

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING

August 10, 2016

Cougar Room
(Access Through the Library Entrance)

5:00 p.m.

29 Cougar Court
Taft, California 93268

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

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

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

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

1. **Agenda Items.** If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of three (3) minutes. Time limitations are at the discretion of the Board President.
2. **Non-Agenda Items.** Individuals have an opportunity to address the Board during the period set aside for Public Comment on Items of General Interest on topics within the subject matter jurisdiction of the Board **not** listed on the agenda. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.

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

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

1. CALL TO ORDER

2. PUBLIC COMMENT ON CLOSED SESSION ITEMS

3. ADJOURN TO CLOSED SESSION

A. Public Employee Appointment/Employment, Government Code Section 54957

ADJOURN TO CLOSED SESSION (continued):

- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release/Reassignment, Government Code Section 54957
- D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
- E. Conference with Real Property Negotiators - Property: IPN # 032-010-8
Agency Negotiator: Superintendent/President

4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS

5. PLEDGE OF ALLEGIANCE

6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS

7. GENERAL COMMUNICATIONS

8. SPECIAL PRESENTATION

Kern County Board of Education Certificate of Recognition and Appreciation to Trustee Billy White for Fifteen Years of Distinguished Service

9. QUARTERLY INVESTMENT REPORT

10. APPROVAL OF MINUTES - Regular Meeting Held July 13, 2016

11. NEW BUSINESS:

- A. Request for Approval - Resolution #2016/17-08 in Support of Kindergarten through Community College Public Education Facilities Bond Act of 2016
- B. First Reading - Updated Board Policy #5500 - Standards of Student Conduct
- C. Second Reading and Request for Approval - Updated Board Policies

#1200 - District Mission

#2010 - Board Membership

#2710 - Conflict of Interest

#3520 - Local Law Enforcement

#5140 - Disabled Student Programs and Services

#7600 - College Police Departments or Campus Security Officers

#7700 - Whistle Blower Protection

12. CONSENT AGENDA (Items A - T)

- A. Review of the California Community College Financial Status Report (CCFS-311Q) for the 4th Quarter of the Year Ending June 30, 2016
- B. Request for Approval - 2017 Enrollment Priorities Registration Schedule
- C. Request for Ratification - Adoption of Rules and Regulations Relating to the WKCCD Student Trustee, June 1, 2016 - May 31, 2017
- D. Request for Approval - Nomination of the Superintendent/President to Serve as the District's Representative to the City of Taft's Oversight Board to the Taft Successor Agency (Previously Referred to as the Redevelopment Agency)
- E. Request for Approval - Agreement with the Foundation for California Community Colleges (FCCC) to Provide Microsoft Campus Agreement With Computerland Silicon Valley, 9/16/16 - 9/16/17, \$28,465.00
- F. Request for Approval - Employees Training Resource (ETR) Annual Renewable Contract, Effective Upon Approval through 6/30/17, Eligible Student Fees Reimbursed by ETR in an Amount Not to Exceed \$40,000.00
- G. Request for Approval - Agreement with AMS.NET for Technical Support Coverage Quote #Q-00010605, CISCO Network Hardware, Terms Vary by Equipment - Total \$19,092.90
- H. Request for Approval - Agreement with AMS.NET for Quote #Q-00005476 to Provide 20 Hours of Technical Network Support, \$3,400.00
- I. Request for Ratification - Annual Renewal of IBM SPSS Statistics Base Concurrent User Subscription and Support (Quote #17248503), 8/2/16 - 8/31/17, \$10,690.40
- J. Request for Approval - Renewal Agreement (Quote #120055185-1) with DAI Source for IBM Cognos (Report Writer) License, 9/1/16 - 10/31/17, \$8,187.11
- K. Request for Approval - 2016-19 Scrip-Safe Maintenance & Support Agreement (Diploma Software), Three Year Term, \$750.00
- L. Request for Ratification - Facilities Use Agreement with the West Side Recreation and Park District for the Natatorium to be Utilized for the Taft College's Summer STEM Camp, July 28, 2016, \$125.00
- M. Request for Approval - 2016/17 Agreement with Golden State Modified Community Correctional Facility (MCCF) to Provide High School Equivalency Testing Services, 8/15/16 - 6/30/17, \$125.00 for Individual Test per Applicant, \$25.00 per Single, and \$15.00 Retests, Plus \$0.54 per Mile to and from the Facility

CONSENT (continued):

- N. Request for Approval – 2016/17 Agreement with Taft Correctional Institution (MTC) to Provide High School Equivalency Testing Services, 8/15/16 – 6/30/17, \$140.00 per Applicant for Full Battery (four exams), \$35.00 per Single, and \$15.00 Retests
- O. Request for Approval – 2016/17 Agreement with Taft Modified Community Correctional Facility (MCCF) to Provide High School Equivalency Testing Services, 8/15/16 – 6/30/17, \$125 per Applicant for Full Battery (five exams), \$25.00 per Single, \$15.00 Retests
- P. Request for Approval – Agreement with CAKE Corporation for purchase of Point-of-Sale System for Cafeteria and a 24-month term of Service Access and Support, Purchase Total of \$2,760.88 and Monthly Service Fee of \$49.00, Service Begins Upon Purchase
- Q. Request for Ratification – Individual Contractor Agreement with Lucille E. Holt for Consultation with West Kern Adult Education Network Regarding Grant Reporting, Administration and Budgets, 8/1/16 – 6/30/17, \$75.00 per Hour (Not to Exceed \$18,000.00)
- R. Request for Approval – Agreement with GeoGebra for Dynamic and Static Licensing Materials, 8/15/16 – 8/14/17, \$417.60
- S. Ratification of the July 2016 Vendor Check & Purchase Order Registers
- T. Routine Personnel Items:
 - 1. Request for Conference Attendance and Expenses as of August 3, 2016

13. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

14. REPORTS:

- A. Financial Reports (for information):
 - 1. Revenue Accounts (Account Level 1) FY 2016/17
 - 2. Expenditure Accounts (Account Level 1) FY 2016/17
 - 3. Expenditure Detail of \$10,000.00 or Greater, July 2016
 - 4. Student Organization and Special Accounts, July 2016
 - 5. Funds Deposited in County Treasury, July 2016
 - 6. Investments Held at Deutsche Bank Trust Company and The Bank of New York Mellon 7/1/15 – 6/30/16
- B. Trustee Reports
- C. Academic Senate Report
- D. Reports from Staff and Student Organizations

15. REPORT OF THE SUPERINTENDENT

16. EMPLOYMENT

- A. Academic Employment (Appendix I)
- B. Classified Supervisory Employment (Appendix II)
- C. Classified Employment (Appendix II)
- D. Resignations and Retirements (Appendix II)
- E. Request to Recruit Open Positions (Appendix II)

17. NEXT MEETING DATE

A special meeting will be held on Friday, August 26, 2016 at 8:30 a.m. for the purpose of a Board Retreat.

The next regular meeting is scheduled for Wednesday, September 14, 2016, at 5:00 p.m.

18. CONTINUATION OF CLOSED SESSION (If Necessary)

19. ADJOURNMENT

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

REGULAR MEETING

July 13, 2016

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:12 p.m. by President Billy White. Secretary Kal Vaughn and Trustees Emmanuel Campos and Michael Long were also present. Trustee Dawn Cole was absent. Interim Superintendent/President Brock McMurray and Executive Secretaries Shelley Klein and Sarah Criss were also in attendance.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:13 p.m. it was moved by Trustee Long, seconded by Trustee Campos and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

- A. Public Employee Appointment/Employment, Government Code Section 54957
- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release/Reassignment, Government Code Section 54957
- D. Conference with Labor Negotiators (Government Code Section 54957.6) Agency Designated Representative: Board President
Unrepresented Employee: Superintendent/President
- E. Conference with Real Property Negotiators - Property: IPN # 032-010-8
Agency Negotiator: Interim Superintendent/President

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 5:59 p.m., it was moved by Trustee Long, seconded by Trustee Vaughn and unanimously carried, to reconvene in Public Session. President White reported that no action was taken during Closed Session.

PLEDGE OF ALLEGIANCE

President White led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

GENERAL COMMUNICATIONS

Interim Superintendent/President Brock McMurray introduced Taft Police Chief Ed Whiting. Chief Whiting addressed the Board regarding recent state legislation (SB 107) that requires district approval for any individual with a permit to carry a concealed weapon (CCW) on district property. He urged the Board to consider taking action to establish such a process. Chief Whiting voiced his support of the District allowing CCW permit holders to continue carrying concealed weapons in accordance with the law.

APPROVAL OF MINUTES

On a motion by Trustee Campos, seconded by Trustee Long and unanimously carried, the minutes of the Special Meeting held June 1, 2016 and the Regular Meeting held June 8, 2016 were approved.

NEW BUSINESS

Three Year Contract with Dr. Debra S. Daniels to Serve as West Kern Community College Superintendent/President

The three-year contract with Dr. Debra S. Daniels to serve as Superintendent/President was presented. Mr. McMurray noted a correction on page 4, section #9, indicating that the Superintendent/President's daily salary rate would be calculated by dividing the annual amount by 223 days (not 224 days as indicated in the board packet). Terms include an annual salary of \$200,000.00 with an annual doctoral stipend of \$3,566.07. Annual allowances include: housing - \$10,000.00, automobile - \$7,800.00, and technology - \$2,400.00. Dr. Daniels will begin in her new position on July 18, 2016. On a motion by Trustee Vaughn, seconded by Trustee Long and unanimously carried, the three year contract with Dr. Debra Daniels to serve as the WKCCD Superintendent/President was approved (copy of corrected contract is attached to official minutes).

Collective Bargaining - Public Hearing and Approval (B-E):

PUBLIC HEARING - Collective Bargaining Items B-E

Mr. McMurray reviewed that the first presentation of the initial collective bargaining proposals took place at the meeting held June 8th. The proposals require two presentations including a public hearing. Accordingly, at 6:15 p.m. it was moved by Trustee Campos, seconded by Trustee Long and unanimously carried, that the Board enter into a public hearing to discuss the District's initial collective bargaining proposals (agenda items B-E). President White called for public comments. No comments were heard and the public meeting was declared closed at 6:16 p.m.

On a motion by Trustee Campos, seconded by Trustee Vaughn and unanimously carried, items B-E (listed as follows) were approved (copies of the initial proposals attached to official minutes):

NEW BUSINESS (continued):

- B. Taft College Faculty Association Collective Bargaining Re-Opener Proposal with the WKCCD for the 2016-17 Year**
- C. Taft College Classified Employee Association (CSEA - Chapter #543) Collective Bargaining Re-Opener with the WKCCD**
- D. WKCCD Collective Bargaining Re-Opener Proposal with the Taft College Faculty Association for the 2016-17 Year**
- E. WKCCD Collective Bargaining Re-Opener Proposal with the Taft College Classified School Employee Association (CSEA - Chapter #543) for the 2016-17 Year**

Second Reading - Memorandum of Understanding with the Taft College Faculty Association Regarding Compensation for Transition to Canvas Online Learning Management System

Mr. McMurray reported that the proposed MOU had been reached through the interest-based bargaining process with the TC Faculty Association regarding compensation for faculty during the transition to the Canvas learning management system. The MOU establishes that full time faculty who develop and teach an online/hybrid course in Canvas no later than Summer Session 2017 shall be eligible to receive two (2) units of salary credit or a \$700 stipend. Adjunct faculty who develop and teach an online/hybrid course in Canvas shall be eligible to receive a \$700 stipend. This item was first presented at the June 8th regular board meeting. On a motion by Trustee Long, seconded by Trustee Campos and unanimously carried, the MOU with the Faculty Association was approved (copy attached to the official minutes).

WKCCD 2018-2023 Capital Outlay Plan

The WKCCD 2018-23 Capital Outlay Plan is required by the CCC Chancellor's Office. The plan details the District's capital construction for a five-year period commencing with the next proposed year of funding. The plan provides the Chancellor's Office a complete picture of the capital outlay projects for the districts, enabling the Chancellor's Office to make informed decisions regarding project priorities for state funding (copy attached to the official minutes).

Update of Policies and Administrative Procedures (No Action)

Mr. McMurray presented an annual update of all reviews and revisions to Board Policies and Procedures that were made during the 2015/16 year as required by Board Policy #2410. In total there were 70 Board Policies and 54 Administrative Procedures reviewed and/or updated (copy attached to official minutes).

NEW BUSINESS (continued):

Resolution #2016/17-01 - Consolidation of the Election

Mr. McMurray reviewed that Resolution #2016/17-01 establishes that WKCCD election items will be combined with other district, city, county or other political subdivisions in an election (which will provide a cost savings). On a motion by Trustee Long, seconded by Trustee Campos and unanimously carried, Resolution #2016/17-01 - Consolidation of the Election was approved (copy attached to the official minutes).

Resolution #2016/17-02 - Candidates' Statements

Mr. McMurray reported that Resolution #2016/17-02 establishes that all WKCCD Board of Trustee Candidates' Statements to be printed in the election sample ballots will be paid by the candidates themselves. This includes the printing, handling, and mailing of materials to voters. On a motion by Trustee Campos, seconded by Trustee Vaughn and unanimously carried, the resolution declaring that candidate statement fees will be paid by candidates was approved (copy attached to the official minutes).

Resolution #2016/17-03 - Tie Breaking Procedures

Mr. McMurray reported that Resolution #2016/17-03 establishes the District tie breaking procedure prior to the date of the election. In the case of a tie, the winner would be decided by lot. A tie would not result in a runoff election. On a motion by Trustee Vaughn, seconded by Trustee Long and unanimously carried, the resolution was approved (copy attached to the official minutes).

First Reading - Updated Board Policies (No Action)

- #1200 - District Mission
- #2010 - Board Membership
- #2710 - Conflict of Interest
- #3520 - Local Law Enforcement
- #5140 - Disabled Student Programs and Services
- #7600 - College Police Departments or Campus Security Officers
- #7700 - Whistle Blower Protection

The board policies referenced above have been updated as recommended by the legal counsel of the Community College League of California Board Policy and Procedure Services. Mr. McMurray reviewed the recommended modifications as follows:

BP 1200 now states that the Mission is evaluated and revised on a regular basis. In addition, the wording was corrected on two value statements.

BP 2010 states that a Board member may not serve simultaneously on a high school district governing board whose boundaries are part of the WKCCD.

NEW BUSINESS (continued):

Updated Board Policies (continued):

BP 2710 has added “employees” who shall not be financially interested in any contracts made by them in their official capacity.

BP 3520 updated Education Code Section and language regarding written agreements with local law enforcement agencies governing operational responsibilities.

BP 5140 was updated to extended language indicating the DSPS Program shall be the primary provider for academic adjustments, auxiliary aids, service or instruction to students.

BP 7600 was updated to extend language from Education Code to include officers who carry firearms will satisfy training requirements of Penal Code Section 832 and meet other requirements in Education Code Section 72330.5.

BP 7700 was updated to extend protection against retaliation to District employees and applicants whose family member makes a protected disclosure.

These polices are being presented for a first reading and will be recommended for approval at the August 10th Board regular meeting.

CONSENT AGENDA:

A. Request for Approval – Program Updates:

Math and Science Division

Liberal Arts: Health and PE

AA in Physical Education

Liberal Arts: Allied Health

AS: Life Science

Liberal Arts: Math and Science

Liberal Arts: Natural Science – Life Science

AS: Physical Science

Liberal Arts: Natural Science – Physical Science

AA-T Kinesiology

B. Request for Approval – Course Revisions:

Liberal Arts Division

ART 1610 – Advanced Design

ART 1625 – Color Theory

ARTH 2030 – Survey of Asian Art

CONSENT AGENDA (continued):

Course Revisions (continued):

Social Science Division

- ECEF 1653 - Discipline Techniques for Preschool Children
- ECEF 1654 - Discipline Techniques for School-Age Children and Adolescents
- ECEF 1660 - School-Age Curriculum for Before and After School Programs/Interpersonal Relationships
- ECEF 1661 - School-Age Curriculum for Before and After School Programs/Activities
- ECEF 1662 - School-Age Curriculum for Before and After School Program/Theory
- ECEF 2021 - Introduction to Primary Grade Classroom

Math and Science Division

- DNTL 1511 - Oral Radiology
- DNTL 1512 - Head and Neck Anatomy
- DNTL 1513 - Dental Health Education/Seminar
- DNTL 1514 - Introduction to Clinic
- DNTL 2025 - Patient Management and Geriatrics
- DNTL 2026 - Nutrition in Dentistry
- DNTL 2130 - Periodontics
- DNTL 2133 - Advanced Clinical Topics
- DNTL 2240 - Periodontics II
- DNTL 2245 - Ethics and Jurisprudence

- C. Presentation of President's and Vice President's Lists for Spring 2016
- D. Request for Approval - (12) Residential Lease Agreements for Off Campus Housing for Students in the TIL (Transition to Independent Living) Program
- E. Request for Approval - Agreement with the Law Firm of Lozano Smith to Provide Legal Services with the Establishment of a 5.0% Discount Upon the Deposit of a \$25,000.00 Prepayment for 2016/17 (Any Deposited Funds Remaining to be Credited to the 2017/18 Year)
- F. Request for Ratification - 2016/17 Contract Education Services Agreement with WESTEC (Westside Energy Services Training and Education Center)
- G. Request for Ratification - 2016/17 Renewal of the Statewide Association of Community Colleges (SWACC) Proforma for Property and Liability Insurance Coverage, \$99,295.00

CONSENT AGENDA (continued):

- H. Request for Approval – Agreement with Student Insurance to Provide Accident Coverage (Anthem Blue Cross and AIG) for TC Students, Athletes, Managers, Student Trainers and Dependent Children of Students in the TC Children’s Center, 8/1/16 – 8/1/17, \$48,100.00
- I. Request for Ratification – Resolution #2016/17-04 Authorizing Agreement with California Department of Education to Provide Child Care and Development Services Connected with the State Preschool Program, Contract #CSPP – 6122, 7/1/16 – 6/30/17, \$687,063.00
- J. Request for Ratification – Resolution #2016/17-05 Authorizing Agreement with California Department of Education to Provide Child Care and Development Services Connected with the Migrant Program, Contract #CMIG – 6005, 7/1/16 – 6/30/17, \$512,239.00
- K. Request for Ratification – Resolution #2016/17-06 Authorizing Agreement with California Department of Education to Provide Child Care and Development Services Connected with the General Child Care & Development Programs, Contract #CCTR – 6054, 7/1/16 – 6/30/17, \$485,202.00
- L. Request for Ratification – Resolution #2016/17-07 Authorizing Agreement with California Department of Education to Provide Child Care and Development Services Connected with the Migrant Specialized Services Program, Contract #CMSS – 6005, 7/1/16 – 6/30/17, \$73,261.00
- M. Request for Ratification – Institution Participation Agreement with Instructure (Canvas) Online Course Management System (Expense Paid for by the Online Education Initiative (OEI)), 7/1/16 – 6/30/17
- N. Request for Ratification – Agreement with Dr. Robert J. Pacheco, Ed.D., for Consulting Services in Connection with the Taft College Institutional Effectiveness Plan (IEP), 7/1/16 – 12/31/16, \$100.00 per hour (Not to Exceed \$20,000.00)
- O. Request for Approval – Agreement with Phytorion, Inc., for Support for Student Data Warehouse and Cognos Reporting During 2016/17 Year, \$165.00 per (Not to Exceed \$15,000.00)
- P. Request for Ratification – Agreement with VitalSmarts to Provide One-Day Crucial Conversations Course on June 23, 2016, \$5,500.00 plus Travel Costs Up to \$1,500.00
- Q. Request for Ratification – Agreement with National CineMedia, LLC (“NCM”) for Regional Advertising, 6/24/16 – 12/29/16, \$15,000.00

CONSENT AGENDA (continued):

- R. Request for Approval – Subscription Renewal for Turnitin Software (Online Writing and Student Work Evaluation Tools for Educational Institutions), 8/1/16 – 7/31/17, \$6,838.80
- S. Request for Ratification – 2016/17 Renewal of Liebert Cassidy Whitmore (LCW) Central California Community College District Employment Relations Consortium Membership, 7/1/16 – 6/30/17, \$3,650.00
- T. Request for Approval – Renewal of Annual Maintenance Services with Harland Technology for the Campus Scantron Scanner, 9/6/16 – 9/5/17, \$663.00
- U. Request for Ratification – Renewal of Card Integrators Solutions Annual Software Service Agreement, 7/1/16 – 6/30/17, \$1,474.00 (Technical Support Billed Separately at \$175.00/Hour)
- V. Request for Approval – JP Marketing Services for Website Updates, \$2,500.00 per Month (Not to Exceed \$30,000.00)
- W. Request for Approval – Agreement with CCS Disaster Recovery Services for the CCS Quickship Program to Inventory Existing TC Computer Equipment for Replacement Purposes in the Event of a Disaster, 7/1/16 – 6/30/17, \$3,420.00
- X. Request for Ratification – Agreement with Garden Pathways, Inc. to Provide Consulting Services on Efforts to Outcomes (ETO) Software, 7/1/16 – 9/16/16, \$75.00 per Hour for up to 40 hours (Not to Exceed \$3,000.00)
- Y. Request for Approval – Independent Contractor Agreement with Dr. Cindra Smith to Facilitate the 2016 WKCCD Board Retreat, 8/25/16 – 8/26/16, \$2,000.00
- Z. Request for Approval – Independent Contractor Agreement with Gary Christensen to Provide Assessment Services in Connection with the West Kern AB86 Adult Education Consortium, 7/1/16 – 6/30/17, \$50.00 per Hour Not to Exceed 30 hours (\$1,500.00)
 - Z.1. Request for Approval – Facilities Use Agreement with United Methodist Church for Citizenship Classes, 7/1/16 – 6/30/17, \$250.00 per Eight Week Session
 - Z.2. Request for Approval – Rental Agreement with The Fort Preservation Society for the Use of the Fort for the August 2016 In-Service Staff Breakfast, 8/19/16, \$325.00
 - Z.3. Ratification of the June 2016 Vendor Check & Purchase Order Registers

CONSENT AGENDA (continued):

Z.4. Routine Personnel Items:

1. Request for Conference Attendance and Expenses as of June 30, 2016

On a motion by Trustee Long, seconded by Trustee Vaughn and unanimously carried, Consent Agenda Items A - Z.4. were approved as presented (materials related to items A - Z.4. are attached to official minutes).

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

No comments were made.

REPORTS FROM STAFF AND STUDENT ORGANIZATIONS

Financial Reports

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

Financial Reports:

A. Financial Reports (for information):

1. Revenue Accounts (Account Level 1) FY 2015/16
2. Expenditure Accounts (Account Level 1) FY 2015/16
3. Expenditure Detail of \$10,000.00 or Greater, June 2016
4. Student Organization and Special Accounts, June 2016
5. Funds Deposited in County Treasury, May 26, 2016 - June 2016

Trustee Reports

Trustee Campos reported that he attended the TIL Graduation Ceremony and was very moved by the parent speaker. The speech reminded him of the dedication of the TIL staff and the success of the students in the program.

Trustee Long noted his support of Chief Ed Whiting and the communication he delivered previously in the meeting.

Academic Senate

No report was presented.

REPORTS (continued):

WESTEC

Chief Instructional Officer Randy Kizzar noted his support of Chief Whiting's position on SB 107. Mr. Kizzar then provided a facilities update of the WESTEC site. Current improvements include updates to the flooring, paint, cabinets, etc.

Human Resources

Dr. Robert Meteau, Associate Vice President of Human Resources, announced that the forthcoming Item 14 - Employment - includes the appointment of the Interim TIL Director and Interim Vice President of Student Services. Mr. Meteau also noted the previously approved contract for Superintendent/President Dr. Debra Daniels. He commended Darcy Bogle and Brock McMurray's great service to the District as they return to their previous positions on campus.

Instruction

Mark Williams, Vice President of Instruction, presented the Board with a handout outlining activities currently underway in his area. Mr. Williams gave a brief update that included STEM activities with local students in grades 6-12, preparation for a Veteran's office to serve Veterans that are TC students, and the merging of Student Equity, Student Success, and Basic Skills Initiative plans. His area, pending approval, also welcomes Interim TIL Director Cary Carpenter. He also thanked Rachel Belden for her service as Outreach Director of the STEM Program. Ms. Belden has resigned and will be entering the field of teaching.

Foundation

Foundation Director Sheri Horn-Bunk updated the Board of discussion items that took place during the June 29th annual meeting of the Board of Directors. The Directors elected Robert Duchow as the new Secretary, Don Zumbro as the Vice Chair, and Bob Hampton as the President. Over the past six years the Foundation has raised over \$4 million dollars to serve the Taft College community. Major donors include Chevron, Synagro, California Resources Company, Philips 66, among many others. The West Kern Petroleum Summit was successful in providing funds to bring four internships at Taft College. The Foundation continues to work with the College to identify a new office location.

Student Services

Darcy Bogle, Vice President of Student Services, introduced the new head women's basketball coach Carli Flowers, pending approval of Item 14. Ms. Bogle updated the Board on the current advertising campaign created for theaters in Bakersfield, as well as the next installation of flags on the TC campus as a part of the TC branding project. Fall

REPORTS (continued):

enrollment is up nearly 152 students (headcount) at this point, which is due in part to efforts between the Student Services and Instruction departments. "Cougar Days" have been organized to provide new students with a one-day fast track process to register for fall classes. The first was held June 15th, at which 107 students were served. Additional Cougar Days will be held on July 20th and August 10th. Ms. Bogle thanked the Board for their support over the past three years while she has served as Vice President of Student Services. She looks forward to continuing to serve TC students as she returns to her counseling position.

REPORT OF THE INTERIM SUPERINTENDENT

Events

Mr. McMurray reported that he had attended many meetings and events during the month of June including the KEDC Annual Dinner and meeting, the KEDC Board of Directors meeting which included a tour of the education center in Shafter, the TCI Graduation Ceremony, the Foundation Board of Directors and Finance meetings, the Taft Chamber of Commerce Board meeting, and the TIL Graduation Ceremony.

Enrollment

Mr. McMurray provided an update on the "320 Report" that is annually submitted to the Chancellor's Office that records the College's attendance for 2015-16. Enrollment numbers are strong and reflect that the College earned the 1.0% growth in FTE as authorized by the Chancellor's Office.

Facilities

The Student Center construction project, for which the award of bid was approved at the meeting on June 8th, has begun with staff pre-construction meetings. The formal pre-construction meeting is currently scheduled to be held with the contractor the week of July 25th. Also, the current electrical upgrade project is progressing well.

Budget

On August 4th Mr. McMurray will attend a workshop hosted by the Chancellor's Office to begin finalizing the 2016-17 budget. To date there are no anticipated significant changes. It is believed that the instructional equipment and deferred maintenance categories may receive more funding than originally thought.

Staff

Mr. McMurray thanked Ms. Bogle for her service as the Vice President of Student Services and looks forward to continuing to work with her in her role as a counselor. He also

REPORT OF THE SUPERINTENDENT (continued):

thanked Ms. Shelley Klein and the Board for their support during his time as the Interim Superintendent/President. Mr. McMurray stated he is looking forward to working with Dr. Daniels in her transition as Superintendent/President.

EMPLOYMENT

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

Yes: Emmanuel Campos, Billy White, Michael Long and Kal Vaughn
No: None
Abstain: None
Absent: Dawn Cole

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, August 10, 2016, at 5:00 p.m.

ADJOURNMENT

At 6:58 p.m., on a motion by Trustee Vaughn, seconded by Trustee Campos and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Kal Vaughn, Secretary

Date: July 27, 2016
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Resolution # 2016/17-08 in support of Kindergarten Through Community College Public Education Facilities Bond Act of 2016.

Background:

The Community College Facility Coalition has requested a resolution in support of the Kindergarten Through Community College Public Education Facilities Bond Act of 2016, which will be on the November election ballot. If this bond is approved by voters, it will provide \$2 billion for community colleges under the state capital outlay program administered by the Chancellor's Office.

West Kern Community College District has \$27,762,000 in facility need for the Vocational Center project which may be partially funded by State bonds. Passage of the Kindergarten Through Community College Public Education Facilities Bond Act of 2016 would provide West Kern Community College District with \$26,262,000 to be used to construct a new Vocational Center.

This is the only state school bond that will be on the ballot in 2016.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable): Not applicable.

Approved: 
Brock McMurray, EVP of Administrative Services



RESOLUTION 2016/17-08
BOARD OF TRUSTEES
WEST KERN COMMUNITY COLLEGE DISTRICT
KINDERGARTEN THROUGH COMMUNITY COLLEGE PUBLIC EDUCATION
FACILITIES BOND ACT OF 2016

WHEREAS, the California Community College system is the largest postsecondary system of education in the world, enrolling approximately 2.1 million students each year at 72 districts; and

WHEREAS, Article 1, Section 28 of the California Constitution states that public schools, including community colleges, shall be safe, secure and peaceful; and

WHEREAS, the primary mission of the California Community Colleges is to offer academic and vocational instruction. Colleges may grant associate in arts degrees, associate in science degrees, and select Baccalaureate Degrees; and

WHEREAS, California Community Colleges also perform essential functions in the State's interest by providing workforce training and improvement services, remedial instruction, English as a Second Language courses, adult noncredit instruction, and community service courses; and

WHEREAS, the State has met its historic policy of access to higher education by providing consistent State bond capital outlay resources; and

WHEREAS, the California Community College Chancellor's Office estimates unmet community college facilities needs of approximately \$29.2 billion through 2020-21; and

WHEREAS, the State is out of community college capital outlay bond funds and is unable to provide \$478 million for 21 projects approved by the Board of Governors; and

WHEREAS, the Kindergarten Through Community College Public Education Facilities Bond Act of 2016 provides \$2 billion to community colleges for construction of new classrooms to accommodate enrollment growth, repair of health and safety issues, equipping classrooms with essential technology, and renovation of facilities; and

WHEREAS, the West Kern Community College District has \$27,762,000 in facility need which may be partially funded by State bonds; and

WHEREAS, passage of the Kindergarten Through Community College Public Education Facilities Bond Act of 2016 would provide the West Kern Community College District with \$26,262,000 to be used to construct a new Vocational Center; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, quality community college facilities enhance the education and training of a skilled 21st Century workforce, in furtherance of the State's academic and economic goals; and

WHEREAS, the Kindergarten Through Community College Public Education Facilities Bond Act of 2016 will not raise State taxes; and

WHEREAS, the Kindergarten Through Community College Public Education Facilities Bond Act of 2016 State funds will reduce the need for additional local property taxes for school facilities.

Now, Therefore be it Resolved, that the Board of Trustees of the West Kern Community College District supports the Kindergarten Through Community College Public Education Facilities Bond Act of 2016.

Passed, approved, and adopted this ____ day of _____, 2016.

BOARD OF TRUSTEES OF THE WEST KERN COMMUNITY COLLEGE DISTRICT

Billy White, President

Kal Vaughn, Secretary

Dawn Cole, Trustee

Emmanuel Campos, Trustee

Michael Long, Trustee

Dr. Debra S. Daniels
Superintendent-President

Date: July 21, 2016
Submitted by: Sarah Criss, Executive Assistant to the Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: August 10, 2016

Title of Board Item:

First Reading - Board Policy #5500 Standards of Student Conduct

Background:

Board Policy #5500 has been updated as recommended by the legal counsel of Community College League of California Board Policy and Procedure Services.

BP 5500 was modified to add sexual assault and sexual exploitation to the list of student conduct that may result in discipline.

Terms (if applicable):

n/a

Expense (if applicable):

n/a

Fiscal Impact Including Source of Funds (if applicable):

n/a

Approved: 

Dr. Debra Daniels, Superintendent/President

BP 5500 Standards of Student Conduct

Reference:

*Education Code Section 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10 (formerly 11.A.7.b)*

The Superintendent/President shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension or expulsion of a student.

~~The District reserves the right to apply the Student Code of Conduct for off-campus misconduct when the student's misconduct is determined to be detrimental to college interests.~~

The Board **of Trustees** shall consider any recommendation from the Superintendent/President for expulsion. The Board shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board on the expulsion shall be taken at a public meeting. The procedures shall be made widely available to students through the College catalog and other means.

The following conduct shall constitute good cause for discipline including but not limited to the removal, suspension or expulsion of a student.

1. Causing, attempting to cause, or threatening to cause physical injury to another person.
2. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife, or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the college President.
3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.

WKCCD Board Policies & Procedures

Revised ??/??/??

Page 1 of 3

4. Committing or attempting to commit robbery or extortion.
5. Causing or attempting to cause damage to District property or to private property on campus.
6. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
7. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the College or the District.
- 8. *Sexual assault or sexual exploitation regardless of the victim's affiliation with the District.***
9. Committing sexual harassment as defined by law or by District policies and procedures.
10. Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.
- 11. *Engaging in intimidation conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying, which is bullying conduct engaged in by electronic means.***
12. Willful misconduct which results in injury or death to a student or to District personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
13. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of or persistent abuse of District personnel.
14. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
15. Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly furnishing false information to the District.
16. Unauthorized entry upon or use of District facilities.

17. Lewd, indecent or obscene conduct on District-owned or controlled property, or at District-sponsored or supervised functions.
18. Engaging in expression which is obscene, libelous, or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on District premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.
19. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
20. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.
21. Violations of District regulations or procedures concerning the use of District technology resources, District regulations concerning student organizations, and/or the use of District facilities.
22. Failure to comply with directions of District officials acting in the performance of their duties, or failure to identify oneself for just cause when requested to do so by District officials acting in the performance of their duties.

See Administrative Procedures AP 5500

Date: July 21, 2016
Submitted by: Sarah Criss, Executive Assistant to the Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Second Reading - Updated Board Policies:

- #1200 - District Mission
- #2010 - Board Membership
- #2710 - Conflict of Interest
- #3520 - Local Law Enforcement
- #5140 Disabled Student Programs and Services
- #7600 College Police Departments or Campus Security Officers
- #7700 - Whistle Blower Protection

Background:

These board policies have been updated as recommended by the legal counsel of Community College League of California Board Policy and Procedure Services.

BP 1200 now states that the mission is evaluated and revised on a regular basis. In addition we corrected the wording on two value statements.

BP 2010 states that a Board member may not serve simultaneously on a high school district governing board whose boundaries are part of our district.

BP 2710 has added "employees" who shall not be financially interested in any contracts made by them in their official capacity.

BP 3520 updated Education Code Section and language regarding written agreements with local law enforcement agencies governing operational responsibilities.

BP 5140 was updated to extended language indicating the DSPS program shall be the primary provider for academic adjustments, auxiliary aids, service or instruction to students.

BP 7600 was updated to extended language from Education Code stating officers who carry firearms will satisfy training requirements of Penal Code Section 832 and meet other requirements in Education Code Section 72330.5.

BP 7700 was updated to extend protection against retaliation to district employees and applicants whose family member makes a protected disclosure.

These board policies were first presented at the July 13, 2016 regular meeting.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved:  _____
Dr. Debra Daniels, Superintendent/President

BP 1200 District Mission and Vision

Reference:

ACCJC Accreditation Standard I.A

The vision of the West Kern Community College District is:

Our Vision

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

The mission of the West Kern Community College District is:

Our Mission

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

We value:

Our Values

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

The mission is evaluated and revised on a regular basis.

BP 2010 Board Membership

Reference:

*Education Code Sections 72023, 72103, and 72104;
ACCJC Accreditation Standard IV.C.6*

The board shall consist of five members elected by the qualified voters of the District. Members shall be elected at large.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee.

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

No member of the Governing Board shall, during the term for which he or she was elected, be eligible to serve on the governing board of a high school district whose boundaries are coterminous with those of the community college district.

BP 2710 Conflict of Interest

Reference:

Government Code Sections 1090 et seq.; 1126; and 87200, et seq.;
Title 2 Sections 18730 et seq.

Board members **and employees** shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as board **by them in their official capacity, or in any body or board of which they are** members.

A **B**oard member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined has remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A **B**oard member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The **B**oard member shall not vote or debate on the matter or attempt to influence any other **B**oard member to enter into the contract.

A **B**oard member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the **D**istrict.

In compliance with law and regulation, the Superintendent/President shall establish administrative procedures to provide for disclosure of assets of income of **B**oard members who may be affected by their official actions, and prevent members from making or participating in the making of **B**oard decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures. Board members are encouraged to seek counsel from the District's legal advisor in every case where any question arises.

See Administrative Procedures AP 2710 & AP 2712

BP 3520 Local Law Enforcement

Reference:

Education Code Section 67381 and 67381.1;
34 Code of Federal Regulations Section 668.46(b)(4)

The District on behalf of each campus or center shall enter into a written agreement with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

The District, on behalf of each campus or center, has a written agreement with local law enforcement agencies. The agreement clarifies operational responsibilities for investigations of: Part 1 violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault; sexual assaults, including, but not limited to rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of any of these; and hate crimes as defined by law, occurring at each location.

The written agreement designates which law enforcement agency has operational responsibility for violent crimes, sexual assaults, and hate crimes, and delineates the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by the board policy are public records and are made available for inspection by members of the public upon request to Public Safety office. Written agreements shall be reviewed and updated if necessary every five years.

The District encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Superintendent/President shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are

counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

See Administrative Procedures AP 3520

BP 5140 *Disabled Student Programs and Services*

References:

Education Code Sections 67310 and 84850;
Title 5 Sections 56000 et seq. ~~and 56027~~

Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable programs in the District.

The Disabled Students Programs and Services (DSPS) program shall be the primary provider for *academic adjustments, auxiliary aids, services, or instruction* support programs and services that facilitate equal educational opportunities for disabled students who can profit from instruction as required by federal and state laws.

DSPS services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, technology accessibility, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.

No student with disabilities is required to participate in the Disabled Student Programs and Services programs.

The District shall respond in a timely manner to accommodation requests involving academic adjustments. The Superintendent/President shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.

The Superintendent/President shall assure that the DSPS Program conforms to all requirements established by the relevant law and regulations.

See Administrative Procedures AP 5140

BP 7600 Campus Security Officers

Reference:

Education Code Section 72330 et seq.

Government Code Sections 3300 et seq.

The District shall employ campus security officers, who shall provide services as security guards, or patrol persons on or about the campus(es) owned or operated by the District. Their duties include, but are not limited to protecting persons or property, preventing the theft of District property, and reporting any unlawful activity to the District and local law enforcement.

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

Every campus security officer who works more than twenty hours per week shall complete a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs as required by Education Code Section 72330.5.

Every campus security officer shall meet other requirements set out in Education Code Section 72330.5 **(b)**. *If an officer is required to carry a firearm, he or she shall also satisfy the training requirements of Penal Code Section 832.*

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

See Administrative Procedures **AP 7600**

BP 7700 Whistleblower Protection

References:

Education Code Sections 87160-87164;

Labor Code section 1102.5;

Government Code sSection 53296;

Private Attorney General Act of 2004 (Labor Code Section 2698);

Affordable Care Act (29 U.S. Code Section 218C)

The Superintendent/President shall establish procedures regarding the reporting and investigation of suspected unlawful activities by District employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity-intentional or negligent-that violates state or federal law, local ordinances, or District policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, District employees shall not:

1. Retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or
2. *Retaliate against an employee or applicant for employment because the employee or applicant is a family member of a person who has made a protected disclosure, assisted in an investigation, or refused to obey and illegal order.*
3. Directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

See Administrative Procedures 7700

Date: July 26, 2016
Submitted by: Jim Nicholas, Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Information Item

Board Meeting Date: August 10, 2016

Title of Board Item: CCFS-311Q for the year ended June 30, 2016

Background:

Title 5 of the California Code of Regulations, Section 58310 requires the chief executive officer or other designee of the governing board 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): July 1, 2015 – June 30, 2016

Expense (if applicable): N/A

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 year ended June 30, 2016. This report will be submitted to the Taft College Board of Trustees for their review at the regularly scheduled board meeting on August 10, 2016.


This report represents all four quarters of the 2015-2016 fiscal year. Total General Fund unrestricted revenues received for the year were \$24,781,087 or 104.3% of the projected levels for the year just ended. General Fund unrestricted expenditures were \$26,092,245 or 109.9% of budgeted projections. The net effect was a fund balance decrease of (\$1,311,158) for the year.

These numbers are currently presented using the cash basis method rather than the accrual basis method of accounting. The accrual basis method will take into account transactions between the unrestricted, restricted, and special funds, decreasing the fund balance deficit once the year is closed.

Approved: 
Brock McMurray, EVP of Administrative Services

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2015-2016

Quarter Ended: (Q4) Jun 30, 2016

District: (690) WEST KERN

Your Quarterly Data is Certified for this quarter.

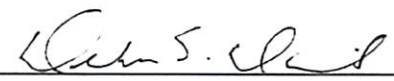
Chief Business Officer

CBO Name: Brock McMurray

CBO Phone: 661-763-7811

CBO Signature: 
Date Signed: 7-26-16

Chief Executive Officer Name: Debra S. Daniels

CEO Signature: 
Date Signed: 7/28/16

Electronic Cert Date: 07/26/2016

District Contact Person

Name: Jim Nicholas

Title: Director of Fiscal Services

Telephone: 661-763-7853

Fax: 661-763-7828

E-Mail: jnicholas@taftcollege.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:

Christine Atalig (916)327-5772 cataliq@ccccc.edu or Tracy Britten (916)324-9794 tbritten@ccccc.edu

© 2007 State of California. All Rights Reserved.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD 

Fiscal Year: 2015-2016

Quarter Ended: (Q4) Jun 30, 2016

District: (690) WEST KERN

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	15,113,437	19,308,896	22,139,552	24,781,087
A.2	Other Financing Sources (Object 8900)	4,835,362	4,252,706	1,680	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	19,948,799	23,561,602	22,141,232	24,781,087
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	18,369,173	22,592,192	20,767,138	22,857,531
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	492,190	2,400,216	719,272	3,234,714
B.3	Total Unrestricted Expenditures (B.1 + B.2)	18,861,363	24,992,408	21,486,410	26,092,245
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	1,087,436	-1,430,806	654,822	-1,311,158
D. Fund Balance, Beginning					
D.1	Prior Year Adjustments + (-)	505,629	0	71,539	5,030,987
D.2	Adjusted Fund Balance, Beginning (D + D.1)	4,090,827	5,178,263	3,818,996	8,587,915
E.	Fund Balance, Ending (C. + D.2)	5,178,263	3,747,457	4,473,818	7,276,757
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	27.5%	15%	20.8%	27.9%
II. Annualized Attendance FTES:					
G.1	Annualized FTES (excluding apprentice and non-resident)	2,540	2,540	2,532	2,257

III. Total General Fund Cash Balance (Unrestricted and Restricted)

As of the specified quarter ended for each fiscal year

	2012-13	2013-14	2014-15	2015-2016
--	---------	---------	---------	-----------

H.1	Cash, excluding borrowed funds		4,116,221	6,706,802	8,432,767
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	7,853,813	4,116,221	6,706,802	8,432,767

IV. 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)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	23,749,011	23,749,011	24,781,087	104.3%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	23,749,011	23,749,011	24,781,087	104.3%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	22,349,240	22,349,240	22,857,531	102.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,399,771	1,399,771	3,234,714	231.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	23,749,011	23,749,011	26,092,245	109.9%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	0	0	-1,311,158	
L	Adjusted Fund Balance, Beginning	8,587,915	8,587,915	8,587,915	
L.1	Fund Balance, Ending (C. + L.2)	8,587,915	8,587,915	7,276,757	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	36.2%	36.2%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
			Permanent		Temporary	
	Total Cost Increase	%	Total Cost Increase	%	Total Cost Increase	%
a. SALARIES:						
Year 1:						
Year 2:						

b. BENEFITS:	Year 3:				
	Year 1:				
	Year 2:				
	Year 3:				

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. 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**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

The District participated in the TRAN Program for the 2015/2106 fiscal year. The District borrowed \$2,725,000 in TRAN funds in July, 2015. The program is a 12-month source of short-term financing used to smooth the District's cash flow throughout the year. As per the terms of the loan, the District captured 50% of the repayment liability in January, 2016, and the remaining 50% liability in April, 2016. The loan was fully repaid in June, 2016.

VII. Does the district have significant fiscal problems that must be addressed? **This year? NO**
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Date: July 28, 2016
Submitted by: Primavera Arvizu, Interim VP of Student Services *PA*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

2017 Enrollment Priorities

Background:

Each year, the priority registration schedule is set to begin around the 12th week of the fall and spring semesters. The registration groups outlined below align with the requirements set forth in the Student Success Act, and were approved by the Student Success Committee. The 2017 enrollment priorities were sent to various departments and programs for review and input prior to submitting for Board approval. The following enrollment priorities are recommended for the 2017 academic year.

2017 ENROLLMENT PRIORITIES		
Registration Group	Spring 2017	Summer/Fall 2017
1 CW/DSPS/EOPS/VA/Foster Youth	Mon, Nov 7	Mon, Apr 3
2.1 Athletes/TRIO/PTK/ASB/Staff	Mon, Nov 14	Mon, Apr 17
2.2 Cont/New Matric	Mon, Nov 21	Mon, Apr 24
3.1 Returning/Academic Difficulty/Non-Matric	Wed, Nov 30	Wed, May 3
3.2 Over 100 Units/High School	Fri, Dec 2	Fri, May 5
	Approximate Days excluding holidays: 20 Days	Approximate Days excluding holidays: 20 Days

Terms (if applicable):

The priority registration schedule will be effective for the 2017 academic year.

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved:  _____
Dr. Debra Daniels, Superintendent/President

Date: July 21, 2016
Submitted by: Primavera Arvizu, Interim VP of Student Services *PA*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: August 10, 2016

Title of Board Item:

Adoption of Rules and Regulations Relating to the West Kern Community College District Student Trustee, June 1, 2016 - May 31, 2017

Background:

State law (**Education Code 72023.5**) requires the board of trustees of each community college district to have at least one non-voting student member to be chosen by the students in a manner determined by the board.

Annually, Districts are required by law to adopt rules related to the responsibilities and privileges of the student trustee.

Terms (if applicable):

June 1, 2016 - May 31, 2017

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Dr. Debra Daniels, Superintendent/President

RULES AND REGULATIONS RELATING TO THE WEST KERN COMMUNITY COLLEGE DISTRICT STUDENT TRUSTEE

June 1, 2016 – May 31, 2017

These rules and regulations were revised on September 10, 2015 and are required by Ed Code to be adopted annually by June 1 of each year.

1. Qualifications

The student trustee shall:

- a) Be a resident of California at the time of nomination
- b) Be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service.
- c) Maintain a cumulative grade point average of 2.5

2. Term of Office

One year commencing on June 1st and ending on May 31st.

3. Scope of Responsibility

- a) The student member shall be seated with the Board and shall be recognized as a full member of the Board at the meetings.
- b) The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session).
- c) The student member shall be entitled to any mileage allowance necessary to attend board meetings to the same extent as publicly elected trustees.

4. Privileges

On or before May 15th of each year, the Board shall consider whether to afford the student member any of the following privileges:

- * The privilege to make and second motions;
- * The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- * The privilege to serve a term commencing on June 1st;
- * The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board.

5. Compensation

The student trustee is not entitled to compensation as prescribed by Section 72024.

Adopted _____

References: Ed Code Section 72023.5
Constitution Associated Students of Taft College

Prepared 7/21/16 by M. Blanco for Board approval on 8/10/16

Date: July 28, 2016
Submitted by: Sarah Criss, Executive Assistant to the Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Nomination of the Superintendent/President to serve as the District's Representative to the City of Taft's Oversight Board to the Taft Successor Agency

Background:

In 2011-12, Redevelopment Agencies were eliminated throughout California. Successor Agencies were formed to address outstanding debt and RDA issues. Locally the City of Taft RDA was dissolved and the Oversight Board to the Taft Successor Agency was formed.

The West Kern Community College District is a member of the successor agency and the Superintendent/President is the designated representative for the District. With the appointment of Dr. Debra Daniels as the Superintendent/President, she will serve as the District representative. The Chancellor's Office has been notified.

Terms (if applicable):

The Superintendent/President shall serve as the District's representative on the Oversight Board to the Taft Successor Agency during the duration of his/her duties

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President

Date: July 26, 2016
Submitted by: Adrian Agundez, Director of Information Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Agreement with Foundation for California Community Colleges (FCCC) to Provide Microsoft Campus Agreement 2016 with Computerland Silicon Valley

Background:

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

Terms (if applicable):

Term of the agreement is from 9/16/16 to 9/16/17.

Expense (if applicable):

Annual cost of this agreement is \$28,465.00

Fiscal Impact Including Source of Funds (if applicable):

Cost of this agreement is included in the ITS budget.

Approved: 
Dr. Debra Daniels, Superintendent/President

► **Renewal Worksheet of Taft College**

PRINT

Validated Renewal Worksheet for Campus Agreement Licensing

Taft College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2016 (Year 3 of 3)

Please use this quote to generate and submit your PO no later than **Friday, 16-Sep-2016** to insure a timely renewal for everyone.

Purchase Order to be made payable to:

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

Submit Purchase Order by fax or e-mail:

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

• **Choose a Desktop Bundle for Faculty and Staff**

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50	✓	248	\$14,756.00

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

	Optional Products Licensed Organization-Wide	Part Number	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	SQL Server CAL	359-00765CF	\$7.00	✓	248	\$1,736.00
2.	Windows Remote Desktop Services CAL (formerly Terminal Svs CAL)	6VC-01251CF	\$7.00	✓	248	\$1,736.00

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

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration)	M6K-00001CFU	\$0.00	1000	\$0.00
2.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	SXS-00003CFU	\$0.00	1000	\$0.00
3.		MX3-00251CFU	\$299.00	2	\$598.00

Visual Studio Enterprise w/MSDN per user promo price
(renewals only)

• Choose Optional Products Licensed per User or Device for Students

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Office 365 Education - per student user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration,	M6K-00001CSU	\$0.00	5000	\$0.00
2.	Office 365 ProPlus for Students (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00002CSU	\$0.00	5000	\$0.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.	FUD-00936CF	\$516.00	8	\$4,128.00
2.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	2	\$2,670.00
3.	SQL Server Standard per Server (requires SQL CALs for all clients)	228-04437CF	\$88.00	8	\$704.00
4.	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off	R39-00374CF	\$196.00	7	\$1,372.00
5.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	P73-05897CF	\$51.00	15	\$765.00

TOTAL \$28,465.00

Copyright © 1998-2016 by CCT Technologies, Inc. – dba ComputerLand Silicon Valley. All rights reserved. • [Privacy Policy](#) • Browser requirement: [Firefox 29.x](#), Internet Explorer 10, or higher. • Minimum screen resolution 1280 x 800 pixels.

Date: June 23, 2016
Submitted by: Anthony Cordova, CTE Director
Area Administrator: Mark Williams, VP of Instruction
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Employees Training Resource (ETR) Annual Renewable Contract for 2016-17

Background:

Taft College will be reimbursed for providing education to eligible ETR clients in the following program areas to include all CTE Certifications:

- Management
- Energy Technology
- Court Reporting
- Dental Hygiene
- Early Care Education
- Industrial Health & Safety
- Petroleum
- Welding
- Criminal Justice
- Accounting
- Administrative Services
- Plus selected WESTEC offered classes

This contract allows for ETR clients to take part in educational programs at Taft College and WESTEC that will prepare them for employment. The contract will allow potential students to receive training and education who would otherwise not be able to do so.

Terms (if applicable):


Effective upon signature - June 30, 3017

Expense (if applicable):

No Direct costs to the District - District to be Reimbursed in an Amount not to Exceed \$40,000.00

Fiscal Impact Including Source of Funds (if applicable):

Student costs will be paid by ETR. There is no negative fiscal impact to the District. The District will benefit from increased enrollment as ETR referred clients enroll in approved Taft College programs.

Approved:  _____

Mark Williams, VP of Instruction

**KERN COUNTY
PERSONAL/PROFESSIONAL AND CONTRACTUAL SERVICES AGREEMENT**

SCHEDULE TO MASTER TERMS AND CONDITIONS: PPCSA-16

THIS SCHEDULE shall be effective on: _____, and shall terminate no later than **June 30, 2017**.

Kern County Department: **Employers' Training Resource** ("Responsible County Department").

Located at: **1600 E. Belle Terrace, Bakersfield, California 93307**

Service Provider: **West Kern Community College District / Taft College ("Provider")**

Located at: **29 Cougar Court, Taft, California 93268**

Provider is (select one): Sole Proprietorship
 Incorporated in the State of **California**
 Other (specify) Government Entity

Provider shall provide those services described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

County shall compensate Provider for training services to be provided under this Agreement, in an aggregate sum not to exceed **\$40,000.00**, in accordance with the fee schedule appearing within Exhibit A, which is attached hereto and made a part hereof. Costs must not exceed the published catalog price.

County shall **not** reimburse Provider for any costs or travel expenses incurred by Provider hereunder.

Provider shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless a lesser amount is shown (select all that apply):

Workers' Compensation: As required by California Labor Code Section 3700
 Commercial General Liability (\$1,000,000/Occurrence; \$2,000,000/Aggregate) or other amounts: \$ _____
 Automobile Liability (\$1,000,000/Occurrence) or other amount: \$ _____

Note: If a lesser amount is shown, the Responsible County Department must obtain the prior written approval of the County Risk Manager.

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Master Terms and Conditions shall control.

IN WITNESS WHEREOF, the Parties have executed this Schedule, including the Master Terms and Conditions, which constitute the Agreement, on the Effective Date.

COUNTY OF KERN

APPROVED AS TO CONTENT:
Responsible County Department

By _____
Chairman, Board of Supervisors
"County"

By _____
Teresa Hitchcock, Assistant County Administrative Officer

Date: _____

Date: _____

SERVICE PROVIDER

APPROVED AS TO FORM:
Office of the County Counsel

By _____
Dr. Debra Daniels, Superintendent/President
"Provider"

By _____
Deputy

Date: _____

Date: _____

**EXHIBIT A
SERVICES**

Provider shall provide the Services indicated below for the Responsible County Department. Provider shall invoice County as follows:

Provider shall invoice the County for tuition, expenses, and fees (“**Cost**”) that Provider charges to provide Services. The County will reimburse Provider for Costs; however, the total Cost paid by County shall not exceed \$5,000 per client. Client shall be responsible for Cost beyond \$5,000.

If the length of training is six (6) weeks or less, Provider shall submit an invoice for the total cost of the program once the client has completed the first day of training. If the length of the training program is longer than six (6) weeks, Provider shall submit an invoice for one-half of total program cost (**not to exceed \$2,500**) once the client completes the first day of training. Provider shall then submit an invoice for the remaining one-half of program cost (**not to exceed \$2,500**) once the client has completed over one-half of the training. For public California Colleges and Universities, invoices for reimbursement shall be based on actual costs incurred and may be submitted for payment based on a semester or quarterly school year.

Upon written notice from the Responsible County Department, an exception to the tuition limit of \$5,000 and schedule of payment may be made in writing. This can include special grants targeted to specific populations or occupations.

Programs in this Agreement include:

<u>Program</u>	<u>Cost</u>	<u>Course Length</u>
40-Hour HAZWOPER Safety Training - WESTEC	105.00	40 Hours
Accounting Certificate	2,019.00	344 Hours
Administrative Services Certificate	1,973.00	328 Hours
Administrative Services Certificate I	944.00	144 Hours
Administrative Services Certificate II	1,766.00	256 Hours
AS in Accounting	2,680.00	960 Hours
AS in Administrative Services	1,858.00	960 Hours
AS in Business Administration	2,088.00	960 Hours
AS in Court Reporting	2,500.00	960 Hours
AS in Criminal Justice Administration	1,858.00	960 Hours
AS in Criminal Justice Corrections	1,858.00	960 Hours
AS in Dental Hygiene	5,244.00	960 Hours
AS in Direct Support Education	1,858.00	960 Hours
AS in Early Care, Education, and Family Studies	2,134.00	960 Hours
AS in Energy Technology	2,956.00	960 Hours
AS in General Business	1,858.00	960 Hours
AS in Industrial Health and Safety	2,680.00	960 Hours
AS in Information Technology and Management	2,841.00	960 Hours
AS in Management	2,088.00	960 Hours
AS in Welding Technology	1,996.00	960 Hours
Basic Drilling & Workover Sub Sea - WESTEC	500.00	40 Hours
Basic Drilling & Workover Surface - WESTEC	450.00	32 Hours
Basic Drilling Surface Stack - WESTEC	350.00	28 Hours
Basic Employee Safety for General Industry - WESTEC	35.00	8 Hours
Calif. Commercial Driver License Permit Preparation - WESTEC	35.00	40 Hours
California Oilfield Producers Confined Space Entry Training - WESTEC	35.00	8 Hours
Certificate in Advanced Information Technology and Management	1,743.00	248 Hours
Certificate in information Technology and Management	921.00	136 Hours
Certificate in Microsoft Office Applications	806.00	96 Hours
Child Development Assistant Teacher Certificate	806.00	96 Hours
Child Development Associate Teacher Certificate	1,082.00	192 Hours
Child Development Teacher Certificate	2,134.00	384 Hours
Child Development Master Teacher Certificate	3,048.00	528 Hours
Court Reporting - WESTEC	4,848.00	4,848 Hours
Criminal Justice Administration – Corrections Concentration Certificate	1,858.00	288 Hours
Direct Support Education Certificate	1,858.00	288 Hours
Early Care, Education, and Family Studies Certificate	2,910.00	480 Hours

Early Intervention Assistant I Certificate	2,772.00	432 Hours
Early Intervention Assistant II Certificate	3,870.00	640 Hours
Emergency Response Technician Training - WESTEC	35.00	24 Hours
Energy Technology Entry Level Certificate	1,674.00	224 Hours
Energy Technology Field Technician Certificate	1,858.00	288 Hours
Energy Technology Foundation Certificate	1,036.00	176 Hours
Energy Technology Industrial Health and Safety Certificate	1,858.00	288 Hours
Energy Technology Instrumentation Certificate	944.00	144 Hours
Energy Technology Petroleum Engineering/Geological Tech Certificate	2,273.00	304 Hours
Forklift Operator Safety Training - WESTEC	35.00	8 Hours
Gas Metal Arc and Flux Core Arc Welding Certificate	944.00	144 Hours
Gas Tungsten Arc Welding Certificate	944.00	144 Hours
Industrial Health and Safety Entry Level Hazardous Material Certificate	679.50	52 Hours
Industrial Health and Safety Foundation Certificate	1,858.00	288 Hours
Industrial Health and Safety Midlevel Certificate	3,680.00	400 Hours
Information Management and Technology Certificate	2,318.00	448 Hours
Introductory Well Control - WESTEC	200.00	8 Hours
Management Certificate	1,950.00	320 Hours
Management: Customer Service	972.00	80 Hours
Master Teacher Specialization Infant Development Certificate	806.00	96 Hours
Master Teacher Specialization School Age Care and Development Cert.	806.00	96 Hours
Master Teacher Specialization Special Needs Certificate	806.00	96 Hours
Medic First Aid Training/CPR - WESTEC	35.00	8 Hours
Mine Safety & Health Refresher - WESTEC	35.00	8 Hours
Passport & Medic First Aid Refresher - WESTEC	35.00	8 Hours
Pipe Code Welding Certificate	1,082.00	192 Hours
Structural Code Welding Certificate	1,082.00	192 Hours
Welding Assistant/Helper Certificate	806.00	96 Hours

- During this program year, Provider may add or amend CalJOBS approved programs to this Agreement with the written permission of the Responsible County Department.
- Providers with six or more total participants within a two year period shall be held accountable for a Training Related Entered Employment Rate of $\geq 70\%$.
- Costs cannot exceed the lesser of the published catalog price or price posted on CalJOBS.
- The amount to be paid by County for services provided to any single client shall not exceed the approved tuition limit per client. Any amount in excess of the approved tuition shall be the responsibility of the client.
- If the client ends the training program prior to completion, Provider shall submit a refund based on the cost of program that has been paid to County based on Provider's published refund policy listed in their catalog.
- Provider will not charge Responsible County Department if a client has to repeat classes due to Provider's errors, acts, or omissions.
- Responsible County Department will only reimburse Provider for approved course work required for programs as listed in Provider's catalog.
- Financial grants (Pell Grant, etc.) awarded to the clients shall offset the above-listed costs of the programs prior to the use of Responsible County Department funding. The total amounts received by Provider shall never exceed the program amounts listed on this contract.

1. Full description of Services:

- A. Provider shall be listed as approved with the State of California's Bureau for Private Postsecondary Education, California Department of Education, Chancellor's office of the California Community Colleges, or recognized by an accreditation institution determined to be acceptable, in writing, by the Responsible County Department.
- B. Provider shall remain approved. If Provider loses their approval, then Provider shall notify the County immediately, and this Agreement shall be deemed terminated.
- C. Subsequent eligibility for Provider to receive funding will be determined annually, based on CalJOBS requirements.
- D. Training programs must be included in the State of California's CalJOBS Eligible Training Provider List before an individual can be referred by County to such training.
- E. Class material shall conform to the State of California's established curriculum requirements.
- F. Provider shall maintain program, applicant, participant, personnel, and financial records as are required by the Workforce Innovation and Opportunity Act (WIOA), the State of California, and the

Secretary of Labor to assure a proper accounting of all WIOA funds. Provider shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment of this Agreement. If at the end of three (3) years, there is litigation or an audit involving those records, Provider shall retain the records until the resolution of such litigation or audit.

- G. For truck driving schools, all ETR participants shall have training that includes the option of three-axle tractors, 46' trailers, and a minimum of a 10-speed transmission. All participants shall also receive, as part of the cost of the program, a HAZMAT Endorsement, Doubles/Triples Endorsement, and Tank Endorsement if requested by the participant.
- H. Referrals are at the sole discretion of the Responsible County Department.

- 2. The location of training is 29 Cougar Court, Taft, California 93268 and 5801 East Lerdo Highway, Shafter, CA 93263. Additional training sites may be utilized with the written permission of the Employers' Training Resource Director after inclusion on CalJOBS.
- 3. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist the Provider in provision of Services:

By Responsible County Department: none

By Provider: All materials, equipment, facilities, etc., will be provided under the total purchase price of the training program.

[The remainder of this page has intentionally been left blank]

KERN COUNTY
PERSONAL/PROFESSIONAL AND CONTRACTUAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS
PPCSA-16

THIS AGREEMENT is made and entered into effective with the date entered on the Schedule which is attached hereto and incorporated herein by this reference, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by Employers' Training Resource ("County"), with its principal location at 1600 E. Belle Terrace Street, Bakersfield, CA 93307, and Provider identified on the Schedule hereto;

WHEREAS:

(a) Government Code Sections 3100 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

(b) The County's Department identified on the Schedule as the Responsible County Department requires those services which are specified in Exhibit A; and

(c) County desires to engage Provider to provide said services and Provider, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein;

IT IS AGREED between the parties hereto as follows:

- 1) **Services to be Rendered.** Provider shall provide the services described in Exhibit "A" which is attached to the Schedule and incorporated therein. This Agreement does not guarantee that there will be any minimum amount purchased.
- 2) **Compensation to Provider.** County shall compensate Provider in accordance with the compensation selection(s) annotated on the Schedule. No additional compensation will be paid for secretarial, clerical support staff, overhead or any other cost incurred by Provider pursuant to providing services to County.

Invoicing. Invoice shall be submitted to the Responsible County Department. If the length of training is six (6) weeks or less, Provider shall submit an invoice for the total cost of the program once the client has completed the first day of training. If the length of the training program is longer than six (6) weeks, Provider shall submit an invoice for one-half of total program cost (**not to exceed \$2,500**) once the client completes the first day of training. Provider shall then submit an invoice for the remaining one-half of program cost (**not to exceed \$2,500**) once the client has completed over one-half of the training. For public California Colleges and Universities, invoices for reimbursement shall be based on actual costs incurred and shall be submitted for payment based on a semester or quarterly school year.

Upon written notice from the Responsible County Department, an exception to the tuition limit of \$5,000 and schedule of payment may be made in writing. This can include special grants targeted to specific populations or occupations.

- 3) **Leveraged Resources.** Provider shall document and report any funding or expenditures used by and/or for clients no matter the source of such funding in order that these funds can be evaluated and considered as leveraged resources to training expenditures. Provider shall provide County with all such financial information concerning grants, scholarships, loans, etc. This documentation will list the amount of the funds, their source and any special provisions or stipulations that may be tied to these funds. Provider shall also supply supporting documentation for such funding used for the participant's training. This information shall accompany all submitted invoices if required. Per EDD Directive WSD-14-1 (July 8, 2014), beginning Program Year (PY) 2016-17 and each PY thereafter, County is required to spend at least 30 percent of the combined total of its adult and dislocated worker WIOA formula fund allocations on workforce training services. A portion of the minimum training expenditure requirement (an amount of up to 10 percent of the combined total of the adult and dislocated worker formula fund allocation) may be met by applying designated leveraged resources used for training services.

Provider must keep sufficient records of the leveraged resources which can be independently verified by County and the EDD. Provider shall also ensure that any leveraged resources tied directly to individual participants (such as Pell Grants) are also reported to Employers' Training Resource MIS department for inclusion in each corresponding participant's file.

- 4) **Term**. This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date herein specified unless sooner terminated as provided for herein.
- 5) **Assignment**. Provider shall not assign, sublet or transfer this Agreement, or any part hereof. Provider shall not assign any monies due or which become due to Provider under this Agreement without the prior express and written approval of County.
- 6) **Audit, Inspection and Retention of Records**. Provider agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Provider shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. Provider shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.
- 7) **Authority to Bind County**. It is understood that Provider, in Provider's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertaking.
- 8) **Captions and Interpretation**. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- 9) **Choice of Law/Venue**. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 10) **Clean Air Act, Federal Water Pollution Control Act, Clean Water Act**. Provider shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 11) **Compliance with Law**. Provider shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
- 12) **Confidentiality**. Provider shall not, without the written consent of Employers' Training Resource, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this section shall continue to survive. Under 2 CFR 200.303, the provider is responsible for taking reasonable measures to adequately safeguard each participant's personally identifiable information (PII) and information designated as sensitive.

- 13) Conflict of Interest.** Provider has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Provider agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Provider shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the term of this Agreement.
- 14) Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 15) Debarment and Suspension.** Provider is required to comply with the government-wide requirements, including Executive Orders 12459 and 12689, for debarment and suspension. Provider certifies under penalty of perjury under the laws of the State of California that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and had not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction.
- 16) Drug Free Workplace.** Provider is required to provide County with a certificate of Drug-Free Workplace which acknowledges notification of employees that action will be taken against them for violations under Government Code Sections 8350(a) and 8355(b) and 29 CFR 94, 48, 23.5; that a Drug-Free Awareness Program has been implemented; and that personnel will receive a copy of Provider's policy.
- 17) Energy Policy and Conservation Act.** Provider shall maintain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 18) Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive or any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by laws or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- 19) Equal Employment Opportunity.** Provider shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 20) Exhibits.** All exhibits attached to this Agreement are incorporated into this Agreement by reference.
- 21) Immigration Reform and Control Act.** Provider acknowledges that Provider, and all subcontractors hired by Provider to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Provider is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Provider to perform services under this Agreement are in compliance with the IRCA. In addition, Provider agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Provider's employees, or the employees of any subcontractor hired by Provider, are not authorized to work in the United States for Provider or its subcontractors and/or any other claims based upon alleged IRCA violations committed by Provider or Provider's subcontractor(s).
- 22) Indemnification.**
- A) Provider agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and Counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or

omission of Provider or Provider's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Provider by any person or entity.

- B) If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Provider or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Provider prompt written notice thereof. Provider shall defend any such claim or action with counsel of Provider's choice and at Provider's expense and shall indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith, including steps County may take to avoid entry of any default judgment or other waiver of County's rights. County shall cooperate fully with and may monitor Provider in the defense of any claim, action or proceeding and will make employees available as Provider may reasonably request with regard to such defense, subject to reimbursement by Provider of all costs and expenses occasioned by County's cooperation in such defense. This indemnity does not extend to modifications or additions to the services or products made by County or any third party without written consent of Provider, or to any unauthorized use of the services or products by County.
- C) If the services or products are, in Provider's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or is a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, Provider shall within ninety (90) days:
- i) Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;
 - ii) Promptly modify the services or products to make them non-infringing without materially impairing County's ability to use the services or products as intended;
 - iii) Promptly procure the right of County to continue using the services or products; or
 - iv) As a last resort, if none of the foregoing alternatives are reasonably available to Provider and County is enjoined or otherwise precluded legally from using the services or products, Provider will within 120 days of the judgment or other court action promptly refund to County all fees and cost paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the expense of Provider or as determined by County if the court does not so direct.
- D) Upon completion of this Agreement, the provisions of this sub-section 21.B shall continue to survive.

23) Insurance. Provider, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Provider's actions in connection with the performance of Provider's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Provider shall not perform any work under this Agreement until Provider has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Provider shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Provider shall promptly deliver a

certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Provider shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Provider or County as an additional insured.

A) Workers' Compensation and Employer's Liability Insurance Requirement:

- i) In the event Provider has employees who may perform any services pursuant to this Agreement, Provider shall submit written proof that Provider is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.
- ii) Provider shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Provider. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Provider shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.
- iii) Provider shall also maintain Employer's Liability Insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B) Liability Insurance Requirements:

- i) Provider shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (1) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Provider's performance of work under this Agreement. The Commercial General Liability Insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Provider shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (2) If required on the Agreement, Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - i. The Commercial General Liability and Automobile Liability Insurance required shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - ii. If Provider is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk

Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

- iii. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Provider, at Provider's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- iv. Cancellation of Insurance - The above stated insurance coverages required to be maintained by Provider shall be maintained until the completion of all of Provider's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the AGENCY shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Provider in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Provider shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- v. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- vi. If Provider is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Provider shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Provider is equivalent to the above-required coverages.
- vii. All insurance afforded by Provider pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the County.
- viii. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Provider for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- ix. Failure by Provider to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Provider. County, at its sole option, may terminate this Agreement and obtain damages from Provider resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Provider, County shall deduct from sums due to Provider any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Provider pursuant to this Agreement

is insufficient to reimburse County for the premiums and any associated costs, Provider agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Provider of its obligation to obtain and maintain the insurance coverages required by this Agreement.

24) Lobbying Certification and Disclosure.

- A) PROVIDER certifies that no Federal appropriated funds have been paid or will be paid, by Provider's officers or employees, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, AGENCY's signatory official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C) Provider must submit to County a "Certification Regarding Lobbying" signed by Provider's signatory official, if the agreement amount is in excess of \$100,000.

25) Modifications of Agreement.

- A) This Agreement may be amended by a unilateral modification by County should it be determined that any provisions have been left off that are administratively required. The Director of the Responsible County Department shall be the signor of the Modification.
- B) Non-administrative modifications or extensions to this Agreement must be in writing, and signed by the parties in interest at the time of the modification. Revised cost cannot exceed the published catalog price.
- C) During this program year, Provider may add CalJOBS approved programs to this Agreement with the written permission of the Employers' Training Resource Director.

26) Negation of Partnership. In the performance of all services under this Agreement, Provider shall be, and acknowledges that Provider is, in fact and law, an independent contractor and not an agent or employee of County. Provider has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Provider retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Provider in the provision of services under this Agreement. With respect to Provider's employees, if any, Provider shall be solely responsible for payment of wages, benefits and other compensations, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, State or local, and compliance with any and all other law regulating employment.

27) No Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Provider. Nothing contained in this Agreements shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Provider that any such person or entity, other than County or Provider, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

28) Noncollusion Covenant. Provider represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Provider has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

29) Nondebarment Certification. Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and federal department or agency.

30) Nondiscrimination. As a condition to the award of Federal financial assistance under the Workforce Innovation and Opportunity Act (WIOA), Provider assures, with respect to the operation of the WIOA-funded program(s) or activity (ies) and all agreements or arrangements to carry out the WIOA-funded program(s) or activity(ies), that it will comply fully with the nondiscrimination and equal opportunity provisions of WIOA, as amended, Executive Order 11246 as amended by E.O. 11375 and supplemented by the requirements of 41 CFR part 60; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to the regulations implementing those laws including, but not limited to, 29 CRF part 26 and part 37. The Federal government has the right to seek judicial enforcement of this assurance.

31) Nonwaiver. No term, covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Provider. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

32) Notices. All notices required or provided for in this Agreement shall be provided to Employers' Training Resource at the address indicated in the opening section of this Agreement and to the Provider at the addresses indicated in the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Provider's office, or the receptionist for Employers' Training Resource.

33) Ownership of Documents. All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Provider or termination of this Agreement, whichever first occurs.

34) Representations. Provider makes the following representations which are agreed to be material to, and form a part of the inducement for this Agreement:

- A) Provider has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- B) Provider does not have any actual or potential interests adverse to County nor does Provider represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

C) Provider shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

35) Rights to Contracted Products.

A) For no additional fee or charge, products developed, prepared, generated or gathered by Provider or Provider's employees or subcontractors pursuant to this Agreement, but not including Provider's original licensed software or administrative communications and records which shall remain the exclusive property of Provider, shall be considered creative works for hire and shall be delivered to and become the exclusive property of the County and may be used by the County in any way it may deem appropriate. Provider shall thereafter have no rights whatsoever in such products, except the right to use such products for the exclusive purpose of providing services to County under this Agreement, and Provider shall not copy or disclose to any third party any such product or any portion thereof, except as in expressly set forth in this Agreement or by separated written agreement between the parties.

B) The ideas, concepts, know-how, or techniques developed during the course of this Agreement may be used by County in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any state or federal law or regulation.

C) Provider or Provider's assigned employees or subcontractors shall not publish or disseminate information gained through participation in this Agreement without specific prior review and written consent by the County.

D) Upon termination or expiration of this Agreement, Provider shall immediately deliver to County all County owned programs and documentation developed pursuant to this Agreement. In addition, Provider grants to County a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for County purposes, any Provider owned program, including system software, utilized by Provider in performance of this Agreement.

E) Upon completion of this Agreement, the provisions of this Section shall continue to survive.

36) Severability. Should any part, term, portion or provision of this Agreement be decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

37) Signature Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. This Agreement is not an authorization to provide services until signed by the Kern County Board of Supervisors.

38) Sole Agreement. This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

39) Solid Waste Disposal Act. Provider shall comply with Section 6002 of the Solid Waste Disposal Act of January 24, 1994. This section includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recycled materials as practicable.

40) Termination. Employers' Training Resource may, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty

(20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either County or Provider, Provider shall submit to the responsible County Department all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Provider for all satisfactory services rendered by Provider prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.

41) Time of Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

NONDEBARMENT CERTIFICATION

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities and Executive Order 12689, 3 CFR 1989 Comp., p. 235. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211) and 54 FR 34131 August 18, 1989.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction" "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

DRUG-FREE WORKPLACE CERTIFICATION
--

Drug-Free Workplace Act of 1990

(Government Code Section 8350 et seq)

By signing this certification, the prospective contractor or recipient hereby certifies under penalty of perjury under the laws of the State of California that the contractor or recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).

- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) 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) any available counseling, rehabilitation, and employee assistance programs; and
 - d) penalties that may be imposed upon employees for drug abuse violations.

- (3) Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed program/activity:
 - a) will receive a copy of the company's drug-free policy statement; and
 - b) will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or cancellation of the purchase order, or all that may apply. In addition, the contractor or grantee may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

Organization

Name and Title of Authorized Representative

Signature

Date

CHILD SUPPORT COMPLIANCE ACT CERTIFICATION

Agency shall comply with applicable Federal and State laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code; and

- (1) Agency, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- (2) Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and the agency may be ineligible for award of future subgrants with the County, if the County determines that any of the following has occurred:
 - (a) the false certification; or
 - (b) violation of the certification by failing to carry out the requirements as noted above.

Organization

Name and Title of Authorized Representative

Signature **Date**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal contracted funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal contracted funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the documents for all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Name and Title of Authorized Representative

Signature

Date

Date: July 26, 2016
Submitted by: Adrian Agundez, Director of Information Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

AMS.NET Annual Support Coverage Quote #Q-00010605, CISCO Network Hardware

Background:

With Measure A funds, Taft College has been rebuilding its network infrastructure with Cisco network equipment. Working with AMS.Net, Taft College maintains the bulk of the college network under one maintenance support contract.

Terms (if applicable):

Terms vary as they are determined by the contract components as indicated on the contract.

Expense (if applicable):

Total cost is \$19,092.90

Fiscal Impact Including Source of Funds (if applicable):

This contract cost is included in the ITS budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

West Kern Community College District
 29 Cougar Court
 Taft CA, 93268 US
 ATTN: Mark Gibson

Ship To

West Kern Community College District
 29 Cougar Court
 Taft, CA 93268
 ATTN: Mark Gibson

Quote Description

Renewals 16-17

Quote #	#Q-00010605
Project #	82725
Modified	7/11/2016
Account Mgr.	Greg Jaramishian
AM Phone	(925) 245-6132
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	6/17/2017

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Singlewire Support. Coverage Dates: 8/17/16-8/17/17					
1	IPTA-M1Y-B 1 Year Maintenance Subscription Per Endpoint - 250 User Tier	Informacast	300.00	\$5.95	\$1,785.00

Cisco SMARTnet Contract 91795318. Coverage Dates: 9/1/16-8/31/17					
2	CON-SAS-CSACS54 SW APP SUPP Config. Option; CSACS 4X SW	Cisco Systems Inc.	1.00	\$1,259.30	\$1,259.30

Cisco SMARTnet Contract 95104549. Coverage Dates: 9/1/16-8/31/17					
3	CON-SNT-CT5508HA SMARTNET 8X5XNBD Cisco 5508 Series Wi Serial Numbers: FCW1804L04X	Cisco Systems Inc.	1.00	\$1,819.30	\$1,819.30
4	CON-SAU-WCSP100 SW APP SUPP + UPGR Cisco WCS with PLUS	Cisco Systems Inc.	1.00	\$1,385.30	\$1,385.30

Cisco SMARTnet Contract 91795321. Coverage Dates: 9/1/16-10/31/16					
5	CON-SNT-3825VSEC SMARTNET 8X5XNBD 3825 VSEC Bundle	Cisco Systems Inc.	1.00	\$179.75	\$179.75



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Serial Numbers:FTX1010C1KE				
* This device can only receive support through 10/31/16. pricing has been adjusted accordingly.				

Cisco SMARTnet Contract 95175216. Coverage Dates: 9/15/16-8/31/17					
6	CON-SU1-A15IPS9 IPS SVC, AR NBD ASA 5515-X with IPS, SW, 6GE Data, 1GE	Cisco Systems Inc.	1.00	\$827.30	\$827.30
	Serial Numbers: FGL17024064				

Cisco SMARTnet Contract 91795321. Coverage Dates: 9/26/16-8/31/17					
7	CON-ECMU-ER11USR1 SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X	Cisco Systems Inc.	345.00	\$1.29	\$445.05
8	CON-ECMU-LICUWLT SWSS UPGRADES Services Mapping SKU	Cisco Systems Inc.	345.00	\$33.02	\$11,391.90

Order Summary

Subtotal	\$19,092.90
Adjustment	\$0.00
Taxes	\$0.00
Total	\$19,092.90



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Date: July 26, 2016
Submitted by: Adrian Agundez, Director of Information Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

AMS.NET Quote #Q-00005476, 20 Hour Flex Agreement

Background:

With Measure A funds, Taft College has been rebuilding its infrastructure with Cisco network equipment. Working with AMS.Net, Taft College IT will need assistance in setting up a network switch or a router configuration. AMS has a team of experts with Cisco VOIP and network knowledge to help with this process.

Terms (if applicable):

Terms of the agreement is 20 hours of support for VOIP and network equipment.

Expense (if applicable):

Total cost is \$3,400.00

Fiscal Impact Including Source of Funds (if applicable):

This contract cost is included in the ITS budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

West Kern Community College District
 29 Cougar Court
 Taft CA, 93268 US
 ATTN: Mark Gibson

Ship To

West Kern Community College District
 29 Cougar Court
 Taft, CA 93268
 ATTN: Mark Gibson

Quote Description

20 Hour FLEX Agreement

Quote #	#Q-00005476
Project #	81731
Modified	7/21/2016
Account Mgr.	Greg Jaramishian
AM Phone	(925) 245-6132
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	1/25/2017

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
20 Hour FLEX Agreement					
1	AMS-MS-FLEX-20 \$3,400 Block of Flex Support Hours	AMS.NET	1.00	\$3,400.00	\$3,400.00

Order Summary

Subtotal	\$3,400.00
Adjustment	\$0.00
Taxes	\$0.00
Total	\$3,400.00



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Date: July 20, 2016
Submitted by: Sharyn Eveland, Social Sciences Division Chair
Area Administrator: Mark Williams, VP of Instruction
Subject: Request for Ratification

Board Meeting Date: August 10, 2016

Title of Board Item:

Annual Renewal of IBM SPSS Statistics Base Concurrent User Subscription and Support. Quote number: 17248503

Background:

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

Terms (if applicable):

August 2, 2016 - August 31, 2017

Expense (if applicable):

\$10,690.40

Fiscal Impact Including Source of Funds (if applicable):

2016/17 District Office of Instruction budget

Approved: Mark Williams | d.v.
Mark Williams, VP of Instruction

International Business Machines Corporation

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



Quotation Number: 17248503
 IBM Contact: JOHN M. DERAEDT
 Phone Number: 1-312-239-9809

06-Jun-2016

SAP Customer Number: 3212931
 IBM Customer Number: 9140091

Quote Effective Date: 06-Jun-2016
 Quote Expiration Date: 31-Aug-2016

Customer:

Attn: Sharyn Eveland
 Taft College
 29 Emmons Park Dr
 TAFT CA 93268-2317
 UNITED STATES

Payer: 3212931

Taft College
 29 Emmons Park Dr
 TAFT CA 93268-2317
 UNITED STATES

Item	Part Number	Quantity	Unit Price	Extended Amount
IBM SPSS Statistics Base Campus Edition Campus Value Unit Term License Subscription and Support 12 Months 001 D0EVQLL 70 82.17 5,751.90 02-Aug-2016 - 31-Aug-2017				
IBM SPSS Exact Tests Campus Value Unit Term License Subscription and Support 12 Months 002 D0EU4LL 70 70.55 4,938.50 02-Aug-2016 - 31-Aug-2017				
IBM acceptance of the order is subject to credit approval. Applicable tax will be recalculated at the time of order processing.				
				Subtotal in USD: 10,690.40
				Total in USD: 10,690.40

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



Quotation Terms and Conditions

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

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

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you



be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the delivery date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Agreed to:
'Customer'

Agreed to:
Local International Business Machines Delegate

By _____
Authorized Signature

By _____
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

Addendum to IBM International Program License Agreement for IBM SPSS Campus Value Option



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

1. Campus Value Option License Grant & Restrictions

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

- a. Campus Value Units are calculated based upon the number of full time equivalent students ("FTE") of Licensee's institution and the projected number of users during the fixed term specified by the start and end dates on Quotation Number **17248503** ("Quotation") that accompanies this Addendum and as indicated in the PoE for the Program. "Full Time Equivalent" or "FTE" students are defined as the sum of full time enrolled students plus one-half of the total number of part time enrolled students.
- b. Licensee may use the Program(s) listed below only during the fixed term specified in the Quotation and on Licensee's PoE.
- c. Except for Home Use, Licensee may use the Program(s) listed below without restriction as to quantity during the applicable fixed term.
- d. Licensee may only use the Program(s) listed below for teaching and non-commercial academic research on computers owned or leased by Licensee. Non-commercial academic research means research by degree seeking students and faculty members where (i) the results of such research are not intended primarily for the benefit of a third party; (ii) such results are made available to anyone without restriction on use, copying or further distribution; and (iii) any copy of any such result is furnished for no more than the cost of hosting, reproduction, and shipping. Any other use including but not limited to university administration and operations is strictly prohibited.

2. Home Use, Academic Hospital Use, and Virtual Computer Lab Use Extensions

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

2.1 Authorization for Home Use:

If Licensee obtains the proper entitlement for Home Use as indicated in Section 3, then Licensee's students and faculty of Licensee's institution may use the Program(s) listed below at home on computers that are owned or leased by the students or faculty ("Home Use") up to the entitled number of Authorized Users in Section 3.

2.2 Authorization for Academic Hospital Use

If Licensee obtains the proper entitlement for Academic Hospital Use as indicated in Section 3 and the Licensee hospital is at minimum partially owned by Licensee, non-profit, and serving as a teaching hospital, then Licensee may use the Program(s) listed below in connection with education, training and non-commercial research on hospital premises ("Academic Hospital Use").

2.3 Authorization for Virtual Computer Lab Use

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

3. Campus Value Option Programs

CAMPUS VALUE OPTION EXTENSION	AUTHORIZATION
Number of IBM SPSS Statistics Premium Authorized Home Users	0
Number of IBM SPSS Amos Authorized Home Users	0
Number of IBM SPSS Data Collection Data Entry Premium Authorized Home Users	0
Academic Hospital Use	NO
Virtual Computer Lab Use	NO

PART NUMBER	PART NUMBER DESCRIPTION	QUANTITY
DOEVQLL	IBM SPSS STATISTICS BASE CAMPUS EDITION CAMPUS VALUE UNIT TERM LICENSE	70
DOEU4LL	IBM SPSS EXACT CAMPUS VALUE UNIT TERM LICENSE SUBSCRIPTION AND SUPPORT 12 MONTHS	70

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

Agreed to:
TAFT COLLEGE

Agreed to:
IBM

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Title:

Title:

Date:

Date:

Customer identification number:

Agreement number:

Customer address:

IBM address:

Taft College
29 Emmons Park Dr
TAFT CA 93268-2317

Date: July 26, 2016
Submitted by: Mark Williams, Vice President of Instruction
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Renewal Agreement (Quote #120055185-1) with DAI Source for IBM Cognos (Report Writer) License

Background:

This renewal agreement with DAI Source provides reporting capacity for continued work for Student Equity data needs. This IBM Software Subscription and Support includes both product upgrades and technical support. This maintenance agreement includes eight "analytics" reporting users for the data modeling team as well.

Terms (if applicable):

September 1, 2016 – October 31, 2017

Expense (if applicable):

\$8,187.11

Fiscal Impact Including Source of Funds (if applicable):

This expense will be split 50/50 between Instruction & IT.

Approved: 

Dr. Debra Daniels, Superintendent/President

Quotation #: 120055185-1
 Quote Date: 7/21/2016
 Expiration Date: 8/25/2016
 Passport Advantage #: 188400 3407311
 Taft College
 29 Emmons Park Drive
 Taft, CA 93268-2317
 United States



Li	Qty	Part	Description	Unit Price	Price (USD)
1	8	E0K2DLL	IBM COGNOS ANALYTICS EXPLORER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-SEPT-2016 31-OCT-2016	\$18.92	\$151.36
2	8	E0K2DLL	IBM COGNOS ANALYTICS EXPLORER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-NOV-2016 31-OCT-2017	\$113.52	\$908.16
3	200	E0K2HLL	IBM COGNOS ANALYTICS INFORMATION DISTRIBUTION PROCESSOR VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-SEPT-2016 31-OCT-2016	\$3.78	\$756.00
4	200	E0K2HLL	IBM COGNOS ANALYTICS INFORMATION DISTRIBUTION PROCESSOR VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-NOV-2016 31-OCT-2017	\$22.66	\$4,532.00
5	1	E0K30LL	IBM COGNOS ANALYTICS ADMINISTRATOR PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-SEPT-2016 31-OCT-2016	\$213.34	\$213.34
6	1	E0K30LL	IBM COGNOS ANALYTICS ADMINISTRATOR PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-NOV-2016 31-OCT-2017	\$1,280.00	\$1,280.00
7	1	E0L0GLL	IBM SPSS MODELER PERSONAL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS 01-SEPT-2016 31-OCT-2016	\$73.33	\$73.33
8	1	E0L0GLL	IBM SPSS MODELER PERSONAL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS 01-NOV-2016 31-OCT-2017	\$440.00	\$440.00

Total	<u>\$8,354.19</u>
DAI Discount	<u>-\$167.08</u>
Grand Total	<u><u>\$8,187.11</u></u>

Accepted By:

Date:

DAI Source is a reseller of IBM SW Subscription & Support. Purchasing IBM SW Subscription & Support through DAI Source does not change how Taft College is supported on the associated software - Taft College will continue to work directly with IBM for the delivery of SW Subscription & Support.

Invoice will be generated upon entitlement. Payment Terms are net 30 days. Please sign and return with a PO made out to:

DAI Source
5605 North MacArthur Boulevard 10th Floor
Irving, Texas 75038

Date: July 21, 2016
Submitted by: Primavera Arvizu, Interim VP of Student Services *PA*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

2016-2019 Scrip-Safe Maintenance & Support Agreement

Background:

Diplomas on Demand is the service used to prepare diplomas and certificates for students earning an award from Taft College. Maintenance and support is provided by the vendor, Scrip-Safe.

Terms (if applicable):

Three (3) year maintenance and support agreement program. Effective date will be set once the agreement is board approved and received by the vendor.

Expense (if applicable):

\$750 total.

Fiscal Impact Including Source of Funds (if applicable):

This has been budgeted for 16/17

Approved: 

Dr. Debra Daniels, Superintendent/President

SCRIP-SAFE[®]

SECURITY PRODUCTS

136 Commerce Blvd
Loveland, OH 45140
Phone: 1-800-736-7319/513-697-7789
FAX: 513-697-7891

There are many benefits included when renewing your annual Maintenance Agreement for Diplomas on Demand[®] with SCRIP-SAFE[®], such as program updates and upgrades, unlimited technical support, additional templates and revisions, and signature image processing. SCRIP-SAFE[®] offers the following maintenance options when renewing. The specific benefits offered with the maintenance plan for Diplomas on Demand[®] are outlined below.

Please check the appropriate box as to which program you wish to renew for your Maintenance. Keep in mind that support provided without a Maintenance plan in effect will incur specific charges (below).

1-year Maintenance and Support @ \$300.00 **3-year Maintenance and Support @ \$750.00**

- Creation and formatting of new templates
- Revisions to existing templates
- Scanning and formatting of signature images
- Unlimited Technical support by phone and/or email
- Program maintenance, updates, and upgrades
- Server costs

When there is no Maintenance in effect, the following charges will be applicable

- \$225/template design or template design change
- \$75/signature processing
- Technical support is available for a \$75 minimum charge per call or email, and is billable at \$50 for every additional 15 minutes of support beyond the first 15 (First 15 minutes is included with the minimum charge).

Payment Options for Diplomas on Demand[®] Maintenance Renewal for:

Taft College

- Check enclosed Customer # _____
- Please apply charges to my credit card: CC#: _____ V code: _____ Exp: _____
Name on card: _____ Authorized Signature: _____
Billing address: _____ City: _____ State: _____ Zip: _____
Email address for receipt: _____ Customer # _____
- Please send invoice for: \$300 _____ or \$750 _____ Purchase Order Number/Reference: _____
Billing Address: _____ City: _____ State: _____ Zip: _____

Payment for Maintenance must be received before terms and benefits apply.

- Not interested in purchasing the Maintenance Agreement program at this time.**
- No longer using the Diplomas on Demand[®] program.** Authorized Signature: _____

Date: July 13, 2016
Submitted by: Melissa Thornsberry, STEM Pathways Project Director
Area Administrator: Mark Williams, VP of Instruction
Subject: Request for Ratification

Board Meeting Date: August 10, 2016

Title of Board Item:

Facilities Use Agreement with the West Side Recreation and Park District for Taft College's Summer STEM Camp

Background:

As part of Taft College's Summer STEM Camp, local 6th to 8th grade students will participate in a two-week summer camp focusing on water including water robotics, mini cardboard regatta, and hydropower. The event will culminate in a pool party at the Natatorium. The agreement includes a lifeguard.

Terms (if applicable):

July 28, 2016

Expense (if applicable):

The cost for the rental is \$125.00

Fiscal Impact Including Source of Funds (if applicable):

STEM Pathways.

Approved: 
Mark Williams, VP of Instruction

FACILITY SALES RECEIPT



Receipt # 79298
 Payment Date: 07/06/16
 Household #: 237

West Side Recreation & Park District
 100 Cascade Place
 Taft CA 93268

College Taft
 29 Cougar Court
 Taft CA 93268
 mcutrona@taftcollege.edu

Hm Ph: (661)763-7700

Phone: (661)763-4246
 Website: www.wsrpd.com e-mail: info@wsrpd.com

Facility Reservation Details

Facility:	Natorium Pool, Natatorium	<u>Fees + Tax</u>	<u>Discount</u>	<u>Amount Due</u>
Reserv. Contact:	College Taft, HM: (661)763-7700	125.00	0.00	125.00
Reserv. Number:	3652			
Purpose:	STEM Program - Swim Day	Status:	Firm	
Date(s):	Thu @ 10:00A - 1:00P: 07/28			
Special Questions:	Number of Swimmers: 1-40 \$25 Payment/Deposit Paid: 08/01/2016 Fees Due in Full: 08/01/2016 Barbecue (with propane) - \$15: No			

Processed on 07/06/16 @ 15:46:44 by STEPH

FEEs CHARGED ON NEW LINE ITEMS (+)	125.00
DISCOUNT APPLIED AGAINST THESE FEEs (-)	0.00
TAX CHARGED ON NEW FEEs (+)	0.00
HH DEPOSIT/VISIT CHARGED	0.00
NEW AMOUNT DUE	125.00
PREVIOUS NET HOUSEHOLD BALANCE	620.00
TOTAL DUE	745.00
NEW FEEs PAID ON THIS RECEIPT (-)	0.00
NEW DEPOSIT PAID (-)	0.00
TOTAL PAID	0.00
NEW NET HOUSEHOLD BALANCE	745.00

Receipt # **79298**
Payment Date: **07/06/2016**
Household #: **237**

College Taft
Natatorium
7/28/2016
10:00A - 1:00P
(361)763-7700

VEST SIDE RECREATION & PARK DISTRICT

FACILITIES USE AGREEMENT

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

The undersigned, have read the above statements and understand them fully.

Signed: _____

Date: _____

ADDITIONAL INFORMATION & POOL RULES

- . Fees include a \$25 non-refundable payment/deposit that is due at the time reservation is made. Remainder of fees are due within 2 weeks of date reservation is made. If reservation is made less than 2 weeks from party date, fees are due in full when reservation is made. Fees are to be paid in the District Office at 500 Cascade Place in Taft (763-4246).
- . Basic rental includes the use of the swimming pool(s), slide, and/or picnic area. The spray park features will not be utilized this summer in effort to assist in water conservation.
- . The person(s) renting the facility is responsible for their guests and making sure that guests follow facility rules and direction of lifeguards/Natatorium staff. If guests are uncooperative, we reserve the right to end the party early and/or limit the use of the facility to certain areas. There will be no refunds or credits for parties that end early.
- . All food and decorations are limited to the picnic/snack bar area.
- . Party package rentals will include tablecloths, invitations and partyware (cups, cake plates, napkins, forks) for the number of people corresponding with your party reservation. Invitations will be made in the District Office and returned to the appropriate person for distribution. We are not responsible for the mailing of invitations. Cake/refreshments and/or party favors are NOT included in the party packages.
- . All guests must be out of the pool at the time your rental is scheduled to end. You then have 15 minutes to exit the facility. Plan your party accordingly so that you have ample time for clean-up and any activities that you have planned.
- . No life jackets are allowed. Arm floaties are allowed in the small pool or shallow end of the big pool ONLY - and with adult supervision.
- . Small children need to have one-on-one adult supervision in all areas of the pool.
- . Participants using the diving board and/or slide **MUST KNOW HOW TO SWIM ON THEIR OWN**. A parent, adult or other person **IS NOT ALLOWED** to wait in the water for the non-swimmer. This is a safety hazard.

Date: July 25, 2016
Submitted by: Primavera Arvizu, Interim VP of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

2016-2017 Agreement with Golden State Modified Community Correctional Facility (MCCF) to Provide High School Equivalency Testing Services

Background:

This agreement is between the Golden State MCCF and West Kern Community College District. With the GED exam going to computer based testing, many prisons are struggling to deliver these exams as prisoners do not have internet access. Taft College is one of the few colleges to offer both GED testing on computers and the newly approved HiSET exam which is paper pencil based. Taft MCCF is asking for Taft College to administer the HiSET exam to their facility.

Terms (if applicable):

This agreement is effective August 15, 2016 through June 30, 2017.

Expense (if applicable):

The district provides high school equivalency testing to inmates at a cost of \$125 per applicant for full battery (5 exams), \$25 per single, \$15 retests, plus 54 cents per mile to and from the facility.

Fiscal Impact Including Source of Funds (if applicable):

No funding will be needed; revenue will be generated due to this testing.

Approved: 

Dr. Debra Daniels, Superintendent/President



THIS AGREEMENT made, entered into, and executed as of the 15th day of August, 2016, BY AND BETWEEN Golden State Modified Community Correctional Facility (MCCF) (hereinafter "FACILITY"), and WEST KERN COMMUNITY COLLEGE DISTRICT (hereinafter "DISTRICT").

WITNESSED

IT IS MUTUALLY AGREED BY THE PARTIES HERETO as follows:

1. The DISTRICT agrees to provide HiSET testing of inmates at the FACILITY, at a cost of \$125.00 per full battery (5 exams), \$25.00 per single test, \$15.00 for retests and .54 cents per mile to and from the FACILITY.
2. The DISTRICT will submit an invoice for payment after each test date, detailing the number of applicants tested and mileage.
3. The rate will remain in effect from August 15, 2016 through June 30, 2017, at which time this agreement may be reviewed for renewal.

IN WITNESS WHEREOF, the parties have affixed their names hereto as of the date herein above first written.

Golden State MCCF
611 Frontage Rd
McFarland, CA 93250

TAFT COLLEGE
GED/HiSET TESTING
29 Cougar Ct
Taft, CA 93268

By: _____

By: _____

Title: _____

Joe'll Chaidez, Chief Examiner, GED

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Dr. Debra Daniels, Superintendent/President

Date: _____

Date: _____

Date: July 25, 2016
Submitted by: Primavera Arvizu, Interim VP of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

2016-2017 Agreement with Taft Correctional Institution (MTC) to Provide High School Equivalency Testing Services Agreement

Background:

This agreement is between the Taft Correctional Institution (MTC) and West Kern Community College District. This partnership allows Taft College to provide high school equivalency testing services to inmates at the Taft Correctional Institution. We have been providing this service since 2000 and would like to continue during the 2016-17 academic year.

Terms (if applicable):

This agreement is effective August 15, 2016 through June 30, 2017.

Expense (if applicable):

The district provides high school equivalency testing to inmates at a cost of \$140 per applicant for full battery (4 exams), \$35 per single, and \$15 retests.

Fiscal Impact Including Source of Funds (if applicable):

No funding will be needed; revenue will be generated due to this testing.

Approved: 

Dr. Debra Daniels, Superintendent/President



THIS AGREEMENT made, entered into, and executed as of the 15th day of August, 2016 BY AND BETWEEN Taft Federal Correctional Institution (MTC) (hereinafter "FACILITY"), and WEST KERN COMMUNITY COLLEGE DISTRICT (hereinafter "DISTRICT").

WITNESSED

IT IS MUTUALLY AGREED BY THE PARTIES HERETO as follows:

1. The DISTRICT agrees to provide GED testing of inmates at the FACILITY, at a cost of \$140.00 per full battery (4 exams), \$35.00 per single test, \$15.00 for retests.
2. The DISTRICT will submit an invoice for payment after each test date, detailing the number of applicants tested and mileage.
3. The rate will remain in effect from August 15, 2016 through June 30, 2017, at which time this agreement may be reviewed for renewal.

IN WITNESS WHEREOF, the parties have affixed their names hereto as of the date herein above first written.

Taft Federal Correctional Institution
1500 Cadet Rd
Taft, CA 93268

TAFT COLLEGE
GED/HiSET TESTING
29 Cougar Ct
Taft, CA 93268

By: _____
Title: _____
Date: _____

By: _____
Joe'll Chaidez, Chief Examiner, GED
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Dr. Debra Daniels , Superintendent/President
Date: _____

Date: July 25, 2016
Submitted by: Primavera Arvizu, Interim VP of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

2016-2017 Agreement with Taft Modified Community Correctional Facility (MCCF) to Provide High School Equivalency Testing Services Agreement

Background:

This agreement is between the Taft MCCF and West Kern Community College District. With the GED exam going to computer based testing, many prisons are struggling to deliver these exams as prisoners do not have internet access. Taft College is one of the few colleges to offer both GED testing on computers and the newly approved HiSET exam which is paper pencil based. Taft MCCF is asking for Taft College to administer the HiSET exam to their facility.

Terms (if applicable):

This agreement is effective August 15, 2016 through June 30, 2017.

Expense (if applicable):

The district provides high school equivalency testing to inmates at a cost of \$125 per applicant for full battery (5 exams), \$25 per single, and \$15 retests.

Fiscal Impact Including Source of Funds (if applicable):

No funding will be needed; revenue will be generated due to this testing.

Approved: 

Dr. Debra Daniels, Superintendent/President

TAFT COLLEGE
West Kern Community College District

THIS AGREEMENT made, entered into, and executed as of the 15th day of August, 2016 BY AND BETWEEN Taft Modified Community Correctional Facility (MCCF) (hereinafter "FACILITY"), and WEST KERN COMMUNITY COLLEGE DISTRICT (hereinafter "DISTRICT").

WITNESSED

IT IS MUTUALLY AGREED BY THE PARTIES HERETO as follows:

1. The DISTRICT agrees to provide **HiSET** testing of inmates at the FACILITY, at a cost of \$125.00 per full battery (5 exams), \$25.00 per single test, \$15.00 for retests.
2. The DISTRICT will submit an invoice for payment after each test date, detailing the number of applicants tested and mileage.
3. The rate will remain in effect from August 15, 2016 through June 30, 2017, at which time this agreement may be reviewed for renewal.

IN WITNESS WHEREOF, the parties have affixed their names hereto as of the date herein above first written.

Taft MCCF
330 Commerce Way
Taft, CA 93268


TAFT COLLEGE
GED/HiSET TESTING
29 Cougar Ct
Taft, CA 93268

By: _____
Title: _____
Date: _____

By: _____
Joe'll Chaidez, Chief Examiner, GED
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Dr. Debra Daniels , Superintendent/President
Date: _____

Date: July 20, 2016
Submitted by: Geoffrey Dunham, Food Service Supervisor 
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item: Agreement with CAKE Corporation for Point-of-Sale system for cafeteria

Background:

The CAKE point-of-sale system will be used to increase efficiency within cafeteria operations and boost sales by offering more flexible payment options to the customer.

The point-of-sale system will effectively retire the cash register currently in use in the cafeteria. The system will allow the cafeteria to take debit and credit cards along with cash and checks.

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

Terms (if applicable):

Agreement is for a 24 month service agreement upon purchase.

Expense (if applicable):

Hardware expenses of \$2,543.60, plus an estimated \$217.28 in taxes, total \$2,760.88 for equipment. Additionally, a \$49 per month fee applies for point-of-sale service access and support.

Fiscal Impact Including Source of Funds (if applicable):

This expense has been included in the cafeteria budget for the 2016/2017 fiscal year.

Approved: 
Brock McMurray, EVP of Administrative Services

CAKE POS Agreement

Operator Terms and Conditions

Last Updated: December 23, 2015

Notice: Effective August 5, 2015 Leapset, Inc. changed its corporate name to Cake Corporation. The name change does not affect the operations of the company nor any rights or obligations under this Agreement.

Please read these Operator Terms and Conditions (the "Terms and Conditions", and together with the account application, the "Agreement") carefully. The Agreement as amended governs the provision by Cake Corporation (formerly Leapset, Inc.) and its subsidiary companies ("Cake"), and use by you, the Operator (the "Merchant", "Operator", "Commercial Entity" or "you"), of the Cake services and products described herein.

This Agreement has four parts. Part A (Application and Account) describes the sign-up process and operation of your Cake account. Part B (Services Description) describes the various services and hardware products (and the sale terms of those services and products) that are governed by this Agreement. Part C (Fees and Payment) explains certain terms with respect to fees and payment and Part D (Legal Terms) contains additional legal terms, including provisions that require arbitration for any legal dispute, limit Cake's liability to you, and reserve Cake's right to amend the Agreement, including these Terms and Conditions, from time to time and/or change features of the Cake services governed by this Agreement.

A. APPLICATION AND ACCOUNT

1. **Account Application.** An account application submitted as part of this Agreement is a prerequisite to use of any Cake Services. The application may require Operator to provide information and consents regarding its business and bank account(s) and is subject to Cake's final review and approval. This Agreement shall be binding upon the parties as of the date that Cake approves Operator's account application (the "Start Date").

2. **Activation.** Operator shall cooperate to install applicable equipment, integrate systems or otherwise activate any Cake Service as is reasonably necessary for such Cake Service to be active. Failure to cooperate in the activation of a Cake Service does not relieve Operator's obligation to pay any Fees (defined below) due under this Agreement.

3. **Upgrades.** Cake may from time to time offer upgrades to a Cake Service that may be critical or mandatory. Operator shall cooperate to make or facilitate any downloads, installations and/or system and process modifications to the extent required to effectuate such upgrades and releases Cake from any liability for any interruption or cessation of the Cake Service for failure to so cooperate.

4. **Underwriting; Audits; Changes to Operator.**

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

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

4.3. **Changes to Operator.** Operator will make commercially reasonable best efforts to promptly notify Cake in the event of any anticipated sale of or change of control in Operator's business or of its intent to change Operator's trade name or fundamentally modify the manner in which Operator accepts payments.

B. SERVICES DESCRIPTION

1. **Cake Services.** The Cake Services consist of providing an Operator with access to all or a subset of Cake's services together with the right to use or purchase certain equipment (if applicable) related to the services. These services include (i) a cloud-based integrated point of sale and mobile ordering platform (the "POS Service") and/or (ii) web-based services to sell and promote Operator products to online consumers via Cake's web sites and applications (such as mobile apps) or any web site(s) (including Operator web sites and social media (e.g., Facebook plugins) owned by Operator or provided as part of the Cake Services together with related marketing campaigns if applicable (the "Web Service") and/or (iii) data analytics, business intelligence, and data-driven performance management services ("Data Analytics" or "Insights"), and/or (iv) gift card programs ("Cake Gift Cards"), and (v) certain training, installation and troubleshooting services, each to the extent selected or applicable to you as Operator. The POS Service, Web Service, Data Analytics, Cake Gift Cards, training and troubleshooting services and any other software or Internet service under Cake's control and related use rights to and/or sales terms for equipment, whether partial or otherwise, as well as certain ancillary marketing services provided by Cake comprise, individually and collectively, the "Cake Services". The Cake Services as covered herein shall not include the PayFac Services, which are governed by the terms set forth in the Cake Payments Agreement.

2. Payment Processing Services Not Governed by This Agreement. Card present payment processing services, even where related to the Services described hereunder, are formally distinct from the Services and governed by separate terms and conditions to those of this Agreement, including separate pricing and payment terms, unless the parties explicitly agree otherwise in writing. Cake has partnered with WorldPay US, Inc. ("WorldPay"), a registered ISO/MSP of Citizens Bank, N.A. Providence, RI ("RBS"), to market WorldPay's card present processing services and now or in the future may, separate from any partnership with WorldPay or RBS, directly offer "payment facilitator services" as more fully described below.

2.1. Third Party Payment Vendors/WorldPay. If applicable to the Cake Service being provided, at Operator's request, Cake may refer Operator to point of sale payment processing services provided directly (and not in connection with PayFac Services) by third party vendor(s) (each a "Payment Processor") to facilitate processing of payments received from Buyers. In such case Operator - not Cake - will enter into any payment processing agreement(s) with such vendor(s), such as WorldPay and RBS.

OPERATOR ASSUMES SOLE AND ABSOLUTE RISK FOR ITS USE OF THIRD PARTY PAYMENT PROCESSOR SERVICES AND THAT NO CAKE ENTITY SHALL BE LIABLE FOR ANY CLAIM OR DAMAGE INCURRED BY OPERATOR ARISING FROM USE OF SUCH SERVICES. OPERATOR FURTHER AGREES THAT CAKE IS NOT RESPONSIBLE FOR THIRD PARTY PAYMENT PROCESSOR SERVICES AND THAT NO WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, ARISES ON THE PART OF CAKE. OPERATOR'S SOLE RECOURSE IN THE EVENT OF ANY CLAIM IS AGAINST THE PAYMENT PROCESSOR AND OPERATOR HEREBY IRREVOCABLY RELEASES AND WAIVES ANY CLAIM IT HAS OR MAY HAVE, WHETHER OR NOT INCHOATE, AGAINST CAKE ENTITIES ARISING FROM USE OF ITS PAYMENT PROCESSOR SERVICES.

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

and further delivery of Cake's payment facilitator services may be conditioned on entering into that contract. For the avoidance of doubt, PayFac Services are not provided in connection with WorldPay or RBS.

3. POS and Mobile Ordering Service.

3.1. General. The POS Service is a local commerce cloud-based software service enabling the Operator to manage its business via a point of sale and mobile order system through features such as order management, sales analysis, payment authorization, and menu management.

3.2. Cake Market. The POS Service runs on a platform that enables the Operator to access (in addition to Leapset proprietary POS features) certain third party software solutions ("Cake Market Services") provided and supported by Cake's business partners on the "Cake Market". Examples of Cake Market Services are enhanced data analytics, accounting software reconciliation, work force management or inventory management services. To the extent Operator elects at any time to use any Cake Market Service such use is presumptively subject to the terms set forth in the "Third Party Commerce Services" Section of part D of this Agreement; however, the applicable Third Party Provider may impose additional and/or superseding terms and conditions ("Third Party Agreement") to those of this Agreement (such as terms which require a commitment to use and pay for a Cake Market Service for a particular period) and Operator's right to use the Cake Market Service will be governed by the terms of the Third Party Agreement (which the Third Party Provider has the right to enforce against you). Fees for Cake Market Services are generally invoiced and collected by the applicable Third Party Provider.

Please note that Operator will enter into any Third Party Agreement with Third Party Provider(s). The availability of Cake Market Services is ordinarily dependent on a commercial engagement between Cake and a Third Party Provider. Cake cannot guarantee the continuance of your relationship with such Third Party Provider for any period of time and in the event that it is terminated Operator's access to the Cake Market Services may be negatively affected. In addition, in the event that this Agreement is terminated or Operator's access to POS Service is suspended, Operator's access to the Cake Market Services may be negatively affected.

ANY ACCESS OF OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF CAKE MARKET SERVICES IS AT OPERATOR'S RISK. CAKE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR OMISSIONS OF ANY THIRD PARTY PROVIDER, AND EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM CAKE MARKET SERVICES. CAKE DOES NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PROVIDER OF A CAKE MARKET SERVICE OR THIRD PARTY SERVICE ADVERTISED OR OFFERED THROUGH SUCH CAKE MARKET SERVICE. CAKE FURTHER DOES NOT

WARRANT OR GUARANTEE ON-GOING ACCESS TO ANY CAKE MARKET SERVICE VIA THE POS SERVICE.

3.3. Point of Sale Equipment. If applicable, the Cake Services may include the leasing of certain point of sale and/or mobile hardware systems (each a "POS System") and, in some cases, one or more router, cash drawer, kitchen display system, printer or other hardware (collectively "Leased Equipment") and any related user documentation. The fees for such a lease and the temporal term of the lease shall be as set forth in the account application. Depending on the lease terms, an amendment to add or remove a POS System may activate a new service term for the POS Service (i.e., subscription software service) and/or be subject to a POS System reduction fee, as set forth in the account application.

As an alternative to or in addition to Leased Equipment Cake may also from time to time make hardware available to Operator on a purchase-to-own basis ("Purchased Hardware"). Purchased Hardware is owned by Operator not Cake and subject to terms, including the limited warranty and return policy, as described in Section A.5 below.

3.4. Installation Services. The set-up, surface-mounted cabling and plug-in of Leased Equipment and/or Purchased Hardware ("Installation Services") is required to use certain Cake Services.

a. Operator Installations. Operator may independently coordinate Installation Services by self-installation or through a third party selected by Operator (Cake may from time to time recommend a Third Party Provider of such services but disclaims any responsibility for such third party services).

b. Cake Installations. In addition, from time to time Cake in its sole discretion may offer to coordinate Installation Services at pricing set forth in the account application or order form. In such case, the installation of each separate Workstation generally implicates an additional installation fee regardless if the installed equipment is owned by Cake or Operator. "Workstation" means a (1) a single POS set inclusive of POS terminal, cash drawer, and local receipt printer or (2) a single unit of hardware (such as a remote prep printer) not installed immediately adjacent to a POS set to the extent that either of the foregoing requires a separate, isolated cable pull terminated to a location different than that of another Workstation. Operator acknowledges that scheduled installations delayed due to Operator acts or omissions or cancelled with less than 48 hours notice may be subject to wait time and/or cancellation fees.

3.5. Operator Deliverables. The Operator is responsible for the provision of any (if any) ancillary supplies, maintenance, configuration and services reasonably necessary ("Operator Deliverables") to utilize any Cake Service. Although the requisite Operator Deliverables vary depending on the type of Cake Service, at a minimum Operator may need (1) a stable broadband Internet connection, (2) POS printer paper, and (3) a merchant account for payment processing services. Cake shall not be

liable for any problems or damages of any kind related to Operator Deliverables.

3.6. POS Offline Mode. Offline Mode is a convenience feature of the POS Service. Offline Mode enables the POS Service to operate even when the Internet connection is slow or completely interrupted. Card payments accepted in Offline Mode may not be fully authorized until Internet connectivity is reestablished. Operator indemnifies and holds harmless Cake for any losses or liability arising from declined or unauthorized transactions made in Offline Mode.

4. Leased Equipment.

4.1. General. Operator has no property interest in any Leased Equipment and software installed thereon is the Intellectual Property of Cake or its business partners. Operator is the owner of any hardware purchased to own from Cake or a third party and this Section A.4. shall not apply to such hardware.

4.2. Acceptance. Operator shall test the operation of any Leased Equipment prior to commercial use and notify Cake about any equipment or software problems within three (3) business days of receipt. If Operator fails to notify Cake of such issues then Operator is presumptively liable for damaged and/or missing equipment/software. Unless Operator notifies Cake to the contrary within three business days of the date of installation, it shall be conclusively presumed the Leased Equipment was delivered to Operator in good operating condition.

4.3. Usage Limits and Guidelines.

a. Restrictions. Operator may solely use Leased Equipment for the purpose of receiving Cake Services. Operator may not transfer (by lease, loan, sale, or sublicense or otherwise) Leased Equipment or any software installed on it.

b. Marks. Operator may prominently display a Cake Mark on Leased Equipment provided that Operator shall not (a) modify the Cake Mark, (b) display the Cake Mark to have, in Cake's reasonable judgment, the effect of disparaging Cake or damaging its goodwill in the Cake Mark, or (c) take any action suggest the Cake Mark is owned by Operator. Further, Operator shall not display marks or trade names of any third party on Leased Equipment nor alter or position Leased Equipment in any manner so as to (in Cake's reasonable judgment) disparage Cake or its products, services, or business partners, or create confusion as to the entity providing the Cake Services or Leased Equipment.

c. Subject to clause (a) of this Section, the Cake Services and Leased Equipment shall not be modified, re-configured or altered, by the installation of third party software or otherwise, by Operator in any way. Operator agrees to pay Cake for any losses or costs, including trouble shooting or equipment replacement fees, related to its failure to comply with the foregoing.

4.4. Leased Equipment Condition and Obligation to Reimburse. The Operator must protect and keep in good state of condition and repair Leased Equipment and must not use Leased Equipment or the software on it other than in

a manner and for the use intended; and must return Leased Equipment to Cake (or an agent acting on Cake's behalf) upon termination of the Agreement, in the same condition and good order as received, ordinary wear and tear excepted. Cake or its business partners shall have the sole discretion to determine if, and to what extent, Leased Equipment has been damaged. **Operator must notify Cake within three business days of discovery of any loss of or material damage to Leased Equipment.** For Leased Equipment that is lost, stolen, or damaged beyond repair (such determination to be made in Cake's reasonable discretion), the Operator must reimburse Cake for the full replacement value. Operator agrees to pay an amount to equal the cost of any repair or replacement within fifteen (15) days of receipt of notification from Cake of the cost of such repair or replacement. In the event loss or damage Cake occurs to Leased Equipment prior to termination of this Agreement, replacement equipment will not be provided to Operator until Cake receives full reimbursement costs for the lost or damaged Leased Equipment.

4.5. Wireless Equipment. In the case of equipment used with the Cake Services with wireless functionality, Operator understands that wireless service may not be continuous and that Cake is not responsible for any failure of wireless service. The quality of a wireless signal will vary. Cake may sell or provide wireless equipment to Operator but it is Operator's sole responsibility to ensure that wireless equipment is usable in the conditions in which Operator conducts its business.

4.6. Remote Access to Equipment. Cake may from time to time with or without notice remotely access Leased Equipment, including a POS System with wireless functionality, for purposes such as customer support, installing software updates, risk analysis, and analyzing trends.

4.7. Equipment Return, Non-Return Damages.
a. Upon termination of the Agreement Operator shall (a) make Leased Equipment available for collection during business hours within 5 (five) business days of the termination date and/or (b) in the case that Operator is provided with a pre-paid return shipping box(es) for return of Leased Equipment, ship such equipment to Cake within seven (7) business days of receipt of such box(es).

b. Non-Return Damages. **If Cake (or its designee) has not received the Leased Equipment within thirty (30) days of the termination date directly due to failure by Operator to fulfill its obligations under the foregoing clause (such occurrence being a "Failure to Return"), then Operator shall be charged for all equipment owned by Cake as follows: \$800 for each unreturned POS terminal, \$400 for each unreturned mobile tablet, \$200 for each unreturned printer, and \$150 for each unreturned router, and \$900 for each unreturned kitchen display system (as applicable, "Damages"), plus to the extent permitted by law the Fees due from Operator's account during the month prior to the termination for each month following termination in which equipment has not been returned ("Lost Revenues").** Operator agrees that, (a) upon occurrence of a Failure to Return,

Operator shall immediately owe and pay applicable Damages, and (b) until all Damages are paid or all the Leased Equipment is returned Operator will be responsible for and pay accrued Lost Revenues. Cake reserves the right to charge Damages and Lost Revenues to the bank account(s) associated with the Operator account. Operator shall also pay any costs associated with Cake's attempts to recover the Leased Equipment and/or Damages from Operator after the occurrence of a Failure to Return, such as attorneys' fees and collection expenses.

5. Purchased Hardware.

5.1. General.

a. This Section applies to Operator's purchase of hardware products from Leapset. By placing the order Operator accepts and is bound by the terms of this Section. All purchases of Purchased Hardware from Cake will be made by purchase order (or equivalent on the account application or otherwise) and acceptance by Cake. Upon payment (in full) for and acceptance of delivery of the Purchased Hardware, Operator will acquire ownership of and title to the hardware components of the Purchased Hardware, and Operator will be licensed to access and use all Cake software installed in the Purchased Hardware (and any updates thereto), on a limited, non-exclusive, revocable, non-sublicensable, non-transferable basis, solely for the purposes of using the applicable Cake Services. To secure Purchased Hardware until Cake receives payment in full, Operator hereby grants Cake a security interest in all Purchased Hardware sold to Operator provided, however, such security interest shall not apply if prohibited by applicable law or with respect to any Purchased Hardware purchased under a Payments Plan (defined below) it contravenes the terms and purposes of a bona fide conditional contract of sale. This security interest allows Cake to repossess Purchased Hardware in the event that Operator fails to make full payment of the purchase price. Upon payment in full for any Purchased Hardware and any interest applicable to it, Cake's security interest in that Purchased Hardware shall be released automatically.

b. The Operator must not use Purchased Hardware or the software on it other than in a manner and for the use intended. Each item of Purchased Hardware must be operated carefully and properly in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions. Operator will make all filings and pay all taxes and other governmental assessments relative to the Purchased Hardware as required by law. Operator will pay or reimburse Cake for any other taxes and other governmental assessments other than Cake's net income taxes related to the payments due under or otherwise related to this Agreement. Returns in connection with these latter matters will be filed by Cake or Operator as Cake specifies.

c. This Section B.5 shall not apply to any lease of Leased Equipment or equipment not acquired from Cake and used by Operator in connection with the Cake Service.

5.2. Cancellations and Returns.

a. If Operator wishes to return any UNUSED Purchased Hardware after delivery, then Operator may be

eligible for a refund in an amount to equal the Purchased Hardware portion of the purchase price (i.e., not set-up or shipping and handling fees) paid by Operator *minus a restocking fee equal to 30% of the purchase price*. In order to be eligible for a refund, Operator must (i) Initiate the return within 10 days of receipt of the unit being returned; (ii) Ship the unit back with all original manuals, cables, materials, and packaging to the return shipping address provided by Cake; and (iii) Return the unit in original new condition. If Cake (or its third party agent) receives the Purchased Hardware unit after the allowable return period has expired, Operator will not be eligible for a refund.

b. Set-up service (e.g., configuration) and shipping and handling fees (if applicable) are non-refundable. UNUSED Purchased Hardware must be complete and in manufacturer's original packaging with no visible damage or use. Cake or its business partners shall have the sole discretion to determine if the Purchased Hardware is "UNUSED." Except in the event of a Cake or vendor error, Operator will be responsible for shipping charges associated with Purchased Hardware being shipped for return, exchange or replacement. Returns must be made via an authorized shipping carrier that allows the package to be tracked.

5.3. Availability and Shipping. From time to time inventory shortages at Cake's distributor(s) may affect the ability or timing related to the fulfillment of an order. Cake reserves the right to cancel an order if it is unable to fulfill the order requirements. Inventory shortages or other fulfillment issues may cause delays. Delivery times for any (if any) standard and expedited shipping options depend on date and time of acceptance by Cake of the Agreement, which is not guaranteed and may be conditioned on receipt by Cake of additional information from Operator. Operator is responsible for shipping, freight, and insurance as well as any taxes, levies, duties or similar charges unless otherwise set forth hereunder. Operator will be responsible for any loss or damage to the product during shipping of a returned unit to Cake.

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

5.5. Warranties as to Purchased Hardware.

a. Cake warrants Purchased Hardware against defects in materials and workmanship for a period of one (1) year (from original date of purchase) whereby subject to these terms Cake shall (at its option) either repair the defective Purchased Hardware or replace it with a Replacement Model (the "Hardware Warranty"). This limited Hardware Warranty extends only to Operator as original purchaser (excepted in the case of a Permitted Assignment (defined below)) and for use of hardware in connection with a Cake Service. The Hardware Warranty shall not apply (i) to cosmetic damage, including but not limited to scratches and dents, (ii) to defects caused by normal wear and tear or otherwise normal aging, (iii) to damage caused by misuse, neglect, improper handling or use contrary to any

instructions issued by Cake. (iv) to Purchased Hardware that has been repaired or altered by persons other than Cake or installed, operated, repaired and maintained in accordance with any associated documentation provided by Cake, or (v) to Purchased Hardware that has failed as a result of its being used with third party hardware, software or other systems which use has not been previously approved by Cake. Notwithstanding this limited warranty, it may be necessary for Operator to upgrade Purchased Hardware or purchase new hardware from time to time, for which Operator will be charged.

b. No warranties will be granted without proof of purchase. Cake or its business partners shall have the sole discretion to determine if, and to what extent, the Purchased Hardware is defective. Purchased Hardware found not to be materially defective after testing by Cake or its business partners may be subject to return at Operator's expense. If returned Purchased Hardware is defective beyond repair and the terms of the warranty are otherwise satisfied then Cake will in its discretion replace Purchased Hardware with a new or refurbished model that is at least equivalent in functionality to the model being replaced (a "Replacement Model").

c. Cake does not accept liability beyond the remedies set forth herein, including but not limited to any liability for Purchased Hardware not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services and support. Cake will not be liable for any consequential, special, indirect or punitive damages, even if advised of the possibility of such damages or for any claim by any third party. You agree that for any liability related to the Purchased Product, Cake is not liable or responsible for any amount of damages above the amount invoiced for the applicable product.

d. You may have other rights that vary from state to state beyond those set forth herein. Other than as permitted by law, Cake does not exclude or limit other rights you may have, including those that may arise from the nonconformity of a sales contract.

e. From time to time Cake may offer extensions on the Hardware Warranty beyond the one-year period in consideration for an additional payment. Extensions do not affect the Hardware Warranty except with respect to the period covered (as set forth in the applicable account application or invoice).

5.6. Legacy Leases of Hardware. Any Operator with use rights to equipment peripheral to the Point of Sale terminal, such as cash drawers and printers, under a legacy (prior to January 1, 2015) lease (rather than purchase) terms that signs a revised Cake Agreement on or after January 1, 2015 pursuant to revised subscription fees and a 12 month (rather than month-to-month) term will be assigned all ownership interests in such previously leased peripheral equipment subject to the warranty and other terms and conditions of the Agreement governing Purchased Hardware provided that for the purposes of any applicable warranty the date of ownership assignment shall be deemed to have occurred upon the date when the peripheral equipment was first delivered to Operator under legacy lease terms. Any future orders of Purchased

Hardware shall be subject to purchase not lease terms in accordance with this Agreement.

5.7 **Marks.** For Purchased Hardware that is a Cake Point of Sale terminal Operator shall not display marks or trade names of any third party on the POS terminal nor alter or position POS terminal in any manner so as to (in Cake's reasonable judgment) disparage Cake or its products, services, or business partners, or create confusion as to the entity providing the Cake Service or Purchased Hardware.

5.8. **Payment Plans.**

a. In the event that Purchased Hardware is made available to Operator subject to a payments plan ("Payments Plan") then the terms of this Section shall also apply. Operator shall make installment payments as set forth in the applicable invoice or application form.

b. The Hardware Warranty shall apply to Purchased Hardware subject to a Payments Plan so long as Operator is in good standing with respect to installment payments, however, Operator will bear all risk of loss, theft, destruction or requisition of or damage to Purchased Hardware. Installment obligations continue until fully performed.

c. If Operator fails to pay when due any installment payment due hereunder prior to receipt by a Cake of full payment for the Purchased Hardware, which failure continues for thirty (30) days after the due date, Cake may take what actions may be permitted by law to exercise its rights hereunder. Operator will pay Cake all reasonable costs and expenses, including attorneys' fees and court costs incurred by Operator in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

6. **Cake Insights.** Cake Insights is an analytics tool designed to help small Operators visualize transactions and understand Buyer behavior. Insights captures Buyer data directly from the Operator's point of sale terminal and social media accounts and displays trends in information that gives Operator a deeper understanding of its business. Cake Insights is available as part of the POS Service and may be offered from time to time as a stand-alone product used in connection with a separately sourced hardware and point of sale solution.

7. **Web Service (E-Commerce).** The Web Service covers selected online and mobile ordering functionality made available to Operator's Buyers at Cake's web sites, mobile applications or at a web site administrated by Cake or a business partner on Operator's behalf. The Web Service enables Buyers to pay for orders by payment to Cake ("Cake Settlement") or, alternatively, (if available) through payment facilitated by Cake ("Payment Facilitation") but settled to the Operator (the funds underlying all such online orders being "Web Service Funds").

In the case of Cake Settlement, Operator authorizes Cake to (i) collect, deposit, and transmit funds on its behalf and on behalf of Buyers in connection with Cake's provision of an applicable Web Service (such as facilitating Buyer orders on the Cake mobile app or website) and (ii) instruct Operator's

bank in the manner of how Web Service Funds should be disbursed to Operator and the timing of such disbursements. Operator also authorizes Cake to hold Web Service Funds in a deposit account pending disbursement of the funds to Operator. Operator is not entitled to any interest associated with the Web Service Funds.

In case of Payment Facilitation, Operator will be required to register for a payments merchant account and agree to the (i) terms and conditions governing the PayFac Services as set forth in the Cake Payments Agreement and (ii) if applicable the terms and conditions governing the "Cake Order" service.

To the extent Operator elects at any time to utilize a Web Service and a Third Party Provider provides supporting services, the additional Third Party Provider may impose additional terms and conditions and Operator agrees to comply with such terms for as long as Operator utilizes such services.

8. **Cake Gift Card Program.**

8.1. Cake Gift Cards (previously branded as Leapset Gift Cards or Leapset "Wallet") is a gift card management program that enables Operators to offer gift cards to its Buyers to redeem for Operator goods and services at Operator's location (i.e., the gift cards are "closed loop" gift cards) and to monitor the balance and redemption of such gift cards. The Cake gift card program is offered from time to time in generic cards ("Generic Cards") and/or custom designed cards ("Custom Cards"). Operator acknowledges that Generic Cards and Custom Cards are designed for compatibility with the Cake POS Service and if Operator ceases using the POS Service then the Generic Cards and Custom Cards may not function with third party point of sale software or hardware.

Operator agrees to pay Fees associated with the Cake Gift Card service and any card production and shipping fees for each order of gift cards.

8.2. By using Cake Gift Cards Operator agrees that (i) a Buyer may not have more than \$2,000 in value on any gift card (whether loaded on a Generic Card or Custom Card) at any time, (ii) Operator will implement policies and procedures reasonably adapted to prevent the sale of more than \$10,000 in program gift cards to any Buyer during any one day, (iii) expiration dates and service fees on the program gift cards are prohibited, and (iv) while Operator may not generally provide a cash refund from or cash back on gift cards, certain states (e.g., California) require that a gift card with value of less than \$10 be redeemable by Operator in cash. Operator is solely responsible for compliance with, and covenants to comply with, federal (including the Credit Card Act of 2009), state and local laws that apply to the gifts cards, including those that relate to notices and disclosure, fees, exchanges and refunds, expiration dates, and abandoned property compliance and reporting. Such laws may require Operator to report and pay over to the applicable local, state or federal governmental agency any unredeemed cash value of any gift card issued

by Operator. Operator is responsible for customer service for Buyers and holders of gift cards and for tracking the amount paid for any given gift card and any unredeemed balance of that amount. Operator not Cake is responsible for losses resulting from fraud committed by Buyers or Operator employees and any other use or misuse of the gift cards or any third party claims arising from Operator gift cards.

THE OPERATOR, NOT CAKE, IS THE ISSUER AND ADMINISTRATOR OF ANY ISSUED GIFT CARDS, HOLDS ANY AND ALL FUNDS RELATED TO SUCH GIFT CARDS (UNTIL FUNDS ARE REDEEMED) AND IS SOLELY RESPONSIBLE FOR HONORING THE GIFT CARDS (THE "GIFT CARD OBLIGATIONS") AND INDEMNIFIES AND SHALL DEFEND CAKE FROM ANY LIABILITY, INCLUDING THIRD PARTY CLAIMS, ARISING FROM OPERATOR'S GIFT CARD OBLIGATIONS OR THE USE OR MISUSE OF THE GIFT CARDS.

8.3. Gift Card Program Cessation. Any unused balance of any gift card must remain available to the holder of the gift card until redeemed in full. Accordingly, in the interests of protecting Buyers, in the event that this Agreement terminates and/or Operator ceases using the POS Service (for whatever reason) then Operator shall make good faith efforts to (i) migrate any card funds underlying any Generic Cards or Custom Cards to a new gift card program that is compatible with Operator's new point of sale system or (ii) in the event that Operator's new point of sale system is practicably incompatible with either Generic or Custom Cards (as programed) or Operator is not using any point of sale system on a go-forward basis, then Operator shall establish records in tangible or electronic form that enable Operator to honor its Gift Card Obligations. Cake shall provide reasonable access to documentation and technical specifications (subject to the confidentiality and intellectual property provisions of this Agreement) to the extent reasonably necessary for Operator to achieve the foregoing.

None of the foregoing shall limit Operator's obligations under this Section B.8, including, but not limited to, Gift Card Obligations.

9. **Professional Services.** On a time and materials fee basis, during standard business hours Cake may (in its sole discretion) offer professional services such as training, installation, menu set-up, troubleshooting and hardware repair services (directly or through a business partner). The fee for such services will equal the rate applicable for the service or resource multiplied by the number of units of such service being provided plus the cost of materials. Such rate and an estimate for the number of units being provided and materials cost will be quoted to Operator at the time of the request for troubleshooting. The fee estimate does not limit the bounds of what may be further requested prior to or what is actually required for performance of the troubleshooting services.

10. **Generally Applicable Service Terms**

10.1. Customer Service Support. Customer support is available for certain Cake Services. Cake shall not be liable

for any errors or omissions in any customer service support it provides or for any losses resulting therefrom including losses resulting from Operator's reliance, or failure to rely on, such support. Customer support contact information is as follows:

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

Operator should presume that customer service calls (inbound and outbound) are monitored and recorded by Cake to ensure quality of service in a manner consistent with applicable laws unless otherwise expressly stated during the call.

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

10.3. Email And Text/SMS Marketing Communications. Operator authorizes Cake and its business partners to promote services, products and features related to the Cake Services that may be of interest to Operator and/or solicit Operator's opinion for market research purposes by sending communications (such as by email or SMS message) to any

email address or mobile number associated with Operator's account.

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

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

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

Operator agrees to indemnify, defend and hold harmless Cake from and against any and all third party claims, liabilities, costs and expenses relating to or arising from Operator's responsibilities under this Section B.10.5.

C. FEES AND PAYMENT

1. Fees. Operator agrees to pay the fees listed on the account application and any addendum or order form (as amended from time to time) for the Cake Service(s) (including Leased Equipment) and Purchased Hardware (if any) selected (the "Fees"). Cake reserves the right to change recurring Fees for the Cake Service(s) at any time in Cake's sole discretion upon thirty (30) days' notice provided that any material change in Fees will give Operator right to terminate the service associated with such fee change. Activation fees, including fees for equipment installation, are nonrefundable unless the parties otherwise agree in writing.

2. Payment. Fees shall be due and payable by Operator in accordance with the agreed-upon billing period provided that fees for the purchase of Purchased Hardware and activation fees, such as installation fees, may be due immediately upon execution of the Agreement. Operator authorizes Cake (or an authorized third party acting as an agent of Cake) to charge and agrees to pay the Fees. Any portion of such fees not paid when due shall accrue interest (accruing from the initial due date) at the lower of 1.5% per month or the maximum lawful rate until the fees, and any accumulated interest, are paid in full. Failure to pay undisputed amounts owed and due on demand in full breaches this Agreement and may result to the extent permitted by law in (a) the immediate termination of the Cake Services and (b) the charge to Operator of additional fees arising from the collection of delinquent accounts, including without limitation collection agency fees, attorneys' fees and expenses, costs of any legal proceeding, and any applicable interest.

3. Automatic Electronic Funds Transfer Authorization. By the consent provided (if provided) on the account application Operator hereby authorizes Cake or any of its affiliates to:

- (i) credit or debit amounts payable to or by you under this Agreement to or from any bank accounts designated by you for use under this Agreement ("Bank Accounts"), regardless of whether designated for settlement, billing, chargeback;
- (ii) initiate credits to said bank account(s) to correct any errors and temporarily debit de minimis amounts to verify accuracy of the account information; and
- (iii) initiate credits to said bank account(s) in connection with any applicable payments or reimbursements to Operator.

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

will remain in effect until Cake receives notice from Operator or Operator's payment obligations under this Agreement terminate (whichever is earlier).

4. Collection Rights. Subject to Operator's authorization of electronic funds transfer Operator hereby agrees that amounts for which Operator is responsible under this Agreement may be deducted from its Bank Account.

5. Withholding Taxes. Cake may be required by tax authorities or law to withhold taxes on behalf of Operator. Cake reserves the right to deduct any such taxes from amounts due to Operator and to remit them to the appropriate tax authority. Cake may also be required to report the withholding tax payments to the tax authorities.

6. Set-off Rights. Without limiting Cake's rights under Section C.3 and solely to the extent permitted by applicable law, Cake may set off, reduce or otherwise settle against any Web Service Funds (described in Section B.7) held by Cake for any undisputed Fees, including but not limited to fees related to amounts due for Purchased Hardware, that Operator owes under this Agreement.

7. Grant of Security Interest. To secure the complete and timely payment of all Fees hereafter existing from time to time, Operator hereby pledges and grants to Cake a continuing security interest in Operator's right, title and interest in the funds payable to Operator arising from any (if any) settlement of payment processing funds arising from card transactions (the "Secured Property") by Cake (solely to the extent Cake is acting as a payment facilitator). In the event that undisputed Fees are 30 days or more overdue then to the extent permitted by law, Operator authorizes Cake to collect any Fees owed under this Agreement by deducting the corresponding amounts from the Secured Property and pay such amounts to Cake. Upon termination of this Agreement, Cake's security interest in the Security Property shall be released automatically. Nothing in this section is intended to limit any rights Operator may have which may not be lawfully limited.

D. LEGAL TERMS

1. Confidentiality and Privacy. Operator agrees that the Cake Services are the sole property of Cake and its parent and subsidiary affiliates and business partners and includes valuable trade secrets of Cake. Operator agrees to treat the Cake Services as confidential and will not without the express written consent of Cake: (a) distribute or market the Cake Services to any third party; (b) disclose information relating to the performance or quality of the Cake Services to any third party (except as permitted by law); or (c) disassemble, decompile, or reverse engineer any portion of the Cake Services. The provisions of this paragraph shall be effective during the term of the Agreement and for a period of two years thereafter, except that for information that constitutes a trade secret under applicable law such provisions shall be extended for so long as such information continues to qualify as a trade secret.

In using a Cake Service, Operator may receive information about Buyer or other third parties, such as Buyers' names, shipping addresses, email addresses, phone numbers, card numbers and purchasing preferences ("Buyer Data"). Such information must be kept confidential and only used in fulfilling the applicable Buyer transaction or experience and in complying with Operator's obligations in this Agreement. Operator shall not share or use any such information for marketing purposes without the express consent of the Buyer or other third party. NOTWITHSTANDING THE CAPABILITY OF THE SERVICES TO COLLECT AND STORE BUYER DATA AND TO ALLOW BUYERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM OPERATOR, APPLICABLE LAWS AND OPERATING RULES MAY LIMIT THE USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF BUYER HAS PROVIDED CONSENT, AND/OR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. Operator is solely responsible for compliance with any privacy laws applicable to the manner of its use of a Cake Service and Buyer Data.

In addition, whether in connection with the Web Service or other services, Operator shall comply with all applicable privacy laws and represents that it has all necessary rights and consents under applicable law to disclose to Cake, or allow Cake to collect, use, store and disclose any Buyer data provided to Cake or authorize Cake to collect, including if applicable information that Cake may collect directly from Operator's web site end-users via cookies or other means, and that Cake will not be in breach of any such laws by collecting, receiving, using and disclosing such information in connection with the Services. We may provide some or all of the Services from systems located within the United States or countries outside of the United States. As such, it is Operator's obligation to disclose to its Buyers that personal data may be transferred, processed and stored outside of the United States and may be subject to disclosure as required by applicable law.

2. Term and Termination.

2.1. Term.

a. Subject to clause 2.1(b) below, this Agreement commences and shall be binding as of the Start Date (defined above) and shall continue in effect for the remainder of the term identified on the account application and unless otherwise noted on the applicable account application or invoice shall automatically renew on a month-to-month basis thereafter, unless and until (i) Operator terminates the Agreement by giving written notice to Cake at least 30 days before the expiration of the then current term, (ii) the Agreement is terminated pursuant to Section D.2.2 below, or (iii) the parties agree in writing to a new term.

The service term and renewal of any Cake Service (if different than the term of this Agreement) shall be as set forth on the applicable account application, addendum or order form. Renewal of any Cake Service (other than a Cake Service subject to month-to-month agreements) will be at Fees equal to Cake pricing then in effect for the applicable Cake Service (or its reasonable equivalent in the event that the service as originally contracted is no longer available) unless the parties otherwise agree in writing at the

time of renewal. If, prior to the end of a service term period applicable to any Cake Service (a) Operator terminates the Agreement in the absence of breach by Cake of the Agreement, or (b) Cake terminates this Agreement pursuant to D.2.2 below, or (c) Operator sells all or substantially all of the business's assets and this Agreement is not assigned to and assumed by the acquirer of such assets with Cake's written approval (as per the "Assignment" Section (D.13.6) below then Operator shall be responsible for the Fees owed for the remainder of the term for such Cake Service.

b. Notwithstanding the foregoing clause (a) above and for the avoidance of doubt, any early payment made by Operator in consideration for discounted pricing is **non-refundable unless waived by separate written agreement**.

c. The termination of any third party agreement entered into by Operator in connection with this Agreement, such as a payment processing agreement with a Payment Processor, does not affect the term of this Agreement.

2.2. **Termination by Cake.** Cake has the right to terminate the Agreement and/or discontinue the Cake Services at any time with or without notice as a result of any of the following events effective immediately upon occurrence of any of the following events: (a) failure by Operator to provide the cooperation and/or assistance that is reasonably necessary to install applicable equipment and otherwise activate the Cake Services within thirty days of the applicable activation date; (b) material failure by Operator in performing the Agreement (such as failing to pay Fees due or otherwise comply with the Terms and Conditions) or complying with any applicable law; (c) irregular transactions by Operator, excessive chargebacks, or any other circumstances which, in Cake's discretion, may present a material business risk to Cake; (d) commencement by or against Operator of any proceeding in any court of competent jurisdiction seeking relief under any laws relating to bankruptcy, insolvency, or reorganization; or (e) Operator or a controlling person is listed as a terminated or high risk merchant by a payment card association brand (such as Visa or MasterCard).

2.3. **Termination by Operator.** In the event that Cake materially breaches any of the provisions of the Agreement and fails to cure such breach within 30 days of receipt of written notice from you specifying such material breach, you may terminate the Agreement or the applicable addendum which was breached immediately at the expiration of the 30 day cure period.

2.4. **Effect of Termination.** If this Agreement is terminated or suspended regardless of reason: (a) Operator's Cake account is also terminated and Operator must cease using any Cake Service, (b) any licenses provided to Operator under this Agreement shall end, (c) Cake has the right (but have no obligation) to delete all Operator information and any data, including transactional data, stored on our servers (except as prohibited by law), (d) Cake shall not be liable to you or any third party for termination or suspension of access to the Cake Services or for deletion of any information associated with your account, except that Cake will provide a pro-rated refund of Fees

already paid for Services not yet delivered in the event Cake terminates the Agreement or Services for reasons not within Operator's reasonable control and (e) those terms that by their nature are intended to survive termination (such as intellectual property ownership, arbitration obligations, indemnification obligations, limitations of liability, and obligations to pay any Fees or costs accrued prior to the effective date of the termination and any other amounts owed by Operator to Cake, including claims, fines, penalties and other liability incurred by Cake caused by Operator's use of the Cake Service) shall survive. If Operator was provided rights to use Cake-owned equipment under the Agreement, notwithstanding any termination, Operator's bank account(s) debit authorization and obligations to pay any monthly Fees shall not expire until the Operator fulfills its obligations as set forth in Section B.4.7 (Equipment Return). The termination of this Agreement does not terminate any agreement between Operator and any third party and therefore does not relieve Operator of any obligations it may have under third party agreements, including agreements with any Payment Processor or Third Party Provider of Cake Market Services.

3. **Terms of Agency.**

3.1. Operator appoints Cake as its agent for the purposes of promoting Operator's goods and services ("Operator Goods") to Buyers on any Cake Service such as Cake Gift Cards and the Web Service through any platform, including its affiliates and business partner network. The Operator Goods may be offered to all or part of Cake's consumer base or its affiliates' consumer base or business partner network and segmented by various variables including gender, age, location, and consumer preferences. Any advertising by Cake of the Operator shall be with the intent to benefit the Operator and Cake shall exercise due care and good faith when promoting Operator's goods or services.

3.2. **Publicity.** You grant Cake, its affiliates and any third party service providers designated by Cake (a) a non-exclusive, nontransferable perpetual worldwide license to use Operator trade names, trademarks, logos, service marks and other identifying marks and (b) an exclusive, nontransferable perpetual worldwide right to use Operator's menus, marketing materials, and photographs of the Operator's business or merchandise (so long as, in the case of photographs of Operator staff or owners, the taking of the photograph was authorized by Operator) each for the purposes of any promotion (such as marketing or advertising) of the Operator in connection with the services, products and business of Cake or any its direct and indirect affiliates in on-line or off-line form, such promotion to include advertisements and other marketing materials shared publicly or with targeted third parties such as prospective Cake customers. Operator will promptly notify Cake in writing of any changes to its products or services (such as items on a restaurant menu and associated prices) to the extent applicable to this Agreement.

3.3. **Trademark License.** Cake agrees to grant to Operator a non-exclusive, non-sublicensable, royalty-free,

restricted license to use and display certain of its trademarks, trade names, or logos identified by Cake (collectively, the "Cake Marks") solely for the uses identified in Section B.4.3. above except for any uses Cake approves by prior written consent. Except as set forth herein, Operator (a) shall have no right, title, or interest in any Cake Marks, and (b) shall not use the Cake Marks with its own products or name or those of any third party in any manner except as approved by Cake. Any goodwill arising from its use of the Cake Marks will inure to the benefit of Cake.

3.4. Operator covenants that: (i) it will honor the terms of all offers made in connection with any Cake Service in a professional manner, (ii) it will not impose any term on any offer which is in violation of applicable law, (iii) it will have and grant sufficient intellectual property rights in any content which it provides to Cake (including any logo or photograph) to allow Cake to display such content on the Cake Services and as otherwise necessary to promote and fulfill any offers, (iv) in connection with the Cake Services it shall collect and use personal information from Buyers only in accordance with applicable law, (v) the prices charged for Operator Goods through the Cake Services will not exceed those ordinarily charged for orders directly with the Operator; and (vi) it shall assume all risks associated with the contact of Operator (and its agents) with property and persons, and indemnify Cake for any and all claims relating thereto against Cake.

Further, Operator is responsible for all liability associated with the fulfillment of orders and promotions of any of its products or services, including food and any drink (such as alcohol and any age screening in connection thereto), payment of sales tax to the appropriate taxing authority, delivery service, compliance with appropriate health codes if applicable, and all matters concerning the condition of the subject product or service.

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

4. License and Use.

4.1. Cake grants Operator a limited, non-exclusive, revocable, non-transferable right to access and use the applicable Cake Service and/or Leased Equipment and/or software on Purchased Hardware solely for commercial business purposes (i.e., not on a personal or consumer basis) in accordance with this Agreement. Any and all intellectual property and proprietary rights and interest in or related to the Cake Service, Leased Equipment and software installed on Purchased Hardware not expressly granted by Cake in this Agreement are deemed withheld and will remain the sole and exclusive property of Cake and its vendors or business partners (as applicable). There are no implied rights of any kind.

4.2. Prohibitions. Operator shall use the Cake Services only for its intended commercial purpose and in compliance with all privacy, data protection, intellectual property, and other applicable laws. Further, Operator shall

not nor may it permit any third party to do any of the following: (i) modify, duplicate, sell, or create derivative works from Cake technology or materials, (ii) load, install or use any third party software onto the Cake Services or Leased Equipment other than software explicitly authorized by Cake; (iii) use data mining or gathering devices on the Cake Services or otherwise access or monitor any material or information on the Services or any Cake system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with Cake referencing this Section that expressly grants you an exception to this prohibition; (iv) enable functionalities that are otherwise disabled in the Cake Services, or reverse engineer the Cake Services (except to the extent that such restriction is prohibited by law); (v) interfere with the security of the Cake Services or prevent access to the Cake Services by Cake's other users; (vi) or otherwise use the Cake Services or Leased Equipment except as expressly allowed under the Agreement.

5. Intellectual Property Ownership.

5.1. The intellectual property that inheres in the Cake Services is provided on a subscription basis and/or licensed and not sold. Cake reserves all rights not expressly granted to you in this Agreement. The Cake Service, Leased Equipment, and Purchased Hardware are protected by copyright, trade secret and other intellectual property laws. Subject to certain intellectual property rights of Cake's business partners (including providers of Leased Equipment and Purchased Hardware), Cake owns the title, copyright, marks and other Intellectual Property (as defined below) in the Cake Services and all copies of the Cake Services. Operator does not obtain any right, title or interest in such Intellectual Property, including any rights to trademarks or service marks of Cake or its business partners.

5.2. For the purposes of the Agreement, "Intellectual Property" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent rights, moral rights, rights in databases and other proprietary rights of any nature, and all applicable applications and registrations, renewals and extensions thereof, under the laws of any jurisdiction.

5.3. Any idea or suggestion submitted by Operator to improve the Cake Services is gratuitous may be used by Cake in any manner commercial or otherwise and modified or otherwise without notice, compensation or attribution to Operator or any other person and shall not be subject to any obligation of confidentiality.

6. Data Ownership and Information Security.

6.1. Data Ownership.

a. Cake Data. Information that is: (i) directly submitted to the Cake Services by Buyers or prospective Buyers (including personally-identifying and financial information, such as transaction data submitted to Cake's web sites and related online applications (including mobile applications); or (ii) provided to Operator as part of the Cake

Services that is not sourced from Operator Data (defined below) ("Cake Data"), is owned by and the property of Cake or its business partners. Cake Data distributed to Operator shall be used by Operator solely to the extent necessary to (i) perform this Agreement. (ii) comply with any legal requirements, or (iii) process or promote Buyer transactions as contemplated by this Agreement, provided, however, Operator shall not share any Cake Data to any third party that is not a Buyer without Cake's prior written consent.

b. Operator Data. Operator authorizes Cake to access business and financial information about Operator or its transactions with Buyers to the extent directly or indirectly related to the Cake Services or the Agreement, including without limitation information provided to Cake by Operator to Cake during the registration process or thereafter. any and all credit card transaction and fees and related sales processing data collected by Cake or Operator's Payment Processor, and online performance data received from Operator's account on a third party site or service (such as Facebook, Twitter, or a third party site or service managed by Cake on Operator's behalf) (collectively, "Operator Data"). Operator hereby grants Cake an irrevocable, worldwide, royalty-free, transferable, and sublicensable right and license to use, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, publicly display and otherwise exploit Operator Data (including data formulated from Operator Data), directly or indirectly, in any form and authorizes any third party, including any Payment Processor, that independently collects Operator Data from Operator to grant Cake access to and use of such data (each such third party being a beneficiary hereunder). The foregoing shall among other things allow Cake to share such data with third parties for any reason related to the provision of the Cake Services or promotion of the services, products and business of Cake and its direct and indirect affiliates (including parent and subsidiary companies). Operator Data that is aggregated in an anonymized form such that neither Operator nor its Buyers may be practicably identified is owned by Cake or its business partners and may be used and shared by Cake in any manner in its discretion.

c. Sysco Operators and Sysco Projects. Without limiting the foregoing clause (b) and for the avoidance of doubt, in connection with certain projects ("Sysco Projects") performed by Cake and its strategic partner, SYSCO Corporation and affiliates ("Sysco"), Operator authorizes Sysco to access and use, and Cake to share with Sysco and use, Operator Data for any reason related to the purposes of Sysco Projects. The principal purpose of Sysco Projects is to formulate additional service and/or product offerings from Cake and/or Sysco designed to improve the Operator's overall business performance and cost structure.

6.2. Information Security and Data Storage.

Operator shall be responsible for compliance with the Payment Card Industry Data Security Standards (PCI DSS) and the Payment Application Data Security Standards (PA DSS), as applicable and promptly provide Cake with documentation evidencing compliance with PCI DSS and/or PA DSS upon Cake's reasonable request. Without limiting the disclaimer set forth in Section D.9 (Limitation of Liability; Disclaimer), Cake shall comply with applicable privacy laws regarding the securing of Operator's personal information.

However, Cake cannot guarantee that unauthorized third parties will never be able to defeat Cake's security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

The POS Service may include access to certain data related to Operator transactions collected via the POS Service through reporting tools for a period of up to six months. Access to such transaction data is not guaranteed and may be subject to additional fees if older than six months. Operator is responsible for ensuring its payments and data systems are protected against unauthorized breaches and maintaining backups of Operator Data. While Cake archives certain Operator Data, in the event of any loss of Operator Data, Operator's exclusive remedy shall be for Cake to use commercially reasonable efforts to replace or restore the lost data from the latest backup (if any) of such Operator Data which Cake has maintained in accordance with its ordinary storage procedures.

7. **Third Party Commerce Services.** Cake has separately entered into commercial agreement(s) (to which Operator is not a party) ("TP Agreements") with one or more third parties ("Third Party Providers") to integrate the Cake Services with certain third party technology platform(s) ("TP Platforms") in order to (a) enable access to the Cake Market Services by Operator (referenced in above in the Services Description) or (b) facilitate the delivery of certain services, such as online ordering, payment, gateway, decryption and wireless connectivity services, that are supported by such TP Platforms. Operator agrees that Cake and such Third Party Providers may exchange information about Operator, including financial information, to the extent necessary to effectuate the Cake Services and/or the Cake Market Services. Operator's access to the TP Platform(s) will be limited by the TP Agreements and subject to the restrictions set forth below. To the extent there is explicit conflict between the terms of this Section and those of a separate agreement between the Operator and the Third Party Provider regarding the subject matter of the Cake Market Services and/or the applicable TP Platform, then the terms of the third party agreement shall control.

(i) All title and Intellectual Property in and to TP Platform(s) are owned by the applicable Third Party Provider, not by Operator. Access by Operator to any TP Platform or related documentation is subject to a non-exclusive and non-transferable license and may be terminated at any time unless as otherwise set forth in the applicable TP Agreement. Changes to TP Platforms may occur without notice. Operator does not have any rights in connection with any trademarks or service marks of any Third Party Provider without such Third Party Provider's express written consent and shall comply with any guidelines (such as signage and placement guidelines) applicable to such marks;

(ii) A Third Party Provider is responsible for providing support services directly to Operator (rather than via the Cake Services platform) only as set forth in the Third Party Agreement;

(iii) Certain of the Operator's information may be collected and stored by Third Party Providers, shared with

other third parties (including Cake) in a manner consistent with law, and aggregated in a non-registrant specific manner by Third Party Providers for marketing purposes;

(iv) In each instance Operator shall use the most current release of a TP Platform knowingly made available to it and comply with any Third Party Provider terms of use and/or privacy policy applicable to the TP Platform as well as applicable laws and regulations, including privacy laws, with respect to its (i) provision, use and disclosure of cardholder data; (ii) dealings with the cardholders providing cardholder data; and (iii) use of the TP Platform;

(v) Operator is not a party to any TP Agreement and (a) no warranty of any kind is made to Operator by Third Party Providers, including warranties of title, performance, merchantability, fitness for a particular purpose, and non-infringement and (b) Third Party Providers are not liable to Operator for any damage caused by error, omission or inaccuracy in the applicable TP Platform or for loss of revenues associated with any outage or unavailability; and

(vi) Operator is solely responsible for the primary Internet access/connectivity necessary to utilize the POS Service or Cake Market Services and releases Third Party Provider and Cake from any liability arising in connection with Operator's use or reliance on any wireless connectivity in connection with the POS Service or Cake Market Services.

8. Indemnification. Operator agrees to defend, indemnify and hold harmless Cake and its indirect or direct subsidiary, parent or affiliate companies or any of their employees, officers, directors, and agents (collectively, the "Cake Entities") from and against all claims, losses, expenses, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees and costs) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of Operator representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Cake policies or applicable policies of its business partners or payment card association rules; (b) any claim for state sales, use, or similar tax obligations of Operator arising from Buyer transactions; (c) wrongful or improper use of any Cake Service; (d) Operator's violation of any rights of a third party, (e) Operator's violation of any federal, state or local law, rule or regulation, including but not limited to any applicable data privacy or security laws, any laws governing gift cards, and any law or regulation governing the use, sale, and distribution of alcohol, or any other Operator goods and/or services; (f) any dispute between Operator and a Buyer, including a dispute arising from any of Operator acts or omissions in connection with Buyer payment transactions or the accuracy or quality of any Operator product, content, goods or service, (g) any claim alleging or arising out of Operator's misuse of Buyer Data or (h) without limiting any of the foregoing, failure of Operator to honor in its obligations with respect to gift cards issued in connection with Cake Gift Cards.

Cake maintains the right to control its own defense and to choose its own legal counsel in any matter subject to the

foregoing indemnification, regardless of any conflict of interest between Cake and Operator.

9. Limitation of Liability; Disclaimer.

Please read this section carefully since it limits the liability of CAKE and its affiliates. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this section is intended to limit any rights Operator may have which may not be lawfully limited.

9.1. Limitation of Liability. EXCEPT FOR OPERATOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL OPERATOR OR ANY CAKE ENTITY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE CAKE SERVICES. UNDER NO CIRCUMSTANCES WILL CAKE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR CAKE ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE FULLEST EXTENT PERMITTED BY LAW, CAKE, ITS PROCESSORS, SERVICE PROVIDERS, SUPPLIERS AND LICENSORS (AND EACH OF THE RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES OF THE FOREGOING) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) LOSS OF PAYMENT TRANSACTIONS OR LOSS OF DATA, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE OPERATOR'S ACCESS TO AND USE OF ANY CAKE SERVICE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF CAKE'S SYSTEMS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE CAKE SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE CAKE SERVICES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT MADE AVAILABLE VIA THE CAKE SERVICES AND/OR (G) OPERATOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL ANY CAKE ENTITY OR ANY OF ITS PROCESSORS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OR EMPLOYEES) BE LIABLE TO OPERATOR FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR

COSTS IN AN AMOUNT EXCEEDING THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO CAKE PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY.

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

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

9.2. Disclaimer. EXCEPTING THE LIMITED WARRANTY COVERING PURCHASED HARDWARE:

THE CAKE SERVICES INCLUDING EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. OPERATOR'S ACCESS TO AND USE OF THE CAKE SERVICES AND ANY WEBSITES OR MATERIALS LINKED TO THE CAKE SERVICE, LEASED EQUIPMENT, AND PURCHASED HARDWARE IS AT ITS OWN RISK. THE CAKE ENTITIES HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO OPERATOR OR ANY OTHER PERSON REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THE AGREEMENT OR ANY GOODS PROVIDED INCIDENTALLY TO SUCH SERVICES.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE STATED HEREIN, THE CAKE ENTITIES AND THEIR BUSINESS PARTNERS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CAKE SERVICES OR THE CONTENT OF ANY WEBSITES OR MATERIALS LINKED TO THE CAKE SERVICES.

10. **Service and Hardware Taxes.** Fees quoted in any application or invoice are exclusive of all taxes, and Operator shall be responsible for all sales, use, excise, value added, property, e-waste recycling fees and other taxes and duties however designated that are levied by any taxing authority relating to the activities governed by this

Agreement, including any taxes assessed or required to be collected, paid, or withheld in connection with its receipt of the Cake Services or Leased Equipment or the purchase of Purchased Hardware ("Service and Equipment Taxes"), but excluding taxes in respect of Cake's net income. Notwithstanding the foregoing, where appropriate Cake may its sole discretion calculate, collect or pay Service and Equipment Taxes and in such event Cake reserves the right to charge and Operator agrees to pay any Service and Equipment Taxes (in addition to Fees) as reasonably calculated by Cake. Calculation of Service and Equipment Taxes by Cake may be estimated at time of purchase (based on among other things rates applicable to the billing address provided to us) and subsequently adjusted to conform to applicable law or regulation. For example, in certain jurisdictions such as California purchases of hardware may implicate an electronic equipment recycling fee (for which Operator shall be responsible) upon purchase.

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

12. **Dispute Resolution (Arbitration).**

12.1. General. If any party has a Dispute (defined below) with the other, the parties shall make best efforts to resolve the dispute through the Cake customer support group or other informal means. If the parties cannot reach resolution within a reasonable period of time, then Operator and Cake hereby agree to use arbitration to resolve the dispute.

"Dispute" means any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between Operator and the Cake Entities arising out of the Agreement or the Cake Services (including Leased Equipment, Purchased Hardware and any other equipment, products or services supported, provided or sold as part of a Cake Service) whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. "Dispute" also includes any claims that arose before this Agreement and that may arise after termination of this Agreement.

12.2. Binding Arbitration and Waiver of Class Actions. **Any unresolved Dispute will be resolved exclusively by binding arbitration unless the Dispute qualifies for a small claims court hearing.** Both parties waive any claims for punitive damages and Operator and Cake each agree that any Dispute brought against the other (even a Dispute that qualifies for court hearing) shall be in individual capacity and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, both parties agree that Disputes shall be arbitrated only on an individual basis and not in a

class, consolidated or representative action. The arbitrator does not have the power to vary these provisions.

12.3. Arbitration Procedures. The arbitration of any Dispute shall be conducted in accordance with the American Arbitration Association ("AAA") as modified by the Agreement and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA. The parties agree that: (a) arbitration will be conducted based upon written submissions unless Operator requests and/or the arbitrator determines that a telephone or in-person hearing is necessary and if the arbitrator grants the request or determines an in-person hearing is necessary, the hearing will proceed in San Mateo County, California, unless law requires, the arbitrator determines or Cake agrees that, the matter should proceed in a county in which Operator resides; (b) the arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (c) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (d) an arbitrator may not award relief contrary to what the Agreement provides, or award punitive damages or any other damages aside from the prevailing party's actual damages; and (e) in all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration and Cake will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the Dispute is frivolous.

12.4. If a court of competent jurisdiction finds any part of this arbitration section invalid or unenforceable, then the remainder will remain in full force and effect. In the event of such finding, the parties waive any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

If for any reason a Dispute proceeds in court, the parties will submit to the personal jurisdiction of, and venue in, the state and federal courts located in San Mateo County in the State of California. In such case, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys fees, incurred in connection with the Dispute. All parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement.

13. Miscellaneous.

13.1. Entire Agreement; Waiver. This Agreement, along with any applicable policies and agreements made available at Cake's web sites or Operator portal(s) and any exhibits, appendices, addenda, schedules, and amendments explicitly made hereto, sets forth the entire understanding between Operator and Cake with respect to Operator's commercial use of the Cake Service, and supersedes any and all other agreements, oral or in writing,

including any agreements as to pricing, implementation schedules, or future releases of services, related to the Cake Service, unless made in writing and expressly incorporated hereto. Notwithstanding the foregoing, an updated version of these Terms and Conditions (including any version made available to Operator by written communication or by notice at Cake's web sites or Operator portal(s)) prevail over previous versions. A party's waiver of any breach of this Agreement by the other party will not constitute a waiver of any rights or any future breach unless the waiver is in writing signed by an authorized representative of the waiving party.

13.2. Severability. If any provision of this Agreement is determined to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary for this Agreement to remain enforceable.

13.3. Disclosures and Notices and E-Sign Consent. Operator agrees that Cake can provide disclosures and notices regarding the Cake Services, this Agreement or your Cake account to you electronically by posting it to the "Restaurant Admin" merchant portal available at <https://help.trycake.com/operator-contract/> or its equivalent (the "Portal") or Cake's website, or by emailing it to an email address listed in your account. Such electronic disclosures and notices will have the same meaning and effect as if Operator was provided with physical copies. Such disclosures and notices are considered received by Operator within 48 hours of the time posted or emailed to Operator unless Cake receives notice of non-delivery. Operator should review the Portal on a regular basis to review the prevailing Terms and Conditions and check for updates. It is Operator's responsibility to keep e-mail address(es) valid and active and to monitor the e-mail account(s). Cake shall in no event be liable to Operator or any third party for any losses resulting from Operator's failure to comply with the foregoing. To withdraw consent to receiving disclosures and notices electronically, Operator should contact support@trycake.com.

13.4. Excused Non-Performance. Neither party will be liable for any delay in or failure to perform under this Agreement as a result of circumstances beyond such party's reasonable control; provided that the foregoing shall not excuse Operator's responsibility for refunds, chargebacks and fulfilling Buyer orders. Excusing circumstances include flood; war; embargo; failure or delay by third parties; and laws of any governmental authority.

13.5. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles.

13.6. Change in Ownership; Assignment. Operator shall not assign or transfer its benefit or obligations under the Agreement without Cake's prior written consent. Cake may assign any or all of its rights hereunder in its sole discretion. Subject to the foregoing, this Agreement shall be binding upon the parties and their successors and assigns (including those by merger and acquisition). Any permitted

assignee of or successor entity to the Operator must provide such additional information and execute such additional documentation or take any further actions as Cake may request in order to ensure continued provision of services under this Agreement (a "Permitted Assignment"). Unless the terms of the assignment require a change in the Cake Services or the parties otherwise agree, a Permitted Assignment shall not start a new service term for the applicable Cake Service(s) nor terminate any Hardware Warranty still within the covered period.

13.7. Additional Representations and Warranties.

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

13.8. Agreement Changes. Cake has the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Cake Services or software (an "Agreement Change") with notice that is reasonable in light of the circumstances, such as by updating the Operator Terms and Conditions on the Portal or on any website maintained or owned by Cake for the purposes of providing services under this Agreement. Operator understands the importance of regularly reviewing these Terms and Conditions as updated on the Portal.

Use of the Cake Services after notice of any Agreement Change shall confirm that you have read, accepted, and agreed to be bound by the modifications to the Agreement or constitute your acceptance of the changed Cake Service. Notwithstanding the foregoing, (a) any dispute between the parties that arose before the effective date of an Agreement Change shall be governed by the Agreement (including the binding individual arbitration clause) that was in place when the dispute arose and (b) in the event that an Agreement Change negatively and materially impacts Operator's rights under this Agreement, Operator may terminate the Agreement, and shall be released from any payment obligations under the Agreement except for outstanding fees owed (such fees include any and all amounts owed for Purchased Hardware purchased prior to the effective date of the Agreement Change), by providing written notice thereof to Cake, provided such notice must be given within 30 days following the date of notice by Cake of the Agreement Change.

CAKE POS Agreement

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

RESTAURANT INFORMATION

Restaurant Name (DBA) **Taft College Cafeteria** Contact Name **Geoffrey Dunham**
 Restaurant Address **29 Cougar Ct.** City, State, Zip **Taft CA 93268**
 Mobile **661-763-7786** Email **gdunham@taftcollege.edu**

OWNERSHIP INFORMATION

Legal Name **Taft College Cafeteria** Phone **661-763-7786**
 Legal Address **29 Cougar Ct.** City, State, Zip **Taft CA 93268**

SERVICES & PRODUCTS

Hardware	Lease - 12 months	Lease - 24 months	Lease - 36 months	Purchase	QTY	Total
POS Station (1 Terminal, printer, cash drawer)	<input type="checkbox"/> \$119/month ¹	<input type="checkbox"/> \$89/month ¹	<input type="checkbox"/> \$69/month ²	<input checked="" type="checkbox"/> \$1,499 / ea	1	\$ 1,499
Customer Touch Display				<input checked="" type="checkbox"/> \$200	1	\$ 200
Activation Services - <i>On-site activation, PC & peripheral software, on-going remote training, Data University Cloud Access, and Cloud Reporting³</i>				<input type="checkbox"/> \$999	1	\$ 999
Lease Administration Fee				<input type="checkbox"/> \$149	1	\$
Extended Warranty - <i>2nd Year Warranty for POS Terminal (includes during entire length of lease period)</i>				<input type="checkbox"/> \$299		\$
OrderPad Activation				<input type="checkbox"/> \$199		\$
CAKE Thermal Printer				<input type="checkbox"/> \$249		\$ 0
Epson Impact Printer				<input type="checkbox"/> \$399		\$ 0
Basic Menu Service				<input checked="" type="checkbox"/> \$199		\$ 199
Premium Menu Service				<input type="checkbox"/> \$999		\$
Premium Activation Services <i>(Includes 1 day On-site Training & Premium Menu Service. Includes \$500 Travel Fund)</i>				<input type="checkbox"/> \$2199		\$
Additional Training Days <i>requires custom quote based on location and availability.</i>						\$
Sub Total						\$ 2,897
Shipping & Handling						\$ 45.60
Discounts & Promotions						\$ 399
Total Due at Signing (not including taxes)						\$ 2,543.60

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

Monthly Payments	Price (ea)	QTY	Total/month
POS Monthly Lease Payment		1	\$
POS Service - <i>1st Terminal, Software subscription, cloud access and Customer support</i>	\$49/month	1	\$ 49
POS Service - <i>Hub service for each additional POS terminal</i>	\$29/month	0	\$ 0
OrderPad Service - <i>Monthly OrderPad license per device</i>	\$29/month		\$ 0
Monthly Payment Amount (not including taxes)			\$ 49

SERVICE TERM COMMITMENT

(Twenty-four Month) By signing below you agree to pay for 24 months of POS Service (the "Service Term") and the Service Term commitment upon activation of the service (the "Activation Date") and is subject to cancellation restrictions and automatic renewal per attached Terms and Conditions. Amendments to add POS Term may add more than 3 months after Activation Date start every 24 month Service Term. Peripheral hardware, printers (terminals, cash drawers, etc.) when purchased do not affect the Service Term.

1. Lease payments are calculated based on the current market rate for comparable equipment. The price of the equipment may fluctuate over the term of the lease and may not be the same as the price of the equipment at the time of the lease.
2. Operator is responsible for the hardware and software. CAKE will provide technical support and training. Operator is responsible for the hardware and software. CAKE will provide technical support and training.
3. Activation of the hardware and software is required for the Service Term to begin. CAKE will provide technical support and training.
4. Operator is responsible for the hardware and software. CAKE will provide technical support and training.
5. All equipment is required to be used for the Service Term. CAKE will provide technical support and training.
6. The terms of the agreement shall be governed by the laws of the State of California. All disputes shall be resolved through arbitration. The arbitration shall be held in the County of Santa Clara, California.

CAKE POS Agreement

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

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

Initial

BANK ACCOUNT

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

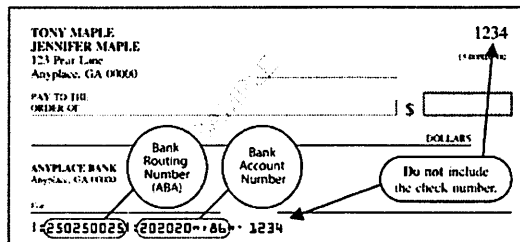
Bank Routing Number (ABA):

Bank Account Number:

Re-enter Bank Account Number

Account Holder Name

Sample Check



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

CREDIT CARD

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

Visa MasterCard Discover American Express

Cardholder Name _____ Card Number _____ Card Exp _____ / _____

Billing Address _____ Billing City, State, Zip _____ CA

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

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

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

Initial

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

OPERATOR

Signature _____
x
Name **Geoffrey Dunham**

Title _____
Date _____

CAKE CORPORATION

DocuSigned by:
Signature *Martin Thomas* _____ Title **Restaurant Specialist**
x
Name **Martin Thomas** ID: A0AE87A69EAA40A... Date **7/5/2016**

CAKE POS Agreement

ACKNOWLEDGEMENTS

- Signatories to a CAKE payment processing account will have a credit check run against their names as part of the application process. The credit inquiry may appear on the individual's consumer credit report.
- CAKE does not provide installation services. Installation is the sole responsibility of you, the operator. This includes any installation performed by you or your staff as well as service performed by 3rd party installation partners recommended by CAKE "CAKE Certified" or another 3rd party installer of your choosing. All costs and materials required for installation are your sole responsibility. CAKE provides a list of CAKE Certified installation partners and some basic materials for installation of the system however other materials such as longer cables, mounting hardware, cable management solutions etc. are not included in the basic setup kit and are your responsibility if desired.
- Hardware that is sold to and owned by Operator is subject to a limited warranty as per Terms and Conditions. Software and services are owned by CAKE subject to Operator's right to use for so long as Operator pays for the underlying POS software service and does not become delinquent in payments and otherwise complies with POS Terms and Conditions.
- Billing of monthly POS Service fees will begin 7 days after equipment delivery, or upon completion of Virtual Training.
- A pro-rated amount of the monthly POS service fee is due at end of the first month of service and the full monthly POS Service fee is charged at the start of each service month thereafter. Payment will be via ACH and will revert to credit card in the event of ACH failure.
- The credit card on file will be charged in the future if there is any issue with debiting amounts due from the Operator's bank account.
- Failure to stay current with monthly fees or lease payments can result in summary termination of your CAKE service and repossession of financed hardware.
- CAKE is not responsible for loss or damage to equipment due to negligence, misuse, or normal wear and tear. Defective hardware may be replaced under warranty from refurbished inventory with the balance of original warranty applied.
- In order to improve customer satisfaction and the level of service, transaction information for Sysco customers may be shared with Sysco Corporation.
- To improve CAKE's services or promote CAKE's business CAKE may share transaction data with its corporate affiliates, including Sysco Corporation.
- Online order settlement is performed on a weekly basis into the specified bank account net of applicable fees (5%). Settlement reports will be available in the CAKE Merchant Portal.
- The services are subject to automatic renewal and recurring charges to your payment card or bank account at regular intervals up and through any renewal term. Recurring services and charges continue until canceled in accordance with the terms of the agreement
- Signer acknowledges full understanding of all POS functionality and limitations and the terms and conditions of POS service.

I have reviewed the above information and understand the terms.

Initial

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

OPERATOR

Signature

x

Name

Geoffrey Dunham

Title

Date

CAKE CORPORATION

Authorized by:

Signature

x

Name

Martin Thomas

A0AE87A89EAA40A...

Martin Thomas

Title

Restaurant Specialist

7/5/2016

Date

CAKE | Welcome

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

GETTING STARTED

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

MENU BUILD

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

CREDIT CARD PROCESSING

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

INSTALLATION

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

TRAINING

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

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

CAKE MARKET

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

BILLING

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

24/7 CUSTOMER SUPPORT

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

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

I have reviewed the above information and understand the terms.

Initial



PRE-INSTALLATION REQUIREMENTS

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

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

- Completed countertops, walls, ceilings, & floors ready for surface mounted permanent installation.
- 17"H x 18"W x 18"D of existing counter space per POS w/Cash Drawer.
- 12"H x 10"W x 10"D of existing counter space per POS w/o Cash Drawer.
- 5"H x 15"W x 15"D of existing counter space per Cash Drawer.
- 7"H x 6"W x 5"D of existing counter space per remote Printer.

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

WHY CHOOSE CAKE CERTIFIED?

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

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

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

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

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

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

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

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

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

CAKE NATIONWIDE CERTIFIED INSTALLERS

Boomtown
913-652-7000
projects@goboombtown.com

IST - Installation Service Technology
913-652-7000
cake.installs@istservice.com

I have reviewed the above information and understand the terms.

Initial

Date: July 28, 2016
Submitted by: Kathy Johnson, Director, West Kern Adult Education Network
Area Administrator: Mark Williams, VP of Instruction
Subject: Request for Ratification

Board Meeting Date: August 10, 2016

Title of Board Item:

Agreement with Lucille E. Holt for consultation regarding Grant reporting, administration and budgets.

Background:

West Kern Adult Education desires to obtain the services of a Lucille E. Holt, a trained and experienced consultant in accounting, budgets, grants administration and reporting.

Terms (if applicable):


August 1, 2016 to June 30, 2017

Expense (if applicable):

\$75.00 per hour not to exceed 240 hours (\$18,000 total)

Fiscal Impact Including Source of Funds (if applicable):

Expenses paid for by AB104 grant monies.

Approved:  _____
Mark Williams, VP of Instruction

**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 Lucille Holt ("Independent Contractor"). The agreement is effective August 1, 2016

Recitals

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

Accounting, budgets, grants administration and reporting

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

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

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

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.

2. **Length of Agreement.** Independent Contractor shall provide the services

August 1, 2016 through June 30, 2017 All work shall be performed at the following location:

915 North 10th Street, Suite 34, Taft, CA 93268

3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following:

Grant reporting, administration and other services as directed.

4. **Service Days.** Independent Contractor shall render services on days which the District's Offices are open for business. Services shall be rendered for up to 30 days.

5. **Compensation.** Independent Contractor shall be paid the sum of \$75.00 per hour (not to exceed 240 hours or \$18,000 total).

6. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes

which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

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

8. **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.

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

10. **Earlier Termination.** District may terminate this Agreement upon providing Independent Contractor with 30 days' prior written notice of such termination.

Executed at Taft California, on the dates shown below.

Date of WKCCD Board Approval:

West Kern Community College District:

Independent Contractor:

By:

(Signature)

Dr. Debra Daniels

(Printed Name)

Superintendent/President

(Title)

(Signature)

(Address)

(Social Security # or TIN #)

Date: July 26, 2016
Submitted by: Dan Hall, Distance Learning Coordinator
Area Administrator: Mark Williams, VP of Instruction
Subject: Request for Approval

Board Meeting Date: August 10, 2016

Title of Board Item:

Agreement with GeoGebra for Dynamic and Static Licensing Materials

Background:

GeoGebra is a dynamic mathematics software that provides an effective and easy way to include high quality images and interactive applets to complement printing and e-learning products. This includes accurate drawings of mathematical constructions and embedding dynamic applets into webpages, learning platforms, and e-books to illustrate learning concepts and to encourage students to touch and explore math concepts using sliders, check-boxes, and movable points. This software will be utilized by the Math department.

Terms (if applicable):

August 15, 2016 - August 14, 2017

Expense (if applicable):

\$417.60

Fiscal Impact Including Source of Funds (if applicable):

This expense will come from the Math/Science division funds

Approved: Mark Williams / D.V.
Mark Williams, VP of Instruction

GEOGEBRA

LICENSE AND COLLABORATION AGREEMENT

This **Agreement** (which includes this term sheet and the terms and conditions attached) is made between **GeoGebra GmbH** of Wolfauerstr 90, 4040 Linz, Austria ("**GeoGebra**"), and the **Licensee** as named below, on the terms and subject to the conditions set out in the attached **Terms and Conditions**.

Licensee	Taft College 29 Cougar Court Taft, California 93268 USA Contact: Daniel Hart dhall@taftcollege.edu
License Term	See Section 10 of License Terms and Conditions attached hereto. The License Term shall mean the period during which Licensee can submit a schedule of products/services ("Product Schedule") to GeoGebra that initiate a new Permitted Use in connection with an identified product/service and a License relating thereto. The License Term describes a 12 month period, initiated at execution of this agreement (the "Effective Date") and shall automatically renew for successive one (1)-year periods unless either party gives the other party written notice of its decision not to renew at least ninety (90) days prior to the end of the then current License Term.
License Fee	The License Fee is calculated using GeoGebra's Licensing and Fees Schedule of the applicable License Term (12-month period) and year. For a License Term commencing in 2016, the year of execution of this agreement, the License Fee is thus calculated in accordance with the document "GeoGebra Licensing & Fees – 01112015". The License Fee shall be issued by GeoGebra at the start of each annual License Term and/or following receipt, review and confirmation by GeoGebra of a respective Product Schedule provided by the Licensee. License Fees apply for each/any year End Users are subject to fees related to Licensee Products. After the initial first year from the Effective Date, and each one year anniversary thereafter (the "Review Date"), License Fees will be subject to change and alignment with GeoGebra's Licensing and Fees Schedules applicable on the Review Date. License fee calculations as described in the License and Fees Schedule shall not increase more than once every year and shall be capped at the equivalent increase in the Consumer Price Index (Austria) for the applicable one year period prior to the Review Date. Any change in License Fees shall be effective as from the Review Date and applied to all Product Schedules (existing and new) on a going forward basis after the Review Date. Total use/user/units identified in a Product Schedule (End Users) which are used in the calculation of the License Fees, shall be provided by the Licensee in each Product Schedule at the beginning of each License Year, with respect to the Permitted Use set forth in such Product Schedule, and shall be Licensee's good faith <i>projected number</i> of End Users for the respective Product through the Distribution Term (see 10.0 License Term and Termination) for such Permitted Use.

	<p>End User numbers provided by the Licensee, and which are used in the calculation of the License Fee, are taken as the <i>projected number</i> of users during a license term given annual use/user data of the preceding year or a reasonable estimation if past use/user data is unavailable or deemed unrepresentative. Any additional End Users in excess of the projected number of must be reported 30 days prior to the end each annual License Term, and will be reflected as an adjustment in the License Fee.</p>
<p>Payment Terms</p>	<p>The Licensee shall pay the License Fee within 30 days of receiving an invoice.</p> <p>GeoGebra will submit an invoice following receipt of the initial Product Schedule hereunder and for all subsequent Product Schedules submitted on an annual basis for each forthcoming License Year.</p> <p>In the event an adjustment of the license fee is required given revised user numbers, the balance shall be paid on or before the end of the license term or carried over as part of a renewal agreement.</p>
<p>GeoGebra Materials</p>	<ul style="list-style-type: none"> • GeoGebra as Supporting Software • Dynamic and Static Materials <p>GeoGebra Materials Terms Explained:</p> <p>GeoGebra’s Dynamic and Static Materials solution is an entry-level service, providing an effective and easy way to include high quality images and interactive applets to complement print and e-learning products, such as in the following use-case scenarios:</p> <ul style="list-style-type: none"> • Including accurate drawings of mathematical constructions that can be included in print or e-books as illustrations. • Embedding dynamic applets as iframes into webpages, learning platforms, and e-books to illustrate learning concepts and encourage students to touch and explore math concepts using sliders, check-boxes and moveable points. <p>The Dynamic and Static Materials service may not be suitable for partners who want to enable students or teachers to search, download, create, save or share GeoGebra construction files.</p> <p>A license agreement for using GeoGebra as Supporting Software includes the desktop, web, and tablet apps on all available platforms with the option of having up to 10% Dynamic and Static Materials in the Licensee’s products and services as described in Permitted Use.</p> <p>A GeoGebra as Supporting Software license includes an opportunity to integrate GeoGebra software within partners’ platforms using GeoGebra’s JavaScript APIs. Platform integration using GeoGebra’s JavaScript APIs is subject to an additional one-time development/technical support fee (see item 4 in Support Services and Specification for details).</p> <p>The Licensee will have access to software updates for the life of this agreement, including new apps (e.g., forthcoming tablet app updates, GeoGebraWeb updates, and proposed phone app) on all available platforms.</p>

	For a detailed explanation regarding the GeoGebra Materials, including 'GeoGebra as Supporting Software' and 'Dynamic and Static Materials' please see "GeoGebra Licensing & Fees - 01112015"
Permitted Use	The GeoGebra Materials and the Software are being licensed to Licensee under this Agreement for use in connection with various Licensee offerings to be identified during the License Term in a Product Schedule to be delivered in advance by Licensee (the "Platform") and subject to confirmation by GeoGebra and payment of applicable License Fee.
Support Services and Specification (setting out the Licensee's requirements for any software support services)	<ol style="list-style-type: none"> 1. Software Updates <ul style="list-style-type: none"> ○ Access to GeoGebra software updates which are made publicly available on all present and future platforms. 2. Standard Services Technical Support/Help Desk <ul style="list-style-type: none"> ○ Access to technical/help desk support by a qualified GeoGebra developer/engineer available through techsupport@geogebra.org. ○ Access GeoGebra Forum for open discussions and to review historical threads. 3. User Support and Help <ul style="list-style-type: none"> ○ Access to current and future publicly available GeoGebra Help and Tutorial materials to the Licensee and the Licensee's End Users, including those indexed at: https://www.geogebra.org/help/ ○ Access to regional GeoGebra workshops and conferences schedules (see www.geogebra.org or contact community@geogebra.org for details and scheduled events. NOTE: Attendance at some workshops may be subject to fees set by third party workshop providers.) 4. Platform Integration using GeoGebra's API <ul style="list-style-type: none"> ○ Integration of GeoGebra within the Licensee's platform is subject to a one-time flat fee of USD\$1,200.-. Licensee may access up to one full day equivalent of developer/engineer services to support a standard integration. Additional development services will be agreed separately and are subject to GeoGebra's standard day/hourly rates.
Special Provisions	None.

By signing below the parties hereby accept and agree the terms and conditions of this Agreement.

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

Duly authorised to sign for and on behalf of
GeoGebra GmbH

Duly authorised to sign for and on behalf of
The Licensee

License Terms and Conditions

1. Interpretation and Definitions

1.1 In this Agreement in addition to the terms defined on the Term Sheet the following terms shall have the following meanings unless the context otherwise requires:

Creative Commons License	the Creative Commons Attribution-NonCommercial-ShareAlike license (version 3.0 or later), the current text of which can be found via this link: http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode ;
End Users	individuals who are either in education or their teachers who shall have access to the Platform and the GeoGebra Materials made available to them from the Platform;
Distribution Term	the period of up to three (3) years from the License Term as stated in each respective Product Schedule, during which period Licensee shall have the right to exploit the GeoGebra Materials and Software in accordance with Permitted Use, subject to payment of the applicable License Fee, as more fully described in clause 10.1 below;
GeoGebra Materials	those materials listed on the Term Sheet and any other materials expressly made available to the Licensee or which are created pursuant to this Agreement using or which derive from the Software;
GeoGebra Websites	http://www.geogebra.org , http://www.geogebraTube.org and any of their subdomains;
General Public License	the GNU General Public License (version 3 or later) as published by the Free Software Foundation, the current text of which can be found via this link: http://www.gnu.org/licenses/gpl.html ;
Installers	the official installation packages that enable the Licensee to install or embed the Software on the Platform, including GeoGebra Java and/or HTML5 applets or widgets and/or documentation files;
Intellectual Property Rights	all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;
Language Files	the GeoGebra language files and documents which comprise the user interface language files (or translations) for all languages used by the GeoGebra application and applets which are part of every official binary distribution of the Software as well as all "GeoGebra Help", "GeoGebra Quickstart" and other document files found on the GeoGebra Websites;

License	the license granted at clause 2 and the restrictions on that license set out at clause 3;
Maintenance Release	all future releases issued for the Software which GeoGebra shall make available to the Licensee in order to correct errors, bugs or defects in the Software, but expressly excluding any New Version;
New Version	any new version of the Software, including such new version required to support additional operating systems or hardware or a change in the programming language, which such new version requires a new license to be agreed in accordance with clause 5;
Open-Source Software	collectively the Source Code and Language Files which are made available to the Licensee in accordance with the General Public License and the Creative Commons License;
Platform	the Licensee's platform, software, operating system or media as defined in the Term Sheet, from which the GeoGebra Materials will be made available to view by End Users, for example a website, CD ROM or other electronic media;
Products	the Licensee's books, ebooks, CD ROM or other digital access or physical support which include, refer to, or incorporate the GeoGebra Materials and/or Software;
Software	the GeoGebra dynamic mathematics software application including its Source Code, Language Files and Installers as expressly made available under the terms of the License to support the GeoGebra Materials;
Source Code	the source code of the Software as available from http://dev.geogebra.org ;
Support Services	such services as the Licensee may require from GeoGebra to customise, configure, maintain or support the Software and/or the GeoGebra Materials as stated on the Term Sheet (if required) and which shall be recorded, if required, in detail in the Specification;
Term Sheet	the sheet to which these Terms and Conditions are attached which summarises the commercial terms on which the License is granted by GeoGebra to the Licensee;
Third Party Software	the Open-Source Software and any proprietary third-party software including software libraries.

1.2 In this Agreement, unless the context requires otherwise:

- (a) a reference to a clause or schedule is a reference to a clause in or schedule to this Agreement and clause headings shall not affect the interpretation of the Agreement;**
- (b) words importing the singular shall include the plural and vice versa and references to any gender shall include all other genders;**

- (c) references to persons shall include bodies corporate, unincorporated associations, trusts and partnerships;
- (d) references to the "parties" means the parties to this Agreement and "party" means any one of them and shall include that person's permitted assignees, transferees or successors in title;
- (e) references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision;
- (f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (g) references to "writing" or "written" include faxes, email and any non-transitory form of visible reproduction of words.

2. Grant and Scope of License

- 2.1 In consideration of the License Fee and subject to the Licensee complying with the terms of this Agreement, GeoGebra grants to the Licensee a non-exclusive license for the duration of the License Term to make available the GeoGebra Materials to End Users from the Platform using the Software.
- 2.2 For the purpose of clause 2.1 use of the Software shall be restricted to:
 - (a) use of the Software in object code form for the purpose of allowing the Licensee to integrate the GeoGebra Materials with the Platform; and
 - (b) loading the Software onto the Platform for the purposes of making the GeoGebra Materials available to End Users, provided that installation on the Platform for distribution to End Users is made available on terms which are consistent with the terms of this Agreement and, where applicable, the terms of the Creative Commons License and the General Public License.

3. Restrictions and Conditions of the License

- 3.1 Subject to clauses 3.2 and 3.3 the Licensee represents, warrants and undertakes that it shall:
 - (a) not resell, sub-license or sub-contract, frame, re-publish or re-distribute the Software or GeoGebra Materials to any third party save as set out in this Agreement;
 - (b) not modify, alter, adapt, translate or edit, or create derivative works of, the Software or any part of it (except as permitted by the Creative Commons License and the General Public License);
 - (c) not attempt to reverse engineer, decompile or disassemble the Software or any part of it (except as mandated by applicable law or as permitted by the Creative Commons License or the General Public License); and
 - (d) not circumvent or remove or attempt to circumvent or remove the technological measures applied to the Software for the purposes of preventing unauthorised use.

- 3.2 The Licensee may copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part to the extent that any reduction of or conversion of the Software to machine or human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of the Platform by the Licensee, unless GeoGebra has reserved the right (or is required to) carry out such action as part of the Support Services in consideration of a reasonable commercial fee or has provided the information necessary for the Licensee to achieve such integration within a reasonable period. The Licensee shall request GeoGebra to carry out such action or to provide such information (and shall meet GeoGebra's reasonable costs in providing that information) before undertaking any such reduction or conversion itself.
- 3.3 The Licensee may use the GeoGebra Materials and Software to make educational and learning materials available to End Users as is consistent with the Permitted Use only and on condition that the Licensee ensures the End Users are only permitted to use the GeoGebra Materials for non-commercial purposes only (as is consistent with the Creative Commons License).
- 3.4 The Licensee may not use any such information provided by GeoGebra or obtained by the Licensee during any such reduction permitted under clause 3.2 to create any software whose expression is substantially similar to that of the Software, to create any materials that are substantially similar to the GeoGebra Materials, nor use such information in any manner which would be restricted by any copyright subsisting in the Software or the GeoGebra Materials.
- 3.5 Without the prior written consent of GeoGebra the Licensee shall not:
- (a) sub-license, assign or novate the benefit or burden of the License in whole or in part;
 - (b) allow the GeoGebra Materials or the Software to become the subject of any charge, lien or encumbrance; or
 - (c) deal in any other manner with any or all of its rights and obligations under this Agreement.
- 3.6 The Licensee shall ensure that:
- (a) the Software is made available on the designated Platform for the purposes of the Permitted Use only and the number of persons to whom the Software and GeoGebra Materials is made available does not exceed the number set out on the Term Sheet (if any);
 - (b) it keeps a complete and accurate record of its copying and disclosure of the Software and its uses, and produce such record to GeoGebra on request from time to time;
 - (c) it notifies GeoGebra as soon as it becomes aware of any unauthorised use of the GeoGebra Materials or the Software by any person;
 - (d) it pays for broadening the scope of the License to cover any additional or unauthorised use, an amount equal to the fees which GeoGebra would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced; and
 - (e) in accordance with clause 11.2, it includes GeoGebra's copyright and attribution notice on all entire and partial copies it makes of the GeoGebra Materials or Software or any materials deriving from use of the Software on any medium.

3.7 The Licensee shall permit GeoGebra to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software and/or GeoGebra Materials are being kept or used, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Licensee is complying with the terms of the Agreement, provided that GeoGebra provides reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.

4. Support Services (Customisation and Configuration)

4.1 GeoGebra shall perform the Support Services in accordance with the Licensee's reasonable requirements and in accordance with the detail recorded in the Specification (if appended to this Agreement as stated on the Term Sheet). The Support Services may be delivered via the GeoGebra Website.

4.2 GeoGebra shall perform the Services:

- (a) in accordance with any reasonable deadlines that the Licensee expressly brings to its attention (although time shall not be of the essence);
- (b) with reasonable skill and care and to a standard expected of a professional IT software provider; and
- (c) in accordance with all applicable law.

5. Maintenance Releases and New Versions

5.1 GeoGebra will provide the Licensee with any Maintenance Release generally made available to its other licensees (which is normally achieved by making such Maintenance Release available on GeoGebra's website). GeoGebra warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Licensee shall install all Maintenance Releases as soon as reasonably practicable after receipt or notification of its availability.

5.2 Should, during the Term, GeoGebra issue a New Version it will offer such New Version to the Licensee on such terms as the parties shall agree in good faith and this Agreement (including the License Fee) shall be amended by the parties accordingly.

5.3 For the purposes of this clause 5, a Maintenance Release shall only include corrections for problems in the current Release identified by GeoGebra, modifications, enhancements and other improvements which GeoGebra elects to incorporate into and make part of the Software and/or GeoGebra Materials and does not separately market or charge for.

6. License Fee

6.1 The Licensee shall pay to GeoGebra the License Fee in accordance with the Payment Terms.

6.2 All sums payable under this Agreement are in US dollars and exclusive of VAT or any relevant local sales taxes, for which the Licensee shall be responsible.

6.3 During the License Term, and for a period of six (6) years thereafter, Licensee agrees to keep complete and accurate records (including full and accurate financial records) of all matters relating to the License Fee payments made under this Agreement, which shall include records of when all payments were made, showing the method of calculation in arriving at the License Fee, and such records shall be kept in a form which allows accurate checks to be made and shall be supported by all relevant documents which Licensee customarily generates.

- 6.4 Pursuant to clause 3.7, GeoGebra (and its employees, agents or representatives) shall have the right from time to time, for the purpose of confirming the accuracy of the statements and amounts due to GeoGebra under this Agreement, to, and/or to appoint an auditor at the cost of GeoGebra to, inspect, audit, copy and make extracts from all such statements, including those aspects of the general ledger and books of account which detail sales generated by Licensee and the number of Purchasers. If any audit reveals that there has been a shortfall in payments made to GeoGebra, Licensee shall pay such shortfall forthwith and, if the shortfall is five per cent (5%) or more of the sums payable in respect of the relevant period, Licensee shall reimburse GeoGebra for its reasonable expenses incurred in respect of the audit, including the reasonable expenses of any independent third party appointed by GeoGebra to conduct the audit.

If the Licensee fails to pay any amount payable by it under this license GeoGebra may charge the Licensee interest on the overdue amount (payable by the Licensee immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of the Austrian National Bank (Oesterreichische Nationalbank). Such interest shall accrue on a daily basis and be compounded quarterly.

7. Intellectual Property Rights

- 7.1 The Licensee acknowledges that all Intellectual Property Rights in the Software anywhere in the world belong to GeoGebra (or in the case of Third Party Software which GeoGebra has the right of use, belong to the third party licensor), that rights in the Software are licensed (not assigned) to the Licensee, and that the Licensee has no rights in, or to, the Software other than the right to use it in accordance with the terms of this Agreement.
- 7.2 Materials generated using GeoGebra are a derived product of the GeoGebra software and thus are under the copyright of both GeoGebra and the party who/which generated the materials. Use of the materials generated using GeoGebra are restricted to the terms of this agreement and protected from commercial use by others.
- 7.3 GeoGebra warrants that it has the rights to grant the License pursuant to clause 2 and to license or sub-license the Third-Party Software to the Licensee on the terms of this Agreement.

8. Warranties

- 8.1 GeoGebra warrants that the Software will conform in all material respects to the Specification for a period of 90 days from the date of execution of this agreement (Warranty Period). If, within the Warranty Period, the Licensee notifies GeoGebra in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Licensee, or anyone acting with the authority of the Licensee, having amended the Software or used it outside the terms of this Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by GeoGebra, or it has not been loaded onto Licensee-specified or suitably configured equipment, GeoGebra shall, at GeoGebra's option, do one of the following:
- (a) repair the Software;
 - (b) replace the Software; or
 - (c) terminate this Agreement immediately by notice in writing to the Licensee and refund any of the License Fees paid by the Licensee as at the date of termination

(less a reasonable sum in respect of the Licensee's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Licensee provides all the information that may be necessary to assist GeoGebra in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable GeoGebra to re-create the defect or fault.

- 8.2 GeoGebra does not warrant that the use of the Software will be uninterrupted or error-free and the Licensee acknowledges that complex software is never wholly free from defects, errors and bugs. GeoGebra gives no warranty or representation that the Software will be wholly free from such defects, errors and bugs.
- 8.3 The Licensee accepts responsibility for the selection of the Software and the GeoGebra Materials to achieve its intended results and, save as expressly agreed pursuant to this Agreement, acknowledges that the Software has not been developed to meet the individual requirements of the Licensee.
- 8.4 Any Open-Source Software provided by GeoGebra may be used according to the terms and conditions of the specific license under which the relevant Open-Source Software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 8.5.
- 8.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

9. Limited Liability

9.1 Except as expressly stated in clause 9.2:

- (a) GeoGebra shall not in any circumstances have any liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- (i) indirect loss or special damage even if GeoGebra was aware of the circumstances in which such indirect loss or special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of goodwill;
 - (vi) loss or corruption of data,

provided that this clause 9.1(a) shall not prevent claims for loss of or damage to the Licensee's tangible property that fall within the terms of clause 9.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 9.1(a);

- (b) the total liability of GeoGebra, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the equivalent of the amount of the License Fee payable in one calendar year; and
 - (c) the Licensee agrees that, in entering into the Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) GeoGebra shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- 9.2 The exclusions in clause 9.1 shall apply to the fullest extent permissible at law, but GeoGebra does not exclude liability for:
- (a) death or personal injury caused by the negligence of GeoGebra, its officers, employees, contractors or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability which may not be excluded by any applicable law.
- 9.3 All dates supplied by GeoGebra for the delivery of the Software and/or GeoGebra Materials or the provision of Support Services shall be treated as approximate only. GeoGebra shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 9.4 All references to "GeoGebra" in this clause 9 shall, for the purposes of this clause 9, be treated as including all employees, subcontractors and suppliers of GeoGebra and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.
- 9.5 The Licensee shall comply with the terms and conditions applicable to the use of Third-Party Software and shall indemnify and hold GeoGebra harmless against any loss or damage which it may suffer or incur as a result of the Licensee's breach of such terms howsoever arising.
- 9.6 GeoGebra may treat the Licensee's breach of any terms and conditions of Third-Party Software as a breach of this Agreement.

10. License Term and Termination

- 10.1 The License Term shall start on the Effective Date and remain in force until the first anniversary of the Effective Date, subject to renewal as set forth below. Licensee shall have the right to distribute each Product that is the subject of a Product Schedule submitted to and confirmed by GeoGebra as per Permitted Use of the Term Sheet, subject to payment of the applicable License Fee. This right extends for a period of three (3) years from the "Applicable 12-month License Term" set forth in the respective Product Schedule (each, a "Distribution Term") in each case subject to earlier termination under clauses 10.2 and 10.2.a. The License Term shall automatically renew for successive one (1)-year periods unless either party gives the other party written notice of its decision not to renew at least ninety (90) days prior to the end of the then current License Term. The initial one (1) year period plus any and all renewal periods shall constitute the "License Term" for all purposes of this Agreement.

- 10.2 This Agreement shall commence on the Effective Date and shall expire at the end of the calendar year in which the final Distribution Term to expire hereunder expires and all obligations of both parties in connection therewith expire or are fulfilled. Either party will have the right to terminate this Agreement and cancel the License Term with immediate effect upon written notice if:
- (a) the other party commits a material or persistent breach of this Agreement and (in the case of a material breach which is capable of remedy) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and / or property of the other party, or documents are filed for the appointment of an administrator for such purposes, or notice of intention to appoint an administrator for such purposes is given by the other party or other third party;
 - (d) a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager in respect of any part of the other party's undertaking or assets;
 - (e) the other party makes any arrangement or composition with its creditors , or makes an application to a court for the protection of its creditors in any way, or becomes bankrupt, or if the other party ceases to trade or threatens to cease to trade;
 - (f) the other party takes or suffers any similar or analogous action to those referred to in sub-Clauses (b) to (c) above in any jurisdiction.
- 10.3 Termination by either party in accordance with the rights contained in this clause 10 shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 10.4 On termination for any reason:
- (a) all rights granted to the Licensee under this Agreement shall cease;
 - (b) the Licensee shall cease all activities authorised by this Agreement, including use of the GeoGebra Materials;
 - (c) the Licensee shall immediately pay to GeoGebra any sums due to GeoGebra under this Agreement; and
 - (d) the Licensee shall immediately destroy or return to GeoGebra (at GeoGebra's option) all copies of the Software and GeoGebra Materials then in its possession, custody or control and, in the case of destruction, certify to GeoGebra that it has done so.
- 10.5 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

11. General

11.1 Confidentiality. In the event of either party (**Disclosing Party**) making available to the other (**Receiving Party**) confidential information relating to its business, technical or other activities in the course of this Agreement, the Receiving Party shall use its best endeavours to maintain the confidentiality of such information, to the extent that such information is within its control, and not use or disclose such confidential information except to the extent necessary or as may be required by:

- (a) to enable the performance of the Receiving Party's obligations under this Agreement;
- (b) its employees, officers, representatives, advisers, agents or subcontractors for the express purpose of carrying out their obligations under this Agreement or advising or assisting the Receiving Party in any matter relating to the Agreement; and
- (c) law, a court order or any governmental or regulatory authority. The Receiving Party will use all reasonable endeavours to consult Disclosing whenever possible prior to providing such information

11.2 Publicity and Attribution. The Licensee agrees to collaborate and work with GeoGebra in publicising GeoGebra to End Users and the benefits of maths education more generally. It shall as part of this obligation, and in accordance with the Creative Commons License, attribute its use of the Software by including the following wording:

Created with GeoGebra (www.geogebra.org)

11.3 Assignment and sub-contracting. The Licensee may not assign, transfer, charge or otherwise deal with all or any of its rights and / or obligations under or pursuant to this Agreement, or sub-contract the performance of any of its obligations under or pursuant to this Agreement without the prior written consent of GeoGebra. The Licensee will not be relieved of any of its obligations and / or duties under this Agreement by virtue of GeoGebra agreeing in writing to the sub-contracting of any or all of its obligations and / or duties under the Agreement.

11.4 Notices. Any notice to be given by one party to the other under or in connection with this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by pre-paid recorded delivery, special delivery or registered post, to the relevant address below (or such other address as a party may notify in writing from time to time):

- (a) GeoGebra: office@geogebra.org
- (b) Licensee: address as set out on the Term Sheet

Any notice so served shall be deemed to have been duly given on the second business day following the date of posting.

11.5 Severability. If any provision (or part of a provision) of this Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions (or remaining part of any provision) of this Agreement.

- 11.6 **Waivers.** No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.
- 11.7 **Variation.** No amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the parties.
- 11.8 **Entire Agreement.** This Agreement sets out the entire agreement and understanding between the parties in respect of the matters covered herein and supersedes any previous arrangement, understanding or agreement between the parties relating to the subject matter of this Agreement.
- 11.9 **Relationship of the parties.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, authorise a party to act as the agent of the other, or authorise any party to make or enter into any commitments for or on behalf of the other party except as expressly provided in this Agreement.
- 11.10 **Further Assurances.** Each party shall and shall procure that any necessary third parties shall at the other party's cost do all such acts and execute all such documents in a form satisfactory to the other party as the other party may from time to time request in order to carry out the purposes and intent of this Agreement.
- 11.11 **Priority.** If there is any inconsistency between any of the provisions set out on the Term Sheet and these Terms and Conditions the provisions of the Term Sheet shall prevail.
- 11.12 **Third Party Rights.** No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.
- 11.13 **Governing Law.** This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Austria and the parties agree to submit to the exclusive jurisdiction of the Austrian courts.
- 11.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 11.15 **Identified Materials.** The Licensee agrees to provide a hard or electronic copy of identified materials (mailing address: GeoGebra GmbH, Aubrunnerweg 1, 4040 Linz, Austria) and/or a single user account or equivalent log-in access to identified online products and services.

Company name: Taft College
 Address: 29 Cougar Court, Taft, California 93268, USA
 Contact Details: Daniel Hall 29 Cougar Ct. Taft, CA. 93268 dhall@taftcollege.edu
 Invoice Address: [if different from physical address]
 VAT Number:

Product/Service Title/Name	Product Code	GeoGebra Service Indicate Type	Applicable 12-month License Term		Location(City-Region-Country)	Distribution Units/User Numbers(Projected annual)	Product Lifecycle(e.g., 1st of 5 years)	Contact Person Responsible(name, email)	NOTES
			Start Date(dd-mm-yy)	End Date(dd-mm-yy)					
		Supporting Software	8/15/2016	8/14/2017	Taft, CA. U.S.A.	200		Dan Hall dhall@taftcollege.edu	

Add additional lines as needed

To be completed by GeoGebra:
 License Fee: USD \$417.00 -
 Number of End Users used in the calculation of the License Fee: 200

Taft College Check Register Report**01-July-16 through 31-July-16****FY 16-17**

78021166	07/06/2016	A00243302	Brewer, Travis J.	S0035072	11000	9526	598.00
78021167	07/06/2016	A00269798	Clark, Sarena O.	S0035073	11000	9526	184.00
78021168	07/06/2016	A00276198	Fee, Asia N.	S0035074	11000	9526	356.00
78021169	07/06/2016	A00040562	Fitch, Logan A.	S0035075	11000	9526	230.00
78021170	07/06/2016	A00277807	Garza, Christian L.	S0035071	11000	9526	460.00
78021171	07/06/2016	A00276217	Gill, Kylie A.	S0035076	11000	9526	276.00
78021172	07/06/2016	A00266981	Gomez, Selene	S0035077	11000	9526	5.00
78021173	07/06/2016	A00267881	Gonzalez, Alexia N.	S0035078	11000	9526	10.00
78021174	07/06/2016	A00257257	Gray, Keyonna M.	S0035079	11000	9526	138.00
78021175	07/06/2016	A00270446	Hicks, Ethan D.	S0035096	11000	9526	276.00
78021176	07/06/2016	A00275688	Johnson, Harlee L.	S0035080	11000	9526	8,000.00
78021177	07/06/2016	A00085431	Kenison, Kenny	S0035095	11000	9526	69.00
78021178	07/06/2016	A00279804	Maciel, Jassell A.	S0035081	11000	9526	138.00
78021179	07/06/2016	A00276663	Martinez, Selena	S0035082	11000	9526	138.00
78021180	07/06/2016	A00021103	McWhorter, Sherry D.	S0035083	11000	9526	138.00
78021181	07/06/2016	A00279602	Monsibais, Gabriel E.	S0035097	11000	9526	138.00
78021182	07/06/2016	A00276858	Mora, Elizabeth S.	S0035084	11000	9526	0.50
78021183	07/06/2016	A00267735	Perez Campos, Aldahir	S0035085	11000	9526	5.00
78021184	07/06/2016	A00276214	Rogan, Jeffrey F.	S0035086	11000	9526	150.00
78021185	07/06/2016	A00273576	Rogers, Matthew R.	S0035087	11000	9526	125.00
78021186	07/06/2016	A00270098	San Agustin-Nordmeier, Baile	S0035088	11000	9526	5.00
78021187	07/06/2016	A00282308	Santiago Hernandez, Gildardo	S0035089	11000	9526	88.00
78021188	07/06/2016	A00242842	Skowron, Davina F.	S0035098	11000	9526	138.00
78021189	07/06/2016	A00277007	Speed, Peyton A.	S0035090	11000	9526	150.00

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021190	07/06/2016	A00269737	Vaughn, Amber L.	S0035091				11000		9526		105.00
78021191	07/06/2016	A00282952	Vidaury, Estefanie I.	S0035092				11000		9526		138.00
78021192	07/06/2016	A00277024	Wagner, Zachariah K.	S0035093				11000		9526		150.00
78021193	07/06/2016	A00269603	Zaninovich, Alysa M.	S0035094				11000		9526		25.00
78021194	07/07/2016	A00200034	Albertson's	I0044843	13680617	33429	310	4410	69200			562.01
				I0044853	44680617	39000	314	4311	64991			264.34
78021195	07/07/2016	A00200040	American Business Machines	I0044837	278059	39000	314	4310	64991			80.78
78021196	07/07/2016	A00200043	American Express	I0044847	91002062	11000	110	4410	66003			84.89
						11000	401	5710	67200			85.00
78021197	07/07/2016	A00200053	Apple Computer Inc.	I0044839	43867912	11000	113	6415	67801			1,024.18
78021198	07/07/2016	A00202445	AT&T Mobility	I0044852	061816	39000	314	5840	64991			212.70
78021199	07/07/2016	A00200081	BARC, Inc.	I0044861	INV00703	11000	411	5990	67300			170.00
78021200	07/07/2016	A00200109	Brown & Reich Petroleum, Inc	I0044845	28392	39000	314	4316	64991			762.10
78021201	07/07/2016	A00200161	CDW-G	I0044849	DKW1888	12000	311	6412	64200			114.07
						12000	311	6412	64200			10.24
				I0044850	DKB0397	11000	306	6415	49306			102.99
						11000	306	6415	49306			0.01
				I0044851	DJR9631	12560	223	5612	60103			636.00
78021202	07/07/2016	A00200174	Chevron U.S.A., Inc.	I0044855	47729495	11000	432	4316	67703			658.84
78021203	07/07/2016	A00200715	Kern Electric Distributors	I0044854	547701	11000	431	4310	65100			551.48
78021204	07/07/2016	A00200554	McCracken, Susan L.	I0044838	JUN 16	12461	206	5710	12042			45.36
78021205	07/07/2016	A00234706	MNJ Technologies Direct, Inc	I0044860	00034571	11000	113	6415	67801			2,271.41
						11000	113	6415	67801			41.94
78021206	07/07/2016	A00200575	Montoya, Janice	I0044859	JUN 16	12460	206	5641	12042			2,434.25

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021207	07/07/2016	A00200498	Office Depot	I0044846	83889257	39000	314	4318	64991	83.84
78021208	07/07/2016	A00200522	Pepsi-Cola Company	I0044840	39094802	32000	422	4410	69400	657.18
78021209	07/07/2016	A00231833	Ray A. Morgan Company Inc.	I0044848	1272059	11000	207	5641	49999	51.17
78021210	07/07/2016	A00200417	Sysco Food Service of Ventur	I0044841	60608041	32000	422	4410	69400	5,869.58
						32000	422	4411	69400	1,419.34
						32000	422	4411	69400	475.04
78021211	07/07/2016	A00200832	Taft College Foundation	I0044857	COOKOUT	31000	423	4310	69100	1,035.00
78021212	07/07/2016	A00200284	U.S. Foods	I0044842	4862719	32000	422	4410	69400	798.82
				I0044844	4523112	33429	310	4410	69200	4,281.88
78021213	07/07/2016	A00278975	Val's Detail	I0044858	62816	11000	432	5632	67703	140.00
78021214	07/07/2016	A00200360	Westec	I0044856	22655	11450	204	5641	09543	35,332.50
78021215	07/11/2016	A00269741	Behziz, Keikhosrow	S0035109		11000		9526		1,443.00
78021216	07/11/2016	A00230266	Flores, Leonardo	S0035110		11000		9526		1,357.00
78021217	07/11/2016	A00283852	Garcia, Mayra B.	S0035100		11000		9526		722.00
78021218	07/11/2016	A00276452	Gilkerson, Eleisha	S0035111		11000		9526		1,443.00
78021219	07/11/2016	A00276482	Greppin, Russell	S0035102		11000		9526		1,443.00
78021220	07/11/2016	A00276491	Hurst, Mark	S0035099		11000		9526		1,281.00
78021221	07/11/2016	A00269654	Koblis, Grant C.	S0035103		11000		9526		1,430.00
78021222	07/11/2016	A00269767	Koss, Maia	S0035104		11000		9526		1,443.00
78021223	07/11/2016	A00109031	Sanchez Munoz, Monica	S0035105		11000		9526		722.00
78021224	07/11/2016	A00283699	Spates Alcala, Teayana S.	S0035106		11000		9526		722.00
78021225	07/11/2016	A00274465	Stockel, Darcy C.	S0035107		11000		9526		1,356.00
78021226	07/11/2016	A00283187	Sustayta, Jessica C.	S0035108		11000		9526		1,444.00
78021227	07/11/2016	A00038893	Wilson, Karissa	S0035101		11000		9526		722.00

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021228	07/20/2016	A00269611A-C Electric Company	I0044904	BT1113-0	11000	431	5631	65100	2,831.50
78021229	07/20/2016	A00200017A.P.I. Plumbing	I0044891	3703	11000	431	4310	65100	561.16
					11000	431	4317	65500	472.62
78021230	07/20/2016	A00200040American Business Machines	I0044863	282096	39000	314	5641	64991	80.78
78021231	07/20/2016	A00200043American Express	I0044913	11006-06	11000	202	5210	60100	1,608.12
78021232	07/20/2016	A00200048Ammex	I0044907	943379	33428	310	4310	69200	82.92
78021233	07/20/2016	A00200052AP Architects	I0044885	10329	42303	000	5510	71002	4,594.19
					42345	000	5510	71002	3,577.50
					42350	000	5510	71002	2,169.48
			I0044898	10393	42350	000	5510	71002	58,400.00
					12435	000	5510	71002	145.00
					42345	000	5510	71002	1,462.50
					42303	000	5510	71002	4,002.76
78021234	07/20/2016	A00202445AT&T Mobility	I0044868	052516	12461	206	5840	12042	466.99
78021235	07/20/2016	Cancelled Check							
78021236	07/20/2016	A00269982Bell, Cody C.	I0044914	201620	12427	210	5910	13052	718.50
78021237	07/20/2016	A00002306Bell, Jeannette M.	I0044915	201620	12427	210	5910	13052	502.95
78021238	07/20/2016	A00200107Bright House Networks	I0044865	051916	12461	206	5840	12042	275.04
78021239	07/20/2016	A00200107Bright House Networks	I0044925	060316	12603	125	5840	68900	175.97
78021240	07/20/2016	A00200107Bright House Networks	I0044932	061316	31000	423	5840	69100	148.21
78021241	07/20/2016	A00200107Bright House Networks	I0044944	052916	12560	223	5645	09565	404.21
78021242	07/20/2016	A00200107Bright House Networks	I0044950	051316	31000	423	5840	69100	148.21
78021243	07/20/2016	A00200109Brown & Reich Petroleum, Inc	I0044940	28768	11000	432	4316	67703	488.16

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021244	07/20/2016	A00200116	Burt Electric & Communicatio	I0044879	10866	11000	113	5632	67801	372.00
78021245	07/20/2016	A00200119	C.A. Reding Company, Inc.	I0044880	386274	11000	207	5641	08351	122.74
78021246	07/20/2016	A00200143	Carlson, Kamala A.	I0044949	11	31000	423	4110	69100	250.00
78021247	07/20/2016	A00203746	City of Bakersfield	I0044929	073116	12461	206	5990	12042	6.00
78021248	07/20/2016	A00258703	College House	I0044933	10196591	31000	423	4310	69100	612.98
78021249	07/20/2016	A00010784	Cordova, Anthony L.	I0044899	050616	12562	223	5710	60103	56.16
78021250	07/20/2016	A00265309	Daikin Applied	I0044901	3099844	11000	431	5641	65100	1,906.00
78021251	07/20/2016	A00027168	Edgar, Ferriland J.	I0044918	201620	12427	210	5910	13052	119.75
78021252	07/20/2016	A00258705	El Dorado Trading Group	I0044945	INV22353	31000	423	4310	69100	926.88
78021253	07/20/2016	A00203302	ETUDES, Inc.	I0044897	ET-TAFT0	11000	202	5642	60200	35,000.00
78021254	07/20/2016	A00200308	Federal Express Corporation	I0044870	5-444-69	11000	202	5950	60103	34.49
78021255	07/20/2016	A00284319	Fertile Earth Nursery and Ga	I0044894	6	11000	431	4310	65500	176.43
78021256	07/20/2016	A00284396	First United Methodist Churc	I0044926	031716	12603	125	5610	68900	250.00
78021257	07/20/2016	A00201350	Four Seasons Carpet Cleaning	I0044906	152199	33428	310	5632	69200	645.00
78021258	07/20/2016	A00283264	Frontier California Inc.	I0044873	062816	11000	431	5840	65700	983.55
78021259	07/20/2016	A00283264	Frontier California Inc.	I0044874	06/28/16	11000	431	5840	65700	768.64
78021260	07/20/2016	A00283264	Frontier California Inc.	I0044935	070716	11000	431	5840	65700	121.14
78021261	07/20/2016	A00202804	Gale	I0044905	58223351	11000	203	6310	61200	258.79
78021262	07/20/2016	A00279156	Garden Pathways	I0044911	2001-494	12563	202	5505	00000	3,000.00
				I0044912	2001-522	12563	202	5505	00000	3,000.00
78021263	07/20/2016	A00200629	Grainger	I0044941	91288465	11000	431	4310	65100	2,663.12
78021264	07/20/2016	A00203431	Grimes, Jessica R.	I0044948	11	31000	423	4110	69100	250.00
78021265	07/20/2016	A00267308	Gutierrez Cuevas, Icela A.	I0044919	201620	12427	210	5910	13052	311.35
78021266	07/20/2016	A00224086	inContact, Inc.	I0044882	412746	11000	431	5840	65100	218.62

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

					11000	431	5840	65700	1,705.23	
78021267	07/20/2016	A00231183	Iron Nikkel Steel Builders	I0044877	10017	42350	000	5633	71004	14,000.00
78021268	07/20/2016	A00267284	Isenman, Schuyler R.	I0044920	201620	12427	210	5910	13052	311.35
78021269	07/20/2016	A00200680	J & L Locksmithing	I0044892	015053	11000	431	4310	65100	22.04
78021270	07/20/2016	A00200704	Karwoski, John	I0044900	JUL 16	42350	000	5510	71002	10,920.00
78021271	07/20/2016	A00266492	Laulu, Jady B.	I0044921	201620	12427	210	5910	13052	167.65
78021272	07/20/2016	A00284607	Laurie the Hygienist Inc.	I0044942	062116	12560	223	4311	12042	13,000.00
78021273	07/20/2016	A00200498	Office Depot	I0044867	83962328	12461	206	4310	12042	279.02
				I0044886	83963016	11000	421	4310	67200	93.75
				I0044887	83963032	11000	421	4310	67200	54.75
				I0044896	84079989	11000	113	4310	67801	33.83
					11000	421	4310	67200	21.69	
78021274	07/20/2016	A00200521	Pens Etc.	I0044946	414657-0	31000	423	4310	69100	1,324.19
				I0044947	409654-3	31000	423	4310	69100	193.34
78021275	07/20/2016	A00205819	Proquest LLC	I0044931	70390688	11000	203	5642	61200	5,070.00
78021276	07/20/2016	A00200543	Purdy, D.D.S., Daniel	I0044862	111915-0	12460	206	5641	12042	24,285.90
78021277	07/20/2016	A00279987	Qualitest USA LC	I0044951	U160349	12435	221	6414	19010	10,327.93
78021278	07/20/2016	A00231833	Ray A. Morgan Company Inc.	I0044916	1281132	11000	113	5641	67801	123.88
					11000	431	5641	65100	123.87	
					11000	203	5641	61200	162.05	
78021279	07/20/2016	A00278586	ReadyRefresh	I0044869	053116	12460	206	5641	12042	49.57
78021280	07/20/2016	A00238748	RR Donnelley	I0044934	75084778	31000	423	4321	69100	225.76
78021280	07/20/2016	A00238748	RR Donnelley	I0044934	75084778	31000	423	5940	69100	41.98
78021281	07/20/2016	A00237176	SSD Systems	I0044910	1192377-	33428	310	5880	69200	151.38

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021282	07/20/2016	A00275935Supplyworks	I0044939	37123862	11000	431	4310	65300	99.59
78021283	07/20/2016	A00200417Sysco Food Service of Ventur	I0044909	60427036	33428	310	4410	69200	615.48
78021284	07/20/2016	A00200423Taft City School District	I0044902	17-001	11000	432	4312	67703	337.26
					11000	432	5632	67703	157.50
					39000	314	4312	64991	351.58
					39000	314	5632	64991	315.00
			I0044903	17-002	11000	432	4312	67703	94.22
					11000	432	4316	67703	40.00
					11000	432	5850	67703	5.00
					11000	432	5632	67703	252.00
					11000	431	5632	65500	31.50
78021285	07/20/2016	A00200425Taft College	I0044883	033116	11000	421	5990	67200	6,227.58
78021286	07/20/2016	A00200430Taft Plaza, LLC	I0044872	JUL 16	31000	423	5611	69100	1,907.00
78021287	07/20/2016	A00256341Terminix	I0044908	35540606	33428	310	5860	69200	774.00
78021288	07/20/2016	A00200078The Bank of New York	I0044884	252-1950	11000	401	7120	67200	795.00
78021289	07/20/2016	A00230471The Storage Bin	I0044928	051916	11000	202	5610	60100	337.50
78021290	07/20/2016	A00200282True Value Home Center	I0044927	351104	11000	209	4310	04014	16.74
78021291	07/20/2016	A00255644U.S. Bank Equipment Finance	I0044875	30738330	11000	401	5641	67704	527.86
			I0044876	30765789	11000	401	5641	67704	435.37
78021292	07/20/2016	A00200284U.S. Foods	I0044889	4365242	32000	422	4411	69400	109.86
78021293	07/20/2016	A00200293United Parcel Service	I0044866	96972627	11000	401	5940	67705	1,024.29
78021294	07/20/2016	A00200309United Refrigeration, Inc.	I0044890	51672651	32000	422	4312	69400	80.66
78021295	07/20/2016	A00200327US Air Conditioning	I0044895	1630336	11000	431	4312	65100	1,488.88
78021296	07/20/2016	A00246450Valdez, Jacqueline M.	I0044922	201620	12427	210	5910	13052	71.85

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021297	07/20/2016	A00200338	Verizon Wireless	I0044936	97677077	11000	113	5840	67801	108.01
						11000	411	5840	67300	42.57
78021298	07/20/2016	A00274293	Victorio, Cynthia M.	I0044937	201620	12427	210	5910	13052	215.55
78021299	07/20/2016	A00271015	Vigstrom, Elizabeth A.	I0044923	201620	12427	210	5910	13052	335.30
78021300	07/20/2016	A00264186	Watkins Construction Co Inc	I0044938	2061629	12565	223	6414	09565	13,250.00
78021301	07/20/2016	A00200355	West Kern Water District	I0044864	070116	11000	432	5810	65700	4.92
						39000	314	5810	64991	0.01
78021301	07/20/2016	A00200355	West Kern Water District	I0044871	070516	11000	432	5810	65700	312.66
				I0044917	070816	33428	310	5810	69200	366.80
78021302	07/20/2016	A00201081	Westside Waste Management Co	I0044943	66T00726	39000	314	5850	64991	92.31
78021303	07/20/2016	A00261115	Williams, Mark P.	I0044930	061516	12563	202	5710	00000	950.00
78021304	07/20/2016	A00068248	Zubia, Sonya	I0044924	201620	12427	210	5910	13052	143.70
78021305	07/21/2016	A00271187	Barba, Miguel A.	S0035119		11000		9526		2,888.00
78021306	07/21/2016	A00283298	Chesney, Danielle M.	S0035112		11000		9526		1,266.00
78021307	07/21/2016	A00104323	Connor, Rachel E.	S0035113		11000		9526		46.00
78021308	07/21/2016	A00279297	Diggs, Chadd W.	S0035115		11000		9526		150.00
78021309	07/21/2016	A00231874	Littles, Frances L.	S0035120		11000		9526		138.00
78021310	07/21/2016	A00281360	Moland, Levedee	S0035121		11000		9526		184.00
78021311	07/21/2016	A00275408	Ornelas, Brenda	S0035116		11000		9526		300.00
78021312	07/21/2016	A00281095	Rivera, Armando B.	S0035117		11000		9526		322.00
78021313	07/21/2016	A00254817	Wilson-Hughes, Jeffrey D.	S0035118		11000		9526		322.00
78021314	07/21/2016	A00275795	Yochum, Taryn R.	S0035114		11000		9526		300.00
78021315	07/25/2016	A00200023	Abate-A-Weed	I0045028	709086	11000	431	4317	65500	339.04

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021316	07/25/2016	A00248932	Abtech	I0045023	SV60407-	11000	113	5510	67801	3,000.00
78021317	07/25/2016	A00200043	American Express	I0044961	SAEOPP	12000	340	5710	64951	395.00
78021318	07/25/2016	A00269058	Aramark Uniform Services	I0044990	00060101	11000	431	5870	65100	236.50
						11000	205	5870	12042	12.00
						39000	314	5870	64991	18.00
78021319	07/25/2016	A00200063	Austin's Pest Control, Inc.	I0045035	MAY '16	12560	223	5860	09565	75.00
78021320	07/25/2016	A00200064	B & B Surplus	I0045050	849868	12564	223	4311	09565	138.68
78021321	07/25/2016	A00001751	Balestino, Theodore J.	I0045060	051716	12560	223	4410	60103	91.64
78021322	07/25/2016	A00272600	Beard Family Trust	I0045000	JUN 16	12560	223	5610	09565	750.00
				I0045001	JUN. 16	12560	223	5610	09565	5,500.00
78021323	07/25/2016	A00249930	Best Buy Business Advantage	I0045022	2342663	12060	113	6414	67801	5,883.21
						12060	113	6412	67801	1,891.93
						12060	113	6412	67801	314.00
78021324	07/25/2016	A00200096	Board of Governors, CCC	I0045061	15-223	12603	125	5641	68900	24,625.00
78021325	07/25/2016	A00200111	Bogle, Darcy S.	I0044967	060716	11000	302	4410	63100	198.51
				I0044977	062116	11000	302	4410	63100	332.78
78021325	07/25/2016	A00200111	Bogle, Darcy S.	I0044978	060116	11000	302	4410	63100	142.25
78021326	07/25/2016	A00200105	Brandco	I0044973	19280	11000	431	4320	65100	8.87
78021327	07/25/2016	A00200107	Bright House Networks	I0044980	061916	12461	206	5840	12042	259.48
78021328	07/25/2016	A00200120	CACCRAO	I0045031	16-17	11000	358	5210	62100	200.00
78021329	07/25/2016	A00283238	Calvary Temple Assembly of G	I0045004	032116	12603	125	5610	68900	250.00
78021330	07/25/2016	A00200143	Carlson, Kamala A.	I0044993	12	31000	423	4110	69100	2,375.00
78021331	07/25/2016	A00200150	Carrillo, Jessica	I0045024	JUN 16	12461	206	5710	12042	28.08
78021332	07/25/2016	A00200154	CCCCSSAA	I0044957	5	11000	301	5210	64500	300.00

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021333	07/25/2016	A00200161CDW-G	I0045032	DRK1732	12560	223	4311	21050	1,198.22
			I0045053	DQM6188	11000	113	6412	67801	1,122.51
					11000	113	6412	67801	44.93
			I0045054	DQK4586	31000	423	6415	69100	1,111.01
					31000	423	6415	69100	44.91
78021334	07/25/2016	A00201685Cengage Learning	I0044991	58324362	31000	423	4115	69100	11,838.75
					31000	423	4110	69100	17,461.50
					31000	423	5940	69100	1,034.85
78021334	07/25/2016	A00201685Cengage Learning	I0045008	58315372	31000	423	4110	69100	1,760.00
					31000	423	5940	69100	29.92
78021335	07/25/2016	A00200175Chevron Valley Credit Union,	I0044983	53640608	12461	206	5710	12042	51.00
					12461	206	5632	12042	106.73
78021336	07/25/2016	A00279674Christiansen, Gary D.	I0045005	051316	12603	125	5510	68900	250.00
78021337	07/25/2016	A00200181City of Taft	I0044999	063016	12560	223	5850	09565	42.66
78021338	07/25/2016	A00200181City of Taft	I0045018	8474	31000	423	5641	69100	2,160.95
					35000	357	5641	69700	6,482.85
78021339	07/25/2016	A00200198Community College League of	I0045056	8067	11000	111	5210	66002	7,287.00
78021340	07/25/2016	A00010784Cordova, Anthony L.	I0045058	070616	11000	202	5210	60103	13.00
			I0045059	051216	12560	223	4410	60103	96.64
78021341	07/25/2016	A00277845Double D Cleaning Service	I0045046	013	12560	223	5890	60103	240.00
			I0045047	014	12560	223	5890	60103	405.00
78021342	07/25/2016	A00201171Eastman, Stacy L.	I0044982	063016	12461	206	5940	12042	25.00
78021343	07/25/2016	A00279024Enigma, LLC	I0045033	1425	12564	223	4318	09565	1,785.00

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021344	07/25/2016	A00214919	Evisions, Inc.	I0045020	INV10032	11000	113	5643	67801	6,813.00
78021345	07/25/2016	A00202335	Fastenal Industrial & Constr	I0044972	CATAF332	11000	431	4312	65100	148.96
78021346	07/25/2016	A00269679	Flores, Marcos J.	S0034856		11000		9526		722.00
78021347	07/25/2016	A00284324	Flowers, Carly M.	I0044965	060816	11000	411	5985	67300	71.51
78021348	07/25/2016	A00282401	Fred Pryor Seminars	I0044958	4305426	12000	340	4311	64951	398.00
				I0044959	4305424	12000	340	4311	64951	46.12
78021349	07/25/2016	A00283264	Frontier California Inc.	I0045057	57340710	11000	431	5840	65700	40.38
78021350	07/25/2016	A00201045	Golling, Greg P.	I0045027	060116	11000	209	4310	49999	182.51
78021351	07/25/2016	A00203431	Grimes, Jessica R.	I0044992	12	31000	423	4110	69100	1,250.00
78021352	07/25/2016	A00200668	Houghton Mifflin Company	I0044994	95232585	31000	423	4110	69100	876.00
						31000	423	5940	69100	35.10
78021353	07/25/2016	A00266520	ID Zone	I0044979	1247365	11000	113	4318	67801	1,680.00
78021354	07/25/2016	A00200680	J & L Locksmithing	I0044976	000079	11000	431	4310	65100	88.69
						11000	431	4310	65100	42.50
78021355	07/25/2016	A00277752	Jarrahan, Abbas	I0044989	071216	11000	209	4311	04013	27.18
78021356	07/25/2016	A00279155	Jones & Bartlett Learning, L	I0045012	3440628	31000	423	4115	69100	2,844.00
						31000	423	5940	69100	62.63
78021357	07/25/2016	A00200715	Kern Electric Distributors	I0044974	548029	11000	431	4310	65100	109.33
78021358	07/25/2016	A00200806	Kern Gardening Service	I0045048	25230	12560	223	5633	09565	250.00
				I0045049	25424	12560	223	5633	09565	250.00
78021359	07/25/2016	A00270994	Legal Books Distributing	I0045009	501607	31000	423	4110	69100	280.69
78021360	07/25/2016	A00200735	Liebert Cassidy Whitmore	I0044963	1421533	11000	411	5210	67300	3,650.50
78021361	07/25/2016	A00277823	MailFinance Inc.	I0044952	N5973218	11000	411	5950	67300	1,066.76
78021362	07/25/2016	A00227772	MBS Textbook Exchange, Inc.	I0044995	IHS	31000	423	4112	69100	3,372.25

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

					2399812					
						31000	423	4315	69100	999.00
78021363	07/25/2016	A00200552	McCallum Group, Inc.	I0045017	16-119	11000	111	5510	66002	2,700.00
78021364	07/25/2016	A00278032	Meteau, Robert	I0044966	060916	11000	411	5710	67300	288.04
78021365	07/25/2016	A00200580	Museum of Tolerance	I0044956	212390	12000	340	5730	64951	472.50
78021366	07/25/2016	A00227738	National Benefit Services, L	I0044953	546307	11000	411	5510	67300	130.00
78021367	07/25/2016	A00261811	NetSupport Incorporated	I0045019	535982	11000	113	5643	67801	1,158.55
78021368	07/25/2016	A00200508	P. G. & E.	I0045043	062016	12560	223	5830	09565	365.64
78021369	07/25/2016	A00200509	P.A.S. Associates	I0044969	32833	11000	302	5510	63200	30,643.54
78021370	07/25/2016	A00284635	Prousy's, Inc.	I0044955	PAY REQ	12050	000	5510	71002	49,575.07
78021371	07/25/2016	A00251475	Rubio, Armando	I0045007	062716	11000	202	5505	60200	75.00
78021372	07/25/2016	A00200816	Rydin Decal	I0045016	320206	36000	433	4310	69500	1,284.23
78021373	07/25/2016	A00018793	Salcido, Paula	I0045026	JUL 16	12460	206	5641	12042	500.00
78021374	07/25/2016	A00202968	San Joaquin Chemicals, Inc.	I0044971	116187	11000	431	5641	65100	1,175.00
78021375	07/25/2016	A00200492	Sixten and Associates	I0045055	JUN 16	11000	401	5641	67200	347.75
78021376	07/25/2016	A00200826	SkillPath Seminars	I0044962	11219511	11000	411	5710	67300	358.00
						11000	411	5710	67300	320.00
78021377	07/25/2016	A00279523	Social Solutions	I0044984	13320	12563	202	5643	00000	620.50
				I0044985	14354	12563	202	5643	00000	401.50
				I0044986	15350	12563	202	5643	00000	255.50
				I0044987	16419	12563	202	5643	00000	1,131.50
78021378	07/25/2016	A00200393	Sparkletts	I0044970	063016	11000	301	5810	64500	113.83
78021379	07/25/2016	A00200393	Sparkletts	I0045034	06/30/16	11000	205	5641	12042	51.66
78021380	07/25/2016	A00200393	Sparkletts	I0045044	052716	12564	223	4311	09565	53.83

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021381	07/25/2016	A00200393Sparkletts	I0045045	062416	12564	223	4311	09565	12.00
78021382	07/25/2016	A00237176SSD Systems	I0045021	1186889-	11000	113	5641	67801	605.10
					11000	205	5641	12042	117.75
78021383	07/25/2016	A00200407Student Insurance	I0045015	6300	11000	401	5340	67702	49,100.00
78021384	07/25/2016	A00200417Sysco Food Service of Ventur	I0045002	60706074	33429	310	4410	69200	1,149.91
			I0045014	60706075	32000	422	4410	69400	1,956.04
					32000	422	4411	69400	232.15
					32000	422	4411	69400	104.36
			I0045029	60713035	33429	310	4410	69200	1,096.82
78021385	07/25/2016	A00259618Taft College ASB General	I0045010	070416	31000	423	7130	69100	15.00
			I0045011	051616	31000	423	7130	69100	2,745.00
78021386	07/25/2016	A00200862Taft College Bookstore	I0044960	4642	12551	353	4310	64600	92.42
78021387	07/25/2016	A00200430Taft Plaza, LLC	I0045013	AUG 16	31000	423	5611	69100	1,907.00
78021388	07/25/2016	A00213476Thomson Reuters Barclays	I0044997	070816	39000	314	4211	64991	122.00
78021389	07/25/2016	A00200282True Value Home Center	I0045025	348958	12564	223	4311	09565	103.03
			I0045036	350668	12564	223	4311	09565	4.92
			I0045037	349012	12564	223	4311	09565	4.61
			I0045038	351927	12564	223	4311	09565	26.86
			I0045039	351786	12564	223	4311	09565	30.84
			I0045040	354268	12564	223	4311	09565	21.49
78021390	07/25/2016	A00200284U.S. Foods	I0044996	5110871	32000	422	4410	69400	2,413.71
			I0045003	5110873	33429	310	4410	69200	1,670.53
			I0045030	5235879	33429	310	4410	69200	1,285.28

Taft College Check Register Report

01-July-16 through 31-July-16

FY 16-17

78021391	07/25/2016	A00243587	United Healthcare Insurance	I0045052	JUL	&	11000	412	3350	59100	38,819.76
78021392	07/25/2016	A00283009	Van Zandt, Martin A.	I0045051	3		12559	223	5510	09565	3,013.72
78021393	07/25/2016	A00200338	Verizon Wireless	I0044968	97671720		11000	357	5840	69700	44.65
78021394	07/25/2016	A00266720	VitalSmarts	I0044998	INV-US08		12563	202	5510	00000	3,317.75
							11000	205	5510	12042	3,317.74
78021395	07/25/2016	A00247356	Walker Display, Inc.	I0044988	11184		11000	208	4310	10020	662.66
78021396	07/25/2016	A00200352	Waxie Sanitary Supply	I0044975	76014706		11000	431	4310	65300	14.61
78021397	07/25/2016	A00200355	West Kern Water District	I0045041	051216		12560	223	5810	09565	85.42
				I0045042	061416		12560	223	5810	09565	98.98
78021398	07/25/2016	A00200359	Westchester Plaza, LLC	I0044981	AUG 16		12461	206	5611	12042	2,530.00
							12461	206	5890	12042	864.00
										=====	
										BANK TOTAL	680,783.82

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		REQ. DATE	PURCHASE ORDER AMOUNT	CL C A		
		NUMBER	NAME	NUMBER	DATE					
ARAMIREZ	07/12/2016	A00200107	Bright House Networks	P0040136	06/30/2016	06/30/2016				\$175.23
		A00200282	True Value Home Center	P0040135	06/30/2016	06/30/2016				\$32.23
		A00200498	Office Depot	P0040138	07/05/2016	07/05/2016				\$374.62
				P0040139	07/05/2016	07/05/2016				\$118.23
				P0040246	07/11/2016	07/11/2016				\$42.63
				P0040247	07/11/2016	07/11/2016				\$152.63
				P0040249	07/11/2016	07/11/2016				\$408.48
				P0040250	07/11/2016	07/11/2016				\$204.23
		A00284396	First United Methodist Churc	P0040117	06/30/2016	06/30/2016				\$250.00
	07/14/2016	A00279674	Christiansen, Gary D.	P0040112	06/30/2016	06/30/2016				\$250.00
		A00283238	Calvary Temple Assembly of G	P0040360	06/30/2016	06/30/2016				\$250.00
	07/19/2016	A00200498	Office Depot	P0040450	07/19/2016	07/19/2016				\$163.39
				P0040451	07/19/2016	07/19/2016				\$152.50
		A00273849	Aztec Software Associates, I	P0040433	07/18/2016	07/18/2016				\$3,750.00
	07/20/2016	A00200107	Bright House Networks	P0040489	07/20/2016	07/20/2016				\$2,300.00
	07/21/2016	A00283239	Saint Andrew's Episcopal Chu	P0040304	06/30/2016	06/30/2016				\$1,250.00
		A00008647	Johnson, Kathleen L.	P0040303	06/30/2016	06/30/2016				\$980.13
	07/26/2016	A00037161	Ramirez, Adeline	P0040589	06/30/2016	06/30/2016				\$94.91
		A00037349	Sanchez, Ysscek	P0040582	06/30/2016	06/30/2016				\$25.00
		A00044216	Velez, Fernando	P0040580	06/30/2016	06/30/2016				\$125.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00254706	Vega, Yanira Lizbeth.	P0040566	06/30/2016	06/30/2016				\$95.00
		A00257071	Walton, Luz Graciela.	P0040579	06/30/2016	06/30/2016				\$90.00
		A00259039	Lopez, Concepcion Guadalupe.	P0040581	06/30/2016	06/30/2016				\$145.00
		A00271230	Gamez, Benito	P0040577	06/30/2016	06/30/2016				\$100.00
		A00271284	Hernandez Alavez, Regina	P0040578	06/30/2016	06/30/2016				\$30.00
		A00277767	Garcia, Jennifer	P0040575	06/30/2016	06/30/2016				\$60.00
		A00278029	Garcia, Teresa	P0040576	06/30/2016	06/30/2016				\$15.00
		A00279142	Flores, George	P0040567	06/30/2016	06/30/2016				\$75.00

							TOTAL USER			\$11,709.21
ASALAZAR	07/27/2016	A00200498	Office Depot	P0040556	07/25/2016	07/25/2016				\$226.45

							TOTAL USER			\$226.45
BLOPEZ	07/12/2016	A00231833	Ray A. Morgan Company Inc.	P0040313	07/12/2016	07/12/2016				\$850.00
	07/13/2016	A00220080	CXtec	P0040195	07/07/2016	07/07/2016				\$1,353.43
		A00220442	Serban Sound & Communication	P0040193	07/07/2016	07/07/2016				\$10,230.62
		A00249930	Best Buy Business Advantage	P0040194	07/07/2016	07/07/2016				\$8,089.15
		A00200161	CDW-G	P0040253	07/12/2016	07/12/2016				\$1,155.92
				P0040307	07/12/2016	07/12/2016				\$1,167.44

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200393	Sparkletts	P0040263	07/12/2016	07/12/2016				\$1,075.00
		A00248932	Abtech	P0040332	06/30/2016	06/30/2016				\$3,000.00
		A00231833	Ray A. Morgan Company Inc.	P0040314	07/12/2016	07/12/2016				\$2,480.00
	07/14/2016	A00200161	CDW-G	P0040391	07/13/2016	07/13/2016				\$884.61
		A00214919	Evisions, Inc.	P0040385	07/13/2016	07/13/2016				\$6,813.00
		A00261811	NetSupport Incorporated	P0040386	07/13/2016	07/13/2016				\$1,158.55
		A00261816	FireFly Computers, LLC	P0040388	07/13/2016	07/13/2016				\$56,249.39
		A00264649	Convergint Technologies, LP	P0040389	07/13/2016	07/13/2016				\$1,200.00
		A00266520	ID Zone	P0040387	07/13/2016	07/13/2016				\$1,806.00
		A00237176	SSD Systems	P0040384	07/13/2016	07/13/2016				\$2,920.00
		A00200053	Apple Computer Inc.	P0040420	07/14/2016	07/14/2016				\$912.67
	07/15/2016	A00200338	Verizon Wireless	P0040309	07/12/2016	07/12/2016				\$1,290.00
	07/19/2016	A00200053	Apple Computer Inc.	P0040421	07/14/2016	07/14/2016				\$5,759.86
	07/21/2016	A00209682	TechSmith Corporation	P0040530	07/21/2016	07/21/2016				\$3,851.30
		A00234706	MNJ Technologies Direct, Inc	P0040537	07/21/2016	07/21/2016				\$906.00
		A00200096	Board of Governors, CCC	P0040440	07/18/2016	07/18/2016				\$3,900.00
		A00200393	Sparkletts	P0040467	06/30/2016	06/30/2016				\$83.86
		A00266520	ID Zone	P0040468	07/20/2016	07/20/2016				\$349.37
		A00200338	Verizon Wireless	P0040491	07/20/2016	07/20/2016				\$1,000.00
		A00223048	AMS.NET	P0040514	07/21/2016	07/21/2016				\$3,400.00
		A00234706	MNJ Technologies Direct, Inc	P0040438	07/18/2016	07/18/2016				\$6,541.94

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00223048	AMS.NET	P0040515	07/21/2016	07/21/2016				\$19,092.90
		A00200161	CDW-G	P0040418	07/14/2016	07/14/2016				\$5,870.77
	07/25/2016	A00200161	CDW-G	P0040541	06/30/2016	06/30/2016				\$545.38
		A00231833	Ray A. Morgan Company Inc.	P0040561	07/25/2016	07/25/2016				\$500.00
		A00248933	Abtech Systems, Inc.	P0040543	07/25/2016	07/25/2016				\$19,241.97
				P0040544	07/25/2016	07/25/2016				\$19,231.21
		A00264649	Convergint Technologies, LP	P0040542	06/30/2016	06/30/2016				\$331.00
	07/26/2016	A00200043	American Express	P0040590	06/30/2016	06/30/2016				\$143.05
				P0040591	07/26/2016	07/26/2016				\$6,107.28
		A00234706	MNJ Technologies Direct, Inc	P0040569	07/26/2016	07/26/2016				\$31,280.62
		A00284647	CCS Disaster Recovery Servic	P0040583	07/26/2016	07/26/2016				\$3,420.00
	07/28/2016	A00234706	MNJ Technologies Direct, Inc	P0040614	07/28/2016	07/28/2016				\$1,381.62
							TOTAL USER			\$235,573.91
DDURAN	07/07/2016	A00200425	Taft College	P0040105	06/30/2016	06/30/2016				\$6,227.58
	07/14/2016	A00200498	Office Depot	P0040401	07/14/2016	07/14/2016				\$148.50
	07/26/2016	A00200360	Westec	P0040592	06/30/2016	06/30/2016				\$1,700.00
	07/27/2016	A00252942	TC Financial Aid Clearing Ac	P0040413	06/30/2016	06/30/2016				\$14,677.31
	07/28/2016	A00259229	Blackboard Inc.	P0040620	06/30/2016	06/30/2016				\$46.05
							TOTAL USER			\$22,799.44

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	PURCHASE ORDER			
		NUMBER	NAME	NUMBER	DATE		REQ. DATE	AMOUNT	CL	C
DEKDAHL	07/12/2016	A00200040	American Business Machines	P0040156	07/06/2016	07/06/2016				\$1,000.00
		A00200043	American Express	P0040170	06/25/2016	07/30/2016				\$377.78
		A00200282	True Value Home Center	P0040169	05/20/2016	06/30/2016				\$395.82
		A00200354	Wells, Susan J.	P0040174	07/07/2016	07/07/2016				\$300.00
		A00200374	Patterson, Paula R.	P0040173	07/07/2016	07/07/2016				\$500.00
		A00200476	Schryver, Lee R.	P0040182	07/07/2016	07/07/2016				\$300.00
		A00201172	Waugh, Victoria A.	P0040176	07/07/2016	07/07/2016				\$1,000.00
		A00201272	Owens, Patricia A.	P0040168	05/15/2016	06/30/2016				\$19.76
				P0040203	06/24/2016	06/30/2016				\$30.08
	07/13/2016	A00200034	Albertson's	P0040155	07/06/2016	07/06/2016				\$8,000.00
		A00200063	Austin's Pest Control, Inc.	P0040158	07/06/2016	07/06/2016				\$1,400.00
		A00200109	Brown & Reich Petroleum, Inc	P0040159	07/06/2016	07/06/2016				\$6,200.00
		A00200134	Canon Financial Services, In	P0040160	07/06/2016	07/06/2016				\$2,500.00
		A00202445	AT&T Mobility	P0040157	07/06/2016	07/06/2016				\$5,000.00
		A00200181	City of Taft	P0040161	07/06/2016	07/06/2016				\$6,200.00
		A00200282	True Value Home Center	P0040162	07/06/2016	07/06/2016				\$5,000.00
		A00201081	Westside Waste Management Co	P0040163	07/06/2016	07/06/2016				\$1,200.00
		A00201586	Dodson, John	P0040175	07/07/2016	07/07/2016				\$3,000.00
		A00073955	White, Brian L.	P0040201	07/11/2016	07/11/2016				\$16,800.00
		A00075823	Binkley, Everett L.	P0040200	07/11/2016	07/11/2016				\$20,952.00
		A00200752	Marcell, Jamia L.	P0040177	07/07/2016	07/07/2016				\$15,000.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00201058	Unruh, Krystal B.	P0040225	07/11/2016	07/11/2016				\$1,200.00
		A00265229	DK&M Property	P0040198	07/11/2016	07/11/2016				\$40,656.00
		A00271491	Watkins, Sherrie D.	P0040205	07/11/2016	07/11/2016				\$15,720.00
	07/14/2016	A00200109	Brown & Reich Petroleum, Inc	P0040251	06/24/2016	06/30/2016				\$159.04
		A00213476	Thomson Reuters Barclays	P0040396	07/13/2016	07/13/2016				\$122.00
	07/19/2016	A00200043	American Express	P0040457	06/16/2016	06/23/2016				\$377.78
		A00200282	True Value Home Center	P0040458	06/17/2016	07/22/2016				\$395.82
		A00201272	Owens, Patricia A.	P0040456	06/15/2016	06/17/2016				\$19.76
	07/21/2016	A00200508	P. G. & E.	P0040523	06/16/2016	06/23/2016				\$56.12
				P0040524	06/16/2016	06/23/2016				\$377.81
				P0040525	06/16/2016	06/23/2016				\$479.54
				P0040526	06/16/2016	06/23/2016				\$38.77
				P0040527	06/16/2016	06/23/2016				\$98.09
		A00200508	P. G. & E.	P0040528	06/16/2016	06/23/2016				\$206.40
				P0040529	06/16/2016	06/23/2016				\$275.36
				P0040531	06/16/2016	06/23/2016				\$245.81
				P0040532	06/16/2016	06/23/2016				\$122.89
				P0040533	06/16/2016	06/23/2016				\$251.61
				P0040534	06/16/2016	06/23/2016				\$90.57
				P0040535	06/16/2016	06/23/2016				\$85.58
	07/26/2016	A00200508	P. G. & E.	P0040568	07/26/2016	07/26/2016				\$49.17

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	07/27/2016	A00200043	American Express	P0040171	06/15/2016	06/30/2016				\$1,324.75
	07/28/2016	A00200034	Albertson's	P0040625	06/16/2016	06/23/2016				\$440.26
		A00200043	American Express	P0040627	07/28/2016	07/28/2016				\$4,376.65
				P0040628	06/16/2016	06/23/2016				\$2,724.71
		A00200820	Uribe, Juventino B.	P0040626	07/28/2016	07/28/2016				\$90.00

								TOTAL USER		\$165,159.93
FLARA	07/13/2016	A00253173	University of La Verne	P0040397	06/30/2016	06/30/2016				\$33,568.79
	07/14/2016	A00200096	Board of Governors, CCC	P0040366	06/30/2016	06/30/2016				\$24,625.00
	07/21/2016	A00234781	Lego Education	P0040308	07/12/2016	07/12/2016				\$560.28
		A00200356	West Side Recreation & Park	P0040395	07/13/2016	07/13/2016				\$125.00
		A00249937	The Learning Underground, In	P0040419	07/14/2016	07/14/2016				\$1,000.00
	07/25/2016	A00249937	The Learning Underground, In	P0040414	06/30/2016	06/30/2016				\$2,000.00
		A00284633	Bakersfield Plastic Inc.	P0040380	07/13/2016	07/13/2016				\$1,378.39
	07/26/2016	A00200498	Office Depot	P0040593	07/26/2016	07/26/2016				\$1,998.91

								TOTAL USER		\$65,256.37
GDUNHAM	07/13/2016	A00200284	U.S. Foods	P0040142	06/30/2016	06/30/2016				\$109.86
		A00200309	United Refrigeration, Inc.	P0040143	06/30/2016	06/30/2016				\$80.66

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	07/14/2016	A00200417	Sysco Food Service of Ventur	P0040402	07/14/2016	07/14/2016				\$2,287.55
	07/19/2016	A00200284	U.S. Foods	P0040404	07/14/2016	07/14/2016				\$2,413.71

							TOTAL USER			\$4,891.78
JCHAIDEZ	07/25/2016	A00200393	Sparkletts	P0040415	07/14/2016	07/14/2016				\$114.43
		A00200498	Office Depot	P0040416	07/14/2016	07/14/2016				\$258.96
		A00200846	ACT WorkKeys	P0040417	07/14/2016	07/14/2016				\$289.00

							TOTAL USER			\$662.39
JEDMAISTON	07/12/2016	A00200119	C.A. Reding Company, Inc.	P0040207	07/11/2016	07/11/2016				\$122.74
	07/21/2016	A00200561	Medco Supply Company	P0040495	07/21/2016	07/21/2016				\$3,285.07
	07/25/2016	A00200043	American Express	P0040197	07/07/2016	07/07/2016				\$820.19
	07/26/2016	A00283035	CCLC	P0040585	07/26/2016	07/26/2016				\$5,200.00
	07/27/2016	A00200167	Central Valley Conference	P0040453	07/19/2016	07/19/2016				\$7,000.00
				P0040454	07/19/2016	07/19/2016				\$2,125.00

							TOTAL USER			\$18,553.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
JGARRETT	07/19/2016	A00283005	Ford Signs	P0039471	04/20/2016	04/20/2016			\$74.57
	07/20/2016	A00200135	CAPED	P0040152	07/06/2016	07/06/2016			\$585.00
				P0040153	07/06/2016	07/06/2016			\$530.00
	07/21/2016	A00280910	Independent Living Center of	P0040146	06/30/2016	06/30/2016			\$3,413.76
	07/25/2016	A00280910	Independent Living Center of	P0040428	07/18/2016	07/18/2016			\$853.44
	07/27/2016	A00280910	Independent Living Center of	P0040513	07/21/2016	07/21/2016			\$1,706.88
		A00200135	CAPED	P0040150	07/06/2016	07/06/2016			\$595.00

							TOTAL USER		\$7,758.65
JMADDING	07/07/2016	A00200078	The Bank of New York	P0040103	07/05/2016	07/05/2016			\$795.00
		A00200430	Taft Plaza, LLC	P0040107	07/05/2016	07/05/2016			\$1,907.00
		A00255644	U.S. Bank Equipment Finance	P0040125	07/05/2016	07/05/2016			\$870.74
				P0040126	07/05/2016	07/05/2016			\$972.92
		A00283264	Frontier California Inc.	P0040127	07/05/2016	07/05/2016			\$768.64
				P0040128	07/05/2016	07/05/2016			\$983.55
		A00200308	Federal Express Corporation	P0040116	06/30/2016	06/30/2016			\$34.49
		A00200052	AP Architects	P0040104	06/30/2016	06/30/2016			\$10,341.17
		A00200498	Office Depot	P0040108	06/30/2016	06/30/2016			\$93.75
				P0040109	06/30/2016	06/30/2016			\$54.75
	07/12/2016	A00200052	AP Architects	P0040319	06/30/2016	06/30/2016			\$64,010.26

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200704	Karwoski, John	P0040212	07/11/2016	07/11/2016				\$10,920.00
	07/13/2016	A00203302	ETUDES, Inc.	P0040102	07/05/2016	07/05/2016				\$35,000.00
		A00200161	CDW-G	P0040192	07/07/2016	07/07/2016				\$1,435.70
		A00200498	Office Depot	P0040110	06/30/2016	06/30/2016				\$55.52
		A00283264	Frontier California Inc.	P0040311	07/12/2016	07/12/2016				\$121.14
		A00200680	J & L Locksmithing	P0040358	07/13/2016	07/13/2016				\$131.20
	07/14/2016	A00200430	Taft Plaza, LLC	P0040398	07/14/2016	07/14/2016				\$1,907.00
		A00282649	Hillcrest Sheet Metal	P0040383	07/13/2016	07/13/2016				\$3,189.25
		A00284635	Prousy's, Inc.	P0040364	06/30/2016	06/30/2016				\$49,575.07
	07/19/2016	A00283264	Frontier California Inc.	P0040443	07/18/2016	07/18/2016				\$40.38
	07/20/2016	A00200198	Community College League of	P0040442	07/18/2016	07/18/2016				\$7,287.00
		A00200680	J & L Locksmithing	P0040248	07/11/2016	07/11/2016				\$111.69
	07/21/2016	A00209968	Vavrinek, Trine, Day & Co.,	P0040484	07/20/2016	07/20/2016				\$27,500.00
		A00259082	Lozano Smith, LLP	P0040463	07/20/2016	07/20/2016				\$50,000.00
		A00263777	SWACC	P0040469	07/20/2016	07/20/2016				\$99,295.00
		A00200181	City of Taft	P0040518	07/21/2016	07/21/2016				\$3,261.65
				P0040520	07/21/2016	07/21/2016				\$1,791.23
	07/25/2016	A00200508	P. G. & E.	P0040445	07/18/2016	07/18/2016				\$48,493.57
		A00200308	Federal Express Corporation	P0040106	06/30/2016	06/30/2016				\$44.32
		A00200396	Spurr	P0040409	06/30/2016	06/30/2016				\$113.25
		A00200680	J & L Locksmithing	P0040510	06/30/2016	06/30/2016				\$111.69

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	07/27/2016	A00270674	Public Agency Law Group	P0040550	06/30/2016	06/30/2016				\$3,315.90
	07/28/2016	A00255644	U.S. Bank Equipment Finance	P0040599	07/27/2016	07/27/2016				\$516.37
				P0040600	07/27/2016	07/27/2016				\$486.46
		A00282649	Hillcrest Sheet Metal	P0040508	06/30/2016	06/30/2016				\$3,189.25

							TOTAL USER			\$428,724.91
JPATTERSON	07/12/2016	A00200200	Computerland of Silicon Vall	P0040199	07/11/2016	07/11/2016				\$448.50
		A00269982	Bell, Cody Christopher.	P0040202	06/30/2016	06/30/2016				\$718.50
		A00002306	Bell, Jeannette M.	P0040204	06/30/2016	06/30/2016				\$502.95
		A00068248	Zubia, Sonya	P0040217	06/30/2016	06/30/2016				\$143.70
		A00027168	Edgar, Ferriland J.	P0040206	06/30/2016	06/30/2016				\$119.75
		A00200282	True Value Home Center	P0040260	06/30/2016	06/30/2016				\$16.74
		A00201045	Golling, Greg P.	P0040261	06/30/2016	06/30/2016				\$182.51
		A00230471	The Storage Bin	P0040258	06/30/2016	06/30/2016				\$337.50
		A00246450	Valdez, Jacqueline Moreno.	P0040211	06/30/2016	06/30/2016				\$71.85
		A00261115	Williams, Mark Preston.	P0040256	06/30/2016	06/30/2016				\$950.00
		A00266492	Laulu, Jadyn Bailey.	P0040210	06/30/2016	06/30/2016				\$167.65
		A00267284	Isenman, Schuyler R.	P0040209	06/30/2016	06/30/2016				\$311.35
		A00267308	Gutierrez Cuevas, Icela A.	P0040208	06/30/2016	06/30/2016				\$311.35
		A00271015	Vigstrom, Elizabeth Anne.	P0040215	06/30/2016	06/30/2016				\$335.30

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00279523	Social Solutions	P0040264	06/30/2016	06/30/2016				\$620.50
				P0040266	06/30/2016	06/30/2016				\$401.50
				P0040267	06/30/2016	06/30/2016				\$255.50
	07/13/2016	A00200043	American Express	P0040227	06/30/2016	06/30/2016				\$1,608.12
		A00200761	Eigenauer, John D.	P0040259	06/30/2016	06/30/2016				\$1,903.77
		A00279523	Social Solutions	P0040268	06/30/2016	06/30/2016				\$5,985.87
				P0040270	06/30/2016	06/30/2016				\$1,131.50
				P0040272	07/12/2016	07/12/2016				\$2,993.00
		A00279156	Garden Pathways	P0040252	06/30/2016	06/30/2016				\$3,000.00
				P0040254	06/30/2016	06/30/2016				\$3,000.00
		A00200498	Office Depot	P0040359	07/13/2016	07/13/2016				\$174.09
				P0040376	07/13/2016	07/13/2016				\$157.80
		A00201575	Vohnout, Danielle E.	P0040355	06/30/2016	06/30/2016				\$732.32
		A00205648	Macaulay, Breanna La'Nee.	P0040374	06/30/2016	06/30/2016				\$950.87
		A00251475	Rubio, Armando	P0040352	06/30/2016	06/30/2016				\$75.00
	07/14/2016	A00266720	VitalSmarts	P0040369	06/30/2016	06/30/2016				\$6,635.50
		A00200498	Office Depot	P0040405	07/14/2016	07/14/2016				\$49.71
		A00247356	Walker Display, Inc.	P0040347	06/30/2016	06/30/2016				\$712.37
		A00277752	Jarrahan, Abbas	P0040400	07/14/2016	07/14/2016				\$27.18
	07/19/2016	A00200656	Jacobi, Victoria J.	P0040403	07/14/2016	07/14/2016				\$1,252.23
		A00274293	Victorio, Cynthia Marie.	P0040214	06/30/2016	06/30/2016				\$215.55

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	07/20/2016	A00200552	McCallum Group, Inc.	P0040367	07/13/2016	07/13/2016				\$32,400.00
	07/21/2016	A00200222	Daily Midway Driller	P0040255	06/30/2016	06/30/2016				\$29.15
		A00200498	Office Depot	P0040460	07/19/2016	07/19/2016				\$33.09
		A00200487	Sierra School Equipment Co.	P0040399	07/14/2016	07/14/2016				\$14,996.26
		A00200200	Computerland of Silicon Vall	P0040462	07/20/2016	07/20/2016				\$562.50
	07/25/2016	A00085924	Reynolds, Joy N.	P0040540	07/25/2016	07/25/2016				\$81.15
		A00272252	GL Consulting Services, LLC	P0040538	06/30/2016	06/30/2016				\$5,985.87
		A00279523	Social Solutions	P0040539	06/30/2016	06/30/2016				\$2,993.00
		A00280417	Darnell, Daniel R.	P0040564	06/30/2016	06/30/2016				\$319.82
		A00283035	CCLC	P0040554	07/25/2016	07/25/2016				\$2,000.00
		A00200043	American Express	P0040461	06/30/2016	06/30/2016				\$2,181.47
	07/27/2016	A00200043	American Express	P0040598	07/27/2016	07/27/2016				\$1,314.09
		A00200498	Office Depot	P0040601	07/27/2016	07/27/2016				\$246.01
		A00211081	Miller, Kent L.	P0040496	07/21/2016	07/21/2016				\$290.12
	07/28/2016	A00200043	American Express	P0040616	07/28/2016	07/28/2016				\$4,169.46

								TOTAL USER		\$104,102.02
JROTHGEB	07/12/2016	A00010784	Cordova, Anthony L.	P0039688	05/09/2016	05/09/2016				\$56.16
				P0040321	06/30/2016	06/30/2016				\$478.05
				P0040324	06/30/2016	06/30/2016				\$868.84

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200181	City of Taft	P0040277	06/30/2016	06/30/2016				\$43.67
		A00261115	Williams, Mark Preston.	P0040327	06/30/2016	06/30/2016				\$653.48
	07/13/2016	A00200629	Grainger	P0040379	07/13/2016	07/13/2016				\$7,899.69
		A00272600	Beard Family Trust	P0040283	07/12/2016	07/12/2016				\$75,000.00
				P0040288	06/30/2016	06/30/2016				\$5,500.00
		A00010784	Cordova, Anthony L.	P0040328	06/30/2016	06/30/2016				\$96.64
		A00001751	Balestino, Theodore J.	P0040329	06/30/2016	06/30/2016				\$91.64
		A00010784	Cordova, Anthony L.	P0040345	06/30/2016	06/30/2016				\$39.10
		A00200063	Austin's Pest Control, Inc.	P0040342	06/30/2016	06/30/2016				\$75.00
		A00200064	B & B Surplus	P0040361	06/30/2016	06/30/2016				\$138.67
		A00200282	True Value Home Center	P0040351	06/30/2016	06/30/2016				\$4.93
				P0040353	06/30/2016	06/30/2016				\$26.86
				P0040354	06/30/2016	06/30/2016				\$103.03
				P0040356	06/30/2016	06/30/2016				\$4.61
				P0040357	06/30/2016	06/30/2016				\$30.83
				P0040392	07/13/2016	07/13/2016				\$21.49
		A00200355	West Kern Water District	P0040343	06/30/2016	06/30/2016				\$85.42
				P0040344	06/30/2016	06/30/2016				\$97.70
		A00200393	Sparkletts	P0040362	06/30/2016	06/30/2016				\$53.83
				P0040363	06/30/2016	06/30/2016				\$12.00
		A00200508	P. G. & E.	P0040350	06/30/2016	06/30/2016				\$365.64

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
				P0040375	07/13/2016	07/13/2016				\$422.65
		A00200806	Kern Gardening Service	P0040348	06/30/2016	06/30/2016				\$250.00
				P0040349	06/30/2016	06/30/2016				\$250.00
		A00277845	Double D Cleaning Service	P0040346	06/30/2016	06/30/2016				\$240.00
				P0040372	07/13/2016	07/13/2016				\$240.00
	07/14/2016	A00200282	True Value Home Center	P0040378	07/13/2016	07/13/2016				\$698.68
		A00279024	Enigma, LLC	P0040377	07/13/2016	07/13/2016				\$1,785.00
		A00283009	Van Zandt, Martin Alan.	P0040330	06/30/2016	06/30/2016				\$3,013.20
		A00010784	Cordova, Anthony L.	P0040412	07/14/2016	07/14/2016				\$13.00
	07/21/2016	A00200498	Office Depot	P0040464	07/20/2016	07/20/2016				\$179.33
	07/25/2016	A00283199	Fork Lift Specialties, Inc.	P0040552	07/25/2016	07/25/2016				\$2,082.18
		A00200107	Bright House Networks	P0040410	07/14/2016	07/14/2016				\$4,850.52
		A00275443	WestAir Gases & Equipment In	P0040365	07/13/2016	07/13/2016				\$2,102.41

							TOTAL USER			\$107,874.25
KALLIKAS	07/28/2016	A00200498	Office Depot	P0040612	07/28/2016	07/28/2016				\$1,746.61
				P0040613	07/28/2016	07/28/2016				\$408.23

							TOTAL USER			\$2,154.84

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
KEHELMS	07/13/2016	A00200521	Pens Etc.	P0040271	05/11/2016	05/11/2016			\$193.34
		A00200107	Bright House Networks	P0040281	06/18/2016	06/18/2016			\$148.21
		A00200143	Carlson, Kamala A.	P0040274	06/02/2016	06/02/2016			\$250.00
		A00200521	Pens Etc.	P0040273	07/12/2016	07/12/2016			\$1,324.19
		A00203431	Grimes, Jessica R.	P0040276	06/02/2016	06/02/2016			\$250.00
		A00200016	4Imprint	P0040295	05/25/2016	05/25/2016			\$916.38
		A00258703	College House	P0040292	07/12/2016	07/12/2016			\$612.98
		A00201685	Cengage Learning	P0040315	07/12/2016	07/12/2016			\$1,789.92
		A00238748	RR Donnelley	P0040299	06/23/2016	06/23/2016			\$267.74
		A00258705	El Dorado Trading Group	P0040306	05/26/2016	05/26/2016			\$926.88
		A00270994	Legal Books Distributing	P0040323	07/12/2016	07/12/2016			\$280.69
	07/14/2016	A00259618	Taft College ASB General	P0040371	06/01/2016	06/01/2016			\$2,745.00
				P0040373	07/13/2016	07/13/2016			\$15.00
		A00279155	Jones & Bartlett Learning, L	P0040368	07/13/2016	07/13/2016			\$2,906.63
	07/19/2016	A00200143	Carlson, Kamala A.	P0040424	07/14/2016	07/14/2016			\$2,375.00
		A00200668	Houghton Mifflin Company	P0040425	06/01/2016	06/01/2016			\$911.10
		A00201685	Cengage Learning	P0040422	07/14/2016	07/14/2016			\$30,335.10
		A00203431	Grimes, Jessica R.	P0040423	07/14/2016	07/14/2016			\$1,250.00
		A00227772	MBS Textbook Exchange, Inc.	P0040426	06/01/2016	06/01/2016			\$4,371.25
	07/21/2016	A00227772	MBS Textbook Exchange, Inc.	P0040470	05/27/2016	05/27/2016			\$61.60
		A00255628	Modern Language Association	P0040465	07/20/2016	07/20/2016			\$1,454.08

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200555	McGraw-Hill	P0040473	07/20/2016	07/20/2016				\$12,054.23
		A00227772	MBS Textbook Exchange, Inc.	P0040472	07/20/2016	07/20/2016				\$11,842.03
		A00265008	Foundation for Critical Thin	P0040474	07/20/2016	07/20/2016				\$147.32
		A00200708	Kendall/Hunt Publishing Co.	P0040475	07/20/2016	07/20/2016				\$675.86
		A00201124	New Monic Books	P0040476	07/20/2016	07/20/2016				\$310.80
		A00200016	4Imprint	P0040479	07/20/2016	07/20/2016				\$22.43
		A00200434	Teacher's College Press	P0040482	07/20/2016	07/20/2016				\$250.06
				P0040487	07/20/2016	07/20/2016				\$429.34
		A00200518	Pearson Education	P0040477	06/01/2016	06/01/2016				\$14,471.73
				P0040478	07/20/2016	07/20/2016				\$37,476.39
				P0040488	07/20/2016	07/20/2016				\$2,779.46
		A00200693	John Wiley & Sons, Inc.	P0040486	07/20/2016	07/20/2016				\$4,417.97
		A00201047	Oxford University Press	P0040490	06/01/2016	06/01/2016				\$1,619.37
		A00271503	Wolters Kluwer Health	P0040481	07/20/2016	07/20/2016				\$2,571.83
		A00201047	Oxford University Press	P0040492	07/20/2016	07/20/2016				\$17,188.49
		A00200107	Bright House Networks	P0040497	07/21/2016	07/21/2016				\$152.96
		A00200274	Townsend Press Book Center	P0040493	07/20/2016	07/20/2016				\$429.53
		A00200298	Elsevier Health Science	P0040502	07/21/2016	07/21/2016				\$3,877.53
		A00200498	Office Depot	P0040506	06/01/2016	06/01/2016				\$51.16
		A00201549	Harper Collins Publishers	P0040500	07/21/2016	07/21/2016				\$204.91
		A00271523	Logical Operations, Inc.	P0040505	07/21/2016	07/21/2016				\$1,095.05

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00284611	Dahlstrom & Company	P0040501	07/21/2016	07/21/2016				\$70.40
		A00200175	Chevron Valley Credit Union,	P0040521	06/01/2016	06/01/2016				\$219.06
		A00278523	Worthy & James Publishing	P0040483	07/20/2016	07/20/2016				\$572.50
	07/25/2016	A00200127	California Dept. of Educatio	P0040555	07/25/2016	07/25/2016				\$650.45
		A00200195	Comet School Supplies	P0040559	07/25/2016	07/25/2016				\$1,719.57
		A00201045	Golling, Greg P.	P0040557	07/25/2016	07/25/2016				\$746.13
		A00201685	Cengage Learning	P0040558	07/25/2016	07/25/2016				\$1,801.37
	07/27/2016	A00200016	4Imprint	P0040573	07/26/2016	07/26/2016				\$258.75
		A00200584	Nacscorp	P0040586	07/26/2016	07/26/2016				\$27.66
		A00227932	Industrial Press, Inc.	P0040480	07/20/2016	07/20/2016				\$546.91
		A00200425	Taft College	P0040596	07/27/2016	07/27/2016				\$540.00
	07/28/2016	A00200393	Sparkletts	P0040623	07/28/2016	07/28/2016				\$55.88
		A00237176	SSD Systems	P0040622	07/28/2016	07/28/2016				\$111.02
		A00284316	Sequoia Publishing, Inc.	P0040621	07/28/2016	07/28/2016				\$186.48
		A00002482	May, James Patrick.	P0040607	07/28/2016	07/28/2016				\$539.50
		A00200508	P. G. & E.	P0040610	06/01/2016	06/01/2016				\$845.17
				P0040611	07/28/2016	07/28/2016				\$978.43
		A00200518	Pearson Education	P0040605	07/28/2016	07/28/2016				\$1,763.10
		A00200721	Kiwanis Club of Taft	P0040606	07/28/2016	07/28/2016				\$725.50

///

///

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00210330	Redleaf Press	P0040604	07/28/2016	07/28/2016				\$361.55

							TOTAL USER			\$178,172.97
KHELMS	07/12/2016	A00200048	Ammex	P0040179	07/07/2016	07/07/2016				\$87.79
		A00200417	Sysco Food Service of Ventur	P0040181	06/30/2016	06/30/2016				\$615.48
		A00201350	Four Seasons Carpet Cleaning	P0040184	07/07/2016	07/07/2016				\$645.00
		A00237176	SSD Systems	P0040180	07/07/2016	07/07/2016				\$151.38
		A00256341	Terminix	P0040178	06/30/2016	06/30/2016				\$774.00
	07/13/2016	A00200034	Albertson's	P0040187	07/07/2016	07/07/2016				\$8,000.00
		A00200284	U.S. Foods	P0040186	07/07/2016	07/07/2016				\$75,000.00
		A00200355	West Kern Water District	P0040188	07/07/2016	07/07/2016				\$2,500.00
		A00200417	Sysco Food Service of Ventur	P0040185	07/07/2016	07/07/2016				\$80,000.00
	07/21/2016	A00200498	Office Depot	P0040408	07/14/2016	07/14/2016				\$397.29
		A00280779	Combat Plumbing & Rooter LLC	P0040407	06/30/2016	06/30/2016				\$605.00
	07/25/2016	A00200417	Sysco Food Service of Ventur	P0040406	06/30/2016	06/30/2016				\$5,837.86

							TOTAL USER			\$174,613.80
LRISS	07/13/2016	A00284607	Laurie the Hygienist Inc.	P0040218	06/30/2016	06/30/2016				\$13,000.00
	07/21/2016	A00200536	Praxair Distribution, Inc.	P0040432	06/30/2016	06/30/2016				\$429.36

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200655	Henry Schein, Inc.	P0040434	06/30/2016	06/30/2016				\$72.72
				P0040435	06/30/2016	06/30/2016				\$51.49
	07/25/2016	A00200393	Sparkletts	P0040429	07/18/2016	07/18/2016				\$2,000.00
		A00200536	Praxair Distribution, Inc.	P0040430	07/18/2016	07/18/2016				\$6,500.00
		A00200655	Henry Schein, Inc.	P0040431	07/18/2016	07/18/2016				\$25,000.00
	07/28/2016	A00201171	Eastman, Stacy L.	P0040619	06/30/2016	06/30/2016				\$3,061.00

								TOTAL USER		\$50,114.57
MBLANCO	07/13/2016	A00283101	Dumont Printing, Inc.	P0040390	06/30/2016	06/30/2016				\$223.69
		A00200816	Rydin Decal	P0040339	07/12/2016	07/12/2016				\$1,284.23
		A00200407	Student Insurance	P0040338	07/12/2016	07/12/2016				\$49,100.00
	07/20/2016	A00200076	Bandy, Ingrun K.	P0040287	06/30/2016	06/30/2016				\$160.00
		A00200111	Bogle, Darcy S.	P0040282	06/30/2016	06/30/2016				\$198.51
				P0040284	06/30/2016	06/30/2016				\$142.25
		A00200375	Graham, Sandra L.	P0040302	06/30/2016	06/30/2016				\$366.26
		A00200627	Gonzalez, Lourdes	P0040290	06/30/2016	06/30/2016				\$153.84
				P0040322	06/30/2016	06/30/2016				\$163.17
		A00241620	Haskell, Morgan E.	P0040320	06/30/2016	06/30/2016				\$13.16
		A00272268	Ramirez, Natalie Elise.	P0040325	06/30/2016	06/30/2016				\$50.00
		A00200111	Bogle, Darcy S.	P0040341	07/12/2016	07/12/2016				\$750.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200120	CACCRAO	P0040446	07/18/2016	07/18/2016				\$200.00
		A00200154	CCCCSSAA	P0040336	07/12/2016	07/12/2016				\$300.00
		A00202072	Woods, Deanne M.	P0040439	07/18/2016	07/18/2016				\$108.00
				P0040441	06/30/2016	06/30/2016				\$108.00
		A00202280	Chaidez, Joell C.	P0040436	06/30/2016	06/30/2016				\$759.08
		A00200076	Bandy, Ingrun K.	P0040318	06/30/2016	06/30/2016				\$240.00
		A00200111	Bogle, Darcy S.	P0040316	06/30/2016	06/30/2016				\$332.78
		A00201143	Brown, Elizabeth J.	P0040279	06/30/2016	06/30/2016				\$115.60
		A00201159	Ray, Guadalupe	P0040312	06/30/2016	06/30/2016				\$295.00
		A00202072	Woods, Deanne M.	P0040310	06/30/2016	06/30/2016				\$210.60
		A00200658	Higher Education Publication	P0040394	07/13/2016	07/13/2016				\$75.00
	07/21/2016	A00200498	Office Depot	P0040512	07/21/2016	07/21/2016				\$303.13
		A00200541	Proforma	P0040326	06/30/2016	06/30/2016				\$1,265.00
		A00200390	Sonitrol of Bakersfield	P0040337	07/12/2016	07/12/2016				\$2,300.00
	07/25/2016	A00200498	Office Depot	P0040340	07/12/2016	07/12/2016				\$315.60
		A00200111	Bogle, Darcy S.	P0040499	07/21/2016	07/21/2016				\$250.00
		A00237391	Regents of the University of	P0040507	07/21/2016	07/21/2016				\$60.00
		A00200498	Office Depot	P0040562	06/30/2016	06/30/2016				\$315.60
		A00278967	Courtyard by Marriott	P0040511	07/21/2016	07/21/2016				\$254.52
		A00200094	Black, Sheri D.	P0040563	07/25/2016	07/25/2016				\$635.50
		A00200107	Bright House Networks	P0040331	07/12/2016	07/12/2016				\$12,475.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
				P0040333	07/12/2016	07/12/2016				\$20,380.00
		A00200338	Verizon Wireless	P0040335	07/12/2016	07/12/2016				\$2,700.00
		A00253023	Ellucian Company L.P.	P0040317	06/30/2016	06/30/2016				\$2,197.25
	07/26/2016	A00283101	Dumont Printing, Inc.	P0040381	06/30/2016	06/30/2016				\$235.38
	07/27/2016	A00269814	Soccer.com	P0040588	07/26/2016	07/26/2016				\$740.34
		A00278494	Holiday Inn Sacramento Capit	P0040551	07/25/2016	07/25/2016				\$437.00
		A00237331	Dumbrigue, Joanne Valdez.	P0040504	07/21/2016	07/21/2016				\$59.83
	07/28/2016	A00282401	Fred Pryor Seminars	P0040603	07/28/2016	07/28/2016				\$199.00
		A00278900	Fantastic Displays	P0040624	07/28/2016	07/28/2016				\$3,410.55

							TOTAL USER		\$103,882.87	
MMATTHEWS	07/07/2016	A00200175	Chevron Valley Credit Union,	P0040129	06/30/2016	06/30/2016				\$157.73
		A00201171	Eastman, Stacy L.	P0040137	06/30/2016	06/30/2016				\$25.00
	07/12/2016	A00200051	Antongiovanni, Barbara	P0040219	07/11/2016	07/11/2016				\$450.00
		A00200074	Baltazar, Diana	P0040223	07/11/2016	07/11/2016				\$1,000.00
		A00200150	Carrillo, Jessica	P0040226	07/11/2016	07/11/2016				\$700.00
		A00200626	Gonzales, Vanessa	P0040228	07/11/2016	07/11/2016				\$350.00
		A00200712	Kern County Supt. of Schools	P0040240	07/11/2016	07/11/2016				\$163.21
				P0040241	07/11/2016	07/11/2016				\$94.21
		A00203746	City of Bakersfield	P0040239	07/11/2016	07/11/2016				\$6.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00278586	ReadyRefresh	P0040220	07/11/2016	07/11/2016				\$425.00
	07/13/2016	A00200107	Bright House Networks	P0040183	07/07/2016	07/07/2016				\$3,000.00
		A00200575	Montoya, Janice	P0040191	07/07/2016	07/07/2016				\$29,211.00
		A00202445	AT&T Mobility	P0040221	07/11/2016	07/11/2016				\$6,000.00
		A00200359	Westchester Plaza, LLC	P0040114	07/05/2016	07/05/2016				\$42,360.00
		A00200543	Purdy, D.D.S., Daniel	P0040140	06/30/2016	06/30/2016				\$24,285.90
		A00200554	McCracken, Susan L.	P0040230	07/11/2016	07/11/2016				\$1,400.00
		A00067985	Farnsworth, Lisa M.	P0040236	07/11/2016	07/11/2016				\$1,200.00
		A00018793	Salcido, Paula	P0040232	07/11/2016	07/11/2016				\$6,000.00
		A00200575	Montoya, Janice	P0040231	07/11/2016	07/11/2016				\$29,211.00
		A00200712	Kern County Supt. of Schools	P0040229	07/11/2016	07/11/2016				\$410,000.00
		A00202340	Shaffer, Robin D.	P0040234	07/11/2016	07/11/2016				\$5,500.00
		A00203708	Rodriguez, Suzie	P0040233	07/11/2016	07/11/2016				\$5,500.00
	07/21/2016	A00067985	Farnsworth, Lisa M.	P0040437	06/30/2016	06/30/2016				\$160.05
	07/25/2016	A00200077	Bang, D.D.S., Robert	P0040549	06/30/2016	06/30/2016				\$11,553.00
		A00200730	Launspach, DDS., Inc., Danie	P0040548	06/30/2016	06/30/2016				\$6,263.14

								TOTAL USER		\$585,015.24
MTOFTE	07/05/2016	A00202804	Gale	P0040133	07/05/2016	07/05/2016				\$241.69
	07/07/2016	A00202804	Gale	P0040134	07/05/2016	07/05/2016				\$258.79

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		NUMBER	NAME	NUMBER	DATE					
	07/12/2016	A00202804	Gale	P0040213	06/30/2016	06/30/2016				\$258.79
	07/13/2016	A00200043	American Express	P0040131	07/05/2016	07/05/2016				\$2,181.47
		A00205819	Proquest LLC	P0040216	07/11/2016	07/11/2016				\$5,070.00

							TOTAL USER			\$8,010.74
MWHITE	07/07/2016	A00231183	Iron Nikkel Steel Builders	P0040119	06/30/2016	06/30/2016				\$14,000.00
	07/13/2016	A00200017	A.P.I. Plumbing	P0040121	06/30/2016	06/30/2016				\$1,033.78
		A00200680	J & L Locksmithing	P0040120	06/30/2016	06/30/2016				\$22.04
		A00200063	Austin's Pest Control, Inc.	P0040122	06/30/2016	06/30/2016				\$575.00
		A00200327	US Air Conditioning	P0040124	06/30/2016	06/30/2016				\$1,488.88
		A00284319	Fertile Earth Nursery and Ga	P0040123	06/30/2016	06/30/2016				\$176.43
		A00265309	Daikin Applied	P0040154	07/06/2016	07/06/2016				\$7,700.00
		A00200423	Taft City School District	P0040149	07/06/2016	07/06/2016				\$422.72
		A00269611	A-C Electric Company	P0040147	06/30/2016	06/30/2016				\$2,831.50
		A00200629	Grainger	P0040245	06/30/2016	06/30/2016				\$2,663.12
		A00200063	Austin's Pest Control, Inc.	P0040257	07/12/2016	07/12/2016				\$5,500.00
		A00200105	Brandco	P0040262	07/12/2016	07/12/2016				\$160.00
		A00200109	Brown & Reich Petroleum, Inc	P0040269	07/12/2016	07/12/2016				\$12,000.00
		A00200149	Carquest Auto Parts	P0040265	07/12/2016	07/12/2016				\$2,000.00
		A00200174	Chevron U.S.A., Inc.	P0040275	07/12/2016	07/12/2016				\$20,000.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00280761	County of Kern Public Works	P0040278	07/12/2016	07/12/2016				\$500.00
		A00200309	United Refrigeration, Inc.	P0040296	07/12/2016	07/12/2016				\$1,500.00
		A00200338	Verizon Wireless	P0040297	07/12/2016	07/12/2016				\$2,000.00
		A00200444	Republic Elevator	P0040289	07/12/2016	07/12/2016				\$3,500.00
		A00200479	Sears	P0040291	07/12/2016	07/12/2016				\$3,500.00
		A00200486	Shell	P0040293	07/12/2016	07/12/2016				\$1,500.00
		A00200498	Office Depot	P0040286	07/12/2016	07/12/2016				\$1,000.00
		A00275443	WestAir Gases & Equipment In	P0040301	07/12/2016	07/12/2016				\$200.00
		A00200352	Waxie Sanitary Supply	P0040300	07/12/2016	07/12/2016				\$3,000.00
		A00200715	Kern Electric Distributors	P0040244	07/11/2016	07/11/2016				\$5,000.00
		A00202335	Fastenal Industrial & Constr	P0040280	07/12/2016	07/12/2016				\$7,000.00
		A00202968	San Joaquin Chemicals, Inc.	P0040243	07/11/2016	07/11/2016				\$15,000.00
		A00275935	Supplyworks	P0040294	07/12/2016	07/12/2016				\$10,000.00
		A00278975	Val's Detail	P0040298	07/12/2016	07/12/2016				\$2,500.00
	07/14/2016	A00200063	Austin's Pest Control, Inc.	P0040141	07/06/2016	07/06/2016				\$7,200.00
		A00200423	Taft City School District	P0040148	07/06/2016	07/06/2016				\$1,161.34
	07/19/2016	A00200023	Abate-A-Weed	P0040411	07/14/2016	07/14/2016				\$339.07
	07/21/2016	A00269611	A-C Electric Company	P0040494	07/20/2016	07/20/2016				\$37,517.00
		A00275443	WestAir Gases & Equipment In	P0040459	06/30/2016	06/30/2016				\$50.46
	07/25/2016	A00269058	Aramark Uniform Services	P0040560	07/25/2016	07/25/2016				\$7,200.00
		A00200282	True Value Home Center	P0040115	06/30/2016	06/30/2016				\$1,732.85

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200423	Taft City School District	P0040471	07/20/2016	07/20/2016				\$1,034.00
		A00200017	A.P.I. Plumbing	P0040151	06/30/2016	06/30/2016				\$1,286.78
		A00200282	True Value Home Center	P0040172	06/30/2016	06/30/2016				\$1,043.35
	07/27/2016	A00244581	Independent Fire and Safety,	P0040597	07/27/2016	07/27/2016				\$2,188.87
	07/28/2016	A00200309	United Refrigeration, Inc.	P0040602	07/28/2016	07/28/2016				\$301.32

							TOTAL USER		\$187,828.51	
NAVINA	07/21/2016	A00279103	Yabla, Inc.	P0040517	07/06/2016	07/06/2016				\$250.00
	07/28/2016	A00200198	Community College League of	P0040609	07/28/2016	08/01/2016				\$6,838.80

							TOTAL USER		\$7,088.80	
NLANDRETH	07/19/2016	A00282401	Fred Pryor Seminars	P0040118	07/05/2016	07/05/2016				\$398.00
				P0040132	06/30/2016	06/30/2016				\$46.12
	07/20/2016	A00200043	American Express	P0040235	07/11/2016	07/11/2016				\$356.00
		A00200580	Museum of Tolerance	P0040242	07/11/2016	07/11/2016				\$472.50
		A00200043	American Express	P0040370	07/13/2016	07/13/2016				\$395.00
	07/21/2016	A00284435	Ramsey Solutions	P0040144	07/06/2016	07/06/2016				\$30,035.00
		A00284437	Council for Opportunity in E	P0040145	07/06/2016	07/06/2016				\$3,250.00
	07/27/2016	A00200043	American Express	P0040522	06/30/2016	06/30/2016				\$256.00

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00284671	PS Kosher Food Works Inc.	P0040393	07/13/2016	07/13/2016				\$374.96
		A00255627	Compansol	P0040498	07/21/2016	07/21/2016				\$1,590.00

							TOTAL USER			\$37,173.58
RWELBORN	07/20/2016	A00200498	Office Depot	P0040237	07/11/2016	07/11/2016				\$135.91
		A00200862	Taft College Bookstore	P0040189	07/07/2016	07/07/2016				\$92.42
	07/21/2016	A00200419	T.C. Clearing Account	P0040190	06/30/2016	06/30/2016				\$8,355.00
				P0040382	06/30/2016	06/30/2016				\$6,187.00

							TOTAL USER			\$14,770.33
SCRISS	07/11/2016	A00200378	WKCCD Custodian Revolving Ca	P0040238	07/11/2016	07/11/2016				\$6,360.76
	07/26/2016	A00200043	American Express	P0040565	07/26/2016	07/26/2016				\$589.85
	07/28/2016	A00200378	WKCCD Custodian Revolving Ca	P0040615	07/28/2016	07/28/2016				\$2,171.04

							TOTAL USER			\$9,121.65
SGARDNER	07/04/2016	A00200161	CDW-G	P0040101	07/04/2016	07/04/2016				\$863.77
	07/05/2016	A00231833	Ray A. Morgan Company Inc.	P0040111	06/30/2016	06/30/2016				\$154.61
	07/07/2016	A00200498	Office Depot	P0040097	06/28/2016	06/28/2016				\$64.49

Taft College Purchase Order Activity Report

1-July-2016 through 31-July-2016

FY 16-17

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	07/13/2016	A00200116	Burt Electric & Communicatio	P0040099	06/29/2016	06/29/2016				\$372.00
		A00234707	CMS Communications, Inc.	P0040098	06/29/2016	06/29/2016				\$1,352.60
	07/21/2016	A00200498	Office Depot	P0040113	06/30/2016	06/30/2016				\$836.59
	07/25/2016	A00200498	Office Depot	P0040100	06/30/2016	06/30/2016				\$133.59

							TOTAL USER			\$3,777.65
TROWDEN	07/20/2016	A00200826	SkillPath Seminars	P0040285	07/12/2016	07/12/2016				\$678.00
		A00277823	MailFinance Inc.	P0040448	07/19/2016	07/19/2016				\$4,500.00
		A00278032	Meteau, Robert	P0040449	06/30/2016	06/30/2016				\$288.04
		A00284324	Flowers, Carly M.	P0040447	06/30/2016	06/30/2016				\$71.51
				P0040466	06/30/2016	06/30/2016				\$71.51
		A00200735	Liebert Cassidy Whitmore	P0040485	07/20/2016	07/20/2016				\$3,650.00
		A00243587	United Healthcare Insurance	P0040452	07/19/2016	07/19/2016				\$234,000.00

							TOTAL USER			\$243,259.06

**WEST KERN COMMUNITY COLLEGE DISTRICT
REQUESTS FOR CONFERENCE ATTENDANCE & EXPENSES**

August 10, 2016

Page 1 of 3

EMPLOYEE	CONFERENCE/TRIP	LOCATION	DATES	EST. COST
Richards, Kristi	Various Businesses & Schools Outreach, Recruitment, & Career Transitions	Kern County	07/01/16 - 12/31/16	\$1,017.00 ♦
Cordova, Anthony	Blanket Travel Monthly Advisory Meetings, Networking & Research	Various Counties	07/01/16 - 06/30/17	\$1,000.00 ♦
Dumbrigue, Joanne	Blanket Travel Financial Aid Outreach	Various Counties	07/01/16 - 06/30/17	\$432.00 •
Amerio, Barbara	Blanket Travel Regions VI Monthly Director's Meetings	Various Counties	07/01/16 - 06/30/17	\$1,965.00 •
Johnson, Kathleen	Blanket Travel West Kern Adult Education Network Outreach Meetings	Various Counties	07/01/16 - 06/30/17	\$600.00 ♦
Rothgeb, Julie	Blanket Travel Advisory Committee Meetings and Career Technical Education Events	Various Counties	07/01/16 - 06/30/17	\$972.00 ♦
Waugh, Victoria	Blanket Travel TIL Outreach for Prospective Students	Various Counties	07/01/16 - 06/30/17	\$1,000.00 ■
Marcell, Jamia	Blanket Travel TIL Promoting Program	Various Counties	07/06/16 - 06/30/17	\$15,000.00 ■
Dodson, John	Blanket Travel TIL Various Meetings, Networking, Training & Community Outreach	Various Counties	07/06/16 - 06/30/17	\$3,000.00 ■
Schryver, Lee	Blanket Travel TIL Training Conferences, Networking, Partnering for Career Education	Various Counties	07/06/16 - 06/30/17	\$300.00 ■
Unruh, Krystal	Blanket Travel TIL Accompany Students for Medical Appointments	Various Counties	07/06/16 - 06/30/17	\$1,200.00 ■

*General Funds

•Restricted Funds

♦Grant Funds

■TIL

◊ Auxiliary Funds

▲ Revised

EMPLOYEE	CONFERENCE/TRIP	LOCATION	DATES	EST. COST
Wells, Susan	Blanket Travel TIL Networking, Partnering, Training, Conferences	Various Counties	07/06/16 - 06/30/17	\$300.00 ■
Patterson, Paula	Blanket Travel TIL Recreational Activities, Training, Workshops and Student Assistance	Various Counties	07/07/16 - 06/30/17	\$500.00 ■
Jose-Eguaras, Agnes	National Conference for Accelerated Programs for Higher Education	Austin, TX	07/25/16 - 07/30/16	\$1,828.14 ♦
Cordova, Anthony	Central Mother Lode Regional Consortium Strong Workforce Program Regional Planning Meeting	Clovis	07/27/16	\$124.20 ♦
Flowers, Carly	Misty May Treanor Sports Complex Women's' Basketball Recruiting Trip	Irvine	07/27/16 - 07/29/16	\$360.00 •
Williams, Mark	2016 California Technical Education Summit	Oakland	08/04/16 - 08/06/16	\$1,097.39 ♦
Gonzalez, Lourdes	Region 6 Extended Opportunities Programs and Services Summer Institute Debrief Meeting	Moorpark	08/05/16	\$171.76 •
Richards, Kristi	Pathways to Paycheck: Blueprint to Career Success	Modesto	09/08/16 - 09/09/16	\$237.05 ♦
Mendenhall, Janis	University of California Counselor Conference	Fresno	09/09/16	\$80.00 •
Duron, Candace	University of California Counselor Conference 2016	Santa Barbara	09/11/16 - 09/12/16	\$445.07 •
Arvizu, Primavera	Training and Orientation in Admissions & Records & Disabled Programs & Services	Sacramento	09/12/16 - 09/16/16	\$647.00 *
Rangel-Escobedo, Juana	Fred Pryor Training: How to Deal With Unacceptable Employee Behavior	Bakersfield	09/13/16	\$199.00 *
Gonzalez, Lourdes	New Director's Training for CalWORKS	Sacramento	09/13/16 - 09/16/16	\$899.16 •
Johnson, Kathleen Ramirez, Adeline	Adult Education Block Grant Public Meeting	Santa Barbara	09/14/16	\$246.28 ♦

*General Funds

•Restricted Funds

♦Grant Funds

■TIL

◇ Auxiliary Funds

▲ Revised

EMPLOYEE	CONFERENCE/TRIP	LOCATION	DATES	EST. COST
Mendenhall, Janis	California State University College Conference	Riverside	09/26/16 - 09/27/16	\$326.98 •
Williams, Mark	Student Equity/Student Support Services Program Directors Training 2016	Sacramento	09/26/16 - 09/29/16	\$799.75 •
Abbott, Amar	California Association for Postsecondary Education & Disability Conference	Monterey	10/06/16 - 10/11/16	\$1,939.62 •
Mendenhall, Janis	California Association for Postsecondary Education & Disability Conference	Monterey	10/06/16 - 10/11/16	\$2,054.62 •

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2016-2017
 FOR THE MONTH ENDING JULY 31, 2016**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	11,348,427	11,348,427	700,183	0	10,648,244
8800	Local Revenues	12,171,537	12,171,537	284,305	0	11,887,232
Summary		23,519,964	23,519,964	984,488	0	22,535,476

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2016-17
 For the Month Ending July 31, 2016**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	8,197,820	8,197,820	0	0	8,197,820
2000	Classified & Other Nonacademic Sala	4,436,477	4,436,477	0	0	4,436,477
3000	Employee Benefits	5,308,864	5,308,864	38,820	195,180	5,074,864
4000	Supplies and Materials	477,284	477,284	2,505	96,582	378,197
5000	Other Operating Expenses & Services	4,047,254	4,047,254	120,272	342,171	3,584,811
6000	Capital Outlay	113,128	113,128	1,167	3,754	108,207
7000	Other Outgo	466,783	466,783	795	0	465,988
7200	Transfers	472,354	472,354	0	0	472,354
Summary		23,519,964	23,519,964	163,559	637,687	22,718,718

ASB 2016/17
Balance Sheet
As of July 31, 2016

July 31, 2016

ASSETS

Current Assets

Checking/Savings

ASB Chevron 130,630.02

ASB Chevron - Savings 143.23

Total Checking/Savings 130,773.25

Total Current Assets 130,773.25

TOTAL ASSETS 130,773.25

LIABILITIES & EQUITY

Equity

Restricted Funds

ASB Athletics 45,742.45

ASB Cards 19,550.20

ASB General 15,009.58

ASB Soft Drinks 4,190.00

Baseball Club 3,107.49

Best Buddies 2,676.84

Cougar Echo 773.50

CRU 726.20

D.H. GENERAL

D.H.CLASS OF 2015 0.13

D.H.CLASS OF 2016 0.08

D.H. CLASS OF 2017 707.68

D.H. GENERAL - Other 1,262.72

Total D.H. GENERAL 1,970.61

DISNEYLAND 1,786.00

ECE 1,254.00

EOPS 0.00

Field Trips 280.00

Literary Club-Equity 1,109.98

NSLS Club - Equity 2,494.62

On Our Own 2,058.80

Performing Arts 2,035.04

Phi Theta Kappa

PTK-Scholarship -2,000.00

PTK-Conference/Meeting -3,744.23

Phi Theta Kappa - Other 7,622.81

Total Phi Theta Kappa 1,878.58

Reentry Voc Club 2.99

Soccer Club - Mens 4,171.81

Soccer Club - Womens 3,933.40

ASB 2016/17
Balance Sheet
As of July 31, 2016

	<u>July 31, 2016</u>
Social Science/ Research Equity	1,582.88
Softball Fund	-3,263.88
Spectrum	1,134.83
STEM	1,200.00
TC Debate Society	8.04
TIL Class Trip - Equity	775.59
TIL Orientation	349.00
TIL Program	-5,978.57
TIL Reunion	34.94
Uniform Replacement	17,498.72
Women's Athletic Club	2,523.23
Women's Basketball Club	155.28
Total Restricted Funds	<u>130,772.15</u>
Retained Earnings	
Unrestricted Funds	0.00
Net Income	0.00
Total Equity	<u>130,772.15</u>
TOTAL LIABILITIES & EQUITY	<u><u>130,772.15</u></u>

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 06, 2016 09:26:00AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 415111

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$175,188.53**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
LOTTERY APPORTIONMENT	84096	0886	5490	\$106,952.73	\$106,952.73
LOTTERY APPORTIONMENT	84097	0886	5490	\$68,235.80	\$68,235.80

TOTAL DEPOSIT: **\$175,188.53**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$175,188.53 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #170001**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 07/06/2016 To 07/06/2016
 Transaction Number from: 170001 To 170001
 Date entered from: 00/00/0000 To 99/99/9999

J21993 DC0100 L.00.01 07/06/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170001	07/06/2016	07/06/2016	WKCCD DEPOSIT		106,952.73
1.	78	LOTTERY APPORTIONMENT		11477-000-8681-00000	68,235.80
2.	78	LOTTERY APPORTIONMENT		12477-000-8681-00000	175,188.53
				TOTAL AMOUNT	175,188.53
				DISTRICT TOTAL	175,188.53
				GRAND TOTAL	175,188.53

ENTERED BY: MDJB UNAPPROVED

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 07, 2016 09:19:20AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 415205

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 **\$17,386.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$17,386.00	\$17,386.00

TOTAL DEPOSIT: **\$17,386.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$17,386.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #170002

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 07/07/2016 To 07/07/2016
 Transaction Number from: 170002 To 170002
 Date entered from: 00/00/0000 To 99/99/9999

J22828 DC0100 L.00.01 07/07/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170002	07/07/2016	07/07/2016	WKCCD DEPOSIT		17,386.00
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	17,386.00
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	17,386.00
				DISTRICT TOTAL	17,386.00
				GRAND TOTAL	17,386.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 07, 2016 09:21:36AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO. 415207

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 **\$10,163.31**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
DORM REVENUE	75960	0886	5490	\$137.64	\$137.64
GENERAL FUND	84096	0886	5490	\$2,323.18	\$2,323.18
TIL	84697	0886	5490	\$1,700.00	\$1,700.00
CAFETERIA	84699	0886	5490	\$6,002.49	\$6,002.49

TOTAL DEPOSIT: \$10,163.31

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$10,163.31 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #170003

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 07/07/2016 To 07/07/2016
 Transaction Number from: 170003 To 170003
 Date entered from: 00/00/0000 To 99/99/9999

J22829 DC0100 L.00.01 07/07/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170003	07/07/2016	07/07/2016	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8892-67300	1,261.30
2.	78	REIMBURSEMENT		11000-000-9161-00000	15.00
3.	78	REIMBURSEMENT		11000-401-8892-67200	175.00
4.	78	REIMBURSEMENT		11000-432-8892-67703	350.30
5.	78	TRANSCRIPTS		11508-301-8879-64900	521.58
6.	78	CAFETERIA SALES		32000-422-8841-69400	6,002.49
7.	78	WASHER/DRYER COMMISSION		35000-357-8892-69700	137.64
8.	78	REIMBURSEMENT		39000-314-8892-64991	1,700.00
				TOTAL AMOUNT	10,163.31
				DISTRICT TOTAL	10,163.31
				GRAND TOTAL	10,163.31

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

USER NAME
Mindy Jewell
SUBMIT DATE
Jul 14, 2016 10:35:13AM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
415727

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$1,146.25

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$1,146.25	\$1,146.25

TOTAL DEPOSIT: \$1,146.25

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,146.25 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #170004

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

D78 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/14/2016 To 07/14/2016
Transaction Number from: 170004 To 170004
Date entered from: 00/00/0000 To 99/99/9999

J26892 DC0100 L.00.01 07/14/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170004	07/14/2016	07/14/2016	WKCCD DEPOSIT		
1.	78	BOOSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	1,146.25
				TOTAL AMOUNT	1,146.25
				DISTRICT TOTAL	1,146.25
				GRAND TOTAL	1,146.25

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

USER NAME
Mindy Jewell
SUBMIT DATE
Jul 14, 2016 10:38:07AM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
415728

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$1,236.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$1,236.00	\$1,236.00

TOTAL DEPOSIT: \$1,236.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,236.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #170005

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

178 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/14/2016 To 07/14/2016
Transaction Number from: 170005 To 170005
Date entered from: 00/00/0000 To 99/99/9999

J26893 DC0100 L.00.01 07/14/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170005	07/14/2016	07/14/2016	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	1,236.00
				TOTAL AMOUNT	1,236.00 *
				DISTRICT TOTAL	1,236.00 *
				GRAND TOTAL	1,236.00 *

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 14, 2016 10:39:52AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 415729

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$73,153.22**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$24,498.10	\$24,498.10
RESTRICTED FUND	84097	0886	5490	\$43,951.00	\$43,951.00
TIL	84697	0886	5490	\$3,292.54	\$3,292.54
CAFETERIA	84699	0886	5490	\$1,411.58	\$1,411.58

TOTAL DEPOSIT: **\$73,153.22**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$73,153.22 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #170006**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/14/2016 To 07/14/2016
Transaction Number from: 170006 To 170006
Date entered from: 00/00/0000 To 99/99/9999

J26895 DC0100 L.00.01 07/14/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170006	07/14/2016	07/14/2016	WKCCD DEPOSIT		
				ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8892-67300	83.60
2.	78	WESTEC ENROLLMENT		11450-204-8874-70990	24,414.50
3.	78	PELL		12000-353-8154-64600	8,951.00
4.	78	TRIO		12000-340-8199-64951	35,000.00
5.	78	CAFETERIA SALES		32000-422-8841-69400	1,411.58
6.	78	TIL		39000-314-8699-64991	3,292.54
				TOTAL AMOUNT	73,153.22
				DISTRICT TOTAL	73,153.22
				GRAND TOTAL	73,153.22

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

USER NAME
Mindy Jewell
SUBMIT DATE
Jul 21, 2016 01:56:48PM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
416309

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$1,905.50

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$1,905.50	\$1,905.50

TOTAL DEPOSIT: \$1,905.50

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,905.50 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #170007

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A TRUE AND
CORRECT RECORD OF THE TOTAL AMOUNT
DUE THE KERN COUNTY TREASURER TO
AND INCLUDING:

NOT PROCESSED
NOT SIGNED
AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/21/2016 To 07/21/2016
Transaction Number from: 170007 To 170007
Date entered from: 00/00/0000 To 99/99/9999

J31311 DC0100 L.00.01 07/21/16 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170007	07/21/2016	07/21/2016	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	1,905.50
				TOTAL AMOUNT	1,905.50
				DISTRICT TOTAL	1,905.50
				GRAND TOTAL	1,905.50

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 21, 2016 01:59:26PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 416311

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$40,749.05**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$29,390.55	\$29,390.55
RESTRICTED FUND	84097	0886	5490	\$10,530.72	\$10,530.72
CAFETERIA	84699	0886	5490	\$827.78	\$827.78

TOTAL DEPOSIT: **\$40,749.05**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$40,749.05 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #170008

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 07/21/2016 To 07/21/2016
 Transaction Number from: 170008 To 170008
 Date entered from: 00/00/0000 To 99/99/9999

J31312 DC0100 L.00.01 07/21/16 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170008	07/21/2016	07/21/2016	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8892-67300	83.60
2.	78	REIMBURSEMENT		11000-202-8892-60100	973.63
3.	78	REIMBURSEMENT		11000-202-8892-60103	1,093.14
4.	78	REIMBURSEMENT		11000-432-8892-67703	68.68
5.	78	PROCTORING		11000-306-8889-49306	20.00
6.	78	WESTEC ENROLLMENT		11450-204-8874-70990	27,151.50
7.	78	FEDERAL WORK STUDY		12401-353-8153-64600	2,151.00
8.	78	FWS ADMIN ALLOWANCE		12401-353-8151-64600	161.74
9.	78	QFS REIMBURSEMENT		12432-218-8892-64952	232.20
10.	78	REIMBURSEMENT		12560-223-8892-60103	1,512.00
11.	78	REIMBURSEMENT		12559-223-8892-09565	6,473.78
12.	78	CAFETERIA SALES		32000-422-8841-69400	827.78
				TOTAL AMOUNT	40,749.05
				DISTRICT TOTAL	40,749.05
				GRAND TOTAL	40,749.05

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 27, 2016 10:13:43AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 416713

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$983,245.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
JULY SCHOOL APPORTIONMENT	84096	0886	5490	\$700,183.00	\$700,183.00
JULY SCHOOL APPORTIONMENT	84097	0886	5490	\$283,062.00	\$283,062.00

TOTAL DEPOSIT: **\$983,245.00**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$983,245.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #170009**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 07/27/2016 To 07/27/2016
 Transaction Number from: 170009 To 170009
 Date entered from: 00/00/0000 To 99/99/9999

J33799 DC0100 L.00.01 07/27/16 PAG1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170009	07/27/2016	07/27/2016	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	JULY	SCHOOL APPORTIONMENT	11000-000-8612-00000	684,785.00
2.	78	JULY	SCHOOL APPORTIONMENT	11495-202-8613-00000	7,200.00
3.	78	JULY	SCHOOL APPORTIONMENT	11006-201-8633-00000	8,198.00
4.	78	JULY	SCHOOL APPORTIONMENT	12551-353-8615-64600	3,398.00
5.	78	JULY	SCHOOL APPORTIONMENT	12000-303-8622-64301	24,646.00
6.	78	JULY	SCHOOL APPORTIONMENT	12000-311-8623-64200	21,206.00
7.	78	JULY	SCHOOL APPORTIONMENT	12000-305-8624-64301	2,964.00
8.	78	JULY	SCHOOL APPORTIONMENT	12551-353-8625-64600	12,526.00
9.	78	JULY	SCHOOL APPORTIONMENT	12600-309-8627-64992	10,560.00
10.	78	JULY	SCHOOL APPORTIONMENT	12000-304-8630-00000	73,654.00
11.	78	JULY	SCHOOL APPORTIONMENT	12000-304-8631-00000	942.00
12.	78	JULY	SCHOOL APPORTIONMENT	12563-000-8644-00000	30,464.00
13.	78	JULY	SCHOOL APPORTIONMENT	12567-000-8645-00000	8,400.00
14.	78	JULY	SCHOOL APPORTIONMENT	12599-309-8632-64992	2,325.00
15.	78	JULY	SCHOOL APPORTIONMENT	12060-113-8634-67801	13,779.00
16.	78	JULY	SCHOOL APPORTIONMENT	12050-431-8654-00000	13,780.00
17.	78	JULY	SCHOOL APPORTIONMENT	12603-125-8643-68900	64,418.00
				TOTAL AMOUNT	983,245.00
				DISTRICT TOTAL	983,245.00
				GRAND TOTAL	983,245.00

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

USER NAME
Mindy Jewell
SUBMIT DATE
Jul 28, 2016 10:31:42AM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
416820

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$86.83**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$86.83	\$86.83

TOTAL DEPOSIT: **\$86.83**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$86.83 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #170010

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

178 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/28/2016 To 07/28/2016
Transaction Number from: 170010 To 170010
Date entered from: 00/00/0000 To 99/99/9999

J34594 DC0100 L.00.01 07/28/16 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
.70010	07/28/2016	07/28/2016	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	86.83
				TOTAL AMOUNT	86.83 *
				DISTRICT TOTAL	86.83 *
				GRAND TOTAL	86.83 *

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

USER NAME
Mindy Jewell
 SUBMIT DATE
Jul 28, 2016 10:32:33AM
 PROCESS DATE
NOT PROCESSED AT THIS TIME
 DEPT NO. 0886
 EROD NO. 416821

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$5,065.50**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$5,065.50	\$5,065.50

TOTAL DEPOSIT: **\$5,065.50**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$5,065.50 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #170011

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 07/28/2016 To 07/28/2016
Transaction Number from: 170011 To 170011
Date entered from: 00/00/0000 To 99/99/9999

J34595 DC0100 L.00.01 07/28/16 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170011	07/28/2016	07/28/2016	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	5,065.50
				TOTAL AMOUNT	5,065.50
				DISTRICT TOTAL	5,065.50
				GRAND TOTAL	5,065.50

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jul 28, 2016 10:33:43AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 416822

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$7,597.54**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$3,820.54	\$3,820.54
RESTRICTED FUND	84097	0886	5490	\$2,947.00	\$2,947.00
CAFETERIA	84699	0886	5490	\$830.00	\$830.00

TOTAL DEPOSIT: **\$7,597.54**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$7,597.54 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #170012

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 07/28/2016 To 07/28/2016
 Transaction Number from: 170012 To 170012
 Date entered from: 00/00/0000 To 99/99/9999

J34596 DC0100 L.00.01 07/28/16 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
170012	07/28/2016	07/28/2016	WKCCD DEPOSIT		
				ENTERED BY: MDJB UNAPPROVED	
1.	78	GED/HISET TESTING		11000-306-8892-49306	3,430.00
2.	78	INSURANCE REIMBURSEMENTS		11000-412-8892-67300	362.04
3.	78	REIMBURSEMENT		11000-110-8892-66003	8.50
4.	78	PROCTORING		11000-306-8889-49306	20.00
5.	78	LIBRARY PROGRAMS		12201-203-8892-61200	279.00
6.	78	PELL		12000-353-8154-64600	2,668.00
7.	78	CAFETERIA SALES		32000-422-8841-69400	830.00
				TOTAL AMOUNT	7,597.54
				DISTRICT TOTAL	7,597.54
				GRAND TOTAL	7,597.54

Date: July 27, 2016

Submitted by: Jim Nicholas, Director of Fiscal Services

Area Administrator: Brock McMurray, EVP of Administrative Services

Subject: Information Item

Board Meeting Date: August 10, 2016

Title of Board Item:

Report of Investments as of the quarter and year ended June 30, 2016 held at: U.S. Bank Global Corporate Trust Services & The Bank of New York Mellon Trust Company, N.A.

Background:

These investments are not included in the District's Investment Portfolio, which is managed by Wells Fargo Investments and Morgan Stanley Smith Barney. Attached is a summary of the investments held at **U.S. Bank Global Corporate Trust Services and The Bank of New York Mellon**. This represents a summary of activity for the period of July 1, 2015 through June 30, 2016. Investments were held at these two institutions as part of the Districts General Obligation Bonds and/or Certificate of Participation (COP) Notes Program. This provided an investment vehicle for WKCCD to be used in conjunction with its construction programs and building on campus. This information is being submitted for informational purposes only.

Terms (if applicable): July 1, 2015 – June 30, 2016

Expense (if applicable): Not Applicable

Fiscal Impact Including Source of Funds (if applicable):

The **U.S. Bank Global Corporate Trust Services** accounts had a beginning balance of \$29,076,642 at July 1, 2015, and an ending balance of \$28,893,514 for its Certificates of Participation, reflecting a slight decline in value for the year just ended. The negative growth in these funds represents interest earned in the accounts after the COP obligations were paid, net of any fees or account charges, and adjusted by market fluctuations.

This balance represents the 2015 COP reserve portion that is designated for the District's debt obligation repayment.

The **Bank of New York Mellon** had a beginning balance of \$18,495,752 in the accounts tied to the District's general obligation bonds, and an ending balance of \$18,520,409 reflecting a net increase of \$24,657 for the year just ended. This increase is the result of market valuation adjustments during the period.

This balance represents the escrow obligation from the 2015 refinance of the General Obligation Bonds originally issued by the District in 2004.

Approved: 
Brock McMurray, EVP of Administrative Services

WEST KERN COMMUNITY COLLEGE DISTRICT INVESTMENT SUMMARY: Other Investments

U.S. Bank Global Corporate Trust Services

July 1, 2015 through June 30, 2016

Investment Account	Type of Activity	Portfolio as of Jul. 1, 2015	Deposits / Int / Dividends Transfers In	Withdrawals / Fees Transfers Out	Balance as of June 30, 2016
West Kern CCD 2008, Lease Payment Fund	Investment Agreement, Balance / FSA Capital Mgt Svcs	-	-	-	-
West Kern CCD 2008, Certificate Reserve Fund	Treasury Portfolio	5	-	(5)	-
West Kern CCD 2015 Refunding COP Lease Payment Fund	Treasury Portfolio	-	1,896,609	(1,896,603)	6
West Kern CCD 2015 Refunding COP Reserve Fund	Treasury Portfolio	-	-	-	-
West Kern CCD 2015 Refunding COP Reserve Fund	Investment Agreement, Balance / Assured Guaranty Munic	-	1,896,603	-	1,896,603
West Kern CCD 2015 Refunding COP Cost of Issuance Fund	Treasury Portfolio	3,737	0	(3,737)	-
West Kern CCD 2015 Refunding COP Escrow Fund	Treasury Portfolio	29,072,901	234,326	(2,310,321)	26,996,905
Grand Total		29,076,642			28,893,514

The Bank of New York Mellon

July 1, 2015 through June 30, 2016

Investment Account	Type of Activity	Portfolio as of Jul. 1, 2015	Deposits Transfers In	Withdrawals Transfers Out	Balance as of June 30, 2016
General Obligation Bond: Debt Service Pymnts	Portfolio	1	7,315,575	(7,315,576)	-
General Obligation Bond: WK 05 GOB-Rdmpn Fund	Portfolio	-	-	-	-
General Obligation Bond: 05 Escrow 04	US Treasury Notes	2	-	(2)	-
West Kern CCD KC CA 15 GOB Ref Bonds COI	Portfolio	18,611	-	(18,611)	-
West Kern CCD KC CA 15 GOB Ref Bonds Escrow	US Treasury Notes	18,477,138	69,259	(25,988)	18,520,409
West Kern CCD 2015 Series C Tax Exempt	Portfolio	-	5,630,575	(5,630,575)	-
Grand Total		18,495,752			18,520,409

GRAND TOTAL OF INVESTMENTS HELD @ INVESTMENT COMPANIES

47,413,923

**West Kern Community College District
Board of Trustees Meeting**

August 10, 2016

Agenda Item 16.

A. Academic Employment

1. 2016-17 Contract Faculty 10-Month Assignment

Item	Name	Assignment	Class/Step	Effective Date
a.	Flowers, Carly	Head Women's Basketball Coach/ Associate Professor	II-8	8/15/16 - 5/19/17

2. Fall 2016 Instructor Overload Assignments (Monthly)

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Bandy, Kanoe	Business 1601	3	\$65.56	8/22/16 - 12/16/16
b.	Chung-Wee, Chris	English 1600	3	\$65.56	8/22/16 - 12/16/16
↓	Devine, William	English 1600	3	\$65.56	8/22/16 - 12/16/16
c.	Grimes, Jessica	English 0900, PHIL 1531	3	\$65.56	8/22/16 - 12/16/16
d.	Payne, Ruby	Math 0230, 0240, 1050, 1530	3	\$65.56	8/22/16 - 12/16/16
e.	Reynold, Joy	Math 1060	3	\$65.56	8/22/16 - 12/16/16
f.	Vaughan, Susan	DSE 1501, 1503	3	\$65.56	8/22/16 - 12/16/16

3. 2016-17 Division Chair Assignments

Item	Name	Assignment	Step	Salary	Effective Date
a.	Bandy, Kanoe	Applied Technologies	--	\$8,167.70	8/22/16 - 5/19/17
b.	Carlson, Kamala	English Language Arts	--	\$9,334.51	8/22/16 - 5/19/17
c.	Eveland, Sharyn	Social Sciences	--	\$9,334.51	8/22/16 - 5/19/17
d.	Jacobi, Victoria	Learning Support	--	\$8,167.70	8/22/16 - 5/19/17
e.	Martinez, Julian	Liberal Arts	--	\$9,334.51	8/22/16 - 5/19/17
f.	Mayfield, Mike	Science and Mathematics	--	\$10,501.32	8/22/16 - 5/19/17

4. Extra Duty Assignments

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Blake, Paul	Café Learn Course Management	3	\$65.56	7/1/16 - 12/31/16
↓	Carrithers, Jon	Café Learn Course Management	3	\$65.56	7/1/16 - 12/31/16
↓	Thornsberry, Donald	Café Learn Course Management	3	\$65.56	7/1/16 - 12/31/16
b.	Sundgren, Lori	Jumpstart Counseling	3	\$65.56	8/1/16 - 8/31/16

5. 2016-17 Adjunct Advisor Assignment

Item	Name	Assignment	Step	Salary	Effective Date
a.	Sutherland, Tammy	College Concurrent Program Advisor	3	\$65.56	8/22/16 - 12/16/16

6. 2016-17 Athletic Assignments

Item	Name	Assignment	Class/Step	Stipend	Effective Date
a.	Bell, Cassidy	Head Women's Softball Coach	--	\$9,484.30*	1/1/17 - 5/31/17
b.	Bell, Cassidy	Head Women's Softball Coach Recruiting and Travel Stipends	--	\$2,685.14	1/1/17 - 5/31/17
c.	Burroughs, Bruce	Head Women's Golf Coach Recruiting and Travel Stipends	--	\$2,685.14	8/1/16 - 12/31/16
d.	Cardona, Anthony	Volunteer Assistant Men's/Women's Soccer Coach	--	--	8/1/16 - 12/31/16
e.	Hernandez, Brittany	Volunteer Assistant Women's Soccer Coach	--	--	8/1/16 - 12/31/16
f.	Munguia, Jovany	Assistant Men's Soccer Coach	--	\$4,528.10	8/1/16 - 12/31/16
g.	Munguia, Jovany	Assistant Women's Soccer Coach	--	\$2,264.05	8/1/16 - 12/31/16
h.	Sorensen, Chad	Head Men's Golf Coach	--	\$11,145.20**	1/1/17 - 6/30/17
i.	Sorensen, Chad	Head Men's Golf Coach Recruiting and Travel Stipends	--	\$3,685.14	1/1/17 - 6/30/17

*\$55.79 x 10 hrs./wk. x 17 weeks **\$65.56 x 10 hrs./wk. x 17 weeks

7. Fall 2016-17 Adjunct Lecturers

a.	Acosta, Suzanne	ARTH 1500 Course	3	\$65.56	8/22/16 - 12/16/16
b.	Agundez, Adrian	COSC 2020 Course	3	\$65.56	8/22/16 - 12/16/16
c.	Ambrose, Brooke	ILS 0030, 0060 Courses	3	\$65.56	8/22/16 - 12/16/16
d.	Ashmore, April	BIOL 1500, 1510 Courses	3	\$65.56	8/22/16 - 12/16/16
e.	Averett, Eric	WTER 1510 Course	3	\$65.56	8/22/16 - 12/16/16
f.	Avila, Henry	WELD 1030 Course	3	\$65.56	8/22/16 - 12/16/16
g.	Balestino, Ted	WELD 1010, 1560 Courses	3	\$65.56	8/22/16 - 12/16/16
h.	Bandy, Don	GEOG 1510, HLED 1510 Courses	3	\$65.56	8/22/16 - 12/16/16
i.	Batchelor, Gregg	ADMJ 1503, 1501 Courses	3	\$65.56	8/22/16 - 12/16/16
j.	Bench, Patricia	PSYC 1500 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Wells, Lido	PSYC 1500 Course	3	\$65.56	8/22/16 - 12/16/16
k.	Bender, Brian	ADMJ 1502 Course	3	\$65.56	8/22/16 - 12/16/16
l.	Burnham, Kyle	MUSC 1510 Course	3	\$65.56	8/22/16 - 12/16/16

7. Fall 2016-17 Adjunct Lecturers

Item	Name	Assignment	Step	Hourly Rate	Effective Date
↓	Smith, Lee	MUSC 1510 Course	3	\$65.56	8/22/16 - 12/16/16
m.	Chidgey, Kevin	ENGL 0900 Course	2	\$58.44	8/22/16 - 12/16/16
n.	Combs, Noelle	POSC 1501 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Pease, Harold	POSC 1501 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Zimmer, Cynthia	POSC 1501 Course	3	\$65.56	8/22/16 - 12/16/16
o.	Conyers, Kathleen	MATH 0230 Course	3	\$65.56	8/22/16 - 12/16/16
p.	Cook, Larry	MATH 0240 Course	3	\$65.56	8/22/16 - 12/16/16
q	Cross, Vanessa	ENGL 1000, HUM 1500 Courses	3	\$65.56	8/22/16 - 12/16/16
r.	Cuate, Bertha	ECEF 1090 Course	3	\$65.56	8/22/16 - 12/16/16
s.	Cunningham, John	MATH 0240, 1050 Courses	3	\$65.56	8/22/16 - 12/16/16
t.	Cutrona, Angelo	PHED 1511, 2511 Courses	3	\$65.56	8/22/16 - 12/16/16
u.	Cutrona, Myisha	PHED 1510, 2510 Courses	3	\$65.56	8/22/16 - 12/16/16
v.	DeFreece, Chris	PHED 1523, 1623, 1723, 1823 Courses	3	\$65.56	8/22/16 - 12/16/16
w.	Dimayuga, Anna	ART 1800, 1811 Courses	3	\$65.56	8/22/16 - 12/16/16
x.	Draucker, Esther	ANTH 1501 Course	3	\$65.56	8/22/16 - 12/16/16
y.	Duncan, Brandon	HIST 2231 Course	3	\$65.56	8/22/16 - 12/16/16
z.	Dunham, Geoffrey	ILS 0020, 0022 Courses	3	\$65.56	8/22/16 - 12/16/16
aa.	Durkan, Brian	PHED 1510, 1533 Courses	3	\$65.56	8/22/16 - 12/16/16
bb.	Fariss, Jeff	HLED 1531, 1535 Courses	3	\$65.56	8/22/16 - 12/16/16
cc.	Ferguson, Bruce	HLED 1510, PHED 1646, 2146 Courses	3	\$65.56	8/22/16 - 12/16/16
dd.	Golling, Leigh	DRAM 1510, 1535 Courses	3	\$65.56	8/22/16 - 12/16/16
ee.	Goodman, Daniel	COSC 1603, 1703 Courses	3	\$65.56	8/22/16 - 12/16/16
ff.	Grimes, Tracie	ENGL 1500 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Mace, Ariana	ENGL 1500 Course	3	\$65.56	8/22/16 - 12/16/16
ff.	Polski, Robert	ENGL 1500 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Schoneweis, Caroline	ENGL 1500 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Stockton, Laura	ENGL 1500 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Wallace, Sara	ENGL 1500 Course	3	\$65.56	8/22/16 - 12/16/16
gg.	Guitron, Anna	SPAN 1601 Course	3	\$65.56	8/22/16 - 12/16/16
hh.	Hanawalt, April	SOC 1510, 2120 Courses	3	\$65.56	8/22/16 - 12/16/16
ii.	Hawkins, Greg	ILS 0055 Course	3	\$65.56	8/22/16 - 12/16/16
jj.	Headrick, Donna	BIOL 2370, HLED 1541 Courses	3	\$65.56	8/22/16 - 12/16/16

7. Fall 2016-17 Adjunct Lecturers

Item	Name	Assignment	Step	Hourly Rate	Effective Date
kk.	Hess, Ann	MATH 0230 Course	3	\$65.56	8/22/16 - 12/16/16
ll.	Hickman, Ryan	BIOL 2370, ENGL 1000, 1600 Courses	3	\$65.56	8/22/16 - 12/16/16
mm.	Holden, Richard	ART 1850, 1860 Courses	3	\$65.56	8/22/16 - 12/16/16
nn.	Huddleston, Crystal	ENGL 1500, 1600 Courses	3	\$65.56	8/22/16 - 12/16/16
oo.	Jennings, Sandra	DNTL 1512, 1514, 2130 Courses	3	\$65.56	8/22/16 - 12/16/16
pp.	Jose, Marie	SOC 1510 Course	2	\$58.44	8/22/16 - 12/16/16
qq.	Khasky, Amy	PSYC 2033 Course	3	\$65.56	8/22/16 - 12/16/16
rr.	Kopp, John	HIST 2202, 2231 Courses	3	\$65.56	8/22/16 - 12/16/16
ss.	Leonzo, Hector	MATH 1050 Course	3	\$65.56	8/22/16 - 12/16/16
tt.	Lindquist, Erica	ARTH 1510 Course	2	\$58.44	8/22/16 - 12/16/16
uu.	McCracken, Susan	DNTL 2134 Course	3	\$65.56	8/22/16 - 12/16/16
vv.	McDaniel, Steven	SPCH 1511 Courses	3	\$65.56	8/22/16 - 12/16/16
ww.	Mead, Jordan	BIOL 1513 Course	1	\$55.79	8/22/16 - 12/16/16
xx.	Olsen, Mark	ENGL 1000 Course	3	\$65.56	8/22/16 - 12/16/16
↓	O'Neill, Lacey	ENGL 1000 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Rozar, Tanna	ENGL 1000 Course	3	\$65.56	8/22/16 - 12/16/16
yy.	Ortlieb, Julie	DNTL 1514, 2134 Courses	3	\$65.56	8/22/16 - 12/16/16
zz.	Pilkington, Joseph	ADMJ 1508, CJA 2133 Courses	3	\$65.56	8/22/16 - 12/16/16
aaa.	Queenan, Elisa	HIST 2232, 2270 Courses	3	\$65.56	8/22/16 - 12/16/16
bbb.	Salomon, Stephanie	BUSN 1500, ECON 2120, MGMT 1510, 1515, 1535 Courses	2	\$58.44	8/22/16 - 12/16/16
ccc.	Skees, Stephanie	DS 1502	3	\$65.56	8/22/16 - 12/16/16
ddd.	Smith, Marie	INCO 1048 Courses	3	\$65.56	8/22/16 - 12/16/16
eee.	Sorensen, Chad	PHED 1520, 1721 Courses	3	\$65.56	8/22/16 - 12/16/16
fff.	Sutherland, Tammy	MATH 1050 Course	3	\$65.56	8/22/16 - 12/16/16
ggg.	Swenson, Sonja	ARTH 1510, 2030, HUM 1500 Courses	3	\$65.56	8/22/16 - 12/16/16
hhh.	Taylor, Douglas	MATH 1060 Course	3	\$65.56	8/22/16 - 12/16/16
iii.	Teeters, Anna	DNTL 1511, 1514 Courses	3	\$65.56	8/22/16 - 12/16/16
jjj.	VanRy, Veronica	SOC 1510, 2110 Courses	3	\$65.56	8/22/16 - 12/16/16
kkk.	Villa, Walter	POSC 1501 Course	2	\$58.44	8/22/16 - 12/16/16
lll.	Ware, Thomas	GEOG 1510 Courses	3	\$65.56	8/22/16 - 12/16/16
mmm.	Waugh, Victoria	PHED 1532, 1632, 1732 Courses	3	\$65.56	8/22/16 - 12/16/16
nnn.	West, Linda	COSC 1603, 1703, 1812, 1902 Courses	3	\$65.56	8/22/16 - 12/16/16

7. Fall 2016-17 Adjunct Lecturers

Item	Name	Assignment	Step	Hourly Rate	Effective Date
ooo.	White, Marisol	SOC 1510, 2141 Courses	3	\$65.56	8/22/16 - 12/16/16
ppp.	Wolcott, Barry	DRAM 1510 Course	3	\$65.56	8/22/16 - 12/16/16

8. Fall 2016-17 Substitutes

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Acosta, Suzanne	ARTH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Lindquist, Erica	ARTH Courses	2	\$58.44	8/22/16 - 12/16/16
↓	Rubio, Armando	ARTH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Smith, Gaysha	ARTH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Swenson, Sonja	ARTH Courses	3	\$65.56	8/22/16 - 12/16/16
b.	Agundez, Adrian	COSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Eigenauer, John	COSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Goodman, Daniel	COSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hall, Dan	COSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	West, Linda	COSC Courses	3	\$65.56	8/22/16 - 12/16/16
c.	Altenhofel, Jennifer	HIST Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Duncan, Brandon	HIST Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Kopp, John	HIST Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Mendoza, Tina	HIST Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Queenan, Elisa	HIST Courses	3	\$65.56	8/22/16 - 12/16/16
d.	Altenhofel, Jennifer	GEOG Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Bandy, Don	GEOG Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Ware, Thomas	GEOG Courses	3	\$65.56	8/22/16 - 12/16/16
e.	Altenhofel, Jennifer	SOC Courses	3	\$65.56	8/22/16 - 12/16/16
e.	Eveland, Sharyn	SOC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hanawalt, April	SOC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Jose, Marie	SOC Courses	2	\$58.44	8/22/16 - 12/16/16
↓	VanRy, Veronica	SOC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	White, Marisol	SOC Courses	3	\$65.56	8/22/16 - 12/16/16
f.	Ambrose, Brooke	ILS Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Dunham, Geoffrey	ILS Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hawkins, Greg	ILS Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Polski, Robin	ILS Courses	3	\$65.56	8/22/16 - 12/16/16

8. Fall 2016-17 Substitutes

Item	Name	Assignment	Step	Hourly Rate	Effective Date
g.	Ashmore, April	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Berry, Wendy	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Golling, Greg	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Headrick, Donna	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hickman, Ryan	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Jarrahan, Abbas	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Lytle, Steve	BIOL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Mead, Jordan	BIOL Courses	1	\$55.79	8/22/16 - 12/16/16
h.	Averett, Eric	WTER Courses	3	\$65.56	8/22/16 - 12/16/16
i.	Avila, Henry	WELD Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Balestino, Ted	WELD Courses	3	\$65.56	8/22/16 - 12/16/16
j.	Bandy, Don	HLED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Durkan, Brian	HLED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Fariss, Jeff	HLED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Ferguson, Bruce	HLED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Headrick, Donna	HLED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Maiocco, Vince	HLED Courses	3	\$65.56	8/22/16 - 12/16/16
k.	Batchelor, Gregg	ADMJ Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Bender, Brian	ADMJ Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Jiles, Michael	ADMJ Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Pilkington, Joseph	ADMJ Courses	3	\$65.56	8/22/16 - 12/16/16
l.	Beasley, Michelle	PSYC 2003 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Roth, Rebecca	PSYC 2003 Course	3	\$65.56	8/22/16 - 12/16/16
m.	Beasley, Michelle	ECEF Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Cuate, Bertha	ECEF Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Polski, Robin	ECEF Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Rients, Amy	ECEF Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Roth, Rebecca	ECEF Courses	3	\$65.56	8/22/16 - 12/16/16
n.	Bench, Patricia	PSYC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Eveland, Sharyn	PSYC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Khasky, Amy	PSYC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Oja, Michelle	PSYC Courses	3	\$65.56	8/22/16 - 12/16/16

8. Fall 2016-17 Substitutes

Item	Name	Assignment	Step	Hourly Rate	Effective Date
↓	Romley, Mary	PSYC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Wells, Lido	PSYC Courses	3	\$65.56	8/22/16 - 12/16/16
o.	Blake, Paul	ENER Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Carrithers, Jon	ENER Courses	3	\$65.56	8/22/16 - 12/16/16
p.	Blake, Paul	ENGR Courses	3	\$65.56	8/22/16 - 12/16/16
q.	Bledsoe, Adam	BUSN, ECON, MGMT Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Salomon, Stephanie	BUSN, ECON, MGMT Courses	2	\$58.44	8/22/16 - 12/16/16
r.	Burnham, Kyle	MUSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Smith, Lee	MUSC Courses	3	\$65.56	8/22/16 - 12/16/16
s.	Combs, Noelle	POSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Pease, Harold	POSC Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Villa, Walter	POSC Courses	2	\$58.44	8/22/16 - 12/16/16
↓	Zimmer, Cynthia	POSC Courses	3	\$65.56	8/22/16 - 12/16/16
t.	Carlson, Kamala	READ Courses	3	\$65.56	8/22/16 - 12/16/16
u.	Conyers, Kathleen	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Cook, Larry	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Cunningham, John	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Getty, Shelley	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hess, Ann	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Jean, Brian	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Jones, Diane	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Leonzo, Hector	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Martinez, Maria	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Mitchell, David	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Sutherland, Tammy	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Taylor, Douglas	MATH Courses	3	\$65.56	8/22/16 - 12/16/16
v.	Carlson, Kamala	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Chidgey, Kevin	ENGL Courses	2	\$58.44	8/22/16 - 12/16/16
↓	Cross, Vanessa	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Dyer, Geoffrey	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Eigenauer, John	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Graupman, Gary	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16

8. Fall 2016-17 Substitutes

Item	Name	Assignment	Step	Hourly Rate	Effective Date
v.	Grimes, Tracie	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hickman, Ryan	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Huddleston, Crystal	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Kerr, Danielle	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Kulzer-Reyes, Kelly	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Mace, Ariana	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Olsen, Mark	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	O'Neill, Lacey	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Polski, Robert	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Rozar, Tanna	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Schoneweis, Caroline	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Stockton, Laura	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Wallace, Sara	ENGL Courses	3	\$65.56	8/22/16 - 12/16/16
w.	Cutrona, Angelo	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Cutrona, Myisha	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	DeFreece, Chris	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Durkan, Brian	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Ferguson, Bruce	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Flowers, Carly	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Maiocco, Vince	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Sorensen, Chad	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Thompson, Tony	PHED Courses	3	\$65.56	8/22/16 - 12/16/16
x.	Dimayuga, Anna	ART Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Holden, Richard	ART Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Rodenhauser, Debora	ART Courses	3	\$65.56	8/22/16 - 12/16/16
y.	Draucker, Esther	ANTH Courses	3	\$65.56	8/22/16 - 12/16/16
z.	Eigenauer, John	PHIL Courses	3	\$65.56	8/22/16 - 12/16/16
aa.	Flachmann, Chris	STSU 1501 Course	3	\$65.56	8/22/16 - 12/16/16
bb.	Flachmann, Chris	PSYC 1500 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Polski, Robin	PSYC 1500 Course	3	\$65.56	8/22/16 - 12/16/16
cc.	Flowers, Carly	HLED 1510 Course	3	\$65.56	8/22/16 - 12/16/16
↓	Thompson, Tony	HLED 1510 Course	3	\$65.56	8/22/16 - 12/16/16

8. Fall 2016-17 Substitutes

Item	Name	Assignment	Step	Hourly Rate	Effective Date
dd.	Golling, Leigh	DRAM Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Wolcott, Barry	DRAM Courses	3	\$65.56	8/22/16 - 12/16/16
ee.	Graupman, Gary	COMM, JRNL, PHOT Courses	3	\$65.56	8/22/16 - 12/16/16
ff.	Graupman, Gary	SPCH Courses	3	\$65.56	8/22/16 - 12/16/16
↓	McDaniel, Steven	SPCH Courses	3	\$65.56	8/22/16 - 12/16/16
gg.	Guitron, Anna	SPAN Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Martinez, Julian	SPAN Courses	3	\$65.56	8/22/16 - 12/16/16
hh.	Jacobi, Victoria	PSYC 2200 Course	3	\$65.56	8/22/16 - 12/16/16
ii.	Jean, Brian	STAT Courses	3	\$65.56	8/22/16 - 12/16/16
jj.	Champion, Diana	DNTL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Donovan, Kelly	DNTL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Hershkowitz, Eric	DNTL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Jennings, Sandra	DNTL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	McCracken, Susan	DNTL Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Teeters, Anna	DNTL Courses	3	\$65.56	8/22/16 - 12/16/16
kk.	Duron, Candace	STSU Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Furman, Tori	STSU Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Mendenhall, Janis	STSU Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Rangel-Escobedo, Juana	STSU Courses	3	\$65.56	8/22/16 - 12/16/16
ll.	Jiles, Michael	CJA Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Pilkington, Joseph	CJA Courses	3	\$65.56	8/22/16 - 12/16/16
mm.	Jacobi, Victoria	DSE Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Skees, Stephanie	DSE Courses	3	\$65.56	8/22/16 - 12/16/16
nn.	Kulzer-Reyes, Kelly	ESL Courses	3	\$65.56	8/22/16 - 12/16/16
oo.	Layne, David	BSAD, BUSN, ECON Courses	3	\$65.56	8/22/16 - 12/16/16
pp.	May, James	CHEM Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Mayfield, Mike	CHEM Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Reynolds, David	CHEM Courses	3	\$65.56	8/22/16 - 12/16/16
qq.	May, James	GEOL Courses	3	\$65.56	8/22/16 - 12/16/16
rr.	Reynolds, David	ASTR, PHYS Courses	3	\$65.56	8/22/16 - 12/16/16
ss.	Smith, Marie	INCO Courses	3	\$65.56	8/22/16 - 12/16/16
↓	Smith, Terri	INCO Courses	3	\$65.56	8/22/16 - 12/16/16

8. Fall 2016-17 Substitutes

Item	Name	Assignment	Step	Hourly Rate	Effective Date
tt.	Swenson, Sonja	HUM Courses	3	\$65.56	8/22/16 - 12/16/16
uu.	Thornsberry, Donald	IES Courses	3	\$65.56	8/22/16 - 12/16/16

9. Summer Screening Committee Assignment

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Jacobi, Victoria	Instructional Technician - Curriculum	3	\$65.56*	6/1/16

*Total of 2.5 hours

**West Kern Community College District
Board of Trustees Meeting**

August 10, 2016

Agenda Item 12.

C. Classified Supervisory Employment

Item	Name	Assignment	Grade/Step	Salary	Effective Date
1.	Cutrona, Myisha	Re-Organization from Coordinator of Student Activities to Coordinator, Student Life	6/8	\$62,071.00/yr.	8/1/16 - 6/30/17

D. Classified Employment

Item	Name	Position	%Assignment	Range/Step	Salary	Term	Effective Date
1. Administrative Services							
a.	Pezer, Don	Driver	Temporary	10A	\$14.82/hr.	A/N	7/1/16 - 6/30/17
↓	Salazar, Rebecca	Driver	Temporary	10A	\$14.82/hr.	A/N	7/1/16 - 6/30/17
b.	Vargas, Chantel	Bookstore Clerk	Temporary	1A	\$11.86/hr.	A/N	8/10/16 - 6/30/17
2. Instruction							
a.	Flores, Maria	Children's Center Assistant Teacher	Substitute	1A	\$11.86/hr.	A/N	7/27/16 - 6/30/17
b.	Ponce, Sandra	Intern	Temporary	--	\$10.00/hr.	A/N	6/13/16 - 6/30/16
↓	Roman, Grecia	Intern	Temporary	--	\$10.00/hr.	A/N	6/13/16 - 6/30/16
↓	Velasco, Cesar	Intern	Temporary	--	\$10.00/hr.	A/N	6/13/16 - 6/30/16
3. Student Services							
a.	Landreth, Nancy	TRIO Technician	Temporary	15F	\$21.39/hr.*	A/N	8/1/16 - 6/30/17
b.	Rodriguez, Martha	Testing Technician II	Temporary	15A	\$16.77/hr.	A/N	8/1/16 - 8/31/16
c.	Rodriguez, Martha	Testing Technician II	100%	15A	\$2,906.00/mo.	12 mo.	9/1/16 - 6/30/17
d.	Woods, Deanne	Testing Technician	Temporary	13B	\$16.75/hr.	A/N	7/18/16 - 6/30/17

* Up to 19 hours/week

E. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Buddell, Margaret (Resignation)	Security Officer	--	--	--	--	5/18/16
b.	Casagrande, Claudia (Retirement)	Academic Advisor/Evaluator	--	--	--	--	8/2/16
c.	Huckins, Andrew (Resignation)	Courier	--	--	--	--	7/31/16
d.	Lindsay, Douglas (Resignation)	Engineering Lab Technician	--	--	--	--	7/31/16
e.	Torres, Ylianna (Resignation)	TIL Life Skills Aide	--	---	--	--	7/25/16

F. Request for Approval to Recruit for the Following Positions

Item	Position	Classification	Salary Schedule Placement	Annual Salary Range	Funding Source	Term	FTE
a.	Academic Advisor/Evaluator	Classified	Range 19	\$38,487.00 - \$49,120.00	District	12 mo.	100%
b.	Courier	Classified	Range 4	\$6,642.00 - \$8,478.00	District	12 mo.	25%
c.	Special Dental Projects Coordinator Assistant	Classified	Range 20	\$39,449.00 - \$50,348.00	Categorical	12 mo.	100%
d.	TIL Life Skills Aide	Classified	Range 13	\$14,452.35 - \$18,444.25	Categorical	11 mo.	47.5%