	25-67	11000	432	4312	65100	241.72

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

					11000	432	5632	65100	246.00	
			I0079858	25-70	35819	357	4312	69700	2.00	
					35819	357	5632	69700	41.00	
78072782	02/07/2025	A00200862	Taft College Bookstore	I0079859	8986	11000	401	5971	67200	37.89
78072783	02/07/2025	A00312691	TC State Financial Aid Clear	I0079852	122024	11000	353	7130	73900	2,000.00
78072784	02/07/2025	A00200282	True Value Home Center	I0079812	491136	11000	431	4310	65100	31.36
78072785	02/07/2025	A00336843	Valadez, Jose A.	I0079831	030525	12620	227	5710	61900	695.00
				I0079832	022025	12620	227	5740	61900	236.00
78072786	02/07/2025	A00329754	Valsamides, Nicholas	I0079824	011225	11000	421	5710	67200	498.32
78072787	02/07/2025	A00200355	West Kern Water District	I0079819	012325	11000	431	5810	65700	92.58
					39000	314	5810	64991	17.07	
					12433	314	5810	69800	1.89	
78072788	02/07/2025	A00200355	West Kern Water District	I0079825	01-16-25	33428	310	5810	69200	18.02
					33528	310	5810	69200	18.02	
					33588	310	5810	69200	36.05	
78072789	02/07/2025	A00200360	Westec	I0079823	29070	11450	204	5641	09543	37,642.50
78072790	02/18/2025	A00327115	ABC Occupational Medical Cen	I0079905	EM021242	12571	411	5985	67300	60.00
78072791	02/18/2025	A00292936	Albertson's Safeway LLC	I0079894	177690012825	33429	310	4410	69250	80.60
				I0079904	177691012825	32000	422	4410	69400	177.77
78072792	02/18/2025	A00262852	Altenhofel, Kevin	I0079868	01/29/25	35000	360	5710	67701	840.08
78072793	02/18/2025	A00339371	Alvarez, Maximiliano	I0079865	013125	12620	227	5740	61900	244.00
				I0079866	01/31/25	12620	227	5740	61900	197.36
78072794	02/18/2025	A00201875	Amazon Capital Services	I0079917	179R-CVFQ-YT36	12620	227	4310	61900	58.19
				I0079918	1W1M-L1NV-761V	11000	113	6412	67801	124.45
				I0079919	1FYQ-XW6M-3YWM	11000	113	6412	67801	151.50
				I0079920	1MDF-71W9-9GHL	11000	212	4110	61100	20.78
				I0079921	1TQ9-RL37-9PL1	11000	120	4310	66002	197.86
78072795	02/18/2025	A00288646	Amazon Web Services, Inc.	I0079922	2028237665	11000	113	5644	67801	1,507.45
78072796	02/18/2025	A00200043	American Express	I0079880	11005012525	11000	000	7211	00000	7,792.00
78072797	02/18/2025	A00200069	Bakersfield Californian	I0079903	012025	12477	203	4211	61200	335.88
78072798	02/18/2025	A00200096	Board of Governors, CCC	I0079897	23-610	72000	354	7130	67200	5,542.00
78072799	02/18/2025	A00342435	Building Bridges Conference	I0079901	013025	11000	208	5710	15010	2,000.00
78072800	02/18/2025	A00200181	City of Taft	I0079869	58473	31000	423	5850	69100	61.65
78072801	02/18/2025	A00200181	City of Taft	I0079877	58467	11000	431	5850	65700	8.95
						11000	431	5850	65500	0.18
78072802	02/18/2025	A00200181	City of Taft	I0079886	58466	11000	431	5850	65700	1,845.43
						11000	431	5850	65500	37.66
78072803	02/18/2025	A00264649	Convergint Technologies, LLC	I0079911	IN00299313	11000	113	5641	67801	1,246.62
78072804	02/18/2025	A00277845	Double D Cleaning Service	I0079923	116	12560	223	5875	09565	480.00
78072805	02/18/2025	A00319544	FFP Fund V Lessee1, LLC	I0079881	2025-F5L1-00002	11000	431	5830	65700	12,431.89
78072806	02/18/2025	A00283264	Frontier California Inc.	I0079883	4770020225	11000	435	5840	65192	78.48
78072807	02/18/2025	A00200645	Hardy Diagnostics	I0079925	480220	11000	209	4311	04012	1,028.44
78072808	02/18/2025	A00325895	Linde Gas & Equipment Inc.	I0079906	47611804	11000	205	5641	12042	439.52
78072809	02/18/2025	A00262851	Lytle, Steve	I0079900	013025	11000	209	4311	04011	31.54
78072810	02/18/2025	A00350838	Madison Liquidators	I0079558	53740	12433	314	4310	69800	4,195.77
78072811	02/18/2025	A00348329	Nicholas Consulting LLC	I0079875	013025	11000	353	5510	64600	450.00
78072812	02/18/2025	A00200508	P. G. & E.	I0079889	020525	11000	435	5830	65192	264.89
						11000	435	5820	65192	63.68
78072813	02/18/2025	A00200508	P. G. & E.	I0079890	013025	11000	431	5820	65700	1,504.65
78072814	02/18/2025	A00200508	P. G. & E.	I0079891	012925	12560	223	5830	09565	395.28
78072815	02/18/2025	A00200508	P. G. & E.	I0079893	01/10/25	11000	431	5820	65700	2,397.74

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78072816	02/18/2025	A00318539Paycor, Inc.	I0079902	DM00000023	12571	411	5985	67300	1,250.00
78072817	02/18/2025	A00200522Pepsi-Cola Company	I0079907	56024004	32000	422	4410	69400	3,312.34
78072818	02/18/2025	A00200545Quad Knopf, Inc.	I0079896	126300	11000	431	5510	71002	1,660.50
78072819	02/18/2025	A00317424Quadiant Finance USA, Inc.	I0079898	1244013025	11000	423	5950	69100	5,000.00
78072820	02/18/2025	A00342456Rosales Tree & Lawn Services	I0079870	0085	11000	435	5633	65191	200.00
			I0079871	0086	11000	435	5633	65192	600.00
78072821	02/18/2025	A00308084Siteimprove, Inc.	I0079909	USI-00006742	12000	115	5641	64900	9,670.90
78072822	02/18/2025	A00337933Sorenson Communications, LLC	I0079867	PI-000012809	12000	311	5641	64200	6,075.00
			I0079876	PI-000012651	12000	311	5641	64200	4,050.00
78072823	02/18/2025	A00200393Sparkletts	I0079924	013025	11000	205	5641	12042	91.93
78072824	02/18/2025	A00263777SWACC	I0079908	316565	11000	401	5310	67702	167.04
78072825	02/18/2025	A00200417Sysco Food Service of Ventur	I0079895	379897325	33429	310	4411	69250	706.68
			I0079899	379889628	33429	310	4410	69200	1,822.51
			I0079914	379897425	12679	320	4410	64900	422.48
			I0079915	379897424	32000	422	4410	69400	10,204.42
			I0079916	379897426	32000	422	4411	69400	1,565.23
					32000	422	4411	69400	1,365.60
78072826	02/18/2025	A00200423Taft City School District	I0079874	25-63	39000	314	4312	69800	102.48
					39000	314	5632	69800	82.00
					11000	432	4312	67703	100.57
					11000	432	5632	67703	123.00
78072827	02/18/2025	A00200425Taft College	I0079873	011725	11000	205	4311	12042	109.74
					12652	205	4410	12042	263.55
					11000	205	4312	12042	95.35
78072828	02/18/2025	A00200862Taft College Bookstore	I0079913	2629	12433	314	5970	69800	1,611.86
78072829	02/18/2025	A00200282True Value Home Center	I0079878	491451	11000	352	4312	69611	450.15
78072830	02/18/2025	A00200293United Parcel Service	I0079879	0000969726055.	31000	423	5940	67705	1,594.33
78072831	02/18/2025	A00336843Valadez, Jose A.	I0079872	121824	12620	227	4310	61900	307.05
78072832	02/18/2025	A00200338Verizon Wireless	I0079892	6104921481	11000	357	5840	69700	149.43
78072833	02/18/2025	A00344815VIA Trailways	I0079910	40955	11000	352	5750	69610	1,632.00
78072834	02/18/2025	A00200355West Kern Water District	I0079887	013025	11000	435	5810	65191	21.75
78072835	02/18/2025	A00200355West Kern Water District	I0079888	01/30/25	11000	431	5810	65700	491.85
					39000	314	5810	64991	90.67
					12433	314	5810	69800	10.07
78072836	02/18/2025	A00201081Westside Waste Management Co	I0079884	68992	39000	314	5850	64991	79.55
			I0079885	68998	11000	431	5850	65700	6,083.69
					12433	314	5850	69800	95.60
					39000	314	5850	64991	541.71
					12560	223	5850	09565	141.96
78072837	02/18/2025	A00329149WEX Bank	I0079882	102406058	11000	432	4316	67703	591.69
78072838	02/18/2025	A00271281WKCCD-Taft College Grant Cle	I0079912	01312025	32000	422	5912	64900	69.00
78072839	02/20/2025	A00340348Aguirre, Ruben	S0061618		11000		9526		354.00
78072840	02/20/2025	A00327344Albashiri, Shahad M.	S0061704		11000		9526		450.00
78072841	02/20/2025	A00328062Almaguer, Breanna	S0061713		11000		9526		1,450.00
78072842	02/20/2025	A00320306Almaguer, Noelia S.	S0061790		11000		9526		448.00
78072843	02/20/2025	A00331986Almanza Gomez, Jennifer C.	S0061794		11000		9526		1,000.00
78072844	02/20/2025	A00328695Alvarez, Amber	S0061720		11000		9526		1,000.00
78072845	02/20/2025	A00351686Alvarez, Cassidy	S0061589		11000		9526		138.00
78072846	02/20/2025	A00319361Alvarez, Margarita	S0061820		11000		9526		671.13
78072847	02/20/2025	A00325887Alvarez, Omar R.	S0061696		11000		9526		450.00

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78072848	02/20/2025	A00333872	Alvarez, Saul	S0061652	11000	9526	448.00
78072849	02/20/2025	A00341225	Anaya, Leilany G.	S0061795	11000	9526	450.00
78072850	02/20/2025	A00324637	Anfield, Irma	S0061693	11000	9526	450.00
78072851	02/20/2025	A00329289	Arvizu, Jessica M.	S0061726	11000	9526	450.00
78072852	02/20/2025	A00334216	Ashmore, Blake A.	S0061660	11000	9526	1,000.00
78072853	02/20/2025	A00335838	Avila, Arianna A.	S0061679	11000	9526	450.00
78072854	02/20/2025	A00326414	Avila, Brianna I.	S0061699	11000	9526	450.00
78072855	02/20/2025	A00341387	Avila, Dayanara	S0061550	11000	9526	450.00
78072856	02/20/2025	A00331661	Avila, Samantha B.	S0061633	11000	9526	450.00
78072857	02/20/2025	A00342519	Avila Gomez, Maria G.	S0061564	11000	9526	450.00
78072858	02/20/2025	A00323324	Avila Ramirez, Jovani	S0061686	11000	9526	1,000.00
78072859	02/20/2025	A00334909	Ayon, Joel	S0061666	11000	9526	450.00
78072860	02/20/2025	A00288683	Balli, Jessica R.	S0061766	11000	9526	450.00
78072861	02/20/2025	A00332481	Bargas, James L.	S0061641	11000	9526	450.00
78072862	02/20/2025	A00328739	Bartolomei, Gina E.	S0061722	11000	9526	450.00
78072863	02/20/2025	A00335781	Bautista, Edgar	S0061678	11000	9526	450.00
78072864	02/20/2025	A00337532	Bautista-Gutierrez, Alberto	S0061796	11000	9526	1,000.00
78072865	02/20/2025	A00340286	Benites Vasquez, Luis E.	S0061615	11000	9526	450.00
78072866	02/20/2025	A00335261	Benitez Maltez, Kenya A.	S0061669	11000	9526	450.00
78072867	02/20/2025	A00319792	Bennett, Krista I.	S0061789	11000	9526	450.00
78072868	02/20/2025	A00335846	Blanco, David M.	S0061797	11000	9526	1,433.12
78072869	02/20/2025	A00212028	Boroff, Kristina M.	S0061750	11000	9526	450.00
78072870	02/20/2025	A00323709	Borrecco, Cadence I.	S0061689	11000	9526	450.00
78072871	02/20/2025	A00337422	Botto, Raymond C.	S0061594	11000	9526	450.00
78072872	02/20/2025	A00348181	Brewer, Jacob A.	S0061587	11000	9526	450.00
78072873	02/20/2025	A00347844	Brown, Paula R.	S0061585	11000	9526	450.00
78072874	02/20/2025	A00279198	Brown, Terry M.	S0061762	11000	9526	450.00
78072875	02/20/2025	A00323683	Burell, Mallory K.	S0061688	11000	9526	216.00
78072876	02/20/2025	A00342105	Burrell, Natalee L.	S0061555	11000	9526	134.36
78072877	02/20/2025	A00333115	Campos Garcia, Jesus	S0061643	11000	9526	450.00
78072878	02/20/2025	A00002889	Cantrell, Victoria R.	S0061734	11000	9526	450.00
78072879	02/20/2025	A00201295	Caples, Marlo L.	S0061745	11000	9526	450.00
78072880	02/20/2025	A00339485	Carabantes, Daisy	S0061608	11000	9526	450.00
78072881	02/20/2025	A00335693	Carranza, Dulcemaria	S0061677	11000	9526	450.00
78072882	02/20/2025	A00319669	Cash, Aryana G.	S0061788	11000	9526	450.00
78072883	02/20/2025	A00339040	Cassel, Kilah N.	S0061606	11000	9526	450.00
78072884	02/20/2025	A00342366	Castaneda, Lucero L.	S0061561	11000	9526	450.00
78072885	02/20/2025	A00340824	Castaneda, Rachel L.	S0061630	11000	9526	450.00
78072886	02/20/2025	A00335909	Ceja, Latisha R.	S0061591	11000	9526	448.00
78072887	02/20/2025	A00298525	Celedon, Priscilla N.	S0061774	11000	9526	450.00
78072888	02/20/2025	A00335839	Cervantes, Brittany	S0061680	11000	9526	1,000.00
78072889	02/20/2025	A00328742	Cibrian, Priscila G.	S0061723	11000	9526	1,000.00
78072890	02/20/2025	A00328514	Cisneros, Monica	S0061806	11000	9526	1,000.00
78072891	02/20/2025	A00246976	Connick, Christina R.	S0061754	11000	9526	450.00
78072892	02/20/2025	A00332914	Cordova McEvoy, Robert E.	S0061642	11000	9526	450.00
78072893	02/20/2025	A00330109	Cramer, Jesse J.	S0061811	11000	9526	247.47
78072894	02/20/2025	A00333968	Crowell, Francis N.	S0061654	11000	9526	450.00
78072895	02/20/2025	A00338180	Cruz, Ashley	S0061599	11000	9526	450.00
78072896	02/20/2025	A00335522	Cruz, Brenda L.	S0061673	11000	9526	450.00
78072897	02/20/2025	A00326665	Cruz Santiago, Fidel	S0061701	11000	9526	1,398.00
78072898	02/20/2025	A00342887	Dahna, Lily A.	S0061568	11000	9526	450.00



**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78072899	02/20/2025	A00347719Darwin, Erica L.	S0061584	11000	9526	500.00
78072900	02/20/2025	A00336304Diaz Dominguez, Abraham	S0061593	11000	9526	2,107.00
78072901	02/20/2025	A00267217Dominguez Torres, Rosalba L.	S0061759	11000	9526	448.00
78072902	02/20/2025	A00342900Douglas, Darnesha M.	S0061569	11000	9526	450.00
78072903	02/20/2025	A00339521Duran, Kaleb T.	S0061609	11000	9526	450.00
78072904	02/20/2025	A00340560Duran Bravo, Carina I.	S0061627	11000	9526	1,450.00
78072905	02/20/2025	A00328149Elholm, Ava M.	S0061714	11000	9526	92.00
78072906	02/20/2025	A00330551Espinoza, Ramon E.	S0061732	11000	9526	450.00
78072907	02/20/2025	A00333164Espinoza Campos, Ingrid	S0061644	11000	9526	446.00
78072908	02/20/2025	A00327988Eveland-Rea, Olivia	S0061711	11000	9526	446.00
78072909	02/20/2025	A00335901Evertse, Adalyn E.	S0061807	11000	9526	1,162.33
78072910	02/20/2025	A00323702Farewell, Julia R.	S0061808	11000	9526	1,142.80
78072911	02/20/2025	A00338652Faulconer, Lauren M.	S0061602	11000	9526	450.00
78072912	02/20/2025	A00328060Fernandez-Renteria, Destiny	S0061712	11000	9526	1,000.00
78072913	02/20/2025	A00327519Figures, Brianna C.	S0061705	11000	9526	450.00
78072914	02/20/2025	A00339632Flores, Mairely	S0061611	11000	9526	450.00
78072915	02/20/2025	A00323826Flores, Metztli F.	S0061691	11000	9526	1,000.00
78072916	02/20/2025	A00327567Fonseca, Anthony	S0061706	11000	9526	450.00
78072917	02/20/2025	A00346239Fuentes, Patricia S.	S0061582	11000	9526	450.00
78072918	02/20/2025	A00332363Gage, Laporsha	S0061639	11000	9526	450.00
78072919	02/20/2025	A00333181Gamez, Maritza M.	S0061645	11000	9526	1,000.00
78072920	02/20/2025	A00328244Garcia, Alexis	S0061716	11000	9526	450.00
78072921	02/20/2025	A00321726Garcia, Andrea M.	S0061684	11000	9526	450.00
78072922	02/20/2025	A00311705Garcia, Olivia C.	S0061779	11000	9526	448.00
78072923	02/20/2025	A00337531Garcia, Valery A.	S0061799	11000	9526	450.00
78072924	02/20/2025	A00326939Garcia, Vincent	S0061703	11000	9526	450.00
78072925	02/20/2025	A00328503Garcia Flores, Hernan	S0061798	11000	9526	1,370.87
78072926	02/20/2025	A00334283Garcia Hernandez, Jesus	S0061661	11000	9526	450.00
78072927	02/20/2025	A00332207Garcia Nunez, Valeria	S0061638	11000	9526	450.00
78072928	02/20/2025	A00287216Garza, Sabrina A.	S0061765	11000	9526	950.00
78072929	02/20/2025	A00335878Gatlin, Jenna L.	S0061590	11000	9526	354.00
78072930	02/20/2025	A00281472Gibson, Jesse R.	S0061764	11000	9526	450.00
78072931	02/20/2025	A00087575Gibson, Lester	S0061741	11000	9526	450.00
78072932	02/20/2025	A00342336Gijon Gil, Robert B.	S0061559	11000	9526	450.00
78072933	02/20/2025	A00274499Godinez Maceda, Mariela	S0061761	11000	9526	448.00
78072934	02/20/2025	A00342104Gonzalez, Alexia N.	S0061554	11000	9526	450.00
78072935	02/20/2025	A00333198Gonzalez, Elisabet	S0061646	11000	9526	450.00
78072936	02/20/2025	A00342199Gonzalez, Emelee L.	S0061556	11000	9526	450.00
78072937	02/20/2025	A00334999Gonzalez, Giselle F.	S0061800	11000	9526	450.00
78072938	02/20/2025	A00318506Gonzalez, Jayde R.	S0061785	11000	9526	468.73
78072939	02/20/2025	A00026147Greene, Matthew	S0061739	11000	9526	450.00
78072940	02/20/2025	A00224327Gross, Kristine	S0061751	11000	9526	450.00
78072941	02/20/2025	A00338931Guillen, Angela R.	S0061605	11000	9526	450.00
78072942	02/20/2025	A00323735Guzman, Natalia	S0061801	11000	9526	1,000.00
78072943	02/20/2025	A00327737Guzman Guitron, Jeanelly	S0061707	11000	9526	448.00
78072944	02/20/2025	A00320890Guzman Robles, Clarisa L.	S0061793	11000	9526	450.00
78072945	02/20/2025	A00300312Hampton, Nicholas E.	S0061776	11000	9526	450.00
78072946	02/20/2025	A00331753Helbling, Ariana I.	S0061634	11000	9526	460.00
78072947	02/20/2025	A00344422Hendrix, Tanya D.	S0061576	11000	9526	450.00
78072948	02/20/2025	A00335410Hernandez, Adalberto C.	S0061670	11000	9526	450.00

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78072949	02/20/2025	A00333214Hernandez, Elizabeth	S0061812	11000	9526	132.26
78072950	02/20/2025	A00328185Hernandez, Wendy	S0061715	11000	9526	450.00
78072951	02/20/2025	A00341500Hielscher, Kelsie J.	S0061813	11000	9526	389.26
78072952	02/20/2025	A00080479Hill, Lattisha d.	S0061738	11000	9526	186.00
78072953	02/20/2025	A00339883Hinojosa, Veronica	S0061612	11000	9526	450.00
78072954	02/20/2025	A00340454Holbert, Tyler C.	S0061622	11000	9526	450.00
78072955	02/20/2025	A00289328Howard, Tanner C.	S0061767	11000	9526	450.00
78072956	02/20/2025	A00342574Hurd, Stardela D.	S0061566	11000	9526	450.00
78072957	02/20/2025	A00335854Katz, Maya V.	S0061682	11000	9526	450.00
78072958	02/20/2025	A00332365Kendrick, Kalin C.	S0061640	11000	9526	2,171.41
78072959	02/20/2025	A00341519Kenley, Blayden J.	S0061551	11000	9526	1,000.00
78072960	02/20/2025	A00340059Kincaid, Wendy B.	S0061809	11000	9526	1,030.00
78072961	02/20/2025	A00335471Kinnaird, Emilee E.	S0061672	11000	9526	450.00
78072962	02/20/2025	A00321022Krier, Gabrielle E.	S0061810	11000	9526	329.00
78072963	02/20/2025	A00344668Kuntz, Lee M.	S0061578	11000	9526	230.00
78072964	02/20/2025	A00334940Kuykendall, Elizabeth L.	S0061667	11000	9526	450.00
78072965	02/20/2025	A00297528Lacy, Devon P.	S0061773	11000	9526	448.00
78072966	02/20/2025	A00340468Lee, Commie R.	S0061623	11000	9526	450.00
78072967	02/20/2025	A00342558Leiva Martinez, Alonso	S0061565	11000	9526	450.00
78072968	02/20/2025	A00016203Lewis, Katrina L.	S0061736	11000	9526	450.00
78072969	02/20/2025	A00334475Lira Martinez, Cynthia D.	S0061663	11000	9526	2,450.00
78072970	02/20/2025	A00337939Lopez, Ana K.	S0061598	11000	9526	450.00
78072971	02/20/2025	A00339545Lopez, Anneca L.	S0061610	11000	9526	450.00
78072972	02/20/2025	A00334203Lopez, Cristian E.	S0061659	11000	9526	21.19
78072973	02/20/2025	A00279212Lopez, Maria I.	S0061763	11000	9526	450.00
78072974	02/20/2025	A00293556Lopez, Samantha L.	S0061770	11000	9526	450.00
78072975	02/20/2025	A00335842Lopez-Santiago, Tania	S0061681	11000	9526	450.00
78072976	02/20/2025	A00338530Lozano, Cassandra U.	S0061601	11000	9526	450.00
78072977	02/20/2025	A00327799Madrigal, Gabriel	S0061710	11000	9526	450.00
78072978	02/20/2025	A00318592Magana Diaz, Kenia Y.	S0061786	11000	9526	450.00
78072979	02/20/2025	A00201879Magana Diaz, Lizandra	S0061747	11000	9526	450.00
78072980	02/20/2025	A00326045Magana Tavares, Tiffany J.	S0061698	11000	9526	448.00
78072981	02/20/2025	A00335871Maldonado, Jennifer	S0061683	11000	9526	450.00
78072982	02/20/2025	A00326928Manrique Guerra, Natalie M.	S0061702	11000	9526	450.00
78072983	02/20/2025	A00340712Manrique-Guerra, Emily A.	S0061628	11000	9526	450.00
78072984	02/20/2025	A00312591Marcicano, Alma P.	S0061780	11000	9526	448.00
78072985	02/20/2025	A00330206Marcicano, Mildred	S0061729	11000	9526	450.00
78072986	02/20/2025	A00334126Marr, Zariah S.	S0061656	11000	9526	448.00
78072987	02/20/2025	A00335662Marroquin Gonzaga, Nancy Y.	S0061675	11000	9526	450.00
78072988	02/20/2025	A00341345Martin, Madisyn S.	S0061549	11000	9526	450.00
78072989	02/20/2025	A00320321Martinez, David	S0061791	11000	9526	448.00
78072990	02/20/2025	A00247216Martinez Quintana, Rosa C.	S0061755	11000	9526	450.00
78072991	02/20/2025	A00201676Massie, Carrie M.	S0061746	11000	9526	1,100.00
78072992	02/20/2025	A00339903McCain, Leticia I.	S0061613	11000	9526	450.00
78072993	02/20/2025	A00307811Mccall, Solomon K.	S0061778	11000	9526	1,450.00
78072994	02/20/2025	A00349825Medina, Maria O.	S0061588	11000	9526	450.00
78072995	02/20/2025	A00326573Medina Gonzalez, Ashley	S0061700	11000	9526	1,000.00
78072996	02/20/2025	A00342447Mejia, Eliab	S0061563	11000	9526	448.00
78072997	02/20/2025	A00345160Mejia, Jamar J.	S0061581	11000	9526	448.00
78072998	02/20/2025	A00330417Melendez, Cecilia J.	S0061730	11000	9526	450.00
78072999	02/20/2025	A00315000Mendoza, Remijio	S0061781	11000	9526	450.00

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78073000	02/20/2025	A00325428	Metcalfe, Sarah E.	S0061694	11000	9526	450.00
78073001	02/20/2025	A00335417	Miller, Christopher A.	S0061671	11000	9526	450.00
78073002	02/20/2025	A00334127	Mitchell, Nathaniel J.	S0061657	11000	9526	450.00
78073003	02/20/2025	A00335148	Mixon, Rakasha E.	S0061668	11000	9526	450.00
78073004	02/20/2025	A00334735	Monroy, Jacob	S0061664	11000	9526	450.00
78073005	02/20/2025	A00327740	Montgomery, Montravan T.	S0061708	11000	9526	450.00
78073006	02/20/2025	A00342267	Montoya Urias, Noelia	S0061558	11000	9526	450.00
78073007	02/20/2025	A00330097	Moore, Katelynn R.	S0061728	11000	9526	377.00
78073008	02/20/2025	A00340555	Moran, Sayra N.	S0061626	11000	9526	450.00
78073009	02/20/2025	A00328721	Moyer, Whitney F.	S0061721	11000	9526	354.00
78073010	02/20/2025	A00333282	Muro Andrade, Janet	S0061814	11000	9526	299.41
78073011	02/20/2025	A00337529	Nava-Bautista, Ashley J.	S0061595	11000	9526	450.00
78073012	02/20/2025	A00341300	Neel, Jaysi-Mae J.	S0061548	11000	9526	998.00
78073013	02/20/2025	A00323708	Nicolas Gonzalez, Lorena	S0061802	11000	9526	1,138.99
78073014	02/20/2025	A00341579	Olayo, Nathalia	S0061552	11000	9526	450.00
78073015	02/20/2025	A00348151	Orozco, Savannah R.	S0061586	11000	9526	450.00
78073016	02/20/2025	A00289878	Owens, Kina D.	S0061768	11000	9526	448.00
78073017	02/20/2025	A00328681	Pablo, Nidia	S0061719	11000	9526	1,000.00
78073018	02/20/2025	A00343933	Padilla, Laura	S0061575	11000	9526	450.00
78073019	02/20/2025	A00336044	Parada Torres, Ashley	S0061592	11000	9526	448.00
78073020	02/20/2025	A00341123	Parker, Cambria E.	S0061632	11000	9526	1,000.00
78073021	02/20/2025	A00250056	Pedrazzini, Linette M.	S0061756	11000	9526	450.00
78073022	02/20/2025	A00338671	Penas, Danielle N.	S0061604	11000	9526	450.00
78073023	02/20/2025	A00340306	Penas, Luis A.	S0061617	11000	9526	450.00
78073024	02/20/2025	A00320760	Pence, Nadalie I.	S0061792	11000	9526	3.53
78073025	02/20/2025	A00335670	Perez, Denisse	S0061676	11000	9526	448.00
78073026	02/20/2025	A00330125	Perez, Ricardo J.	S0061803	11000	9526	1,308.25
78073027	02/20/2025	A00318069	Perez, Yanahi S.	S0061783	11000	9526	450.00
78073028	02/20/2025	A00337935	Phillips, Emily K.	S0061597	11000	9526	998.00
78073029	02/20/2025	A00032214	Pilkinton, Andrea	S0061743	11000	9526	448.00
78073030	02/20/2025	A00323711	Powell, Sierra E.	S0061690	11000	9526	450.00
78073031	02/20/2025	A00323630	Pulido, Jaclyn F.	S0061815	11000	9526	364.02
78073032	02/20/2025	A00323627	Pulido, Keira C.	S0061687	11000	9526	1,450.00
78073033	02/20/2025	A00329142	Quezada Plascencia, Rosalva	S0061724	11000	9526	450.00
78073034	02/20/2025	A00340390	Ramirez, Kaina	S0061620	11000	9526	448.00
78073035	02/20/2025	A00330494	Ramirez, Valerie L.	S0061731	11000	9526	450.00
78073036	02/20/2025	A00331815	Ramos, Elena L.	S0061636	11000	9526	448.00
78073037	02/20/2025	A00335653	Ramos, Jalissa M.	S0061674	11000	9526	506.00
78073038	02/20/2025	A00343479	Ramos, Nevaeh A.	S0061572	11000	9526	450.00
78073039	02/20/2025	A00329903	Ramos, Vanessa M.	S0061727	11000	9526	450.00
78073040	02/20/2025	A00304485	Rangel, Alyssa J.	S0061777	11000	9526	450.00
78073041	02/20/2025	A00326000	Rangel, Efraina	S0061697	11000	9526	450.00
78073042	02/20/2025	A00010949	Ratliff, Lorene D.	S0061735	11000	9526	450.00
78073043	02/20/2025	A00339423	Rea, Gabriel E.	S0061607	11000	9526	450.00
78073044	02/20/2025	A00341287	Real, Joe R.	S0061804	11000	9526	450.00
78073045	02/20/2025	A00334306	Real-Diaz, Brigit L.	S0061662	11000	9526	450.00
78073046	02/20/2025	A00343929	Rede, Alexis E.	S0061573	11000	9526	450.00
78073047	02/20/2025	A00341097	Reyes, Isaiah	S0061631	11000	9526	450.00
78073048	02/20/2025	A00333424	Riano, Areth R.	S0061651	11000	9526	450.00
78073049	02/20/2025	A00340288	Riano, Cristian A.	S0061616	11000	9526	450.00

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78073050	02/20/2025	A00342266Rivas, Vanessa	S0061557	11000	9526	450.00
78073051	02/20/2025	A00333323Rivera, Kevin	S0061647	11000	9526	450.00
78073052	02/20/2025	A00343255Rivera, Melisa A.	S0061571	11000	9526	450.00
78073053	02/20/2025	A00246856Robbins, Mary B.	S0061753	11000	9526	448.00
78073054	02/20/2025	A00315962Rodart, Carson R.	S0061782	11000	9526	252.50
78073055	02/20/2025	A00087104Rodela, Crystal A.	S0061742	11000	9526	448.00
78073056	02/20/2025	A00342343Rodriguez, Andrea S.	S0061560	11000	9526	450.00
78073057	02/20/2025	A00331926Rodriguez, Ashley	S0061637	11000	9526	450.00
78073058	02/20/2025	A00333924Rodriguez, Ashley N.	S0061653	11000	9526	450.00
78073059	02/20/2025	A00334233Rodriguez, Gabriela	S0061819	11000	9526	159.59
78073060	02/20/2025	A00324124Rodriguez, Jasmin J.	S0061692	11000	9526	450.00
78073061	02/20/2025	A00340553Rodriguez Campos, Jaquelyn	S0061625	11000	9526	450.00
78073062	02/20/2025	A00340543Rodriguez Campos, Joselyn	S0061624	11000	9526	450.00
78073063	02/20/2025	A00333332Roquemore, Lodum J.	S0061648	11000	9526	450.00
78073064	02/20/2025	A00329226Rowe, Emilee M.	S0061725	11000	9526	1,000.00
78073065	02/20/2025	A00344637Rowland, Eugene J.	S0061577	11000	9526	450.00
78073066	02/20/2025	A00334168Ryan, Nicole M.	S0061658	11000	9526	1,000.00
78073067	02/20/2025	A00098807Salazar, Shannon R.	S0061744	11000	9526	450.00
78073068	02/20/2025	A00327782Salazar Martinez, Chanel	S0061709	11000	9526	450.00
78073069	02/20/2025	A00318165Saldana, Zaira M.	S0061784	11000	9526	450.00
78073070	02/20/2025	A00261350Samarin, Sharon V.	S0061757	11000	9526	450.00
78073071	02/20/2025	A00337556Sanchez, Belinda	S0061596	11000	9526	450.00
78073072	02/20/2025	A00334813Sanchez, Edgar I.	S0061665	11000	9526	450.00
78073073	02/20/2025	A00203248Sanchez, Jessica	S0061748	11000	9526	450.00
78073074	02/20/2025	A00232942Sanchez, Jesus M.	S0061752	11000	9526	450.00
78073075	02/20/2025	A00294938Sanchez, Kimberly A.	S0061771	11000	9526	450.00
78073076	02/20/2025	A00290097Santillian Morales, Elizabet	S0061769	11000	9526	450.00
78073077	02/20/2025	A00074171Scoggins, Kizzy L.	S0061737	11000	9526	450.00
78073078	02/20/2025	A00343930Segura, Eddie	S0061574	11000	9526	450.00
78073079	02/20/2025	A00002119Shelby, Karen A.	S0061733	11000	9526	450.00
78073080	02/20/2025	A00338341Sherrell, Bobby G.	S0061600	11000	9526	450.00
78073081	02/20/2025	A00296742Shotwell, Isaiah K.	S0061772	11000	9526	450.00
78073082	02/20/2025	A00325710Sillas, Carlos	S0061695	11000	9526	450.00
78073083	02/20/2025	A00333350Silva, Lisset	S0061649	11000	9526	448.00
78073084	02/20/2025	A00342575Silva, Miguel A.	S0061567	11000	9526	450.00
78073085	02/20/2025	A00340780Silva Bautista, Vanesa	S0061629	11000	9526	450.00
78073086	02/20/2025	A00331811Silva Garcia, Priscila	S0061635	11000	9526	450.00
78073087	02/20/2025	A00205697Simpkins, Dominique L.	S0061749	11000	9526	450.00
78073088	02/20/2025	A00026694Sparks, Lacey	S0061740	11000	9526	450.00
78073089	02/20/2025	A00333976Stark, Hunter C.	S0061655	11000	9526	450.00
78073090	02/20/2025	A00328329Torres, Issac	S0061717	11000	9526	998.00
78073091	02/20/2025	A00344877Trujillo, Kaiya A.	S0061579	11000	9526	450.00
78073092	02/20/2025	A00333368Uribe, Mariana J.	S0061650	11000	9526	444.00
78073093	02/20/2025	A00321739Usrey, Noah M.	S0061685	11000	9526	446.00
78073094	02/20/2025	A00328470Valenzuela-Torres, Jose D.	S0061805	11000	9526	1,000.00
78073095	02/20/2025	A00333372Vasquez, Jose D.	S0061816	11000	9526	20.99
78073096	02/20/2025	A00298566Velasco, Katherine S.	S0061775	11000	9526	450.00
78073097	02/20/2025	A00340359Velasco Ramirez, Belinda	S0061619	11000	9526	450.00
78073098	02/20/2025	A00340395Velasco-Roque, Luz E.	S0061621	11000	9526	450.00
78073099	02/20/2025	A00265943Waldie, Amber D.	S0061758	11000	9526	450.00
78073100	02/20/2025	A00341739Walker, Ryden E.	S0061553	11000	9526	653.07

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78073101	02/20/2025	A00347393Weeks, Susan S.	S0061583	11000		9526		612.50	
78073102	02/20/2025	A00329939White, David A.	S0061817	11000		9526		365.35	
78073103	02/20/2025	A00329933White, Kira R.	S0061818	11000		9526		360.28	
78073104	02/20/2025	A00338670White, Sabrina S.	S0061603	11000		9526		450.00	
78073105	02/20/2025	A00343018Whitmire, Jasmine M.	S0061570	11000		9526		450.00	
78073106	02/20/2025	A00328505Woodruff, Laurel A.	S0061718	11000		9526		450.00	
78073107	02/20/2025	A00268694Woosley, Catelynn L.	S0061760	11000		9526		448.00	
78073108	02/20/2025	A00318860Wu, Yongqiang	S0061787	11000		9526		450.00	
78073109	02/20/2025	A00339924Yslas, Brooklyn A.	S0061614	11000		9526		450.00	
78073110	02/20/2025	A00342434Zaragoza, Yasmin K.	S0061562	11000		9526		450.00	
78073111	02/20/2025	A00345091Zimmerle, Lusia	S0061580	11000		9526		450.00	
78073112	02/25/2025	A00306660Advanced Data Storage, Inc.	I0079962	0197790	11000	207	5990	49999	25.30
78073113	02/25/2025	A00339371Alvarez, Maximiliano	I0079928	041125	12620	227	5740	61900	486.00
78073114	02/25/2025	A00201875Amazon Capital Services	I0079927	1F6P-P6NR-6TXD	11000	113	4310	67801	42.20
			I0079934	1KGM-GWDP-1C4W	11000	209	4311	04011	41.44
			I0079941	1NPG-HHW3-DGHR	35000	360	6412	67701	108.23
					11000	411	4310	67300	21.59
			I0079942	1KYL-9PC1-3PJR	12477	203	6310	61200	17.63
			I0079964	17PC-FNGT-JHTH	31000	423	4310	69100	17.19
			I0079965	1FC7-CPHH-136D	31000	423	4310	69100	67.85
78073115	02/25/2025	A00321724Barker, Fred	I0079945	121324	11000	352	5750	69614	7,300.00
78073116	02/25/2025	A00200182City of Taft Police Departme	I0079960	0125WKCCD	39000	314	5985	64991	54.00
					39000	312	5985	64991	6.00
					31000	423	5985	69100	30.00
78073117	02/25/2025	A00265229DK&M Property	I0079949	MAR 25	39000	314	5610	64991	1,854.55
78073118	02/25/2025	A00329125Foundation Properties Inc	I0079948	MAR 25	39000	314	5610	64991	2,181.82
78073119	02/25/2025	A00319625General Tree Service Inc.	I0079961	66712	11000	431	5633	65500	5,075.00
					11000	431	5633	69610	1,500.00
					11000	435	5633	65191	730.00
78073120	02/25/2025	A00274675Guevara, Cinthya G.	I0079933	JAN 25	12676	351	5710	64900	256.20
78073121	02/25/2025	A00327623Jitterbit, Inc.	I0079951	INVUS30011	12000	319	5641	63200	22,969.69
78073122	02/25/2025	A00329896Living Water Treatment, Inc.	I0079953	12735	11000	431	5641	65100	890.00
78073123	02/25/2025	A00045424Long, Sarah L.	I0079959	01312025-A	11999	421	7412	73900	319.86
78073124	02/25/2025	A00330042Lotus Bakersfield Corp.	I0079967	IN-1250199408	12755	115	5970	67100	2,500.00
			I0079968	IN-1250199389	12755	115	5970	67100	5,305.00
78073125	02/25/2025	A00334993MatterHackers, Inc.	I0079973	MH238761	12681	223	4310	09565	600.08
78073126	02/25/2025	A00227772MBS Textbook Exchange, Inc.	I0079943	47-5480647	31000	423	4110	69100	48.62
78073127	02/25/2025	A00348329Nicholas Consulting LLC	I0079929	6	11000	353	5510	64600	3,225.00
			I0079930	5	11000	353	5510	64600	637.50
78073128	02/25/2025	A00324842Payne, Kenneth E.	I0079947	MAR 25	39000	314	5610	64991	2,110.92
78073129	02/25/2025	A00200518Pearson Education	I0079966	28098396	31000	423	4110	69100	269.97
78073130	02/25/2025	A00307141Ruiz, Christopher J.	I0079972	2425-52	11000	352	5510	69610	500.00
78073131	02/25/2025	A00327622Salesforce.org, Inc	I0079950	32147500	12000	319	5641	63200	33,990.00
78073132	02/25/2025	A00321772Sinclair Broadcast Group, In	I0079969	25197-5	12755	115	5970	67100	7,500.00
			I0079970	24775-5	12755	115	5970	67100	2,000.00
78073133	02/25/2025	A00337933Sorenson Communications, LLC	I0079926	PI-000012876	12000	311	5641	64200	5,584.50
78073134	02/25/2025	A00211077Strata Information Group	I0079940	58104	12569	353	5510	64600	2,295.00
78073135	02/25/2025	A00200417Sysco Food Service of Ventur	I0079938	379839340	33429	310	4410	69200	2,433.57
78073136	02/25/2025	A00200862Taft College Bookstore	I0079937	9194	32000	422	4310	69400	259.80
78073137	02/25/2025	A00200862Taft College Bookstore	I0079946	2063.	11000	212	4110	61100	79.01
78073138	02/25/2025	A00200862Taft College Bookstore	I0079952	.9664	39000	314	5990	64991	135.31

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78073139	02/25/2025	A00200862	Taft College Bookstore	I0079954	3618.	11000	110	4310	66003	16.07
78073140	02/25/2025	A00200862	Taft College Bookstore	I0079955	3863	11000	213	4310	10023	4.86
						11000	210	4310	13052	334.95
						11000	210	4310	21056	36.59
78073141	02/25/2025	A00200862	Taft College Bookstore	I0079956	8302	11000	211	4110	49999	19.47
						11000	211	4110	49999	18.39
						11000	207	4110	49999	199.03
						11000	210	4110	49999	24.89
78073141	02/25/2025	A00200862	Taft College Bookstore	I0079956	8302	11000	210	4110	13053	34.63
						11000	207	4110	49999	42.21
78073142	02/25/2025	A00200862	Taft College Bookstore	I0079957	3318	12427	210	4110	13052	227.20
78073143	02/25/2025	A00200862	Taft College Bookstore	I0079958	3596	11000	358	4318	62100	6.50
78073144	02/25/2025	A00200862	Taft College Bookstore	I0079963	5888	12681	223	4310	60103	3,586.77
78073145	02/25/2025	A00200862	Taft College Bookstore	I0079971	3836	12599	309	7605	73200	745.70
78073146	02/25/2025	A00200282	True Value Home Center	I0079935	491750	35827	357	4310	69700	28.66
						35819	357	4310	69700	39.27
						35815	314	4310	69700	18.36
				I0079936	491801	11000	431	4310	65100	75.72
78073147	02/25/2025	A00243587	United Healthcare Insurance	I0079931	FEB 25	11000	412	3350	59100	29,959.68
				I0079932	MAR 25	11000	412	3350	59100	29,263.32
78073148	02/25/2025	A00312920	Vital Source	I0079944	VST-11479-R-JAN	31000	423	4110	69100	2,573.53
78073149	02/25/2025	A00275443	WestAir Gases & Equipment In	I0079939	0080644096	31000	423	4321	69100	67.68
78073150	02/26/2025	A00331986	Almanza Gomez, Jennifer C.	S0061834		11000		9526		305.36
78073151	02/26/2025	A00341225	Anaya, Leilany G.	S0061833		11000		9526		320.06
78073152	02/26/2025	A00338666	Angeles, Tyson J.	S0061835		11000		9526		220.43
78073153	02/26/2025	A00342537	Avila, Maria F.	S0061828		11000		9526		184.00
78073154	02/26/2025	A00342538	Bautista, Ofelia	S0061824		11000		9526		184.00
78073155	02/26/2025	A00337532	Bautista-Gutierrez, Alberto	S0061831		11000		9526		377.57
78073156	02/26/2025	A00335846	Blanco, David M.	S0061850		11000		9526		601.80
78073157	02/26/2025	A00341415	Castillo, David	S0061836		11000		9526		396.77
78073158	02/26/2025	A00353095	Chen, Jimmy	S0061851		11000		9526		138.00
78073159	02/26/2025	A00330109	Cramer, Jesse J.	S0061837		11000		9526		242.08
78073160	02/26/2025	A00071702	Cuevas, Reina	S0061852		11000		9526		15.00
78073161	02/26/2025	A00344748	Dill, Andrew J.	S0061827		11000		9526		184.00
78073162	02/26/2025	A00335901	Evertse, Adalyn E.	S0061853		11000		9526		491.95
78073163	02/26/2025	A00323702	Farewell, Julia R.	S0061854		11000		9526		286.36
78073164	02/26/2025	A00337531	Garcia, Valery A.	S0061830		11000		9526		178.09
78073165	02/26/2025	A00342827	Gonzalez Silva, Elizabeth	S0061825		11000		9526		184.00
78073166	02/26/2025	A00323735	Guzman, Natalia	S0061821		11000		9526		378.47
78073167	02/26/2025	A00341500	Hielscher, Kelsie J.	S0061838		11000		9526		256.49
78073168	02/26/2025	A00333237	Leyva, Emily	S0061839		11000		9526		94.93
78073169	02/26/2025	A00331570	Morgan, Jamal J.	S0061840		11000		9526		369.32
78073170	02/26/2025	A00341249	Moron, Rogelio	S0061841		11000		9526		426.25
78073171	02/26/2025	A00333282	Muro Andrade, Janet	S0061842		11000		9526		274.70
78073172	02/26/2025	A00323708	Nicolas Gonzalez, Lorena	S0061855		11000		9526		439.57
78073173	02/26/2025	A00342835	Ortiz Bautista, Efrain Y.	S0061826		11000		9526		184.00
78073174	02/26/2025	A00328602	Palacios Ramirez, Wendy I.	S0061843		11000		9526		146.00
78073175	02/26/2025	A00333982	Paredes, Brian A.	S0061829		11000		9526		322.00
78073176	02/26/2025	A00330125	Perez, Ricardo J.	S0061844		11000		9526		277.86
78073177	02/26/2025	A00323630	Pulido, Jaclyn F.	S0061845		11000		9526		98.32



**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

78073178	02/26/2025	A00341287Real, Joe R.	S0061832	11000			9526		405.75
78073179	02/26/2025	A00342540Silva Gonzalez, Monserrat	S0061823	11000			9526		184.00
78073180	02/26/2025	A00340624Smith, Connor S.	S0061846	11000			9526		95.33
78073181	02/26/2025	A00328470Valenzuela-Torres, Jose D.	S0061822	11000			9526		140.84
78073182	02/26/2025	A00338774Wallace, Jonathan A.	S0061847	11000			9526		500.00
78073183	02/26/2025	A00329939White, David A.	S0061848	11000			9526		648.54
78073184	02/26/2025	A00329933White, Kira R.	S0061849	11000			9526		112.23
78073185	02/28/2025	A00200017A.P.I. Plumbing	I0080032	27506	35815	314	5631	69700	5,000.00
78073186	02/28/2025	A00243588AARP Health Care Options	I0079982	MAR 25	11000	412	3350	59100	22,184.60
78073187	02/28/2025	A00201875Amazon Capital Services	I0079983	1H1H-6RHD-FTTY	11000	113	4310	67801	14.05
			I0080016	1WD7-LT6R-QTCQ	12620	227	4310	61900	111.22
			I0080018	193X-1TRY-16DT	12620	227	4310	61900	14.94
78073188	02/28/2025	A00200040American Business Machines	I0080036	787555	12000	303	5641	64300	278.97
78073189	02/28/2025	A00285762Association of Chief Busines	I0080008	GIACOMINIS25	11000	401	5710	67200	630.00
78073190	02/28/2025	A00202445AT&T Mobility	I0079993	020225	11000	353	6415	64600	241.44
78073191	02/28/2025	A00200063Austin's Pest Control, Inc.	I0080029	177927	12560	223	5860	09565	55.00
78073192	02/28/2025	A00336435Avendano Martinez, Carlos D.	I0079984	JAN 25	11000	301	5710	64500	112.00
78073193	02/28/2025	A00327844Baker Supplies and Repairs	I0080041	12202	11000	431	4310	65500	64.95
78073194	02/28/2025	A00320892Barnes Welding	I0080028	0063529309	12560	223	4311	09565	332.47
78073195	02/28/2025	A00272600Beard Family Trust	I0079979	MAR 25	12560	223	5610	09565	3,800.00
78073196	02/28/2025	A00200109Brown & Reich Petroleum, Inc	I0080039	51619	39000	314	4316	64991	79.34
					12433	314	4316	69800	79.34
78073197	02/28/2025	A00200146Carolina Biological Supply C	I0080019	52853102RI	11000	209	4311	04011	43.14
78073198	02/28/2025	A00200161CDW-G	I0080037	AC5EE2S	11000	302	4310	63100	88.27
			I0080038	AC5WI2G	11000	401	6415	67200	1,286.24
78073199	02/28/2025	A00230466Classic Charter, Inc.	I0080040	175870	12433	314	4310	69800	3,129.00
78073200	02/28/2025	A00200225Darling Ingredients Inc.	I0080015	13878358	32000	422	5850	69400	75.00
78073201	02/28/2025	A00200228Dave's Glass Shop	I0080022	11925	11000	432	5632	67703	250.00
78073202	02/28/2025	A00200240Dept. of Social Services	I0080001	545475	33428	310	5990	69200	242.00
					33588	310	5990	69200	242.00
			I0080002	295555	33528	310	5990	69200	302.50
					33588	310	5990	69200	605.00
					33428	310	5990	69200	302.50
78073203	02/28/2025	A00332921Ferrilli	I0080042	SIN009508	11000	113	5510	67801	4,180.00
			I0080043	SIN009509	11000	113	5510	67801	2,992.50
78073204	02/28/2025	A00283264Frontier California Inc.	I0079991	5703020725	11000	431	5840	65700	191.49
78073205	02/28/2025	A00283264Frontier California Inc.	I0079992	5734021025	11000	431	5840	65700	60.92
78073206	02/28/2025	A00040528Gardner, Gina L.	I0079981	030325	12652	205	5710	12042	99.00
78073207	02/28/2025	A00200712Kern County Supt. of Schools	I0080034	502408	11000	421	5911	67200	642.75
78073208	02/28/2025	A00283088Mitchell, David T.	I0080009	022025	11000	209	4310	17018	99.00
78073209	02/28/2025	A00200498Office Depot	I0080026	409459660001	11000	411	4310	67300	70.47
			I0080027	406407686001	11000	421	4310	67200	472.38
			I0080035	407180976001	11000	202	4310	60100	77.86
78073210	02/28/2025	A00353065Organizational Services, Inc	I0080000	CDEEC25-1080	11000	202	5710	60100	600.00
78073211	02/28/2025	A00200508P. G. & E.	I0079987	12/10/24	11000	431	5820	65700	1,660.94
78073212	02/28/2025	A00200508P. G. & E.	I0079994	020725	11000	431	5820	65700	4,039.31
78073213	02/28/2025	A00200508P. G. & E.	I0079995	020925	11000	431	5820	65700	2,497.82
78073214	02/28/2025	A00200508P. G. & E.	I0079996	021125	33428	310	5820	69200	194.08
78073214	02/28/2025	A00200508P. G. & E.	I0079996	021125	33528	310	5820	69200	194.08
					33588	310	5820	69200	388.17
78073215	02/28/2025	A00200508P. G. & E.	I0079997	02/11/25	11000	431	5830	65700	28,629.02

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

					39000	314	5830	64991	3,233.77
					12433	314	5830	69800	359.31
					33428	310	5830	69200	1,442.31
					33528	310	5830	69200	1,442.31
					33588	310	5830	69200	2,884.61
78073216	02/28/2025	A00200508P. G. & E.	I0080005	02/07/25	11000	431	5820	65700	9,137.29
78073217	02/28/2025	A00200508P. G. & E.	I0080006	02/09/25	35827	357	5820	69700	1,468.04
78073218	02/28/2025	A00200508P. G. & E.	I0080007	02-07-25	11000	435	5830	65191	31.23
					11000	435	5820	65191	16.57
78073219	02/28/2025	A00335979Passavant, Ilyn	S0061423		11000		9526		324.00
78073220	02/28/2025	A00308860Popejoy, Noah A.	I0080010	33594242	39000	308	2362	64991	99.00
78073221	02/28/2025	A00243211Quicksilver Software, Inc.	I0080033	6577	11000	209	5643	17018	950.00
78073222	02/28/2025	A00285838Sammy's Detail	I0079976	3305	11000	431	5632	65700	395.00
			I0079977	3305.	39000	314	5632	64991	195.00
			I0079978	.3305	12560	223	5632	09565	140.00
78073223	02/28/2025	A00277399Sundgren, Lori A.	I0080013	021725	12495	319	5710	61900	907.08
78073224	02/28/2025	A00200417Sysco Food Service of Ventur	I0080024	379907187	33429	310	4410	69200	689.83
			I0080025	379908840	12679	320	4410	64900	596.53
			I0080044	379907185	32000	422	4410	69400	12,697.05
			I0080045	379907186	32000	422	4411	69400	2,609.03
					32000	422	4411	69400	1,200.27
78073225	02/28/2025	A00200862Taft College Bookstore	I0079974	8168	12000	303	7605	73200	11,351.10
78073226	02/28/2025	A00200862Taft College Bookstore	I0079975	8219	12000	303	7605	73200	4,163.84
78073227	02/28/2025	A00200862Taft College Bookstore	I0080020	6296	12909	351	4310	64900	148.21
78073228	02/28/2025	A00200862Taft College Bookstore	I0080021	8446	11000	431	4324	65300	675.37
78073229	02/28/2025	A00256341Terminix Commercial	I0080030	456158915	33428	310	5860	69200	49.75
					33528	310	5860	69200	49.75
					33588	310	5860	69200	99.50
78073230	02/28/2025	A00327973The UPS Store	I0080031	10004TF	12681	223	5990	60103	50.00
					12433	314	5985	69800	25.00
					11000	352	5985	69614	25.00
					11000	113	5985	67800	25.00
					12551	353	5985	64600	25.00
					12913	113	5985	67800	25.00
					11000	352	5985	69618	25.00
78073230	02/28/2025	A00327973The UPS Store	I0080031	10004TF	11000	352	5985	69616	25.00
					11000	352	5985	08350	25.00
					11000	431	5985	65300	22.25
					11000	431	5985	69400	1.75
					11000	431	5985	69100	0.50
					11000	431	5985	69700	0.50
78073231	02/28/2025	A00200282True Value Home Center	I0080017	491254	39000	314	4410	64991	47.82
					12433	314	4410	69800	47.83
			I0080023	491948	33428	310	4310	69200	24.12
					33528	310	4310	69200	24.12
					33588	310	4310	69200	48.25
78073232	02/28/2025	A00255644U.S. Bank Equipment Finance	I0080003	548880343	11000	401	5971	67200	274.38
					11000	224	5971	60200	32.88
					12560	223	5971	60103	55.87
					11000	205	5971	12042	334.31
					12477	203	5971	61200	139.32



**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

				11000	202	5971	60100	509.39
				33428	310	5971	69200	59.58
				33528	310	5971	69200	59.58
				33591	310	5971	69200	59.58
				33588	310	5971	69200	59.58
				11000	207	5971	49999	242.69
				11000	202	5971	60100	294.22
				11000	110	5971	66003	63.00
				11000	202	5971	60100	63.00
				11000	114	5971	66005	63.00
				11000	202	5971	60100	166.74
				39000	314	5971	64991	500.03
				12551	353	5971	64600	70.29
78073232	02/28/2025	A00255644U.S. Bank Equipment Finance	I0080003 548880343	11000	301	5971	64500	70.29
				11000	302	5971	63100	70.29
				11000	358	5971	62100	70.29
				31000	423	5971	69100	3,714.08
			I0080004 548880343.	12560	223	5612	60103	244.41
				11000	205	5612	12042	244.41
				11000	203	5612	61200	244.41
				11000	203	5612	61200	244.41
				12000	318	5612	64800	244.41
				11000	202	5612	60100	244.41
				11000	113	5612	67801	244.41
				11000	431	5612	65100	244.41
				33428	310	5612	69200	61.10
				33528	310	5612	69200	61.10
				33588	310	5612	69200	61.10
				33591	310	5612	69200	61.10
				11000	207	5612	49999	244.41
				11000	202	5612	60100	244.41
				11000	110	5612	66003	81.47
				11000	202	5612	60100	81.47
				11000	114	5612	66005	81.47
				11000	202	5612	60100	244.41
				11000	421	5612	67200	109.97
				11000	401	5612	67200	24.44
				11000	411	5612	67300	109.98
				39000	314	5612	64991	244.41
				12551	353	5612	64600	61.10
				11000	301	5612	64500	61.10
				11000	302	5612	63100	61.10
				11000	358	5612	62100	61.10
				11000	421	5612	67200	244.40
				11000	401	5612	67200	244.41
				11000	401	5612	67200	244.41
				31000	423	5612	69100	244.41
				31000	423	5612	69100	154.38
				12495	319	5612	61900	55.96
78073233	02/28/2025	A00336843Valadez, Jose A.	I0079986 041525	12620	227	5740	61900	540.00

**Taft College Check Register Report**

**01-February -25 through 28- February-25**

**FY 24-25**

Check Number	Date	Account	Vendor	Account	Amount	Amount	Amount	Amount	Amount
				I0080012 120325	12620	227	4310	61900	590.41
				I0080014 040425	12620	227	5740	61900	180.00
78073234	02/28/2025	A00339918	Walt Disney Travel Co., LLC	I0079985 TM2A25E	12620	227	5740	61900	3,538.00
78073235	02/28/2025	A00294733	West Kern Adult Education Ne	I0079980 01312025-A	12603	125	7410	73100	83,306.52
78073236	02/28/2025	A00200355	West Kern Water District	I0079988 01/23/25	33428	310	5810	69200	23.70
					33528	310	5810	69200	23.70
					33588	310	5810	69200	47.40
78073237	02/28/2025	A00200355	West Kern Water District	I0079989 021325	11000	435	5810	65192	88.80
78073238	02/28/2025	A00200355	West Kern Water District	I0079990 02/13/25	11000	431	5810	65700	167.26
					39000	314	5810	64991	30.83
					12433	314	5810	69800	3.43
78073239	02/28/2025	A00200360	Westec	I0079998 29092	11450	204	5641	09543	37,642.50
				I0079999 29082	11450	204	5641	09543	65,874.38
				I0080011 29072	12010	411	5710	67300	750.00
					11000	202	5710	67500	750.00

# Taft College Purchase Order Activity Report

1-February-2025 through 28-February-2025

FY 24-25

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	REQ. DATE	PURCHASE ORDER	CL C A
		NUMBER	NAME	NUMBER	DATE				
BYOUNG	02/03/2025	A00201875	Amazon Capital Services	P0066371	01/28/2025	01/28/2025		\$39.01	
				P0066386	01/29/2025	01/29/2025		\$151.50	
	02/05/2025	A00201875	Amazon Capital Services	P0066396	01/30/2025	01/30/2025		\$124.45	
	02/19/2025	A00201875	Amazon Capital Services	P0066443	02/06/2025	02/06/2025		\$500.00	
		A00348767	Redd, Brett	P0066429	02/05/2025	02/05/2025		\$2,100.00	
	02/24/2025	A00320614	Bio-Key International Inc.	P0066510	02/21/2025	02/21/2025		\$8,000.00	
	02/25/2025	A00255644	U.S. Bank Equipment Finance	P0066466	02/11/2025	02/11/2025		\$6,972.32	
							TOTAL USER		\$17,887.28
DDURAN	02/04/2025	A00200498	Office Depot	P0066412	02/03/2025	02/03/2025		\$129.90	
		A00342435	Building Bridges Conference	P0066393	01/30/2025	01/30/2025		\$2,000.00	
	02/06/2025	A00200302	Eveland, Sharyn L.	P0066431	02/05/2025	02/05/2025		\$75,000.00	
		A00200862	Taft College Bookstore	P0066427	02/05/2025	02/05/2025		\$16.07	
				P0066428	02/05/2025	02/05/2025		\$376.40	
				P0066430	02/05/2025	02/05/2025		\$338.62	
				P0066433	02/05/2025	02/05/2025		\$227.19	
				P0066436	02/05/2025	02/05/2025		\$61.40	
	02/12/2025	A00251929	Oja, Michelle Elizabeth.	P0066470	02/12/2025	02/12/2025		\$810.96	
	02/18/2025	A00251929	Oja, Michelle Elizabeth.	P0066490	02/18/2025	02/18/2025		\$579.88	
	02/24/2025	A00200498	Office Depot	P0066515	02/24/2025	02/24/2025		\$234.02	
				P0066499	02/18/2025	02/18/2025		\$104.77	
		A00201875	Amazon Capital Services	P0066501	02/19/2025	02/19/2025		\$257.83	
		A00262851	Lytle, Steve	P0066497	02/18/2025	02/18/2025		\$37.10	
		A00015850	Berry, Wendy Jade.	P0066486	02/18/2025	02/18/2025		\$40.00	
		A00200498	Office Depot	P0066508	02/20/2025	02/20/2025		\$60.75	
		A00200832	Taft College Foundation	P0066520	02/24/2025	02/24/2025		\$2,869.15	
		A00259082	Lozano Smith, LLP	P0066512	02/24/2025	02/24/2025		\$20,000.00	
		A00320018	Integrated DNA Technologies,	P0066459	02/11/2025	02/11/2025		\$273.81	
		A00015850	Berry, Wendy Jade.	P0066487	02/18/2025	02/18/2025		\$100.00	
				P0066488	02/18/2025	02/18/2025		\$395.00	
				P0066485	02/18/2025	02/18/2025		\$565.00	
		A00200428	Taft District Chamber of Com	P0066473	02/12/2025	02/12/2025		\$475.00	
		A00200773	Beasley, Michelle A.	P0066472	02/12/2025	02/12/2025		\$1,672.98	
		A00200862	Taft College Bookstore	P0066467	02/12/2025	02/12/2025		\$37.89	
		A00337165	Lopez, Jaime	P0066481	02/18/2025	02/18/2025		\$850.00	
		A00353065	Organizational Services, Inc	P0066484	02/18/2025	02/18/2025		\$600.00	
	A00200053	Apple Computer Inc.	P0066513	02/24/2025	02/24/2025		\$1,627.67		
02/25/2025	A00200498	Office Depot	P0066529	02/25/2025	02/25/2025		\$438.79		
	A00200307	Farmer Bros. Company	P0066528	02/25/2025	02/25/2025		\$8,000.00		

# Taft College Purchase Order Activity Report

1-February-2025 through 28-February-2025

FY 24-25

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	02/26/2025	A00002482	May, James Patrick.	P0066542	02/26/2025	02/26/2025				\$50.00
				P0066543	02/26/2025	02/26/2025				\$100.00
				P0066544	02/26/2025	02/26/2025				\$315.00
		A00200498	Office Depot	P0066533	02/26/2025	02/26/2025				\$68.50
		A00307058	Minor, Leslie B.	P0066546	02/26/2025	02/26/2025				\$415.00
	02/27/2025	A00018310	Reynolds, David S.	P0066551	02/27/2025	02/27/2025				\$77.23
		A00200498	Office Depot	P0066550	02/27/2025	02/27/2025				\$58.43
										-----
							TOTAL USER			\$119,264.34
DMONTOYA	02/12/2025	A00337933	Sorenson Communications, LLC	P0066464	02/11/2025	02/11/2025				\$75,000.00
										-----
							TOTAL USER			\$75,000.00
DNAVARRO	02/24/2025	A00200498	Office Depot	P0066452	02/07/2025	02/07/2025				\$58.92
										-----
							TOTAL USER			\$58.92
DRIOS	02/06/2025	A00200862	Taft College Bookstore	P0066418	02/04/2025	02/04/2025				\$200.00
		A00201875	Amazon Capital Services	P0066419	02/04/2025	02/04/2025				\$3,000.00
	02/24/2025	A00200840	Ambrose, Brooke L.	P0066461	02/11/2025	02/11/2025				\$23.00
		A00200862	Taft College Bookstore	P0066504	02/19/2025	02/19/2025				\$243.04
		A00336148	Hernandez, Jovanni Jose.	P0066460	02/11/2025	02/11/2025				\$59.00
	02/25/2025	A00200862	Taft College Bookstore	P0066532	02/25/2025	02/25/2025				\$692.80
										-----
							TOTAL USER			\$4,217.84
DVOHNOUT	02/24/2025	A00335974	Daugherty, Devin	P0066522	02/24/2025	02/24/2025				\$1,710.16
										-----
							TOTAL USER			\$1,710.16
EHANEL	02/24/2025	A00200498	Office Depot	P0066509	02/20/2025	02/20/2025				\$3,001.04
										-----
							TOTAL USER			\$3,001.04
GRUIZ	02/06/2025	A00200862	Taft College Bookstore	P0066425	02/04/2025	02/04/2025				\$148.22
		A00062076	Barnachia, Kristy L.	P0066435	02/05/2025	02/05/2025				\$700.00
	02/24/2025	A00336435	Avendano Martinez, Carlos Da	P0066451	02/07/2025	02/07/2025				\$500.00
	02/25/2025	A00201875	Amazon Capital Services	P0066530	02/25/2025	02/25/2025				\$3,000.00

# Taft College Purchase Order Activity Report

1-February-2025 through 28-February-2025

FY 24-25

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00327542	Alvarado, Cecilia	P0066531	02/25/2025	02/25/2025				\$125.00
							TOTAL USER			\$4,473.22
JWHITE	02/12/2025	A00327973	The UPS Store	P0066387	01/29/2025	01/29/2025				\$275.00
	02/13/2025	A00327115	ABC Occupational Medical Cen	P0066478	02/13/2025	02/13/2025				\$15.00
	02/20/2025	A00200182	City of Taft Police Departme	P0066437	02/05/2025	02/05/2025				\$90.00
		A00200238	Department of Justice	P0066438	02/05/2025	02/05/2025				\$266.00
	02/24/2025	A00200360	Westec	P0066391	01/30/2025	01/30/2025				\$1,500.00
		A00308860	Popejoy, Noah Alan.	P0066390	01/30/2025	01/30/2025				\$99.00
		A00200862	Taft College Bookstore	P0066454	02/10/2025	02/10/2025				\$75.76
	02/25/2025	A00200182	City of Taft Police Departme	P0066479	02/13/2025	02/13/2025				\$60.00
	02/27/2025	A00201875	Amazon Capital Services	P0066552	02/27/2025	02/27/2025				\$75.50
							TOTAL USER			\$2,456.26
KSTEARMAN	02/18/2025	A00200428	Taft District Chamber of Com	P0066480	02/18/2025	02/18/2025				\$140.00
		A00274574	Penguin Random House LLC	P0066482	02/18/2025	02/18/2025				\$382.14
		A00312920	Vital Source	P0066489	02/18/2025	02/18/2025				\$5,000.00
	02/26/2025	A00227772	MBS Textbook Exchange, Inc.	P0066534	02/26/2025	02/26/2025				\$20,194.00
				P0066535	02/26/2025	02/26/2025				\$12,000.00
		A00280536	Kern Trophies	P0066537	02/26/2025	02/26/2025				\$108.25
							TOTAL USER			\$37,824.39
LMURPHY	02/04/2025	A00321724	Barker, Fred	P0066344	01/23/2025	01/23/2025				\$7,300.00
	02/06/2025	A00200862	Taft College Bookstore	P0066397	01/30/2025	01/30/2025				\$48.71
	02/24/2025	A00230466	Classic Charter, Inc.	P0066453	02/07/2025	02/07/2025				\$6,000.00
	02/25/2025	A00201875	Amazon Capital Services	P0066525	02/25/2025	02/25/2025				\$82.92
		A00325532	Executive Express Lines Inc.	P0066448	02/07/2025	02/07/2025				\$15,000.00
		A00323726	Central Valley Umpires Assn.	P0066474	02/12/2025	02/12/2025				\$12,600.00
	02/26/2025	A00259618	Taft College ASB General	P0066538	02/26/2025	02/26/2025				\$26,506.00
	02/27/2025	A00336291	Lagmay, Romeo	P0066553	02/27/2025	02/27/2025				\$124.00
				P0066554	02/27/2025	02/27/2025				\$520.00
		A00353336	LOS RIOS COMMUNITY COLLEGE D	P0066556	02/27/2025	02/27/2025				\$1,650.00
							TOTAL USER			\$69,831.63
LWHITE	02/03/2025	A00200862	Taft College Bookstore	P0066355	01/27/2025	01/27/2025				\$11,351.10
	02/04/2025	A00201875	Amazon Capital Services	P0066420	02/04/2025	02/04/2025				\$158.17
		A00200862	Taft College Bookstore	P0066352	01/27/2025	01/27/2025				\$745.70

**Taft College Purchase Order Activity Report**

**1-February-2025 through 28-February-2025**

**FY 24-25**

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
				P0066364	01/28/2025	01/28/2025	\$300.00			
	02/24/2025	A00200567	Mickelberry, Gracie	P0066477	02/13/2025	02/13/2025	\$1,012.00			
		A00250711	White, Alexcia R.	P0066476	02/13/2025	02/13/2025	\$1,052.00			
	02/26/2025	A00200498	Office Depot	P0066547	02/26/2025	02/26/2025	\$1,000.00			
							-----			
							TOTAL USER			\$15,618.97
MALVAREZ	02/04/2025	A00277399	Sundgren, Lori Anne.	P0066395	01/30/2025	01/30/2025	\$775.89			
		A00336843	Valadez, Jose A.	P0066408	02/03/2025	02/03/2025	\$81.00			
		A00337213	CCAMD	P0066411	02/03/2025	02/03/2025	\$1,667.47			
		A00351500	DJ KAOS & Entertainment	P0066407	02/03/2025	02/03/2025	\$2,000.00			
				P0066421	02/04/2025	02/04/2025	\$100.00			
				P0066423	02/04/2025	02/04/2025	\$100.00			
	02/06/2025	A00200161	CDW-G	P0066422	02/04/2025	02/04/2025	\$388.94			
		A00200862	Taft College Bookstore	P0066432	02/05/2025	02/05/2025	\$816.27			
		A00339371	Alvarez, Maximiliano	P0066410	02/03/2025	02/03/2025	\$583.00			
	02/07/2025	A00200161	CDW-G	P0066413	02/03/2025	02/03/2025	\$9,935.26			
	02/19/2025	A00200053	Apple Computer Inc.	P0066414	02/03/2025	02/03/2025	\$7,351.20			
	02/24/2025	A00200065	B & H Photo-Video, Inc.	P0066440	02/05/2025	02/05/2025	\$804.16			
		A00336843	Valadez, Jose A.	P0066402	02/03/2025	02/03/2025	\$36.00			
				P0066403	02/03/2025	02/03/2025	\$540.00			
				P0066405	02/03/2025	02/03/2025	\$36.00			
				P0066406	02/03/2025	02/03/2025	\$540.00			
				P0066409	02/03/2025	02/03/2025	\$324.00			
		A00339918	Walt Disney Travel Co., LLC	P0066401	02/03/2025	02/03/2025	\$3,538.00			
				P0066404	02/03/2025	02/03/2025	\$2,485.00			
		A00200498	Office Depot	P0066493	02/18/2025	02/18/2025	\$237.46			
		A00320892	Barnes Welding	P0066500	02/19/2025	02/19/2025	\$1,487.42			
		A00200064	B & B Surplus	P0066446	02/06/2025	02/06/2025	\$2,934.45			
		A00200016	4Imprint	P0066502	02/19/2025	02/19/2025	\$8,118.53			
				P0066503	02/19/2025	02/19/2025	\$6,779.31			
		A00200282	True Value Home Center	P0066507	02/20/2025	02/20/2025	\$500.00			
	02/27/2025	A00277399	Sundgren, Lori Anne.	P0066557	02/27/2025	02/27/2025	\$147.00			
							-----			
							TOTAL USER			\$52,306.36
MBLANCO	02/04/2025	A00201247	Duron, Candace A.	P0066415	02/03/2025	02/03/2025	\$186.20			
	02/24/2025	A00317357	Garcia, Amber Marie.	P0066518	02/24/2025	02/24/2025	\$100.00			
		A00200862	Taft College Bookstore	P0066434	02/05/2025	02/05/2025	\$6.50			
				P0066511	02/21/2025	02/21/2025	\$194.85			
		A00201875	Amazon Capital Services	P0066517	02/24/2025	02/24/2025	\$258.20			

# Taft College Purchase Order Activity Report

1-February-2025 through 28-February-2025

FY 24-25

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL C A
	02/28/2025	A00252942	TC Federal Financial Aid Cle	P0066561	02/28/2025	02/28/2025	\$4,227.00	
							-----	
							TOTAL USER	\$4,972.75
MMATTHEWS	02/06/2025	A00200425	Taft College	P0066439	02/05/2025	02/05/2025	\$468.64	
	02/24/2025	A00200655	Henry Schein, Inc.	P0066456	02/10/2025	02/13/2025	\$837.20	
		A00261766	Benco Dental Supply Co.	P0066449	02/07/2025	02/11/2025	\$1,214.56	
				P0066465	02/11/2025	02/18/2025	\$1,572.31	
	02/26/2025	A00200655	Henry Schein, Inc.	P0066548	02/26/2025	03/03/2025	\$2,704.68	
		A00261766	Benco Dental Supply Co.	P0066536	02/26/2025	03/03/2025	\$1,351.90	
	02/28/2025	A00261766	Benco Dental Supply Co.	P0066560	02/28/2025	03/05/2025	\$572.36	
							-----	
							TOTAL USER	\$8,721.65
MPAYNE	02/04/2025	A00200498	Office Depot	P0066424	02/04/2025	02/04/2025	\$59.47	
	02/24/2025	A00202979	Health First Corporation	P0066519	02/24/2025	02/24/2025	\$174.64	
		A00325895	Linde Gas & Equipment Inc.	P0066521	02/24/2025	02/24/2025	\$7,000.00	
		A00040528	Gardner, Gina LeeAnn.	P0066498	02/18/2025	02/18/2025	\$99.00	
							-----	
							TOTAL USER	\$7,333.11
MSILVEIRA	02/04/2025	A00200417	Sysco Food Service of Ventur	P0066426	02/04/2025	02/04/2025	\$30,000.00	
		A00201137	Adema, Lisa P.	P0066398	01/31/2025	01/31/2025	\$140.00	
	02/24/2025	A00200240	Dept. of Social Services	P0066444	02/06/2025	02/06/2025	\$1,210.00	
				P0066445	02/06/2025	02/06/2025	\$484.00	
	02/26/2025	A00201160	Hall Silveira, Margaret M.	P0066545	02/26/2025	02/26/2025	\$140.00	
							-----	
							TOTAL USER	\$31,974.00
MTOFTE	02/24/2025	A00200236	Demco	P0066505	02/20/2025	02/20/2025	\$178.32	
		A00261588	Smith, Terri Lynn.	P0066494	02/18/2025	02/18/2025	\$523.27	
							-----	
							TOTAL USER	\$701.59
MZERMENO	02/24/2025	A00201875	Amazon Capital Services	P0066463	02/11/2025	02/11/2025	\$547.91	
							-----	
							TOTAL USER	\$547.91
NFIGUEROA	02/06/2025	A00045424	Long, Sarah L.	P0066400	01/31/2025	01/31/2025	\$319.86	
		A00200991	Rowden, Tiffany L.	P0066394	01/30/2025	01/30/2025	\$26.10	
		A00200096	Board of Governors, CCC	P0066442	02/06/2025	02/06/2025	\$5,542.00	

# Taft College Purchase Order Activity Report

1-February-2025 through 28-February-2025

FY 24-25

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	02/27/2025	A00311324	CWDL, CPAs	P0066558	02/27/2025	02/27/2025				\$5,200.00
							TOTAL USER			\$11,087.96
SCRISS	02/04/2025	A00307058	Minor, Leslie B.	P0066399	01/31/2025	01/31/2025				\$400.00
							TOTAL USER			\$400.00
SGOMEZ	02/04/2025	A00200282	True Value Home Center	P0066356	01/27/2025	01/27/2025				\$450.15
	02/05/2025	A00200282	True Value Home Center	P0066417	02/04/2025	02/04/2025				\$86.31
	02/07/2025	A00200423	Taft City School District	P0066379	01/29/2025	01/29/2025				\$408.05
		A00200282	True Value Home Center	P0066416	02/04/2025	02/04/2025				\$75.72
	02/11/2025	A00200228	Dave's Glass Shop	P0066455	02/10/2025	02/10/2025				\$250.00
		A00200282	True Value Home Center	P0066457	02/10/2025	02/10/2025				\$49.01
		A00200400	Stinson's	P0066447	02/07/2025	02/07/2025				\$1,861.47
		A00200862	Taft College Bookstore	P0066458	02/10/2025	02/10/2025				\$675.37
		A00329149	WEX Bank	P0066441	02/06/2025	02/06/2025				\$1,125.69
	02/18/2025	A00200327	US Air Conditioning	P0066462	02/11/2025	02/11/2025				\$929.47
	02/24/2025	A00200017	A.P.I. Plumbing	P0066492	02/18/2025	02/18/2025				\$112.58
				P0066514	02/24/2025	02/24/2025				\$92.03
	02/25/2025	A00200282	True Value Home Center	P0066526	02/25/2025	02/25/2025				\$205.17
	02/26/2025	A00200311	Ferguson Enterprises, Inc.	P0066539	02/26/2025	02/26/2025				\$120.00
		A00244581	Independent Fire and Safety,	P0066541	02/26/2025	02/26/2025				\$136.50
							TOTAL USER			\$6,577.52
TBLANCO	02/06/2025	A00200043	American Express	P0066373	01/28/2025	01/28/2025				\$7,792.00
	02/18/2025	A00200862	Taft College Bookstore	P0066468	02/12/2025	02/12/2025				\$99.05
		A00285762	Association of Chief Busines	P0066495	02/18/2025	02/18/2025				\$630.00
	02/19/2025	A00350750	Giacomini, Michael	P0066496	02/18/2025	02/18/2025				\$1,606.26
	02/20/2025	A00263777	SWACC	P0066506	02/20/2025	02/20/2025				\$167.04
	02/24/2025	A00200360	Westec	P0066491	02/18/2025	02/18/2025				\$37,642.50
				P0066469	02/12/2025	02/12/2025				\$65,874.38
	02/25/2025	A00257716	Capitol Public Finance Group	P0066523	02/25/2025	02/25/2025				\$5,775.00
		A00270674	Public Agency Law Group	P0066524	02/25/2025	02/25/2025				\$340.00
		A00352636	ESS Consultant	P0066516	02/24/2025	02/24/2025				\$13,500.00
	02/26/2025	A00200043	American Express	P0066540	02/26/2025	02/26/2025				\$19,237.16
							TOTAL USER			\$152,663.39



**West Kern Community College District  
Board of Trustees Meeting  
March 12, 2025**

**A. Academic Employment**

**1. Faculty Development Assignments**

Item	Name	Assignment	Hourly Rate	Total Amount Not to Exceed	Effective Date

**2. Faculty Extra Duty Assignments**

Item	Name	Assignment	Stipend	Effective Date
a.	Bogel, Darcy	Extra Duty: AB928-Coordinating SingleGeneral Ed and ADT	\$90.50/hour	2/21/2025
b.	Bogle, Darcy	Extra Duty - MESA Counselor	\$90.50/hour	2/25/2025
c.	Daley, Pearl	Extra Duty: AB928-Coordinating SingleGeneral Ed and ADT	\$90.50/hour	2/21/2025
d.	Jacobi, Victoria	Extra Duty - MESA Counselor	\$90.50/hour	2/25/2025
e.	Oja, Michelle	Extra Duty: AB928-Coordinating SingleGeneral Ed and ADT Extra Duty: ZTC Acceleration- Admin of Justice OER	\$90.50/hour	2/21/2025
f.	Raber, Tabitha	Content Development and Curating	\$6,000.00	2/10/2025
g.	Rangel-Escobedo, Juana	Extra Duty: AB928-Coordinating SingleGeneral Ed and ADT	\$90.50/hour	2/21/2025

**3. Faculty and Adjunct Assignments**

Item	Name	Assignment	Hourly Rate	Effective Date
a.	Finn, Mary Alice	TUHS Personnel CAPP Outreach Activities	\$90.50	2/1/2025
b.	Long, Sarah	TUHS Personnel CAPP Outreach Activities	\$90.50	2/1/2025
c.	Murillo, Lilia	TUHS Personnel CAPP Outreach Activities	\$90.50	2/1/2025
d.	Sutherland, Tammy	TUHS Personnel CAPP Outreach Activities	\$90.50	2/1/2025
e.	White, Jacquelyn	TUHS Personnel CAPP Outreach Activities	\$90.50	2/1/2025

**4. Coaching Assignments**

Item	Name	Assignment	Stipend Amount	Effective Date

**West Kern Community College District  
Board of Trustees Meeting  
March 12, 2025**

**B. Non-Academic Employment**

**1. Classified**

Item	Name	Assignment	Range/ Step	FTE	Hourly Rate	Effective Date
a.	Gomez, Yareli	Substitute Driver	10/F	NA	\$25.67	1/21/2025
b.	Mizener, Ronald	Substitute Driver	10/F	NA	\$25.67	1/21/2025
c.	Olejniak, Matthew	Substitute Driver	10/F	NA	\$25.67	1/21/2025
d.	Walters, Daniel	Substitute Driver	10/F	NA	\$25.67	1/21/2025

**2. Administration**

Item	Name	Assignment	Range/ Step	FTE	Rate	Effective Date
a.	Giacomini, Michael	Vice President of Administrative Services	25/5	100.0%	\$17,058.67	3/1/2025

**3. Confidential**

Item	Name	Assignment	Range/ Step	FTE	Rate	Effective Date

**West Kern Community College District  
Board of Trustees Meeting  
March 12, 2025**

**C. Separations**

**1. Academic**

<b>Item</b>	<b>Name</b>	<b>Assignment</b>	<b>Retired?</b>	<b>Effective Date</b>
a.	Blake, Paul	Professor, Sciences & Mathematics	Yes	8/2/2025

**2. Classified**

<b>Item</b>	<b>Name</b>	<b>Position</b>	<b>Retired?</b>	<b>Effective Date</b>
a.	Montoya, Raul, Jr.	Direct Support Coordinator	No	02/202025

**3. Administration**

<b>Item</b>	<b>Name</b>	<b>Position</b>	<b>Retired?</b>	<b>Effective Date</b>
a.	Tweedy, Allisa	STEM & CTE Activities Coordinator	No	3/13/2025

**4. Confidential**

<b>Item</b>	<b>Name</b>	<b>Position</b>	<b>Status</b>	<b>Effective Date</b>

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED  
BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1  
REVENUE ACCOUNTS FISCAL YEAR 2024-2025**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	28,451,850	28,451,850	20,694,256	0	7,757,594
8800	Local Revenues	8,359,925	8,360,025	3,154,282	0	5,205,743
8900	Other Financing Sources	0	0	225	0	-225
<b>Summary</b>		<b>\$ 36,811,775</b>	<b>\$ 36,811,875</b>	<b>\$ 23,848,763</b>	<b>\$ -</b>	<b>\$ 12,963,112</b>

**West Kern Community College District General Fund Unrestricted  
 Budgeted Sources of Funds at Account Level 1  
 Expenditure Accounts Fiscal Year 2024-2025  
 For the Month Ending February 28, 2025**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	11,767,887	11,606,806	7,508,076	0	4,098,730
2000	Classified & Other Nonacademic Sala	7,141,066	7,322,194	4,374,121	0	2,948,073
3000	Employee Benefits	10,658,488	10,594,551	5,364,006	148,045	5,082,501
4000	Supplies and Materials	502,002	494,898	204,688	65,280	224,930
5000	Other Operating Expenses & Services	5,156,591	5,210,111	2,606,986	692,491	1,910,634
6000	Capital Outlay	567,107	564,582	62,086	34,600	467,895
7000	Other Outgo	111,000	111,000	33,176	57,784	20,040
7200	Transfers	1,120,931	1,120,931	116319.96	26.1	1,004,585
		<b>\$ 37,025,072</b>	<b>\$ 37,025,072</b>	<b>\$ 20,269,458</b>	<b>\$ 998,226</b>	<b>\$ 15,757,388</b>

**Disbursement Register of Expenditures Greater than \$10,000  
for the Month of February 2025**

Check Number	Check Date	Vendor Name	Description	Net Amount
78072825	02/18/2025	Sysco Food Service of Ventura	Open PO for food only	10,204.42
78073225	02/28/2025	Taft College Bookstore	Student Supplies	11,351.10
78072805	02/18/2025	FFP Fund V Lessee1, LLC	Fore Front Power - Solar Energy	12,431.89
78073224	02/28/2025	Sysco Food Service of Ventura	Open PO for food only	12,697.05
78072768	02/07/2025	Michael Giacomini	Consultant Fees for January-June 2025	20,834.00
78073186	02/28/2025	AARP Health Care Options	2024-25 AARP District Paid Retiree Health Supplem	22,184.60
78073121	02/25/2025	Jitterbit, Inc.	24-25 Renewal 1/19/25-1/18/26	22,969.69
78073147	02/25/2025	United Healthcare Insurance Company	2024-25 District Paid Retiree Supp RX Plan	29,263.32
78073147	02/25/2025	United Healthcare Insurance Company	2024-25 District Paid Retiree Supp RX Plan	29,959.68
78073131	02/25/2025	Salesforce.org, Inc	24-25 renewal 1/6/25-1/5/26	33,990.00
78072789	02/07/2025	Westec	Invoice #29070-January Contract Fees	37,642.50
78073239	02/28/2025	Westec	Contract Fees-Invoice #29092	37,642.50
78073215	02/28/2025	P. G. & E.	P.G.E - District 24/25 Electric Charges	37,991.33
78073239	02/28/2025	Westec	Invoice #29082-Contract Fees for February	65,874.38
78073235	02/28/2025	West Kern Adult Education Network JPA	2024-25 AEBG Pass-through to WKAEN	83,306.52

**468,342.98**

**ASO**  
**Balance Sheet**  
As of February 28, 2025

Feb 28, 25

**ASSETS**

Current Assets

Checking/Savings

ASO Safe1 109,921.92

ASO Safe1 - Savings 144.10

Total Checking/Savings 110,066.02

Total Current Assets 110,066.02

**TOTAL ASSETS 110,066.02**

**LIABILITIES & EQUITY**

Equity

Restricted Funds

ASO General - Operating 25,777.60

Athletics 11,745.71

Baseball Club 1,506.04

Best Buddies 4,392.44

Circle K Club 329.00

Cougar Pride Club 1,482.45

DH Class of 2025 697.20

DH Club General 533.97

ECE 2,598.99

Golf Club Mens 422.54

Golf Club Womens 1,121.25

Intersivity Club 1,543.19

NSLS Club 3,128.22

Performing Arts 2,402.62

Soccer Club - Mens 11,614.09

Soccer Club - Womens 8.16

Social Science/ Research 21.47

Softball Club 2,121.79

STEM 1,525.76

TC Cares 609.00

TIL Reunion 1,461.73

Uniform Replacement 30,167.86

Veterans Club 1,639.91

Women's Athletic Club 945.32

Women's Basketball Club 2,269.71

Total Restricted Funds 110,066.02

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

USER NAME  
 Miriam Dagnino  
 SUBMIT DATE  
 Feb 21, 2025 02:46:11PM  
 PROCESS DATE  
 NOT PROCESSED AT  
 THIS TIME  
 DEPT NO.  
 0886  
 EROD NO.  
 654283

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE  
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL  
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$139,229.17

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$58,263.72	\$58,263.72
RESTRICTED FUNDS	84097	0886	5490	\$55,875.63	\$55,875.63
CHILD DEVELOPMENT	84496	0886	5490	\$18,824.09	\$18,824.09
TIL	84697	0886	5490	\$869.28	\$869.28
CAFETERIA	84699	0886	5490	\$5,396.45	\$5,396.45

TOTAL DEPOSIT: \$139,229.17

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$139,229.17 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00**  
 NOTES: Deposit #250087

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: 00/00/0000 To 99/99/9999  
 Transaction Number from: 250087 To 250087  
 Date entered from: 00/00/0000 To 99/99/9999

J26961 DC0100 L.00.01 02/21/25 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL DESCR				
250087	02/21/2025	02/21/2025	WKCCD Deposit			
				ENTERED BY: MXDB		UNAPPROVED
1.	78	INSURANCE REIMBURSMENTS	11000-412-8876-67300		711.93	N
2.	78	WEST KERN OPEB	11000-412-5990-73900		47,250.00	N
3.	78	FEEs	11000-000-9526-00000		8,326.75	N
4.	78	Court Restitution	11000-000-8985-00000		70.92	N
5.	78	TRANSCRIPT FEES	11000-000-8879-00000		400.90	N
6.	78	Reimb.	11000-207-4310-08352		1,503.22	N
7.	78	CDTC UNITS	12427-210-8699-69200		8,096.00	N
8.	78	DENTAL HYGIENE CLINIC REVENUE	12650-205-8892-12042		525.00	N
9.	78	FEDERAL WORK STUDY(FWP)	12401-353-8153-64600		18,902.59	N
10.	78	FWS ADMIN ALLOWANCE	12401-353-8151-64600		943.41	N
11.	78	LIBRARY PROGRAMS	12201-203-8892-61200		1,241.35	N
12.	78	FOUNDATION SALARIES	12000-114-8892-70999		10,360.74	N
13.	78	CTE Grant	12564-223-8659-00000		5,969.00	N
14.	78	WEST KERN CCD	12681-223-2110-60103		9,837.54	N
15.	78	CAFETERIA SALES	32000-422-8841-69400		5,396.45	N
16.	78	CC GENERAL	33428-310-8621-69200		1,179.80	N
17.	78	CC STATE PRESCHOOL	33528-310-8621-69200		1,179.81	N
18.	78	CC EARLY HEAD START	33700-310-8892-69200		14,104.86	N
19.	78	CC MIGRANT BILINGUAL	33591-310-8621-69200		1,179.81	N
20.	78	CC MIGRANT ED GRANT	33588-310-8621-69200		1,179.81	N
21.	78	TIL	39000-312-8699-64991		869.28	N
				TOTAL AMOUNT	139,229.17	*
				DISTRICT TOTAL	139,229.17	**
				GRAND TOTAL	139,229.17	***

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

USER NAME  
 Miriam Dagnino  
 SUBMIT DATE  
 Feb 21, 2025 02:19:10PM  
 PROCESS DATE  
 NOT PROCESSED AT  
 THIS TIME  
 DEPT NO.  
 0886  
 EROD NO.  
 654271

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 **\$65,994.80**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$65,994.80	\$65,994.80

TOTAL DEPOSIT: **\$65,994.80**

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$65,994.80 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00**  
 NOTES: Deposit #250086

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: 00/00/0000 To 99/99/9999  
 Transaction Number from: 250086 To 250086  
 Date entered from: 00/00/0000 To 99/99/9999

J26920 DC0100 L.00.01 02/21/25 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
250086	02/21/2025	02/21/2025	WKCCD Deposit			
1.	78	Student Receipts		11000-000-9161-00000		
				ENTERED BY: MXDB		
				UNAPPROVED	65,994.80	N
				TOTAL AMOUNT	65,994.80	*
				DISTRICT TOTAL	65,994.80	**
				GRAND TOTAL	65,994.80	***

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

USER NAME  
 Miriam Dagnino  
 SUBMIT DATE  
 Feb 21, 2025 02:14:58PM  
 PROCESS DATE  
 NOT PROCESSED AT  
 THIS TIME  
 DEPT NO. 0886  
 EROD NO.  
 654270

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 \$3,381.47

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$3,381.47	\$3,381.47

TOTAL DEPOSIT: \$3,381.47

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$3,381.47 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT  
 CARD: \$0.00  
 NOTES: Deposit #250085**

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: 00/00/0000 To 99/99/9999  
Transaction Number from: 250085 To 250085  
Date entered from: 00/00/0000 To 99/99/9999

J26912 DC0100 L.00.01 02/21/25 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
250085	02/21/2025	02/21/2025	WKCCD Deposit			
1.	78	Bookstore Sales		31000-423-8841-69100		
				ENTERED BY: MXDB	UNAPPROVED	
				TOTAL AMOUNT	3,381.47	N
					3,381.47	*
				DISTRICT TOTAL	3,381.47	**
				GRAND TOTAL	3,381.47	***

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

USER NAME  
 Miriam Dagnino  
 SUBMIT DATE  
 Feb 28, 2025 01:36:30PM  
 PROCESS DATE  
 NOT PROCESSED AT  
 THIS TIME  
 DEPT NO. 0886  
 EROD NO. 654827

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 **\$6,756.96**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$742.40	\$742.40
RESTRICTED FUNDS	84097	0886	5490	\$750.00	\$750.00
CHILD DEVELOPMENT	84496	0886	5490	\$3,617.30	\$3,617.30
TIL	84697	0886	5490	\$235.70	\$235.70
CAFETERIA	84699	0886	5490	\$1,411.56	\$1,411.56

TOTAL DEPOSIT: **\$6,756.96**

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$6,756.96 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00**  
 NOTES: Deposit #250090

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: 00/00/0000 To 99/99/9999  
 Transaction Number from: 250090 To 250090  
 Date entered from: 00/00/0000 To 99/99/9999

J30923 DC0100 L.00.01 02/28/25 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
250090	02/28/2025	02/28/2025	WKCCD Deposit			
				ENTERED BY: MXDB		UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	742.40	N
2.	78	DENTAL HYGIENE CLINIC REVENUE		12650-205-8892-12042	750.00	N
3.	78	CAFETERIA SALES		32000-422-8841-69400	1,411.56	N
4.	78	CIL & Fed Reimbursement		33429-310-8159-69250	3,427.22	N
5.	78	CC CHILD CARE FOOD		33429-310-8621-69250	190.08	N
6.	78	Kern Regional Training		39000-314-2150-64991	235.70	N
				TOTAL AMOUNT	6,756.96	*
				DISTRICT TOTAL	6,756.96	**
				GRAND TOTAL	6,756.96	***

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

USER NAME  
 Miriam Dagnino  
 SUBMIT DATE  
 Feb 28, 2025 01:27:10PM  
 PROCESS DATE  
**NOT PROCESSED AT THIS TIME**  
 DEPT NO. 0886  
 EROD NO. 654825

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$2,063.69**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$2,063.69	\$2,063.69

TOTAL DEPOSIT: **\$2,063.69**

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$2,063.69 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00**  
 NOTES: Deposit #250089

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: 00/00/0000 To 99/99/9999  
Transaction Number from: 250089 To 250089  
Date entered from: 00/00/0000 To 99/99/9999

J30916 DC0100 L.00.01 02/28/25 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
250089	02/28/2025	02/28/2025	WKCCD Deposit			
1.	78	Student Receipts		11000-000-9161-00000		
				ENTERED BY: MXDB		UNAPPROVED
				TOTAL AMOUNT	2,063.69	N
					2,063.69	*
				DISTRICT TOTAL	2,063.69	**
				GRAND TOTAL	2,063.69	***

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

USER NAME  
 Miriam Dagnino  
 SUBMIT DATE  
 Feb 28, 2025 01:23:44PM  
 PROCESS DATE  
 NOT PROCESSED AT  
 THIS TIME  
 DEPT NO. 0886  
 EROD NO.  
 654824

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE  
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL  
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$4,417.31

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$4,417.31	\$4,417.31

TOTAL DEPOSIT: \$4,417.31

**GENERAL DEPOSIT NOTES:**

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$4,417.31 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT  
 CARD: \$0.00  
 NOTES: Deposit #250088**

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: 00/00/0000 To 99/99/9999  
Transaction Number from: 250088 To 250088  
Date entered from: 00/00/0000 To 99/99/9999

J30911 DC0100 L.00.01 02/28/25 PAGE 1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT	A/R
LN.	DI	DETAIL	DESCR			
250088	02/28/2025	02/28/2025	WKCCD Deposit			
1.	78	Bookstore Sales		31000-423-8841-69100		
				ENTERED BY: MXDB	UNAPPROVED	
				TOTAL AMOUNT	4,417.31	N
					4,417.31	*
				DISTRICT TOTAL	4,417.31	**
				GRAND TOTAL	4,417.31	***

**WEST KERN COMMUNITY COLLEGE DISTRICT**

**Travel Period: 02/01/2025-02/28/2025**

<b>Employee</b>	<b>Event/Purpose</b>	<b>Location</b>	<b>Travel Start Date</b>	<b>Travel End Date</b>	<b>Estimated Cost</b>	<b>Processing Date</b>
Lopez, Jaime	Association of California Community College Administrators	Monterey, CA	2/18/2025	2/21/2025	\$ 1,890.48	2/18/2024
Lopez, Jaime	Association of California Community College Administrators	Monterey, CA	2/18/2025	2/21/2025	\$ 1,890.48	1/9/2025
Minor, Leslie	Community College CEO AI Leadership Bootcamp	Newport Beach, CA	2/21/2025	2/23/2025	\$ 1,906.46	1/15/2025
Roth, Rebecca	CLASS Training	Bakersfield, CA	2/25/2025	2/27/2025	\$ -	1/16/2025
Oja, Michelle	IEPI/PRT Visit #1	San Francisco, CA	2/5/2025	2/5/2025	\$ 723.06	1/21/2025
Lytle, Steve	Tule Elk Fieldtrip	Tupman, CA; BV Lake	2/4/2025	2/4/2025	\$ 87.10	1/31/2025
Kulzer-Reyes, Kelly	Master Plan for Developmental Services	Virtual	2/12/2025	2/12/2025	\$ -	1/31/2025
Beasley, Michelle	South High School Black History Cultural Fair	Bakersfield, CA	2/5/2025	2/5/2025	\$ -	1/31/2025
Beasley, Michelle	Presenting the Noncredit, Pre-Transfer, & Cont.	Cuesta College	2/1/2025	2/1/2025	\$ -	1/31/2025
Various	TIL Disney Trip	Anaheim, CA	2/26/2025	2/26/2025	\$ -	1/31/2025
Lagmay, Romeo	Bakersfield Jockey Club Presentation	Bakersfield, CA	2/4/2025	2/4/2025	\$ 15.00	2/7/2025
Cutrona, Angelo	Soccer Tournament/Recruitment	Las Vegas, NV	2/15/2025	2/17/2025	\$ -	2/7/2025
Gonzalez, Roberto	Soccer Tournament/Recruitment	Las Vegas, NV	2/15/2025	2/17/2025	\$ -	2/7/2025
Velazquez, Ernesto	Soccer Tournament/Recruitment	Las Vegas, NV	2/15/2025	2/17/2025	\$ -	2/7/2025
Duron, Candace	Apprenticeship Expansion Regional Meeting	Los Angeles, CA	2/21/2025	2/21/2025	\$ 186.20	2/7/2025
Hall-Silveira, Meghan	Part 2 of 3 Leadership Training - ECE Focus with KCSOS	Bakersfield, CA	2/7/2025	2/7/2025	\$ 65.40	2/7/2025
Barnachia, Kristy	VRC Outreach for Spring 2025	Kern County	2/5/2025	5/30/2025	\$ 700.00	2/7/2025
Valadez, Jose	US San Diego Campus Tour	La Jolla, CA	2/20/2025	2/21/2025	\$ 1,351.43	2/10/2025
Paredes, Brian	UC San Diego Campus Tour	La Jolla, CA	2/20/2025	2/21/2025	\$ 59.00	2/13/2025
Lagmay, Romeo	Conference Coaches Meeting	Visalia, CA	2/22/2025	2/22/2025	\$ -	2/26/2025
Sanchez, Dimas	UC San Diego Campus Tour	La Jolla, CA	2/20/2025	2/21/2025	\$ 59.00	2/26/2025
Gonzalez, Alee	UC San Diego Campus Tour	La Jolla, CA	2/20/2025	2/21/2025	\$ 59.00	2/26/2025
Andrade, Sofia	UC San Diego Campus Tour	La Jolla, CA	2/20/2025	2/21/2025	\$ 59.00	2/26/2025