

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING

February 10, 2021

Cougar Room
(Access Through the Library Entrance)

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

Join Meeting at the Following Web Address:

Join Zoom Meeting

<https://cccconfer.zoom.us/j/91679286707> (Open Session Will Begin at 6 p.m.)

5:00 p.m.

29 Cougar Court
Taft, California 93268

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

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

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

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

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

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

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

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION
 - A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
 - G. Conference with Legal Counsel – Existing Litigation
American Arbitration Association Case No. 012000147635
West Kern Community College and Allied World Insurance Company
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION
5. FLAG SALUTE
6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
7. GENERAL COMMUNICATIONS
8. PRESENTATION – Quarterly Investment Reports
9. APPROVAL OF MINUTES – Regular Meeting Held January 13, 2021
10. NEW BUSINESS:
 - A. Second Reading and Request for Approval – Board Policy Review - #1200 District Mission
 - B. First Reading – Board Policy Revision - #4300 – Field Trips and Excursions
11. CONSENT AGENDA (Items A – H)
 - A. Request for Approval – Adjustments to 2020-21 Adopted Budget
 - B. Request for Approval – 2021/2022 Nonresident Tuition Fees

- C. Information Item – CCFS-311Q for the 2nd Quarter Ending December 31, 2020
 - D. Request for Ratification – Institution Participation Agreement between Community College League of California, Taft College, and Ex Libris (USA) for the Library Services Platform (LSP); 1/20/21- 12/31/2023; First Year \$6,121 with Increase of No More than 4% for 2nd Year and No More than 4.5% for 3rd Year
 - E. Request for Approval – ABTECH Technologies Quotation #ABTQ10254 Red Hat License for IT Servers; One-Year License Agreement; \$2,096.84
 - F. Request for Approval – Contract for Professional Services with The Scholarship Expert for a Zoom Presentation: “How to Apply for Scholarships”; \$500.00
 - G. Request for Approval – Service Agreement with Forklift Specialties, Inc. for Planned Equipment Maintenance; \$352.81 Every Sixty Days and \$2,116.86 Annually
 - H. Ratification of the January 2021 Vendor Check & Purchase Order Registers
12. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST
13. EMPLOYMENT (Action)
- A. Academic Employment (Appendix I)
 - B. Resignations/Retirements (Appendix II)
14. REPORTS:
- A. Financial Reports (For Information)
 - 1. Revenue Accounts (Account Level 1) FY 2020/21
 - 2. Expenditure Accounts (Account Level 1) FY 2020/21
 - 3. Expenditure Detail of \$10,000.00 or Greater, January 2021
 - 4. Student Organization and Special Accounts, January 2021
 - 5. Funds Deposited in County Treasury, January 2021
 - 6. Employee Travel Report – January 2021
 - 7. Report of Investments as of the Quarter Ended December 31, 2020 Held At U.S. Bank Global Corporate Trust Services
 - B. Trustee Reports
 - C. Academic Senate Report
 - D. Reports from Staff and Student Organizations
15. REPORT OF THE SUPERINTENDENT
16. NEXT MEETING DATE
- The next regular meeting is tentatively scheduled for Wednesday, March 10, 2021, at 5:00 p.m.
17. ADJOURNMENT

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

REGULAR MEETING

January 13, 2021

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:01 p.m. by President Dawn Cole. Secretary Emmanuel Campos and trustees Michael Long, Dr. Kathy Orrin and Billy White were present. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance. In order to comply with social distancing rules due to COVID-19, the meeting was held via Zoom to allow for public participation.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:02 p.m. it was moved by Trustee White, seconded by Trustee Orrin and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

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

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS

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

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

GENERAL COMMUNICATIONS

Sarah Criss read a thank you letter aloud to the Board from Professor Diane Jones in regards to the support of the College during the pandemic.

APPROVAL OF MINUTES

On a motion by Secretary Campos, seconded by Trustee Orrin and unanimously carried, the minutes of the Regular Meeting held December 9, 2020, Special Meeting held December 9, 2020 and the Special Meeting held December 21, 2020 were approved. Trustee Long abstained from Special Meeting December 21, 2020 due to his absence.

NEW BUSINESS

Request for Approval - Resolution No. 2020/21-08 - Authoring the Kern County Auditor-Controller to Release Excess Impounded Local Tax-Revenue

Brock McMurray, Executive Vice President of Administrative Services, said that this resolution will authorize the County to release unnecessary tax impounds. On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the resolution was passed (copy attached to official minutes).

First Reading - Board Policy Review - #1200 - District Mission (No Action)

Dr. Daniels said that the Board Policy was reviewed and found to still be in good standing.

CONSENT AGENDA:

- A. Request for Approval - Program Revision
Allied Health/ Applied Technologies Division
Dental Hygiene - Associate in Science

- B. Request for Approval - New Courses
Social Science Division
ETHN 2110 Introduction to Race and Ethnicity
HIST 2280 Survey of American Ethnic History
ADMJ 1510 Ethical Reasoning and Practice for Public Service

- C. Request for Approval - Course Revisions
Math & Science Division
ASTR 1511 Introduction to Astronomy

Social Science Division
HIST 2216 History of Latin America

Liberal Arts Division

BUSN 1059 Electronic Machine Calculations

Allied Health/ Applied Technologies Division

CTRP 1080 Court & Deposition Procedures
CTRP 1210 Proofreading for the Court Reporting
DNTL 2020 Local Anesthesia and Nitrous Oxide
DNTL 2024 Clinical Practice I
DNTL 2242 Ethics, Law & Practice Management

D. Request for Approval – Distance Education Course Approval

ART 1610 Three-Dimensional Design
ART 1631 Figure Drawing
ART 2010 Introduction to Printmaking
ASTR 1511 Introduction to Astronomy
CTRP 1075 Legal Terminology
CTRP 1080 Court and Deposition Procedures
KINE 1500 Introduction to Kinesiology
PHED 1649 Introduction to Athletic Training
BSAD 2220 Introduction to Financial Accounting
BUSN 1050 Business Mathematics
BUSN 1059 Electronic Machine Calculations
CTRP 1070 Legal Terminology I
ENER 1503 Environmental Awareness & Regulatory Compliance
ENER 1510 Introduction to Energy
PHED 1523 Beginning Weightlifting and Physical Fitness
PHED 1623 Intermediate Weightlifting and Physical Fitness
PHED 1723 Advanced Weightlifting and Physical Fitness
PHED 1823 Elite Weightlifting and Physical Fitness
CTRP 1210 Proofreading
CTRP 1015 Computer-Aided Transcription
CTRP 1250 Certified Shorthand Reporter Preparation
DNTL 2024 Clinical Practice I
DNTL 2025 Patient Management and Geriatrics
DNTL 2026 Nutrition in Dentistry
DNTL 2240 Periodontics II
DNTL 2241 Practice and Financial Management
DNTL 2243 Clinical Practice III
DNTL 2244 Community Oral Health II
DNTL 2245 Ethics and Jurisprudence
EFEC 1001 Introduction to Curriculum
HLED 1531 Emergency Medical Technician 1-A A Refresher Course
HLED 1535 Emergency Medical Technician
CTRP 1010 Beginning Machine Shorthand Theory and Lab 1
CTRP 1090 Punctuation and Grammar

- E. Request for Approval – Proposed Fee for School Year 2021-22 for TIL Students
- F. Request for Approval – CommonLook Suite Software Annual Subscription; Effective Upon Purchase; \$18,615.68
- G. Request for Ratification – eLumen Annual License Renewal, Quote #3372418; 1/1/21 - 12/31/21; \$14,185.00
- H. Request for Ratification – ABTECH Technologies Quotation #ABTQ10121 Virtual Environment Refresh Project; \$12,500.00
- I. Request for Approval – Institution Participation Agreement with Proctorio and ConexED; 1/1/21 – 6/30/21; Proctorio \$8,246.00 and ConexED \$7,854.00
- J. Request for Approval – Agreement with Quicksilver Software, Inc. to Update TC-Stats Software Package; Not to Exceed \$6,800.00
- K. Request for Approval – Agreement with Oleg Bespalov – Professional Editing Services for Accreditation Report; 1/13/21 – 5/31/21; \$150.00 per Hour Not to Exceed 20 Hours
- L. Request for Ratification – Institution Participation Agreement with Instructure/Canvas for Student Phone Support; 1/1/21 – 6/30/21; \$972.30
- M. Request for Ratification – Institution Participation Agreement with Instructure/Canvas for Faculty Phone Support; 1/1/21 – 6/30/21; \$79.20
- N. Request for Approval – Arvin Union School District Piggyback Bid No. 2018-19-001; Expires 11/12/21
- O. Ratification of the December 2020 Vendor Check & Purchase Order Registers

On a motion by Trustee White, seconded by Trustee Long and unanimously carried, Consent Agenda Items A – O were approved as presented (materials related to the items are attached to official minutes).

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

No comments were heard.

EMPLOYMENT

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

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

No: None

Abstain: None

Absent: None

REPORTS

Financial Reports

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

Financial Reports (for information):

1. Revenue Accounts (Account Level 1) FY 2020/21
2. Expenditure Accounts (Account Level 1) FY 2020/21
3. Expenditure Detail of \$10,000.00 or Greater, December 2020
4. Student Organization and Special Accounts, December 2020
5. Funds Deposited in County Treasury, December 2020
6. Employee Travel Report – December 2020

Trustee

Trustee White commended the Foundation for the virtual wine event held in replacement of the Christmas party. He also thanked Dr. Daniels for the virtual Winter Extravaganza.

Trustee Orrin thanked the College for the participation in the community reverse Christmas parade. Their STEM-CiTE presence was a highlight in the community event. She also thanked the Foundation for the virtual wine event adding that she learned a lot and was pleased to still have the ability to celebrate in some way during the pandemic.

President Cole also thanked Dr. Daniels for the virtual Winter Extravaganza event as well as for her contribution by matching the raised funds in an effort to assist students going to college. President Cole also attended the virtual Foundation event with Dante Scarnecchia as the speaker.

Academic Senate

Dr. Sharyn Eveland, Academic Senate President, reported that the Senate will meet this week. Committees have begun to meet.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, gave a brief review of the Governor's January budget release that included deferrals as expected, a COLA and even a small growth rate. These projected figures are expected to change before the May revise. Mr. McMurray will attend a virtual meeting next week to discuss the budget in more detail with state officials. He also gave an update on the Student Center which has a lot of activity and will be energized next week. The Cougar Dorm HVAC project is half complete and is progressing.

Student Services

Severo Balason, Vice President of Student Services, said Spring registration is ongoing with television advertisements and the continuation outreach efforts. The Extended Opportunity Programs and Services (EOPS) department will hold a virtual student orientation and host a drive-thru supply pick up next week.

Instruction

Dr. Leslie Minor, Vice President of Instruction, stated that inservice is underway with many meetings and trainings happening among College faculty and staff. Classes begin next week and a push for student registration is still taking place. A call bank of students is reaching out to students from fall who have not yet registered for spring courses. The Access committee is still reviewing and assessing steps that can be taken to address concerns voiced in the student retention survey from Fall 2020.

Human Resources

Heather del Rosario, Vice President of Human Resources, said that the department is in final stages of implementing an onboarding system. She is also working to offer Corner Stone, a learning system from the Chancellor's Office that offers professional development options.

Institutional Research/Information Technology Services

Xiaohong Li, Executive Director of Institutional Research (IR) and Interim Executive Director of Information Technology Services (ITS), told the Board that the Annual Program Review process has begun, and the reports are due at the end of January. The IR department is assisting to review the Accreditation Institutional Self-Evaluation Report (ISER).

IT staff is working to prepare for Spring courses. They have received and are working to install an upgraded data center. A project for classroom audiovisual upgrades is currently accepting proposals.

Marketing and Community Relations

Susan Groveman, Director of Marketing and Community Relations, shared progress in advertisement campaigns. She is assisting in a revamp student orientation project with Student Services. Ms. Groveman is also preparing for the centennial celebration.

Foundation

Sheri Horn-Bunk, Director of the Foundation, told the Board that work has not slowed during the pandemic but that the ways things done are everchanging. Year end letters were sent out to attempt contact with potential donors and several have stepped forward. The Bob Hampton legacy scholarship has broken the \$50,000 fundraising mark. The Foundation also continues to offer Taft Talks and is pleased with the most recent message delivered by alum Dante Scarnecchia.

Career Technology Education

Dr. Jessica Grimes, Dean of Instruction and Career Technical Education, said recent orientations with Taft Union High School students went well. Staff will debrief on the event to ensure that future events are even more successful. The CTE staff will be working an outreach drive-thru event next week with TUHS.

Faculty Association

Ruby Payne, Faculty Association President, reported that faculty are attending a variety of inservice meetings and preparing for the Spring semester.

Associated Student Organization

Melanie Medina, Student Trustee, is working with an ASO subcommittee to reach out to Spanish speaking students. The subcommittee is working to better communicate College resources to the Spanish speaking population.

REPORT OF THE SUPERINTENDENT/PRESIDENT

Dr. Daniels told the Board that she has entered into a Memorandum of Understanding (MOU) with the faculty to extend the 4-day work week into the Spring semester as allowed under the emergency COVID-19 authorization agreement. This updated MOU additionally outlines the return for non-teaching faculty with supervisory responsibilities to work a minimum of 24 hours per week on campus with additional hours off campus. The MOU sunsets May 21, 2021.

Dr. Daniels said that the Winter Extravaganza virtual event raised \$1,465 and with her donation a total of \$3,000 was raised for the Promise program. She thanked staff for their donations, participation, and continued support of the annual tradition.

College inservice is underway. Dr. Daniels hosted an Ask an Administrator virtual event with 106 attendees. Administrators addressed questions and concerns voiced by employees through an anonymous online survey option.

Dr. Daniels reported that the Accreditation process is ongoing. Currently editing the ISER report is being completed inhouse. Once inhouse editing finishes the document will be edited by a third-party and then submitted prior to deadline.

Dr. Daniels acknowledged that enrollment is down at the College as it is down across the state. Outreach efforts to enroll students are ongoing across many departments. The efforts have decreased the deficit.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, February 10, 2021.

ADJOURNMENT

At 6:40 p.m., on a motion by Trustee White, seconded by Secretary Campos and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary



BOARD AGENDA ITEM

Date: December 13, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: February 10, 2021

Title of Board Item:
2nd Reading and Request for Approval – Board Policy Review


Background:
The following Board Policies have been reviewed and found to be consistent with District practice.

BP #1200 District Mission

Terms (if applicable):
N/A

Expense (if applicable):
N/A

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

Approved: 

Dr. Debra Daniels, Superintendent/President

BP 1200 District Mission

Reference:

ACCJC Accreditation Standard IA

Our Vision

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

Our Mission

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

Our Values

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

The mission is evaluated and revised on a regular basis.

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BOARD AGENDA ITEM

Date: January 11, 2021
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: February 10, 2021

Title of Board Item:
1st Reading – Board Policy Revise

Background:
The following Board Policies have been reviewed and revised as advised by the CCLC Policy and Procedure program to meet current legal requirements.

BP #4300 Field Trips and Excursions

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 4300 Field Trips and Excursions

Reference:

Title 5, Section 55220;

Government Code Section 11139.8

The Superintendent/President shall establish procedures that regulate the use of District funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

~~No district funds shall be used to support student expenses for out-of-state field trips or excursions.~~ The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds if the funds are used consistently with the funding source. The expenses of instructors, chaperones, and other personnel traveling with students may **also** be paid from **D**istrict funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

Government Code Section 11139.8 prohibits a state agency from requiring its employees, officers, or members to travel to, or approving a request for state-funded or sponsored travel to, any state that, after June 26, 2015 has eliminated protections against discrimination on the basis of sexual orientation, gender identity, or gender expression.

See Administrative Procedures AP 4300

Date: February 1, 2021

Submitted by: Amanda Bauer, Executive Director of Fiscal Services

Area Administrator: Brock McMurray, EVP of Administrative Services 

Subject: Request for Approval

Board Meeting Date: February 10, 2021

Title of Board Item:

Adjustments to 2020-21 Adopted Budget

Background:

Since adoption of the 2020-21 Adopted Budget, the following adjustments have been made to take into account new state-wide initiatives and district-wide year end close adjustments:

- Increase of \$23,534 for Dental Hygiene Continuing Education
- Increase of \$2,000 for DSSF Grant
- Increase of \$3,000 for CTE Orientation Project
- Increase of \$15,000 for CVC-OEI Phase 3 Grant
- Increase of \$394,965 for TPSID Grant
- Increase of \$2,250 for TANF Allocation Adjustment
- Reduction of \$43,885 for CTE Transitions
- Increase of \$ 6,707 for Veteran Resource Center
- Increase of \$561,455 for CRRSA - HEERF II Student
- Increase of \$3,614,412 for CRRSA - HEERF II Institutional

Terms (if applicable):

July 1, 2020 – June 30, 2021


Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President

Date: January 19, 2021

Submitted by: Brock McMurray, EVP of Administrative Services



Area Administrator: Brock McMurray, EVP of Administrative Services

Subject: Request for Approval

Board Meeting Date: February 10, 2021

Title of Board Item: 2021/2022 Nonresident Tuition Fees

Background:

Education Code Section (ECS) 76140 requires each district governing board to establish the nonresident tuition fees no later than March 1, for the succeeding fiscal year.

The nonresident tuition fees were determined for the West Kem Community College District for 2021/2022 per the instructions of the California Community Colleges Chancellor's Office utilizing the Statewide Average Cost. The Statewide Average Cost utilizes the U.S. Consumer Price Index Compound Factor of 1.054 to determine the average cost per FTES for 2021/2022. The average cost per FTES equates to \$307 per unit. Based upon this comparison of per unit rate of \$307 compared to last year's rate of \$290, this would represent a 5.86% increase of \$17 per unit.

Terms (if applicable):

1 year (2021/2022)

Expense (if applicable):

Not applicable.

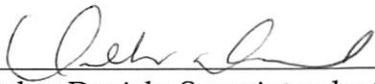
Fiscal Impact Including Source of Funds (if applicable):

2020/2021 Nonresident Tuition Fees

\$290 per unit
\$4,350 per semester maximum
\$8,700 annual maximum

2021/2022 Nonresident Tuition Fees

\$307 per unit
\$4,605 per semester maximum
\$9,210 annual maximum

Approved: 
Dr. Debra Daniels, Superintendent/President

2021-22 Nonresident Tuition and Capital Outlay Fee Worksheet

District: West Kern Community College District
 Term: Semester

Nonresident Tuition Fee Options

A.1 District Average Cost

A. District Expense of Education for Base Year	\$	29,298,295
B. District Annual Total FTES		2,932
C. Average Expense of Education per FTES (A/B)	\$	9,992
D. U.S. Consumer Price Index Compound Factor		1.0540
E. Average Cost per FTES for Tuition Year (C x D)		10,532
F. Nonresident Tuition Fee per Semester Unit (E/30)		351

A.2 District Average Cost with 10 Percent or More Noncredit FTES

Noncredit FTES percent of Total		0.0%
A. District CREDIT ONLY Expense of Education for Base Year		
B. Annual Attendance FTES	N/A	
C. Average Expense of Education per FTES (A/B)	N/A	
D. U.S. Consumer Price Index Compound Factor		1.0540
E. Average Cost per FTES for Tuition Year (C x D)	N/A	
F. Nonresident Tuition Fee per Semester Unit (E/30)	N/A	

B.1 Statewide Average Cost

A. Statewide Expense of Education for Base Year		9,928,787,084
B. Statewide Annual Total FTES		1,135,429
C. Average Expense of Education per FTES (A/B)	\$	8,745
D. U.S. Consumer Price Index Compound Factor		1.0540
E. Average Cost per FTES for Tuition Year (C x D)		9,217
F. Nonresident Tuition Fee per Semester Unit (E/30)	\$	307

B.2 Highest Statewide Average Cost

Highest year of the succeeding, current, and 4 prior years.		2021-22
Nonresident Tuition Fee per Semester Unit	\$	307

C Contiguous District

Contiguous District
 Maximum Fee (Contiguous District Nonresident Tuition Fee)
 Nonresident Tuition Fee per Semester Unit

D Between Statewide Average Expense of Education and District Average Expense of Education

Minimum (Option B.1 - Statewide Average Cost) per Semester Unit	\$	307
Maximum (Option A.1 - District Average Cost) per Unit	\$	351
Nonresident Tuition Fee per Semester Unit		

E Comparable States Average

Nonresident Tuition Fee per Semester Unit	\$	365
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FS18-09 2019-20 Nonresident Fee Worksheet

Nonresident Capital Outlay Fee		
A. Capital Outlay expense - prior year	\$	290,165
B. FTES total from prior year		2,932
C. Capital outlay expense per FTES (A/B)	\$	99
D. Capital Outlay Fee per Semester Unit (C/30)	\$	3.30
E. Adopted Nonresident Tuition Fee	\$	307
F. 50% of Adopted Nonresident Tuition Fee	\$	154
G. Maximum Nonresident Capital Outlay Fee (lesser of D or F)	\$	3

**California Community Colleges
2021-22 Nonresident Tuition and Capital Outlay Fee
West Kern Community College District**

The district governing board has established Nonresident Fees as shown below.

Adoption Date: 2/10/2021


Nonresident Tuition Fee

Basis for Adoption (Select one)		Fee
<input type="checkbox"/>	A.1 - District Average Cost	
<input type="checkbox"/>	A.2 - District Average Cost with 10 Percent or More Noncredit FTES	
<input checked="" type="checkbox"/>	B.1 - Statewide Average Cost	\$ 307
<input type="checkbox"/>	B.2 - Highest Statewide Average Cost	
<input type="checkbox"/>	C - Contiguous District	
<input type="checkbox"/>	D - Between Statewide Average Expense of Education & District Expense of Education	
<input type="checkbox"/>	E - Comparable States Average	

Nonresident Capital Outlay

<input type="checkbox"/>	Maximum Nonresident Capital Outlay Fee is \$ 3	
<input type="checkbox"/>	Nonresident Capital Outlay Fee	

Contact Information


Signature: 

Name: Brock McMurray

Title: Executive Vice President of Administrative Services / CFO

Phone: (661) 763-7811

Email: bmc Murray@taftcollege.edu

Date: January 26, 2021
Submitted by: Amanda Bauer, Executive Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services 
Subject: Information Item

Board Meeting Date: February 10, 2021

Title of Board Item: CCFS-311Q for the 2nd quarter ending December 31, 2020.

Background:

Title 5 of the California Code of Regulation, Section 58310 requires the chief executive officer or another designee of the governing board to regularly report in detail to the governing board of the district the district's financial condition and shall submit reports showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board at least once every three months. The certified report shall be reviewed by the district governing board at a regularly scheduled meeting and entered into the minutes of the meeting.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Attached is a copy of the West Kern Community College District's California Community Colleges Chancellor's Office Financial Status Report (CCFS-311Q) for the quarter ended December 31, 2020. This report will be submitted to the Taft College Board of Trustees for their review at the regularly scheduled board meeting on February 10, 2021.

This report represents the second quarter of the 2020-2021 fiscal year. Total General Fund unrestricted revenues received to date were \$16,792,878 or 57% of the projected levels for the current fiscal year. General Fund unrestricted expenditures were \$11,384,845 or 39% of the budgeted projections. The district is still on track to meet its projected revenue/expenditure assumptions established during the adopted budget.

Approved: 

Dr. Debra Daniels, Superintendent/President

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

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

CHANGE THE PERIOD

Fiscal Year: 2020-2021

District: (690) WEST KERN

Quarter Ended: (Q2) Dec 31, 2020

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2017-18	Actual 2018-19	Actual 2019-20	Projected 2020-2021
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	26,244,066	28,845,042	30,767,903	29,333,505
A.2	Other Financing Sources (Object 8900)	0	-413,330	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	26,244,066	28,431,712	30,767,903	29,333,505
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	23,784,299	25,618,214	26,462,364	28,940,127
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,321,348	2,813,500	399,070	393,378
B.3	Total Unrestricted Expenditures (B.1 + B.2)	27,105,647	28,431,714	26,861,434	29,333,505
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-861,581	-2	3,906,469	0
D.	Fund Balance, Beginning	5,901,525	8,531,261	7,493,184	11,398,595
D.1	Prior Year Adjustments + (-)	3,491,317	-1,038,075	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	9,392,842	7,493,186	7,493,184	11,398,595
E.	Fund Balance, Ending (C. + D.2)	8,531,261	7,493,184	11,399,653	11,398,595
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	31.5%	26.4%	42.4%	38.9%

II. Annualized Attendance FTES: This data is being captured in CCFS-320 and is no longer required here.

G.1	Annualized FTES (excluding apprentice and non-resident)
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	Description	As of the specified quarter ended for each fiscal year			
		2017-18	2018-19	2019-20	2020-2021
III. Total General Fund Cash Balance (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds		7,145,921	6,655,860	19,045,093
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	10,019,463	7,145,921	6,655,860	19,045,093

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)	29,333,459	29,333,505	16,792,878	57.2%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	29,333,459	29,333,505	16,792,878	57.2%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	28,940,127	28,940,127	11,145,790	38.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	393,332	393,378	239,055	60.8%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	29,333,459	29,333,505	11,384,845	38.8%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	0	0	5,408,033	
L.	Adjusted Fund Balance, Beginning	11,398,595	11,398,595	11,398,595	
L.1	Fund Balance, Ending (C. + L.2)	11,398,595	11,398,595	16,806,628	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	38.9%	38.9%		

V. Has the district settled any employee contracts during this quarter? **YES**

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

Contract Period Settled (Specify) YYYY-YY	Management		Permanent		Academic		Temporary		Classified
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	
a. SALARIES:									
Year 1: 2020-21	38,957	3.26%	38,254	3.26%	17,086	3.26%	35,197	3.26%	
Year 2:									
Year 3:									
b. BENEFITS:									
Year 1: 2020-21	12,318	3.26%	8,078	3.26%	3,608	3.26%	11,129	3.26%	
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.

The salary increase was funded by the 3.26% COLA increase the District received from the state for the fiscal year 2020-21. This was initially budgeted into the District's adopted budget plan at the beginning of the year.

d. Did any contracts settled in this time period cover part-time, temporary faculty? **YES**

d.1

Does the contract include minimum standards for the terms of reemployment preference and evaluation for part-time, temporary faculty in order to remain eligible to receive Student Equity and Achievement Program funds*?

NO

*As a condition for receiving Student Equity and Achievement Program funds, negotiations between districts and the exclusive representative for part-time, temporary faculty must include minimum standards for the terms of reemployment preference and evaluation as outlined in Education Code section 87482.3. Education Code section 78222(d)(2) links the negotiation requirement to the receipt of funds for the Student Equity and Achievement Program.

d.2

Does the collective bargaining agreement achieve parity between compensation for full-time and part-time, temporary faculty?

YES

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.)? **NO**

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

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

This year?
Next year?

NO

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

Date: January 27, 2021
Submitted by: Terri Smith
Area Administrator: Dr. Leslie Minor, VP of Instruction
Subject: Request for Ratification

Board Meeting Date: February 10, 2021

Title of Board Item:

Institution Participation Agreement between Community College League of California, Taft College, and Ex Libris (USA) for the Library Services Platform (LSP)

Background:

This is the final contract for the LSP project. It replaces the 2021 Library Services Platform Program Participation signed on September 29, 2020.

Terms (if applicable):

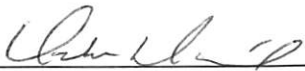
Three-year contract beginning January 20, 2021 through December 31, 2023.

Expense (if applicable):

First year \$6,121 with increase of no more than 4% for 2nd year and no more 4.5% for 3rd year.

Fiscal Impact Including Source of Funds (if applicable):

Cost of subscription is included in the annual library budget for Computer Software.

Approved: 
Dr. Debra Daniels, Superintendent/President

INSTITUTION PARTICIPATION AGREEMENT

This Institution Participation Agreement (hereinafter referred to as "IPA") is hereby made and entered into by and between the Community College League of California (hereinafter referred to as the "League") and

Taft College West Kern Community College District

(hereinafter referred to as the "Participating Institution"), with respect to the Participating Institution's participation in the "SaaS Services," as defined in that certain Subscription Agreement, including all exhibits, addendums and annexes thereto (hereinafter collectively referred to as "Subscription Agreement"), dated as of December 18, 2020, by and between the League and Ex Libris (USA) Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the SaaS Services were initially implemented and made available to participating California community college districts pursuant to the implementation and subscription agreement ("Implementation Agreement") between Butte-Glenn Community College District, on behalf of its sponsored program the California Community Colleges Technology Center, and funded by a grant from the California Community Colleges Chancellor's Office; and

WHEREAS, the Implementation Agreement expired December 31, 2020; and

WHEREAS, the State of California has not allocated additional funding to continue the SaaS Services and participating California community college districts have the option to fund continued SaaS Services from their own resources; and

WHEREAS, the League is the party to the Subscription Agreement for the purposes of continuing SaaS Services without interruption to participating California community college districts; and

WHEREAS, Participating Institution is an intended beneficiary of the Subscription Agreement; and

WHEREAS, Participating Institution desires to continue receiving the SaaS Services and enter into this IPA with the League in connection with its college campus(es) identified in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, this IPA is intended to set forth the terms of Participating Institution's participation in the Subscription Agreement; and

WHEREAS, the League and Participating Institution acknowledge that the Contractor is not a party to this IPA, but does have certain responsibilities related to this IPA and to Participating Institution as defined in the Subscription Agreement.

TERMS

NOW, THEREFORE, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this IPA is to define the roles and responsibilities of the parties hereto as they relate to the Subscription Agreement.
2. **APPLICABILITY OF SUBSCRIPTION AGREEMENT.** The Participating Institution desires to receive the SaaS Services from Contractor, and agrees to comply with all applicable provisions of the Subscription Agreement, including expressly all terms of any addendum, exhibits, and annexes to the Subscription Agreement, which are attached hereto as Exhibit B and incorporated herein by reference, and any amendments to the Subscription Agreement, that are intended to apply generally to the relationship between Contractor and League and specifically to the relationship between Contractor and Participating Institution. Contractor is entitled to enforce the terms and conditions of the Subscription Agreement against Participating Institution.
3. **PAYMENT FOR SUBSCRIPTION.**
 - A. The Participating Institution shall pay League the amount identified in Exhibit A for the first year of SaaS Services ("Year One Fees"). For the second and third years of SaaS Services, the Participating Institution shall pay League the total of Year One Fees and any applicable annual fee increases enacted by Contractor pursuant to the Subscription Agreement, but not more than 4% in the second year of the Term, and 4.5% in the third year of the Term.
 - B. The Participating Institution shall also pay League annual charges for any Named Users and Bibliographic Titles (in minimum blocks of 500,000 titles) that exceed the allocations which will be transmitted no later than February 10, 2021 as Exhibit C and incorporated herein by reference. The annual cost of each additional Named User is \$375, and of each additional block of 500,000 Bibliographic Titles is \$4,256.25, plus annual fee increases enacted by Contractor. The Participating Institution will have until March 31, 2021 to reduce its number of Named Users and Bibliographic Titles to within the parameters of Exhibit C before incurring the first year of annual charges.
 - C. League shall invoice the Participating Institution for the annual Subscription Fees. League may submit a supplemental invoice to the Participating Institution at any time following March 31, 2021 for charges associated with additional Named Users and Bibliographic Titles records. The Participating Institution shall pay the League within 60 days of receipt of League's invoice.
4. **TERM OF IPA.** This IPA is effective January 1, 2021 and shall continue concurrent with the Subscription Agreement through December 31, 2023, or upon termination of the Subscription Agreement, whichever occurs first.
5. **TERMINATION.** This IPA terminates immediately upon termination of the Subscription Agreement. Participating Institution will notify the League in writing as soon as possible if it becomes aware of a material breach of the Subscription Agreement by Contractor.
6. **CONTINUING SERVICES WHERE SUBSCRIPTION AGREEMENT IS TERMINATED.** Should the Subscription Agreement be terminated for any reason, Participating Institution may elect to continue the SaaS Services by entering into a separate agreement between Participating Institution and Contractor, whereby Participating Institution would pay Contractor directly under that agreement.
7. **SURVIVAL.** The terms of sections 10 (INSURANCE), 11 (INDEMNIFICATION), and 12 (LIMITATION OF LIABILITY) of this IPA, terms of the Subscription Agreement which survive termination, as well as any provisions that are inherently intended to survive the termination of an agreement, shall survive the early termination or expiration of the IPA and remain in effect.

8. **SERVICES OUTSIDE SCOPE OF WORK.** Any additional services not within the SaaS Services defined in the Subscription Agreement shall be subject to a separate agreement between Participating Institution and Contractor.
9. **COMPLIANCE WITH LAWS.** Performance of all obligations under this IPA shall be in compliance with all applicable laws and regulations including, but not limited to the observance of all laws and regulations relating to the privacy of information provided by the Participating Institution or its users.
10. **INSURANCE.** Participating Institution shall bear all cost for payment of insurance premiums and any and all deductibles or self-insurance retentions under its policies and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance. Participating Institution, at its sole cost and expense, shall maintain the following types of insurance coverage until the termination of this IPA: (a) Commercial General Liability insurance in amounts no less than \$2,000,000 in the aggregate and \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage; (b) Automobile Liability in amounts no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation insurance in amounts as required by the State of California; (d) Employer's Liability insurance in amounts no less than \$1,000,000 per occurrence, \$1,000,000 each employee, and \$1,000,000 policy limit for bodily injury or disease; and (e) Cyber Insurance in amounts no less than \$2,000,000 per occurrence for any security or other cyber breach involving Participating Institution data or confidential pupil information. Such cyber insurance coverage may be included in the Participating Institution's Commercial General Liability insurance so long as it is expressly included.

All insurance policies shall include an endorsement stating that the other party is a named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the other party. If any of the required insurance is not reinstated, each party may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District. Participating Institution hereby grants to District a waiver of any right to subrogation which any insurer of Participating Institution may acquire against the District by virtue of the payment of any loss under such insurance. Participating Institution agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. Participating Institution shall furnish the District with certificates and endorsements affecting coverage required by this IPA.

11. **INDEMNITY.** To the fullest extent permitted by law, Participating Institution shall defend, indemnify, and hold harmless the League and its agents, representatives, officers, consultants, employees, Board of Directors, members of the Board of Directors (collectively, the "League Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Participating Institution or its agents, officers, subcontractors, consultants, employees, material or equipment suppliers, invitees, volunteers or licensees in the performance of or failure to perform Participating Institution's obligations under this IPA or Subscription Agreement.

To the fullest extent permitted by law, Participating Institution shall defend, indemnify, and hold harmless the League and its agents, representatives, officers, consultants, employees, Board of Directors, members of the Board of Directors (collectively, the "League Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor or its agents, officers, subcontractors, consultants,

employees, material or equipment suppliers, invitees, volunteers or licensees in the performance of or failure to perform Contractor's obligations under the Subscription Agreement.

- 12. LIMITATION OF LIABILITY.** The League shall not incur any liability for any breach by Contractor by any means whatsoever of any of the terms of the Subscription Agreement, or for any SaaS Services provided to Participating Institution by Contractor. The League shall not incur any liability for any act, error, omission, negligence, or willful misconduct by the Participating Institution or Contractor, or their agents, representatives, officers, employees or consultants related to the Subscription Agreement or this IPA. Should Participating Institution have any dispute, claim or need to enforce any right under this IPA or the Subscription Agreement against Contractor, Participating Institution shall pursue all actions, claims and disputes solely against Contractor and not the League. Participating Institution agrees that it shall enforce any claims it has for Contractor's negligent or intentional acts in connection with this Subscription Agreement or this IPA directly against Contractor. Should the League need to take any action against Contractor to defend the rights of Participating Institution under the terms of the Subscription Agreement or this IPA, League shall do so, at the sole cost and expense of Participating Institution.

The League shall not incur any liability hereunder for any indirect, incidental, special, punitive or consequential damages for claims arising from or related to the Subscription Agreement or this IPA, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if Participating Institution has been advised of the possibility of such damages. League shall not be liable for lost revenues or profits regardless of whether they are classified as direct damages or any other type of damages.

13. COVENANTS OF PARTICIPATING INSTITUTION.

- A. Participating Institution agrees not to (i) make the SaaS Service or the Licensor Data (as that term is defined in the Subscription Agreement) available in any way for the use or benefit of any unauthorized party and to use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Service or the Licensor Data, and to notify Contractor as soon as possible after it becomes aware of any unauthorized access or use; (ii) copy, modify, create derivative works from or use the SaaS Service, the Licensor Data, the Documentation (as that term is defined in the Subscription Agreement) or related materials or other proprietary information received from Contractor, in whole or in part, other than as expressly permitted by the Subscription Agreement, unless Contractor so consents in writing; (iii) reverse engineer, decompile or disassemble the SaaS Service or any components thereof except as permitted by law; (iv) violate or abuse the password protections governing access to and use of the SaaS Service; (v) remove, deface, obscure, or alter Contractor's or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the SaaS Service, the Licensor Data and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the SaaS Service or the Licensor Data for any purpose without Contractor's written consent; (vii) use or display SaaS Service logos differing from Contractor's own without Contractor's prior approval, which shall not be unreasonably withheld; (viii) store information or materials in the SaaS Service that violates a third party's rights or breaches applicable law; and/or (ix) use the SaaS Service, the Licensor Data or the Documentation in a way which would violate any applicable laws, rules and regulations.
- B. Participating Institution agrees to maintain the SaaS Service, any non-public Documentation (as that term is defined in the Subscription Agreement) and related materials confidential, and may disclose the SaaS Service and related materials to its employees or agents to the extent that such disclosure is necessary to Participating Institution's use of the SaaS Service, provided that Participating Institution takes reasonable steps to ensure that such information is not disclosed or distributed by such employees or agents in contravention of the provisions of this Subscription Agreement, and except as required by law.
- C. Participating Institution agrees to abide by the access and use restrictions set forth in the Fee Schedule attached to the Subscription Agreement and Documentation (as that term is defined in the Subscription Agreement), and to refrain from any use of the SaaS Service that is not expressly

permitted by the Subscription Agreement or the Documentation. Specifically, but without limitation, Participating Institution shall undertake to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of Participating Institution's regular activities.

- D. Participating Institution shall meet and maintain the technical prerequisites set forth in the Documentation (as that term is defined in the Subscription Agreement). Participating Institution shall be solely responsible for upgrading to the then-current minimum browser requirements as defined by Contractor from time to time.

14. DIRECTORY INFORMATION. Participating Institution shall ensure that all data it stores and makes available pursuant to the Subscription Agreement and this IPA, including all Customer Data and Personal Information (as those terms are defined in the Subscription Agreement), is limited to directory information pursuant to the Family Educational Rights Protection Act ("FERPA") and the policies of Participating Institution.

15. MISCELLANEOUS PROVISIONS.

- A. **AMENDMENTS.** The terms of this IPA shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. The terms of the Subscription Agreement may be modified at any time without the approval or consent of Participating Institution.
- B. **ENTIRETY OF AGREEMENT.** This IPA and the terms of the Subscription Agreement and all amendments and annexes thereto, contain the entire agreement and understanding between the Participating Institution and the League and supersedes all prior oral or written representations and agreements with respect to the subject matter herein.
- C. **APPLICABLE LAW/REMEDIES.** This IPA shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
- D. **NOTICES.** Notices under this IPA will be in writing and delivered personally, or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, and shall be made to:

IF TO PARTICIPATING INSTITUTION:

Taft College

ATTN: Terri Smith

29 Cougar Court

Taft, CA 93268

(661) 763-7817

IF TO LEAGUE:

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ATTN: AMY BEADLE
2017 O STREET
SACRAMENTO, CA 95811
(916) 800-2175

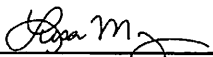
- E. **SEVERABILITY.** If any term, provision, covenant, or condition of this IPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the IPA shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

- F. COUNTERPARTS. This IPA may be executed 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.
- G. NON-WAIVER. No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.
- H. ASSIGNMENT. Participating Institution shall neither assign nor transfer any of its rights, burdens, duties or obligations under this IPA without the prior written consent of the League. League may assign this IPA and transfer its rights, burdens, duties, and obligations to the assignee upon assignment of the Subscription Agreement.
- I. SUCCESSORS AND ASSIGNS. This IPA shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- J. TIME. Time is of the essence to this IPA.
- K. AUTHORITY. The parties to this IPA warrant that the person signing this IPA on its behalf is authorized to enter into this IPA.
- L. TERMS AND CONDITIONS. The parties to this IPA acknowledge that they have read and understood this IPA and the Subscription Agreement, and will fully comply with all terms and conditions of this IPA as set forth herein and all applicable terms and conditions of the Subscription Agreement.
- M. DEFINITIONS. All capitalized terms used in this IPA shall have the same meanings given such terms in the Subscription Agreement, unless expressly superseded by the terms of this IPA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this IPA have executed this IPA by their duly authorized representatives on the dates of their signatures.

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA _____

By: 
(Signature of authorized official of League.)

Name: Lisa Mealoy
Title: Chief Operating Officer
Date: January 24, 2021

By: _____
(Signature of authorized official of Participating Institution.)

Name: Dr. Debra Daniels
Title: President/Superintendent
Date: _____

EXHIBIT A

[INTENTIONALLY LEFT BLANK]

Exhibit A

(*Please note that Year 1 Fees do not reflect any grants or discounts that may have been applied).

Alma Institution/District	College	Year 1 Fees
	Allan Hancock College	\$21,869
Los Rios CCD	American River College	\$48,267
	Antelope Valley College	\$24,076
	Bakersfield	\$41,392
	Barstow	\$5,581
Peralta CCD	Berkeley City	\$7,550
	Butte	\$21,671
	Cabrillo	\$20,368
San Mateo CCCD	Canada	\$8,116
	Cerritos	\$39,500
	Cerro Coso	\$7,251
	Chabot	\$20,846
	Chaffey	\$37,472
	Citrus	\$24,838
	City College of San Francisco	\$33,518
State Center CCD	Clovis	\$12,218
Coast CCD	Coastline	\$13,146
Peralta CCD	College of Alameda	\$6,589
San Mateo CCCD	College of San Mateo	\$14,276
	College of the Canyons	\$30,974
	College of the Desert	\$26,542
	College of the Redwoods	\$9,969
	College of the Sequoias	\$25,046
	College of the Siskiyous	\$4,625
	Columbia	\$3,930
	Compton	\$9,617
Contra Costa CCD	Contra Costa	\$11,891
	Copper Mountain	\$2,897
Los Rios CCD	Cosumnes River	\$21,016
San Bernardino CCD	Crafton Hills	\$10,756
	Cuesta	\$19,016

	Cuyamaca	\$10,795
	Cypress	\$28,324
	De Anza	\$24,515
Contra Costa CCD	Diablo Valley	\$37,950
LACCD	East Los Angeles	\$42,054
	El Camino	\$40,673
San Jose Evergreen CCD	Evergreen	\$14,130
	Feather River	\$4,036
Los Rios CCD	Folsom Lake	\$13,325
	Foothill	\$17,317
State Center CCD	Fresno City	\$39,271
	Fullerton	\$40,354
	Gavilan	\$12,122
	Glendale	\$27,711
Coast CCD	Golden West	\$24,640
	Grossmont	\$24,616
	Hartnell	\$17,862
	Imperial Valley	\$17,611
	Lake Tahoe	\$2,554
Peralta CCD	Laney	\$14,267
	Las Positas	\$15,149
	Lassen	\$3,568
	Long Beach City	\$43,845
LACCD	Los Angeles City	\$19,361
LACCD	Los Angeles Harbor	\$11,723
LACCD	Los Angeles Mission	\$12,621
LACCD	Los Angeles Pierce	\$26,366
LACCD	Los Angeles Southwest	\$8,151
LACCD	Los Angeles Trade Technical	\$19,361
LACCD	Los Angeles Valley	\$22,118
Contra Costa CCD	Los Medanos	\$17,930
State Center CCD	Madera	\$5,576
	Mendocino	\$6,373
	Merced	\$22,352

Peralta CCD	Merritt	\$9,563
	MiraCosta	\$23,207
	Mission	\$11,852
	Modesto	\$28,377
	Monterey Peninsula	\$13,131
VCCD	Moorpark	\$26,354
Riverside CCD	Moreno Valley	\$14,971
	Mt. San Antonio	\$64,213
	Mt. San Jacinto	\$25,220
Riverside CCD	Norco	\$15,670
	Ohlone	\$18,138
Coast CCD	Orange Coast	\$41,745
VCCD	Oxnard	\$11,876
	Palo Verde	\$4,403
	Palomar	\$40,774
	Pasadena	\$51,931
	Porterville	\$7,922
State Center CCD	Reedley	\$11,541
	Rio Hondo	\$29,685
Riverside CCD	Riverside City	\$33,721
Los Rios CCD	Sacramento City	\$29,482
	San Bernardino Valley	\$24,993
San Diego CCD	San Diego City	\$21,742
San Diego CCD	San Diego Mesa	\$32,464
San Diego CCD	San Diego Miramar	\$19,520
	San Joaquin Delta	\$31,863
San Jose Evergreen CCD	San Jose City	\$11,820
	Santa Ana	\$46,374
	Santa Barbara City	\$30,347
	Santa Monica	\$49,662
	Santa Rosa	\$38,235
	Santiago Canyon	\$23,018
	Shasta	\$16,231
	Sierra	\$33,031

San Mateo CCCD	Skyline	\$17,020
	Southwestern	\$33,683
	Taft	\$6,121
VCCD	Ventura	\$22,579
	Victor Valley	\$21,478
West Hills CCD	West Hills - Coalinga	\$4,594
West Hills CCD	West Hills - Lemoore	\$6,563
LACCD	West Los Angeles	\$15,042
	West Valley	\$13,846
Yuba CCD	Woodland	\$5,151
Yuba CCD	Yuba	\$10,032

EXHIBIT B

(Subscription Agreement, including exhibits, addendum, and annexes)

SUBSCRIPTION AGREEMENT

This Subscription Agreement (hereinafter referred to as "Subscription Agreement") is entered into by and between the Community College League, of California, a California nonprofit corporation, (hereinafter referred to as "the League") and Ex Libris (USA) Inc., a company incorporated under the laws of New York, having its main office at 1350 East Touhy Avenue, Des Plaines, IL 60018 (hereinafter referred to as "Contractor") for the Contractor to perform the work which is more particularly set forth in this Subscription Agreement and in the Exhibits attached hereto and incorporated into this Subscription Agreement by this reference.

RECITALS

WHEREAS, the Contractor implemented the SaaS Alma library services platform and Primo discovery services, and provided SaaS Alma library services platform and Primo discovery subscription services ("SaaS Services"), for participating California community colleges ("Participating Institutions") pursuant to an agreement between the Contractor and Butte Community College District, dated August 2, 2018, and expiring December 31, 2020 ("Implementation Agreement");

WHEREAS, renewal of the Implementation Agreement was not funded by the State of California;

WHEREAS, the League is willing to be a party to the master agreement with Contractor for continuing the Participating Institutions' access to the SaaS Services for the periods from and after January 1, 2021, and Contractor and the League desire to enter into this Subscription Agreement to provide such SaaS Services to Participating Institutions without interruption following expiration of the Implementation Agreement,

NOW, THEREFORE, the parties agree as follows:

1. **SUBSCRIPTION.** The Contractor shall grant access to the SaaS Services subject to the provisions of the Subscription Agreement and Addendum to the Subscription Agreement ("Addendum"), attached as Exhibit B and incorporated by reference herein.
2. **TERM.** The Term of this Subscription Agreement shall commence on January 1, 2021 and shall expire on December 31, 2023, unless otherwise terminated in accordance with this Subscription Agreement. The Term of this Subscription Agreement may be extended by written approval of the League and Contractor.
3. [INTENTIONALLY LEFT BLANK]
4. **DEFINED TERMS.** A list of capitalized defined terms is attached as Exhibit C and incorporated by reference herein.
5. [INTENTIONALLY LEFT BLANK]
6. **FEES/PAYMENTS.** The League shall pay Contractor for the provision of the SaaS Services to the Participating Institutions set forth in this Subscription Agreement, the

amounts specified in the Fee Schedule, attached as Exhibit D and incorporated by reference herein.

Payment of the Subscription Fee shall be made in the amounts and schedule identified in the Fee Schedule. The League and each Participating Institution shall be jointly and severally liable for payment of all fees for the SaaS Services provided to such Participating Institution.

7. **ALLOWABLE COSTS.** The League and Participating Institutions shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in providing the SaaS Services except as specified in Section 6 of this Subscription Agreement and/or the Fee Schedule, unless otherwise indicated and agreed to in writing by the Contractor and League.

8. **USE OF FACILITIES AND EQUIPMENT.** Contractor will furnish the hosting facilities and equipment necessary to provide the SaaS Services. The SaaS Service is cloud-based, and access to same will be through facilities and equipment provided by Participating Institutions and users. No equipment will be provided by Contractor to the League or Participating Institutions.

9. **INVOICING.** Contractor shall submit itemized invoices for approval to the League's Library Consortium Director for Subscription Fees in accordance with Exhibit D. All invoices should include the SaaS Services provided and the period for which payment is being requested, which must match the description in Exhibit D of the Subscription Agreement, and the specific dollar amount.

10. **PAYMENT.** Payment of Subscription Fees shall be made upon receipt by the League of invoice. Payment shall be considered timely if made by the League within thirty (30) days after the receipt of properly submitted invoices.

11. **AUDIT.** The League, Participating Institutions, the California State Auditor, and any other appropriate government agency authorized by law, or their duly authorized representatives shall, until three (3) years after final payment under this Subscription Agreement, have access to any of the Contractor's records related to payments under this Subscription Agreement, at the Contractor's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Subscription Agreement, or c) costs and expenses of this Subscription Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.

12. **STATUS REPORTS.** Contractor shall make available to League tools for retrieving and viewing information relevant to the Subscription Services, including a SaaS system status site, and quarterly uptime reports. Upon League's request from time to time, up to once per quarter, Contractor shall participate in a teleconference to discuss any issues and concerns League and Participating Institutions may have with respect to conformance of the SaaS

Services to the accessibility standards as noted in Section 26 and to report on progress in addressing and resolving any such accessibility issues and concerns previously raised.

13. AUTHORIZED REPRESENTATIVES. For the purpose of this Subscription Agreement, the individuals identified below are hereby designated representatives of the respective parties (unless and until otherwise notified).

For the League: Technical Matters: Amy Beadle
Library Consortium Director
Community College League of California
2017 O Street
Sacramento, California
Telephone: (916) 800-2175
Email: abeadle@ccleague.org

Business Matters: Lisa Mealoy
Chief Operating Officer
Community College League of California
2017 O Street
Sacramento, California
Telephone: (916) 245-5027
E-Mail: lmealoy@ccleague.org

Authorized Official: Larry Galizio, PhD
President and CEO
Community College League of California
2017 O Street
Sacramento, California

For the Contractor Technical Matters: Melissa Hilbert
VP of Professional Services
Ex Libris (USA) Inc.
1350 East Touhy Ave, Ste. 150W
Des Plaines, IL 60018
Telephone: 617-821-8629
E-Mail: Melissa.hilbert@exlibrisgroup.com

Business Matters: Mike Hommel
Account Manager
Ex Libris (USA) Inc.
1350 East Touhy Ave, Ste. 150W
Des Plaines, IL 60018
Telephone: (847) 840-9149
E-Mail: mike.hommel@exlibrisgroup.com

Authorized Official: Eric Hines
President, Ex Libris NA
Ex Libris (USA) Inc.
1350 East Touhy Ave, Ste. 150W
Des Plaines, IL 60018
E-Mail: erich@exlibrisgroup.com

14. **INTELLECTUAL PROPERTY.** The parties do not anticipate the development of software or other works for the SaaS Services, a cloud-based library services platform based upon Contractor's programs. Contractor agrees, however, that any and all software first developed pursuant to a separate statement of work issued under this Subscription Agreement, signed by both parties and specifying that such software is developed as works for hire for the League shall be and are Work for Hire ("Works"). All rights, title and interest in and to such Works shall be assigned and transferred to the League.

15. [INTENTIONALLY LEFT BLANK]

16. **INDEPENDENT CONTRACTOR.** Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Subscription Agreement, and nothing in the execution of this Subscription Agreement or in its performance shall be construed to establish a joint venture of the parties hereto. League or Participating Institutions' students, instructors, and staff participating in this program shall not be considered as employees of the Contractor, and agents or employees of the Contractor shall not be considered employees of the League or Participating Institution. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party.

17. **ASSIGNMENT.** Contractor may not assign, transfer or subcontract any part of this Subscription Agreement, any interest herein or claims hereunder, without the prior, written approval of the League, except for assignments to related entities as a result of corporate restructuring or to a company which succeeds to its business hereunder. The League may not assign, transfer or subcontract any part of this Subscription Agreement, any interest herein or claims hereunder, without the prior, written approval of the Contractor, except for assignments made to Participating Institutions so long as such assignment does not alter the scope of the Access and Use Restrictions set forth in Exhibit D or the identity of the libraries using the SaaS Services.

18. **TERMINATION.**

A. A party may terminate this Subscription Agreement if the other party is in material breach of this agreement and has given written notice of such material breach and the other party has failed to cure such material breach within thirty (30) days of such notice, which shall commence on the date of mailing of the written notice by certified mail or personal delivery.

B. League may terminate this Subscription Agreement pursuant to the terms of Section 28, Appropriated Funds.

19. **USE OF NAME.** Neither the Contractor nor the League nor a Participating Institution shall make use of this Subscription Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party. Contractor must seek prior written permission from the League to use "Community College League of California" or in any promotional materials. Contractor must seek prior written permission by the California Community Colleges Chancellor's Office to use California Community Colleges or California Community Colleges Chancellor's Office in any promotional materials. Contractor must seek prior written permission by a Participating Institution to use its name in any promotional materials. Contractor may not use the name of any member of the staff of the League, a Participating Institution, or the California Community Colleges Chancellor's Office without prior written approval of the applicable institution. This restriction shall not include internal documents

available to the public that identify the existence of the Subscription Agreement and SaaS Services.

20. **CHANGES.** By mutual written consent, the Contractor and the League may make changes to the Work and to the terms of this Subscription Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Contractor and the League.

21. **INDEMNIFICATION.**

A. Contractor agrees to defend, hold harmless and indemnify the League and each Participating Institution, their respective directors, officers and employees against third party claims for injury or damages arising out of the willful misconduct of Contractor in the performance of this Subscription Agreement, but only in proportion to and to the extent such injury or damages are caused by or result from such misconduct.

B. League agrees to defend, hold harmless and indemnify Contractor, its directors, officers and employees against third party claims for injury or damages arising out of the willful misconduct of the League in the performance of this Subscription Agreement, but only in proportion to and to the extent such injury or damages are caused by or result from such misconduct.

C. Each Participating Institution agrees to defend, hold harmless and indemnify Contractor, its directors, officers and employees against third party claims for injury or damages arising out of the willful misconduct of such Participating Institution in the performance of this Subscription Agreement, but only in proportion to and to the extent such injury or damages are caused by or result from such misconduct.

D. The obligations set forth in clauses A-C above shall be subject to the indemnified party (i) giving the indemnifying party prompt written notice of such claim; (ii) upon request of the indemnifying party, giving the indemnifying party the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at the indemnifying party's expense and not taking any action that prejudices defense or settlement of such claim.

22. **INSURANCE.** Contractor, at its sole cost and expense, shall maintain during the Term of this Subscription Agreement the following insurance coverage, limits of coverage, and other insurance requirements as follows:

A. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

B. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Contractor's owned, hired, and non-owned vehicles.

C. Workers' Compensation insurance, if applicable, as statutorily required by California State law.

D. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.

E. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

F. Cyber insurance with a limit of not less than \$2,000,000 per occurrence for any security or other cyber breach involving the customer data or information. Such coverage may be included in the Contractor's Commercial General Liability or professional liability insurance so long as it is expressly included.

All insurance required by this Section shall be issued by an insurance company(ies) with a current A.M. Best (or equivalent) rating of A:VII or better. The General Liability and Automobile Liability Insurance policies shall be endorsed to name the "Community College League of California League" as additional insured for claims for which Ex Libris would have liability under this Subscription Agreement. All insurance policies shall be endorsed to provide for a thirty (30)-day advance written notice to the League of cancellation or suspension by the insurance company, or ten (10) days if cancellation is due to non-payment. Ex Libris will provide the League with thirty (30)-day advance written notice of any material changes to such insurance policies which change would cause such policies to no longer comply with the requirements of this Agreement. If any insurance policy(ies) required by this Subscription Agreement is(are) written on a claims-made form, it shall continue for three (3) year following termination of this Subscription Agreement. The insurance shall be in effect as of the effective dates of this Subscription Agreement. Contractor's insurance policies on the terms and limits required above must be primary, and any insurance or self-insurance maintained by the League shall not contribute to it. The coverages required under this Section shall not limit the Contractor's liability. If this Subscription Agreement is assigned, these insurance requirements also apply to the relevant assignee. The Contractor may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices.

Prior to commencing Work under this Subscription Agreement, Contractor shall furnish League with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Subscription Agreement.

23. **EQUIPMENT.** Upon termination of this Subscription Agreement, equipment furnished or purchased by the League or Participating Institutions for the SaaS Services shall be retained by the League or said Participating Institutions, and any equipment furnished or purchased by the Contractor shall be retained by the Contractor.

24. **COMPLIANCE WITH LAWS.** Performance of all obligations under this Subscription Agreement shall be in compliance with all applicable laws and regulations.

25. **NONDISCRIMINATION.** Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor shall also comply with the provisions of the Fair Employment and Housing Act (Gov. Code §§ 12900 *et seq*) and the applicable regulations, as well as the provisions of Government Code sections 11135-11139.8.

26. **ACCESSIBILITY FOR PERSONS WITH DISABILITIES.** Contractor shall comply in all respects with the Americans with Disabilities Act (ADA of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Contractor warrants that the web-based environments for electronic and information resources that are provided to Customer as part of the SaaS Services provided pursuant to this Agreement conform to the W3C Web Content Accessibility Guidelines, version 2.0 or later version ("WCAG") at conformance levels A and AA and Section 508 of the Rehabilitation Act of 1973, with exceptions as set forth in the Voluntary Product Accessibility Templates ("VPATs"), published by Ex Libris from time to time.

Contractor agrees to promptly respond to any complaint regarding accessibility of its products or services provided by the League and Participating Institutions under this Agreement.

The League retains the right to employ the services of a third-party testing vendor to conduct accessibility audit testing in order to verify that said products are in compliance with the provisions of this Section 26.

27. **CONFLICT OF INTEREST.** Contractor shall not hire or contract with any officer or employee of the League or any member of their immediate family to perform any service covered by this Subscription Agreement. Contractor warrants that no officer or employee of the League has any financial interest, direct or indirect, in Contractor. Any question which may arise during the performance of this Subscription Agreement regarding a possible conflict of interest shall be referred to League for adjudication.

28. **APPROPRIATED FUNDS.**

(a) The continuation of this Subscription Agreement after December 31, 2022 with respect to a particular Participating Institution shall be subject to sufficient appropriated funds being received by such Participating Institution from the State of California or other public sources to support such Participating Institution's use of a library platform or service. In the event,

through no action or inaction on part of League or such Participating Institution, sufficient funds are not so available to such Participating Institution from the State or other sources or are discontinued at any time, the League may terminate such Participating Institution's SaaS Services Subscription upon thirty (30) days prior written notice to the Contractor, subject to payment of all fees with respect to SaaS Services and other services provided to such Participating Institution by Contractor under this Subscription Agreement through the effective date of termination. In the event of such termination, upon receipt of written notice Contractor shall take all reasonable steps to end the SaaS Services and minimize further costs.

(b) If the California Legislature appropriates future funding for library platform services, or the California Community Colleges Chancellor's Office ("Chancellor's Office"), makes funding available for library platform services, the League may assign this Subscription Agreement to the entity duly authorized to enter this Agreement and administer the funds on behalf of the Participating Institutions. Upon such assignment and to the extent such entity has accepted full responsibility for all obligations under this Subscription Agreement with respect to periods after the effective date of such assignment, Contractor releases the League from all obligations under this Subscription Agreement with respect to such periods.

29. SURVIVAL. The terms of sections 11 (AUDIT), 14 (INTELLECTUAL PROPERTY), 19 (USE OF NAME), 21 (INDEMNIFICATION), and 22 (INSURANCE), and Addendum sections 1.2, 5 (PROTECTION FROM THIRD PARTY INFRINGEMENT), 6 (LIMITATION OF LIABILITY), 7 (CUSTOMER'S UNDERTAKINGS), AND 8 (CUSTOMER DATA) as well as any provisions that are inherently intended to survive the termination of an agreement shall survive the early termination or expiration of the Subscription Agreement and remain in effect.

30. NOTICES. Any notice required or permitted by this Subscription Agreement shall be in writing and shall be delivered by (i) personal delivery; (ii) certified mail; or (iii) electronic mail to the respective party's Authorized Official.

31. WAIVER. No waiver of any breach of this Subscription Agreement shall be held to be a waiver of any other subsequent breach. The failure of any party to enforce at any time any of the provisions of this Subscription Agreement, or to require at any time performance of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Subscription Agreement or effect the rights of the such party to thereafter seek enforcement of the Subscription Agreement.

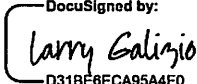
32. APPLICABLE LAW. This Subscription Agreement shall be interpreted and governed by the laws of the State of California.

33. ENTIRE AGREEMENT. This Subscription Agreement, including its Exhibits, is the complete agreement of the Contractor and the League and supersedes all prior understandings regarding the subject matter of this Subscription Agreement.

34. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Subscription Agreement may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

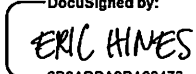
IN WITNESS WHEREOF, the respective parties have executed this Subscription Agreement on the dates indicated below.

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

By:  DocuSigned by:
D31BE8ECA95A4E0...
(Signature of authorized official of League.)

Name: Larry Galizio
Title: President & CEO
Date: 18 December 2020

EX LIBRIS (USA) INC.

By:  DocuSigned by:
2B8ADB8A9DA00473...
(Signature of authorized official of Contractor.)

Name: Eric Hines
Title: President of Ex Libris NA
Date: 18 December 2020

Exhibits:

- A: Statement of Work
- B: Addendum
- C: Defined Terms
- D: Fee Schedule

EXHIBIT B

ADDENDUM TO SUBSCRIPTION AGREEMENT

This Addendum establishes additional terms that are incorporated fully into the Subscription Agreement by and between the Community College League of California ("League") and Ex Libris (USA), Inc. ("Ex Libris"), referred to respectively as "League" and "Contractor" in the Subscription Agreement.

1. SUBSCRIPTION TO SaaS SERVICES

1.1. In consideration of the full payment of the annual subscription fee by the League (the "**Subscription Fee**") for the SaaS Service, as set forth in the Fee Schedule attached as Exhibit D, and subject to all the terms and conditions in this Subscription Agreement, Ex Libris hereby grants to Participating Institutions the right to access and use the functionality of the SaaS Service (the "**Subscription**"), as outlined in the Fee Schedule (including, without limitation, any limitation of use to specific locations and Named Users and other use and access restrictions as set forth in the Fee Schedule), during the corresponding subscription period, as well as (i) related materials such as Documentation (as defined below) to the extent then available, and (ii) if applicable, third party data that may be accessed via the SaaS Service ("**Licensor Data**"), all made available to Participating Institutions in conjunction with and under the terms and conditions of this Agreement.

1.2. As between the League and Participating Institutions, on the one hand, and Ex Libris on the other hand, all rights, title and interest, including without limitation, patent rights, copyrights, trade secrets, trademarks, service marks and other intellectual property rights, and any goodwill associated therewith, in and to the SaaS Service, related Documentation and all reproductions, derivatives, corrections, modifications, enhancements and improvements thereof, including anonymized statistical data derived from the operation of the SaaS Service, are and will remain at all times owned by Ex Libris. Other than the rights explicitly granted to League and Participating Institutions in this Subscription Agreement, all rights are reserved to and shall remain solely and exclusively proprietary to Ex Libris.

2. SERVICE LEVEL; SUPPORT; OTHER PROVISIONS

2.1. Ex Libris will make the SaaS Service available to Participating Institutions in accordance with the SaaS Service Level Agreement set forth in Annex A (the "**SLA**"). In addition, Ex Libris shall provide Participating Institutions with ongoing support services relating to the SaaS Service, as specified in the SLA (the "**Support Services**"). Ex Libris will provide access to all appropriate documentation for fixes, releases, or upgrades to the SaaS Service.

2.2. The above support services do not include on-site services or training. If League requests such services, Ex Libris shall provide them and invoice League at its standard daily rates plus travel and subsistence expenses.

2.3. Provisions applicable to a specific SaaS Service may be set forth in Annex B hereto, and/or in the relevant Fee Schedule, and form a part of this Subscription Agreement.

3. OTHER SERVICES

3.1. [INTENTIONALLY LEFT BLANK]

3.2. [INTENTIONALLY LEFT BLANK]

3.3. If any Participating Institutions use non-Ex Libris programs ("Third Party Programs") that interoperate with the SaaS Service, such Participating Institution acknowledges, that Ex Libris may allow the providers of such Third Party Programs to access Customer Data as required for the interoperation and support of such Third Party Programs. Ex Libris shall not be responsible for any such disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Program providers. For the sake of clarity, this provision does not refer to programs used or provided by Ex Libris as part of the SaaS Services.

4. DOCUMENTATION

Ex Libris shall make available in electronic format at no cost to League and Participating Institutions, all standard materials published by Ex Libris for use by subscribers to the SaaS Service, including manuals and other relevant materials and documentation, as updated from time to time ("**Documentation**"). League and Participating Institutions may print or copy Documentation as needed, provided all copyright notices are included and, with respect to any such materials not made publicly available by Ex Libris, distribution of said copies complies with the confidentiality provisions of this Subscription Agreement.

5. PROTECTION FROM THIRD PARTY IP INFRINGEMENT

5.1. Ex Libris will defend League or any Participating Institution to the extent any claim, suit, action or proceeding (each, a "Claim") brought by any third party against League or Participating Institution alleges that the SaaS Service infringes or misappropriates any copyright, trade secret or trademark, and shall pay any amounts awarded by a court pursuant to such Claim or amounts paid to settle the Claim. Ex Libris' obligation pursuant to this paragraph shall not extend to any Claim based on any alleged infringement arising from any use of the SaaS Service other than as permitted by this Subscription Agreement.

5.2. The obligations set forth in the immediately preceding paragraph shall be subject to the League or Participating Institution (i) giving Ex Libris prompt notice of such Claim; (ii) giving Ex Libris the sole authority to defend or settle such Claim; and (iii) providing full cooperation in such defense or settlement at Ex Libris' expense and not taking any action that prejudices Ex Libris' defense or settlement of such Claim.

5.3. If the SaaS Service becomes the subject of a Claim, or in Ex Libris' opinion is likely to become the subject of a Claim, then Ex Libris may, at its expense and option, either: (a) replace or modify the SaaS Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for Participating Institutions the right to continue using the SaaS Service pursuant to this Subscription Agreement; or (c) terminate this Subscription Agreement and refund to League, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from League for the period between the effective date of termination of this Subscription Agreement and the expiration of the subscription period for which the Subscription Fee has been paid.

6. LIMITATION OF LIABILITY

6.1. Ex Libris does not assume any liability in respect of (i) access to and/or violation of copyright, privacy, database rights or trademark protection of any Licensor Data, third-party data or information resources stored with, or accessible through, the SaaS Service (including data made available by or on behalf of customers); (ii) the content or accuracy of Licensor Data or data posted by or on behalf of customers; and (iii) adverse effects, if any, due to any modification or adaptation made by League or Participating Institution in the SaaS Service without Ex Libris' express and prior written consent.

6.2. Neither League, any Participating Institution, nor Ex Libris shall incur any liability hereunder for any indirect, incidental, special, punitive or consequential damages for claims arising from or related to this Subscription Agreement or the use or inability to use the SaaS Services, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if Ex Libris has been advised of the possibility of such damages. Ex Libris shall not be liable for lost revenues or profits regardless of whether they are classified as direct damages or any other type of damages. IN ANY CASE, (A) EXCEPT WITH RESPECT TO EX LIBRIS' INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS UNDER SECTION 5.1 ABOVE WHICH SHALL BE UNCAPPED, EX LIBRIS' ENTIRE LIABILITY ARISING FROM OR UNDER THIS SUBSCRIPTION AGREEMENT, OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SAAS SERVICE, SHALL BE LIMITED TO THE AMOUNT OF SUBSCRIPTION FEE ACTUALLY PAID BY LEAGUE FOR THE SAAS SERVICE WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM, OR, IF THE AGREEMENT HAS EXPIRED OR BEEN TERMINATED, THE TWELVE (12) MONTHS PRIOR TO TERMINATION OR EXPIRATION OF THE AGREEMENT AND (B) EXCEPT WITH RESPECT TO PARTICIPATING INSTITUTIONS' OBLIGATIONS UNDER SECTION 7.4 BELOW WHICH SHALL BE UNCAPPED, LEAGUE AND PARTICIPATING INSTITUTIONS' ENTIRE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT, OR IN CONNECTION WITH THE USE OF THE SAAS SERVICE, SHALL BE LIMITED TO THE AMOUNT OF SUBSCRIPTION FEE ACTUALLY PAID AND PAYABLE FOR THE SAAS SERVICE WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM, OR, IF THE AGREEMENT HAS EXPIRED OR BEEN TERMINATED, THE TWELVE (12) MONTHS PRIOR TO TERMINATION OR EXPIRATION OF THE AGREEMENT AND THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT ENLARGE OR EXTEND THIS LIMITATION. The foregoing does not limit League's obligation to pay fees due under this Agreement, including any fees due for exceeding the access and use restrictions set forth in the Fee Schedule to this Agreement.

6.3. Licensor Data is provided "as is". EX LIBRIS' WARRANTIES AND REPRESENTATIONS ARE LIMITED TO THOSE SET FORTH HEREIN, AND IT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SAAS SERVICE, OTHER SERVICES AND ANY DATA ACCESSED THROUGH THE SAAS SERVICE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EX LIBRIS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE SAAS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7. CUSTOMER'S UNDERTAKINGS

7.1. League and each Participating Institution agree not to (i) make the SaaS Service or the Licensor Data available in any way for the use or benefit of any unauthorized party and to use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Service or the Licensor Data, and to notify Ex Libris as soon as possible after it becomes aware of any unauthorized access or use; (ii) copy, modify, create derivative works from or use the SaaS Service, the Licensor Data, the Documentation or related materials or other proprietary information received from Ex Libris, in whole or in part, other than as expressly permitted by this Subscription Agreement, unless Ex Libris so consents in writing; (iii) reverse engineer, decompile or disassemble the SaaS Service or any components thereof except as permitted by law; (iv) violate or abuse the password protections governing access to and use of the SaaS Service; (v) remove, deface, obscure, or alter Ex Libris' or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the SaaS Service, the Licensor Data

and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the SaaS Service or the Licensor Data for any purpose without Ex Libris' written consent; (vii) use or display SaaS Service logos differing from Ex Libris' own without Ex Libris' prior approval, which shall not be unreasonably withheld; (viii) store information or materials in the SaaS Service that violates a third party's rights or breaches applicable law; and/or (ix) use the SaaS Service, the Licensor Data or the Documentation in a way which would violate any applicable laws, rules and regulations.

7.2. League and each Participating Institution agrees to maintain the SaaS Service, any non-public Documentation and related materials confidential, except as required by law, and may disclose the SaaS Service and related materials to its employees or agents to the extent that such disclosure is necessary to League or Participating Institution's use of the SaaS Service, provided that League or Participating Institution takes reasonable steps to ensure that such information is not disclosed or distributed by such employees or agents in contravention of the provisions of this Subscription Agreement.

7.3. League and each Participating Institution agree to abide by the access and use restrictions set forth in the Fee Schedule and Documentation, and to refrain from any use of the SaaS Service that is not expressly permitted by this Subscription Agreement or the Documentation. Specifically, but without limitation, League and each Participating Institution undertake to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of League and Participating Institution's regular activities.

7.4. To the extent that any third party brings a claim against Ex Libris alleging that information stored in the SaaS Service by or on behalf of a Participating Institution violates a third party's rights or breaches applicable law, such Participating Institution will defend the claim and pay any resulting judgment or negotiated settlement. The obligation set forth in this Section 7.4 shall be subject to Ex Libris (i) giving Participating Institution prompt notice of such claim; (ii) giving Participating Institution the sole authority to defend or settle such claim; and (iii) providing full cooperation in such defense or settlement at Participating Institution's expense and not taking any action that prejudices Participating Institution's defense or settlement of such claim.

7.5. In order to allow for proper operation of the SaaS Service, each Participating Institution shall meet and maintain the technical prerequisites set forth in the Documentation. Each Participating Institution shall be solely responsible for upgrading to the then-current minimum browser requirements as defined by Ex Libris from time to time. Ex Libris shall provide Participating Institutions with no less than six months' prior written notice of any change in the minimum browser requirements.

8. CUSTOMER DATA

8.1. Definitions:

8.1.1. "**Customer Data**" means any business information, personal information or other data which each Participating Institution stores, or provides to Ex Libris for storing and processing, in the SaaS Services.

8.1.2. "**Mining Customer Data**" means to search through, access, or extract non-anonymized Customer Data, metadata, or information which is not necessary to accomplish the purpose(s) of the Subscription Agreement, to provide the Work or SaaS Services, or to improve the Work or SaaS Services.

- 8.1.3. **“Personal Information”** means personal identifiers such as name, address, email address and phone number and such other items of personal information permitted to be stored on the SaaS Services.
- 8.1.4. **“Securely Delete”** means taking actions that delete data written on electronic media unrecoverable meeting DoD 5220.22-M or comparable standards.
- 8.1.5. **“Security Breach”** means an event in which Customer Data is exposed to unauthorized disclosure, access, alteration, or use.

8.2. Right and License in Customer Data; Confidentiality

- 8.2.1. Each Participating Institution shall own all rights, title and interest, including all intellectual property rights, in and to all of the Customer Data of such Participating Institution and shall each have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Customer Data. Nothing in the Subscription Agreement shall be interpreted to transfer title or ownership of the Customer Data to Ex Libris or any other party. Except as otherwise set forth in this Subscription Agreement, Ex Libris has a limited, nonexclusive license to access, copy and use the Customer Data solely for the purposes of performing its obligations under this Subscription Agreement. Except as expressly stated in the Subscription Agreement, this Subscription Agreement does not give Ex Libris any rights, implied or otherwise, to Customer Data content or intellectual property.
- 8.2.2. Each Participating Institution shall retain possession and control of its own generated content.
- 8.2.3. Ex Libris agrees during the Term to implement reasonable security measures to protect and backup Customer Data and will, at a minimum, utilize industry standard security and backup procedures. Ex Libris publishes or makes available its information security procedures (“Information Security Plan”) to League and its other customers and regularly reviews its Information Security Plan and updates and revises from time to time as necessary. Ex Libris shall perform an annual audit by a third-party independent auditor of its compliance with the ISO-27001 (or comparable industry) standard. The audit report generated by such audit shall be Ex Libris’ confidential information. During the Term of this Subscription Agreement, the League may request in writing Ex Libris’ then current ISO-27001 certification, in order to verify that Ex Libris processes personal information in accordance with this Subscription Agreement.

Ex Libris’ Information Security Plan shall be designed to: (i) Ensure the security, integrity and confidentiality of the Customer Data; (ii) Protect against any anticipated threats or hazards to the security or integrity of such information; (iii) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information; (iv) Protect against unauthorized changes to or use of Customer Data; and (v) Comply with all applicable legal and regulatory requirements for data protection. Ex Libris’ Information Security Plan shall include business continuity and disaster recovery plans, and a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach. Ex Libris shall cause all subcontractors and other persons and entities whose services are retained specifically to provide Services to the Participating Institutions or who hold Customer Data, to implement information security procedures sufficient to enable Ex Libris’ compliance herewith.

- 8.2.4. Each of the Participating Institutions acknowledges that use of the SaaS Service may involve providing Personal Information about such Participating Institution’s permitted users, such as its staff and patrons, and other third parties, to Ex Libris, and each Participating

Institutions shall be responsible for having all necessary rights to collect or allow collection of such Personal Information. As between League and Participating Institutions, on the one hand, and Ex Libris, on the other hand, Participating Institutions retain ownership of the Personal Information of each and may, at any time during the term of this Subscription Agreement, access, review, modify and delete Personal Information that Ex Libris is storing.

8.2.5. Except as otherwise provided in this Subscription Agreement, Ex Libris will use Customer Data only for the purpose of fulfilling its duties under the Subscription Agreement, and, except as part of the normal operation of the SaaS Services, will not share such data with or disclose it to any third party without the prior written consent of the relevant Participating Institution, except as required by law and except to affiliates and third party contractors retained by Ex Libris to provide services related to this Subscription Agreement under written obligations of confidentiality.

8.2.6. Each Participating Institution agrees, that it will not upload to or store on the SaaS Service, and Ex Libris will not be liable with respect to, personal data not necessary to operating library systems, such as government-issued identification numbers (social security number, national identification number, driver's license number, passport number etc.), bank and credit card account numbers, race, origin, sexual orientation, biometric data, health and medical information, student academic records, employment records or financial records. Participating Institution will only store basic personal information necessary to operating library systems (i.e., names, postal addresses, email addresses, telephone numbers, institutional ID and loan and fines information, as applicable). Ex Libris acknowledges that some basic personal information, such as names, postal addresses, email addresses, telephone numbers, and institutional ID, may be considered protected Personal Information pursuant to FERPA.

8.2.7. The SaaS Services provided to the Participating Institution and their Customer Data shall be hosted in data centers located in the United States. Except as incidental to Support, and other services provided hereunder, Customer Data will not be stored outside of the United States without prior written consent of the League. Ex Libris may utilize its Affiliates in the performance of its obligations under this Agreement.

8.2.8.

Ex Libris represents and warrants that in performing the Work and providing the SaaS Services, it will comply with all privacy and data protection laws and regulations of the United States applicable to its operation of the SaaS Services and the permitted Personal Information, including, as applicable, the provisions in the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq. and that it will use commercially reasonable efforts to protect each Participating Institution's Personal Information. To the extent that Ex Libris will have access to "education records" for the Participating Institutions' students as defined under the Family Educational Rights and Privacy Act (FERPA), Ex Libris acknowledges that for the purposes of the Subscription Agreement it is designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations. Each Participating Institution agrees that it will not store Education Records in the SaaS Service except to the extent that basic library patron data regarding its students used in a library system is deemed Education Records under FERPA.

Each Participating Institution represents and warrants that in using the SaaS Services, it will comply with all privacy and data protection laws and regulations of the United States applicable to its use of the SaaS Services, including without limitation, the collection, use,

transfer, and access by its users, of Personal Information in connection with the SaaS Services.

- 8.2.9. Ex Libris will provide access to Customer Data to its employees, subcontractors, and Affiliates who need to access the data to fulfill Ex Libris' duties under the Subscription Agreement. Ex Libris will ensure that employees, subcontractors, and its Affiliates who perform services are bound to obligations of confidentiality. Ex Libris trains its responsible employees from time to time on compliance with confidentiality and privacy requirements. To the extent applicable, Ex Libris will use the education records only for the purpose of fulfilling its duties under this Subscription Agreement for the Participating Institutions' benefit, and will not share such data with or disclose it to any third party except as part of the normal operation of the SaaS Services or otherwise provided for in this Subscription Agreement, as required by law, or authorized in writing by the relevant Participating Institution.

League and each Participating Institution acknowledge that Ex Libris can rely, is relying and will continue to rely on League and Participating Institutions' full compliance with the applicable obligations imposed by FERPA, as any such obligations may be amended or modified, with respect to any data that may be accessed, obtained, received, extracted, or otherwise used by Ex Libris (or which may be disclosed in any manner to Ex Libris by or on behalf of League or Participating Institutions), in individualized or aggregate form, in connection with the Work.

- 8.2.10. Ex Libris shall not use the Personal Information for any purpose except in the performance of this Agreement and to provide Support Services to the Participating Institutions and their respective permitted users.

Ex Libris will not use the Customer Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by the applicable Participating Institution.

Ex Libris is prohibited from Mining Customer Data for any purposes other than as part of the normal functioning of the SaaS Service for the benefit of Participating Institution and the operation of the SaaS Services environment by Ex Libris or those otherwise agreed to by the applicable Participating Institution.

- 8.2.11. Upon expiration or termination of a Subscription, Ex Libris will, upon League or Participating Institution's request, make the Customer Data available to Participating Institution for download for the forty-five (45) days following such expiration or termination (the "**Termination Assistance Period**"). After the Termination Assistance Period, Ex Libris shall have no obligation to maintain or provide any Customer Data relating to the expired or terminated Subscription and will, unless legally prohibited, delete it. Ex Libris will Securely Delete any such Customer Data containing Personal Information, and will following a period of no more than one hundred and twenty (120) days following the Termination Assistance Period provide certification of data deletion to the League or Participating Institution upon request.

- 8.2.12. Ex Libris will notify the League of impending cessation of its business and any contingency plans, including plans for the transfer and inventory of Customer Data.

8.3. Security Breach

- 8.3.1. Upon notification of any potential Security Breaches, Ex Libris shall promptly investigate and remediate such breaches using industry standard technology. Promptly, but in no event longer than 48 hours, after confirming a Security Breach, Ex Libris will notify the League and impacted Participating Institution, fully investigate the incident, and

cooperate fully with the Participating Institution's response to the incident. Except as otherwise required by law, Ex Libris will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the impacted Participating Institution.

8.4. Response to Legal Orders; Demands or Requests for Data

Except as otherwise expressly prohibited by law or an investigating authority, Ex Libris will:

- (i) promptly notify the impacted Participating Institution of any subpoenas, warrants, or other legal orders, demands or requests received Ex Libris seeking Customer Data;
- (ii) Consult with the Participating Institution regarding its response;
- (iii) Cooperate with the Participating Institution's reasonable requests in connection with efforts by the Participating Institution to intervene and quash or modify the legal order, demand or request; and
- (iv) Upon the Participating Institution's request, provide the Participating Institution with a copy of its response.

If the Participating Institution receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking Customer Data maintained by Ex Libris, the Participating Institution will promptly provide a copy of the request to Ex Libris. To the extent Participating Institution does not have access to such data, Ex Libris will promptly supply the Participating Institution with copies of records or information to which Ex Libris has access, at Participating Institution's reasonable expense, as required for the Participating Institution to respond, and will cooperate with the Participating Institution's reasonable requests in connection with its response.

9. **FORCE MAJEURE**

Ex Libris shall not be responsible for any failures of its obligations under this Subscription Agreement to the extent that such failure is due to causes beyond Ex Libris' control including, but not limited to, acts of God, war, terrorism, riots, civil unrest, acts of any government or agency thereof, fire, explosions, epidemics, quarantine restrictions, delivery services, telecommunication providers, interruption or failure of the Internet, strikes, labor difficulties, lockouts, embargoes, or severe weather conditions.

10. **PARTICIPATING INSTITUTIONS**

10.1. Participating Institutions shall be identified by the League from among, and are limited to, the 116 California community colleges (the "California Community College Institutions").

10.2. It is agreed that any Center belonging to one of the Participating Institutions which subsequently becomes a separately-accredited California community college as provided for under the provisions of California state law shall have a right to become an additional Participating Institution, subject to notice to Ex Libris and agreement with respect to payment of fees associated with any implementation and/or other professional services necessary to create a separate SaaS Service institution for such additional Participating Institution, along with any increase in the scope of the Subscription beyond the Access and Use Restrictions initially set forth in the Fee Schedule for the Participating Institution to which it belonged. The League shall require Participating Institutions to enter into an agreement with the League regarding the SaaS Service, which agreement shall at minimum require the Participating Institutions to agree to the terms and their

obligations under the Subscription Agreement, including the Addendum and Annexes, and that Ex Libris shall be entitled to enforce the terms and conditions of this Subscription Agreement against each of the Participating Institutions. Participating Institutions are the intended beneficiaries of the Subscription Agreement shall be entitled to enforce the terms and conditions of this Subscription Agreement against Ex Libris. So long as a Participating Institution is subject to the terms of this Subscription Agreement and that such terms are enforceable directly by Ex Libris (as required above), Ex Libris agrees that it shall enforce any claims it has for a Participating Institution's negligent or intentional acts in connection with this Subscription Agreement directly against such Participating Institution. The foregoing shall not limit Ex Libris' rights to make claims to and against the League for the League's obligations under this Subscription Agreement, including without limitation, with respect to payment of fees and other amounts due hereunder.

10.3. Participating Institutions will be added to this Subscription Agreement as follows:

10.3.1. [INTENTIONALLY LEFT BLANK]

10.3.2. [INTENTIONALLY LEFT BLANK]

10.3.3. To the extent any of the 116 California Community College Institutions are not Participating Institutions on January 1, 2021, such Institutions may become Participating Institutions at a later date ("Late Adopters"). The League shall from time to time provide Ex Libris with Notices of Participation of Late Adopters that have requested to become Participating Institutions. The fees, and terms and conditions, applicable to Late Adopters will be addressed on a case-by-case basis, depending on the size of the Late Adopter. Upon agreement by the League and Ex Libris with respect to the implementation services and associated fees necessary to add such Late Adopter and the annual Subscription Fees, such institutions shall thereafter be subject to the applicable terms and conditions of this Subscription Agreement and be Participating Institutions hereunder for all purposes.

10.4. [INTENTIONALLY LEFT BLANK]

10.5. [INTENTIONALLY LEFT BLANK]

11. RIGHTS AND REMEDIES OF THE LEAGUE FOR DEFAULT

11.1. In the event the League terminates this Subscription Agreement under Section 17 of the Subscription Agreement for Ex Libris' material breach, Ex Libris shall refund to League, on a pro-rata basis, the amount of any Subscription Fee that Ex Libris has received from League for the period between the effective date of termination of the Subscription Agreement and the expiration of the subscription period for which the Subscription Fee has been paid for terminated SaaS Services. The League's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Subscription Agreement.

12. WARRANTY

12.1. Ex Libris warrants that during the subscription period the SaaS Services will perform substantially in accordance with the Documentation.

12.2. Ex Libris warrants that at the time of the effective date of the Subscription Agreement, and upon each update and upgrade, the SaaS Services shall be free of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software).

12.3. All warranties, including special warranties specified elsewhere herein, shall inure to League and the Participating Institutions.

13. SAFETY AND ACCIDENT PREVENTION

In performing work under the Subscription Agreement on the premises of League or Participating Institutions, Ex Libris shall conform to all specific safety requirements contained in this Subscription Agreement or as required by law or regulation. Ex Libris shall take all additional precautions as the League or Participating Institution may reasonably require for safety and accident prevention purposes.

LIST OF ANNEXES

ANNEX A	SaaS Service Level Agreement (SLA)
ANNEX B	SaaS Service-Specific Provisions

ANNEX A

SaaS Service Level Agreement (the "SLA")

A. For Programs other than Sandbox

1. Availability

For the duration of the Subscription, Ex Libris will use commercially reasonable efforts to ensure that the SaaS Service is available for access and use in accordance with the Subscription Agreement at an annual Uptime Percentage (defined below) of at least 99.5%, as measured over any calendar year. Upon request, Ex Libris shall provide the Participating Institution or League with a report of any Downtime during a calendar quarter (the "**Quarterly Report**").

2. Definitions

All capitalized terms used in this SLA without definition shall have the meaning ascribed to them in the Subscription Agreement. In addition, the following definitions shall apply to this SLA:

- 2.1. "**Downtime**" means the total time within a Measured Period during which the SaaS Service is inoperable or inaccessible, excluding SLA Exclusions during such Measured Period.
- 2.2. "**Measured Period**" means the total number of minutes in the calendar year.
- 2.3. "**Scheduled Downtime**" shall mean any Downtime (i) of which Participating Institution is notified at least seven (7) days in advance, or (ii) during a standard maintenance window, as published by Ex Libris from time to time. In either of the foregoing two situations, Ex Libris will use commercially reasonable efforts to ensure that the Scheduled Downtime falls between the hours of Saturday 8PM and Sunday 6AM Toronto time.
- 2.4. "**Uptime**" means the total period in minutes during which the SaaS Service is available for access and use during a Measured Period.
- 2.5. "**Uptime Percentage**" means Uptime expressed as a percentage, calculated in accordance with the following formula:

$$\text{Uptime Percentage} = X / (Y - Z) \times 100$$

Where:

- X = Uptime
- Y = Measured Period
- Z = The duration (in minutes) of any SLA Exclusions during the applicable Measured Period

3. SLA Exclusions

The following shall not be considered within the definition or calculation of Downtime: (i) Scheduled Downtime; (ii) SaaS Service unavailability attributable to (a) causes beyond Ex Libris' reasonable control, including any Force Majeure event or the performance of any third party communications or internet service provider; (b) the Participating Institution's failure to

perform any obligation under the Subscription Agreement that affects the performance of the SaaS Service; and/or (c) any actions or omissions of the Participating Institution, its permitted users or any third party acting on their behalf, or to the Participating Institution's or any third party's equipment, software or other technology; (iii) SaaS Service unavailability caused by the suspension and termination of the Participating Institution's right to use the SaaS Service in accordance with the Agreement; and (iv) separate instances of SaaS Service unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature such that they cause a detrimental impact on the Participating Institution (each an "SLA Exclusion").

4. Low Uptime Percentage

- 4.1. If the Uptime Percentage shown on any two consecutive Quarterly Reports falls below 97%, then the League shall be entitled to terminate the Subscription immediately, without Ex Libris incurring any liability arising from the fact of such termination. The League and Participating Institution are liable for Subscription Fees only up to the date of termination. The League's right to terminate under this Section 4.1 only exists for a period of one month following delivery of the applicable Quarterly Report.
- 4.2. If the Participating Institution or League disputes the accuracy of any Quarterly Report, it must submit notice thereof within two weeks of its receipt of the Quarterly Report, which notice must include the dates, times and duration of each incident of Downtime that the Participating Institution or League claims to have experienced, including instance ids of the instances that were running and affected during the time of each incident. Failure to do so shall render the Quarterly Report definitive.
- 4.3. Ex Libris' obligations hereunder are based on and subject to the Participating Institution: (i) complying with the terms and conditions of the Subscription Agreement, including this SLA; (ii) complying with Ex Libris' instructions, if any, for performing corrective action; and (iii) the Participating Institution maintaining the connectivity (with acceptable bandwidth) of the workstations and end customers to the main internet, including network connectivity to the SaaS Service, and connectivity between the SaaS Service and the Participating Institution's local applications interacting with the SaaS Service, as well as creating and maintaining firewall definitions and opening required ports that permit access to the SaaS Service.

5. Support Incidents

5.1. Participating Institution shall report all issues via Salesforce, through the creation of a Salesforce Case (a "Support Case"). Level I and II issues, as described in 5.2 below, should also be reported to 24X7hub@exlibrisgroup.com.

5.2. Ex Libris Response to Support Cases:

Response Level	Description	Initial Response
I	<ul style="list-style-type: none"> ▪ The SaaS Service is not available 	1 hour
II	<ul style="list-style-type: none"> ▪ An inoperable production module 	2 hours
III	<ul style="list-style-type: none"> ▪ Other production performance related issues, typically a module feature working incorrectly 	1 business day

IV	<ul style="list-style-type: none"> ▪ Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests 	2 business days
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5.3. Updates relating to Support Cases

All incidents of Downtime which are known by Ex Libris are reported by Ex Libris to Participating Institution and available for Participating Institution to view via a designated link on the Participating Institution Portal ("**Downtime Status Page**"). In the event of Downtime, Ex Libris shall update the Downtime Status Page on an hourly basis until resolution of such Downtime event. All incidents of Downtime which are known by Ex Libris and which affect only Participating Institution will be communicated via a support case or by email.

5.4. Escalation

If Downtime is not resolved within two hours, then Ex Libris will escalate the matter to its 24x7 Team Hub Manager; if it is not resolved within four hours, then Ex Libris will escalate the matter to its Director of Support for North America; and if it is not resolved within eight hours, then Ex Libris will escalate the matter to its Global Support Director.

6. 24x7 Monitoring

The Ex Libris hub team provides 24x7 coverage for the SaaS Service by monitoring and alerting on any issues or problems with:

- servers
- operating systems
- network devices (switches/routers)
- backup systems
- server side performance

B. For Sandbox

Ex Libris makes no warranty or representation regarding Uptime. Ex Libris shall respond to Support Cases for Sandbox as follows:

- (i) Performance related issues: within two (2) business days.

Non-performance related matters, including: general questions, requests for information, documentation questions, and enhancement requests: within four (4) business days.

ANNEX B

SaaS Service-Specific Provisions

Provisions that apply specifically to Alma

1. DaaS – DATA AS A SERVICE

1.1 Both Participating Institution and Ex Libris may make content and data available in connection with the SaaS Service. The intent is to make content and data available which may be useful to others. The rights in connection with this content and data are as set forth below:

- (i) Participating Institution may choose to post certain Customer Data into a community zone which is accessible by all of the SaaS Service customers (the "**Community Zone**"). Participating Institution hereby grants to Ex Libris and to any customer of the SaaS Service a royalty-free, perpetual, irrevocable, worldwide, unrestricted license to use, copy, distribute, display, and create derivative works from, any Customer Data which is posted in the Community Zone (such derivative works, including any enhancements, enrichments or modifications, to be owned by Participating Institution and subject to the same unrestricted license);
- (ii) Material which Ex Libris posts to the Community Zone will continue to be owned by Ex Libris or its licensor;
 - (a) if it is owned by Ex Libris, then Ex Libris grants any user a royalty-free, perpetual, irrevocable, worldwide, unrestricted license to use, copy, distribute, display and create derivative works from, such material (such derivative works, including any enhancements, enrichments or modifications, to be owned by Ex Libris and subject to the same unrestricted license);
 - (b) if it is owned by a licensor, then the uses will be only those permitted by the licensor, which permitted uses shall be made known to the users of the Community Zone.

1.2 Notwithstanding anything else herein, as between the parties, material (excluding Customer Data) which Ex Libris posts to other products or data services, such as KnowledgeBase, or creates, such as indices based on other material, shall be owned by Ex Libris.

1.3 The parties agree that Ex Libris may replace the above-mentioned unrestricted license with a comparable Open License (as defined in Exhibit C).

Provisions that apply specifically to Primo

1. If the Participating Institution wishes to contribute usage logs to the bX service (the "**bX Service**"), the Participating Institution shall provide access to the Participating Institution's linking service, as specified in the Service FAQ available on Ex Libris' customer information site (currently: <http://registration.service.exlibrisgroup.com/customer/faq.do?product=bx>). All usage logs so contributed will be anonymized and the data will be encrypted during transfer from Participating Institution's linking server to the bX server. The Participating Institution agrees that all such data contributed to the bX Service will be used by the bX

Service on a perpetual, irrevocable basis, whether or not Participating Institution continues to contribute to the bX Service or terminates the Participating Institution.

2. Participating Institution shall comply with, and shall use reasonable efforts that each end user complies with the Primo Central Index Terms of Service and Primo Central Service Configuration and Display Guidelines, which can be viewed on the Customer Portal. Participating Institution further agrees that it shall not, nor will it allow any end user or third party to:
 - 2.1. Store or cache data accessible through the SaaS Service (the "Data") beyond the normal day-to-day use of an individual user;
 - 2.2. Return or display in the Data search results snippets of full text that exceed one hundred and sixty one (161) characters in length;
 - 2.3. Independently produce or display snippets in the Data search results when no such snippets are returned by the SaaS Service;
 - 2.4. Use the Data for or in connection with any application, product or service other than the SaaS Service;
 - 2.5. Create or repackage a database containing material amounts of Data;
 - 2.6. Merge Data with other data or records (whether or not obtained via the Primo Central Index), in any manner.
 - 2.7. Text mine, data mine or harvest metadata from the Data.

EXHIBIT C

Definitions

“Affiliate” means, with respect to an entity, another entity that controls, is controlled by, or is under common control with, the first entity.

“Subscription Agreement” means the Subscription Agreement, including its Exhibits and other attachments.

“Agreement Effective Date” means the date set forth in Section 2 of the Subscription Agreement, which is the date this Subscription Agreement goes into effect.

“Bibliographic Titles” means, the total number of descriptive metadata records managed within Alma, including both physical and e-book titles as well as locally managed authority records. This number excludes e-journal titles and digital metadata record counts.

“Community Zone” means the part of the Alma SaaS Service as further described in Annex B, where Ex Libris and the customers of the SaaS Service, have the option to load metadata, electronic resource and collection definitions (also known as the Knowledge Base) and authority records to be used by all participating customers, to streamline resource management processes, including ordering, cataloging, discovery, and related functions such as context sensitive linking services for end users, authority control and analytics.

“Current Agreement(s)” means those previously entered software license or subscription agreement(s) pursuant to Section 10.4 of the Addendum.

“Current Software” means the software and services listed on Annex D to the Addendum, as applicable in accordance with Section 10.4 of the Addendum.

“Customer Data” means, as set forth in Section 8, any business information, personal information or other data which League or Participating Institution stores, or provides to Ex Libris for storing, in the SaaS Service.

“Documentation” means, as set forth in Section 4 of the Addendum, materials published by Ex Libris for use by Participating Institutions, including manuals and other materials.

“Ex Libris” means the Ex Libris entity named in the first paragraph of this Subscription Agreement.

“FTE’s” consisting of the following categories of individuals:

- (i) then-currently enrolled students;
- (ii) then-current faculty (i.e., professors, lecturers and instructors); and
- (iii) then-current other personnel (e.g., library staff, university administrators etc.)

“Go Live Date” means the date on which the Participating Institution first uses the SaaS Service for commercial or production purposes, or makes the SaaS Service generally available to Participating Institution’s users, or uses the SaaS Service in any way beyond testing.

“Fee Schedule” means, the Fee Schedule(s) attached to this Subscription Agreement as Exhibit D.

“Licensor Data” means, as set forth in Section 1.1 of the Addendum, third-party data that may be accessed via the SaaS Service.

“Named Users” means, Participating Institutions’ users that have been entitled by the Participating Institutions with unique login credentials to the SaaS Service. Named Users may include Participating Institution’s employees, library student assistants, temporary staff, consultants, or contractors.

“Open License” means a license which allows a copyright owner to permanently relinquish copyrights to data of a bibliographic nature for the purpose of contributing to a commons of creative, cultural and scientific works that the public can reliably, and without liability for later claims of infringement, build upon, modify, incorporate in other data, reuse and redistribute freely in any form and for any purpose, including, without limitation, commercial purposes. Open Data Commons Public Domain Dedication and License (PDDL) and Creative Commons (CC) license are two of several public copyright licenses that are considered Open Licenses.

“Participating Institution” means, as set forth in the recitals of this Subscription Agreement, each subscribing Institution that has been granted a Subscription to the SaaS Services under this Subscription Agreement with Ex Libris.

“Personal Information” means, as set forth in Section 8.2.4 of the Addendum, personal information of Participating Institutions’ permitted users, such as its staff and patrons, and other third parties.

“Primo Documents” means, any full text or metadata records which are harvested (from Alma or other library sources such as institutional digital repositories) and made discoverable via Primo. The average record size of all Primo Documents must be under 5kb.

“Fee Schedules” means, as set forth in Section 6 of the Subscription Agreement and attached as Exhibit D, collectively the Initial Fee Schedule and any Additional Fee Schedules.

“SaaS” means Software as a Service.

“SaaS Service” means, as set forth in recitals of the Subscription Agreement, the Alma and Primo SaaS Service(s) and any additional SaaS services added by agreement of the parties.

“SaaS Service Contract Date” means, with respect to a SaaS Service, the date as of which that SaaS Service became a part of this Subscription Agreement. Accordingly, the SaaS Service Contract Date of a SaaS Service that was included on the Initial Fee Schedule would be the Agreement Effective Date. However, the SaaS Service Contract Date of a SaaS Service that was included on an Additional Fee Schedule subsequently prepared by Ex Libris, signed by the Customer and added to the Fee Schedule would be the date of the Customer’s signature on

such Additional Fee Schedule (or the date of any other amendment to this Subscription Agreement by which the SaaS Service was added).

“**SLA**” means, as set forth in Section 2.1 of the Addendum, the Service Level Agreement set forth on Annex A.

“**Subscription**” means, as set forth in Section 1.1 of the Addendum, the right to access and use the functionality of the SaaS Services.

“**Subscription Effective Date**” means, with respect to a Subscription, the beginning date of that Subscription as set forth in the Fee Schedule or otherwise in this Agreement.

“**Subscription Fee**” means, with respect to the relevant SaaS Service, the Subscription Fee set forth on the relevant Fee Schedule, as set forth in Section 6 of the Subscription Agreement.

“**Support Services**” means, as set forth in Section 2.1 of the Addendum, the maintenance and support services relating to the SaaS Service specified in the SLA.

“**Term**” means, with respect to a Subscription, the Term and any extensions, as set forth in Section 2 of the Subscription Agreement.

“**Termination Assistance Period**” means, as set forth in Section 8.2.11, the 45-day period immediately following the expiration or termination of a Subscription, during which Ex Libris will, upon Participating Institution’s request, make the Customer Data available to Participating Institution for download.

“**Third Party Programs**” means, as set forth in Section 3.3 of the Addendum, non-Ex Libris programs that interoperate with the SaaS Services.

“**Unique e-Journal Titles**” means, the total number of e-journal titles obtained by counting e-journals once even if they are available from multiple sources. This includes all e-journal titles managed in Alma and is not dependent on the manner they are accessed or acquired (e.g. subscriptions from content providers, open access collections, databases, etc.).

EXHIBIT D
Fee Schedule
ALMA & PRIMO
All Prices Quoted are in USD

1. Fees

(a) Annual Subscription Fees

- i. The 2021 initial annual Alma and Primo Subscription Fee for the Participating Institutions listed in Table A below is: \$1,922,449
- ii. 10 Standard Alma Sandboxes (to be shared amongst the consortium members) and 1 Standard Network Zone Sandbox is included in the annual Subscription Fee; it includes standard Ex Libris data and standard Ex Libris configuration.
- iii. 10 Standard Primo Sandboxes (to be shared amongst the consortium members) and 1 Standard Network Zone Sandbox are included in the annual Subscription Fee; it includes up to 100,000 records.

TABLE A—California Community Colleges Participating Institutions

Participating Institution Name
(Los Angeles Community College District) <ul style="list-style-type: none"> • East Los Angeles College Los Angeles City College Los Angeles Harbor College Los Angeles Mission College Los Angeles Pierce College Los Angeles Southwest College Los Angeles Trade Technical College Los Angeles Valley College West Los Angeles College
(Los Rios Community College District) <ul style="list-style-type: none"> • American River College Cosumnes River College Folsom Lake College Sacramento City College
(Peralta Community College District) <ul style="list-style-type: none"> • Berkeley City College College of Alameda Laney College Merritt College
(Riverside Community College District) <ul style="list-style-type: none"> • Moreno Valley College Norco College Riverside City College
(San Diego Community College District)

<ul style="list-style-type: none"> San Diego City College San Diego Mesa College San Diego Miramar College
<p>(San Jose Evergreen Community College District)</p> <ul style="list-style-type: none"> Evergreen Valley College San Jose City College
<p>(San Mateo Community College District)</p> <ul style="list-style-type: none"> Canada College College of San Mateo Skyline College
<p>(State Center Community College District)</p> <ul style="list-style-type: none"> Clovis Community College Fresno City College Madera Community College Reedley College
<p>(West Hills Community College District)</p> <ul style="list-style-type: none"> West Hills College -- Coalinga West Hills College Lemoore
<p>(Yuba Community College District)</p> <ul style="list-style-type: none"> Woodland Community College Yuba College
Allan Hancock College
Antelope Valley College
Bakersfield College
Barstow College
Butte College
Cabrillo College
Cerritos College
Cerro Coso Community College
Chabot College
Chaffey College
Citrus College
City College of San Francisco
Coastline Community College
College of the Canyons
College of the Desert
College of the Redwoods
College of the Sequoias

College of the Siskiyous
Columbia College
Compton College
Contra Costa College
Copper Mountain College
Crafton Hills College
Cuesta College
Cuyamaca College
Cypress College
De Anza College
Diablo Valley College
El Camino College
Feather River College
Foothill College
Fullerton College
Gavilan College
Glendale Community College
Golden West College
Grossmont College
Hartnell College
Imperial Valley College
Lake Tahoe Community College
Las Positas College
Lassen Community College
Long Beach City College
Los Medanos College
Mendocino College
Merced College
MiraCosta College
Mission College
Modesto Junior College
Monterey Peninsula College
Moorpark College

Mt. San Antonio College
Mt. San Jacinto College
Ohlone College
Orange Coast College
Oxnard College
Palo Verde College
Palomar College
Pasadena City College
Porterville College
Rio Hondo College
San Bernardino Valley College
San Joaquin Delta College
Santa Ana College
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Santiago Canyon College
Shasta College
Sierra College
Southwestern College
Taft College
Ventura College
Victor Valley College
West Valley College

2. Subscription Fee Increases:

Following the end of the first year of the Term, prices for the Subscription Fee and other services may be increased by Ex Libris from time to time upon notice to the League, but not more than 4% (four percent) per year for the second year of the Term and not more than 4.5% (four and a half percent) per year for the third year of the Term, in each case, for the relevant scope/parameters specified in the Fee Schedule.

3. Access and Use Restrictions:

Usage of the SaaS Service is limited to:

- (a) Participating Institutions and is not for the use of any other campus, college, university, library or entity of any kind. Any use of the SaaS Service by any other entity is strictly prohibited and is considered a material breach of the Subscription Agreement. For the sake of clarity, Participating Institution's authorized users may access the SaaS Services from outside of Customer's jurisdiction, but Customer shall ensure that it is entitled to transfer Customer Data and Personal Information from and to any such Customer user location and shall be responsible for compliance with privacy laws applicable to such transfers.
- (b) Alma subscription for up to: (i) 1,437 Named Users (includes special increase of 287 beyond the priced Named Users of 1,150) for Alma (ii) thirty (30) users for each Alma Sandbox; (iii) 20,000,000 Bibliographic Titles (including e-books and local authority records) (includes special increase of 9,347,403 beyond the priced Bibliographic Titles of 10,652,597); and (iv) 1,149,466 Unique e-Journal Titles.
- (c) A subscription to manage the following resource types in Alma: (i) Print; and (ii) Electronic.
- (d) Primo subscription is for up to (i) 20,000,000 Primo Documents (ii) 495,503FTE's; and (iii) 110 Participating Institutions.
- (e) Growth Pricing: For a period of thirty-six (36) months from January 1, 2021, League may increase the number of Named Users and Bibliographic Titles subscribed hereunder as set forth above, at the following prices:
 - i. \$500 per year increase of annual Subscription Fees for each additional Named User.
 - ii. \$5,675 per year increase of the annual Subscription Fee for each additional 500,000 Bibliographic Titles (increases are in minimum blocks of 500,000).
 - iii. Pricing for additional e-journal Titles and FTEs will be quoted by Ex Libris should increases become relevant.
 - iv. Solely with respect to additional Named Users and Bibliographic Titles purchased during the period between January 1, 2021 and December 31, 2023, League shall be entitled to a special 25% discount on the prices set forth above.

For the sake of clarity, any annual increases applied to the Subscription Fees paid hereunder shall be applied to the forgoing prices on a proportional basis.

- (f) Grace Period and Initial True Up: The parties acknowledge that the Participating Institutions currently exceed the level of Named Users and Bibliographic Titles subscribed under this Subscription Agreement and set forth above (the "Subscribed Parameters"). Ex Libris agrees to provide a grace period until March 31, 2021 to provide the Participating Institutions with the opportunity to reduce their collective usage to meet the Subscribed Parameters without charging for such excess. Following March 31, 2021, Ex Libris shall measure the actual usage and to the extent the actual usage of the SaaS Services exceeds the Subscribed Parameters, the annual Subscription Fees and Subscribed Parameters under this Agreement shall be increased by such excess in accordance with the growth prices set forth above in Section 3(e). Solely with respect to the period from January 1 through December 31, 2021, the full amount of such increase

in Subscription Fees shall be added to, and payable as part of, the second invoice and payment of Subscription Fees (due July 15, 2021) as set forth in Section 4(a) below.

- (g) **One Time Participating Institution Reduction:** League shall have the one-time right, upon written notice to Ex Libris provided no later than March 31, 2021, to remove Participating Institutions from this Agreement (each a "Withdrawing Institution") with a reduction of each of the access and use parameters (e.g., Named Users, Bibliographic Titles, e-Journal Titles, FTE's, etc.) ("Metrics Reduction Amount") according to each Withdrawing Institution's Proportional Percentage (as defined below); provided that the aggregate reduction for all Withdrawing Institutions may not exceed an amount representing more than 5% of the annual Subscription Fees. From and after April 1, 2021, each such Withdrawing Institution shall no longer have access to the SaaS Services and shall be removed as a Participating Institution from the Agreement. Effective from and after April 1, 2021 and so long as the actual usage by all Participating Institutions have been reduced below the total subscribed access and use parameters set forth herein by the aggregate Metrics Reduction Amount for all Withdrawing Institutions, League will be entitled to a proportional reduction of the Alma and Primo Subscription Fees, which reduction will in no event exceed 5% of the total annual Subscription Fees hereunder. With respect to the period between April 1, 2021 and June 30, 2021, a pro rata credit with respect to any reduction in accordance with the foregoing shall be applied to the second invoice and payment of Subscription Fees (due July 15, 2021) as set forth in Section 4(a) below.

For purposes hereof, a "Withdrawing Institution's Proportional Percentage" shall be calculated by taking the percentage of the total Initial Annual Alma and Primo Subscription Fees paid under the Implementation Agreement, represented by the total annual Alma and Primo Subscription Fees set forth for the Withdrawing Institution in Table A of Exhibit D of the Implementation Agreement.

4. **Payment Schedule:**

- (a) Payment of the Subscription Fee becomes due upon Ex Libris submitting invoices to the League in accordance with Section 9, Invoicing, and Section 10, Payment, of the Subscription Agreement, and upon reaching the below payment milestones. For the sake of clarity, Ex Libris may invoice in advance of such milestones, but payment will not be due before the relevant date set forth below:

50% of the annual SaaS Service Subscription Fee for each year is due on or prior to January 15 of such year.

The remaining 50% of the annual SaaS Service Subscription Fee for each year is due on or prior to July 15 of such year.
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- (b) **Annual Subscription Fee:** The initial Subscription Fee is for the one-year period commencing on January 1, 2021 (the "**Subscription Effective Date**"), and each subsequent Subscription Fee is for the one-year period commencing on each

anniversary thereof. The Subscription Fee for the first year and subsequent years of Subscription is due as set forth above.

- (c) Increase in Scope of Subscription: In the event the scope of the Subscription is extended beyond the Access and Use Restrictions initially set forth in this Fee Schedule, the annual Subscription Fee shall be increased in accordance with this Fee Schedule from the time said extension is granted by Ex Libris, without regard to the annual cap on increases set forth in Section 3 of the Fee Schedule.
- (d) All prices and fees stated in this Fee Schedule exclude all applicable sales tax or any other direct or indirect tax, charge, duty or assessment, all of which shall be added to the fees and paid by League (except for taxes based upon Ex Libris' net income). Payment of the fees shall be made without deduction or withholding of any amount, tax or government charge. If the League is a tax-exempt institution, the League will supply Ex Libris with appropriate certification of its tax-exempt status within ten (10) days of the Agreement Effective Date and will promptly notify Ex Libris of any change to such status.

Exhibit C

College	College's Allocation of Named Users	College's Allocation of Bibliographic Titles

Date: January 25, 2020
Submitted by: Xiaohong Li, Interim Executive Director of Information Technology
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: February 10, 2021

Title of Board Item:

ABTECH Technologies Quotation #ABTQ10254 Red Hat License for IT Servers.

Background:

The campus purchased new virtual machine hardware to replace aging equipment. This new hardware will need the Red Hat server licenses which renews annually.

Terms (if applicable):

The one-year license subscription will be valid for one year from date of equipment and software installation.


Expense (if applicable):

The total cost of the annual subscription is \$2,096.84.

Fiscal Impact Including Source of Funds (if applicable):

This cost will be paid with Federal COVID funds.

Approved: _____


Dr. Debra Daniels, Superintendent/President



Quotation

Number ABTQ10254
Date Dec 15, 2020
Expires Feb 13, 2021
Terms NET 30

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

Qty	Part No.	Description	Unit Price	Ext. Price
2	RH00059	High Availability For Red Hat Enterprise Linux Server with Unlimited Guests	\$1,048.42	\$2,096.84

SubTotal:	\$2,096.84
*Tax:	\$0.00
*Shipping:	\$0.00
Total:	\$2,096.84

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

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

Date: January 26, 2021
Submitted by: Severo Balason, VP of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: February 10, 2021

Title of Board Item:

Contract for Professional Services with The Scholarship Expert for a Zoom Presentation: "How to Apply for Scholarships"

Background:

Students will receive instruction from "The Scholarship Expert" on how to fill out scholarship applications, how to research and find scholarships, how to write a competitive essay, and strategies for "winning" scholarships. The Zoom presentation will also be recorded and placed on canvas for students who are unable to attend.

Terms (if applicable):

One hour session on Tuesday, March 2, 2021. that will be recorded and placed on canvas for students who are unable to attend.

Expense (if applicable):

The independent contractor shall receive a total of \$500.00 for services provided.

Fiscal Impact Including Source of Funds (if applicable):

This will be paid for by 2020-2021 Associated Student Organization General Funds.

Approved: 

Dr. Debra Daniels, Superintendent/President

**TAFT COLLEGE
CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is entered into by and between TAFT COLLEGE and The Scholarship Expert ("Independent Contractor"). The agreement is effective (the "Effective Date") upon the date this Contract is signed by both Parties.

Recitals

1. The college desires to obtain the services of a consultant especially trained and experienced in rendering the following services:

instruction on applying for scholarships

(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 instruction on applying for scholarships as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the college.

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 on 03/02/2021 at 12 P.M. (Pacific Time) through 03/02/2021 at 1 P.M (P.T.) or later if The Scholarship Expert deems it necessary to complete the presentation. All work shall be performed at the discretion of the contractor unless otherwise agreed.
3. **Services to be Provided.** The services to be provided to the college by the Independent Contractor include but are not necessarily limited to the following:
a presentation given via Zoom video conference including how to find scholarships,

strategies for winning scholarships, and writing a competitive scholarship essay. TAFT

COLLEGE will record the meeting.

Independent Contractor Agreement Page 2

4. **Compensation.** Independent Contractor shall be paid a one time fee of \$500 for the previously mentioned services. TAFT COLLEGE will pay the fee through the invoice sent by Independent Contractor.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the college, 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 college.
6. **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.

Date of Taft College Board Approval:

Taft College :

By: _____


(Signature)

Dr. Debra S. Daniels

(Printed Name)

Superintendent/President

(Title)

Date: _____

Independent Contractor:



(Signature)

1420 Trimble Ave

(Address)

Kalamazoo, MI 49048

85-2147416

(Social Security # or TIN #)

Date: 1/25/2021

Date: January 27, 2021
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services *Bm*
Subject: Request for Approval

Board Meeting Date: February 10, 2021

Title of Board Item:

Request for Approval of a Service Agreement with Forklift Specialties, Inc., for planned equipment maintenance.

Background:

The Facilities Department is requesting approval to enter into a service agreement with Fork Lift Specialties, Inc. This agreement covers planned equipment maintenance for the Department's Toyota Forklift, and the Genie Scissor Lift.

Terms (if applicable):

Equipment service will be performed every sixty days at the Taft College Maintenance Department.

Expense (if applicable):

\$352.81 every sixty days. \$2,116.86 annually.

Fiscal Impact Including Source of Funds (if applicable):

These funds are in the FY 20/21 Budget under outside labor (equipment).

Approved: 

Dr. Debra Daniels, Superintendent/President

Quote # 74700213

Quote Date 1/14/2021

Terms - Net 30

P.M. Quote

Salesman: Kyle Hill

Writer:

BILL

TO: WKCCD
West Kern Community College District
Taft College
29 Cougar Ct
Taft, CA 93268

SHIP

TO: WKCCD
West Kern Community College District
Taft College
29 Cougar Ct
Taft, CA 93268

661-763-7700 - Fax 661-763-7828

661-763-7700

PO #	Ship Via	FOB	PM Due Date	Make Toyota	Model 8FGU25	Serial # 20204	Unit #	Meter 0
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OM Service

Part #	Warehouse	Description	Bin	Qty	Each	Extended
800050990	Bakersfield	FILTER - AIR	CBA2	1	20.25	20.25
800009885	Bakersfield	FILTER - OIL	DDE6	1	9.56	9.56
1351-2001	Bakersfield	Inner Slide Lube	DAE2	1	8.95	8.95
85213	Bakersfield	Graphite spray	DAE1	1	8.95	8.95
1351-5028	Bakersfield	Battery Protector	DAD2	1 NA	10.75	10.75
150018196Q	Bakersfield	Oil 15-40QT	SHOP	5	6.24	31.20
Waste Oil Recovery				1		2.50
Misc Field Supplies				1		5.00
Trip Surcharge				1		15.00
Labor						90.00

Sub Total	\$202.16
Tax @ 7.25%	\$6.86
Total	\$209.02

Quote # 74700214

Quote Date 1/14/2021

Terms - Net 30

P.M. Quote

Salesman: Kyle Hill

Writer:

BILL

TO: WKCCD
West Kern Community College District
Taft College
29 Cougar Ct
Taft, CA 93268

SHIP

TO: WKCCD
West Kern Community College District
Taft College
29 Cougar Ct
Taft, CA 93268

661-763-7700 - Fax 661-763-7828

661-763-7700

PO #	Ship Via	FOB	PM Due Date	Make Genie	Model GS-2632	Serial # 755141	Unit #	Meter 0
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OM Service

Part #	Warehouse	Description	Bin	Qty	Each	Extended
1351-2001	Bakersfield	Inner Slide Lube	DAE2	1	8.95	8.95
1351-4017	Bakersfield	Battery Cleaner Spray 15 oz	DAD1	1	6.47	6.47
1351-5028	Bakersfield	Battery Protector	DAD2	1 NA	10.75	10.75
150014287	Bakersfield	Grease S3 V220C	N.WALL	1	5.00	5.00
Misc Field Supplies				1		5.00
Trip Surcharge				1		15.00
Labor						90.00

Sub Total	\$141.17
Tax @ 7.25%	\$2.62
Total	\$143.79

Taft College Check Register Report

01-January-21 through 31-January-21

FY 20-21

78050496	01/11/2021	A00285759	Abney, Alyssa R.	S0050549	11000	9526	100.00
78050497	01/11/2021	A00295983	Ahmad, Asia	S0050537	11000	9526	100.00
78050498	01/11/2021	A00283699	Alcala, Teayana S.	S0050550	11000	9526	100.00
78050499	01/11/2021	A00305826	Ayon, Delia M.	S0050551	11000	9526	100.00
78050500	01/11/2021	A00297553	Barbour, Ashley C.	S0050552	11000	9526	100.00
78050501	01/11/2021	A00303310	Berry, Teerica S.	S0050533	11000	9526	68.00
				S0050553	11000	9526	100.00
78050502	01/11/2021	A00275287	Burley, Theresa M.	S0050521	11000	9526	2.00
78050503	01/11/2021	A00307388	Casillas, Britney	S0050554	11000	9526	100.00
78050504	01/11/2021	A00300432	Cazares, Sharri E.	S0050555	11000	9526	462.00
78050505	01/11/2021	A00308839	Chauhan, Sidney P.	S0050545	11000	9526	100.00
78050506	01/11/2021	A00308777	Chauhan, Surinder P.	S0050556	11000	9526	100.00
78050507	01/11/2021	A00013200	Coats, Meagen C.	S0050557	11000	9526	100.00
78050508	01/11/2021	A00303573	Contreras, Oscar	S0050534	11000	9526	46.00
78050509	01/11/2021	A00305225	Corona Martinez, Jasmin	S0050558	11000	9526	100.00
78050510	01/11/2021	A00308107	Corral, Rosa J.	S0050559	11000	9526	100.00
78050511	01/11/2021	A00306802	Cox, Hannah P.	S0050560	11000	9526	100.00
78050512	01/11/2021	A00302452	Curry, Sarah R.	S0050561	11000	9526	100.00
78050513	01/11/2021	A00269831	Davis, Bradley A.	S0050562	11000	9526	184.00
78050514	01/11/2021	A00279056	Delouth, Raven L.	S0050563	11000	9526	184.00
78050515	01/11/2021	A00314598	Desiderio, Lizabeth	S0050543	11000	9526	100.00
78050516	01/11/2021	A00308098	Espinoza, Elijah J.	S0050564	11000	9526	100.00
78050517	01/11/2021	A00068733	Esquibel-Collins, Joanne N.	S0050565	11000	9526	100.00
78050518	01/11/2021	A00297591	Flores, Daniela	S0050520	11000	9526	46.00
78050519	01/11/2021	A00305527	Flores, Julisa I.	S0050566	11000	9526	100.00
78050520	01/11/2021	A00258976	Flores, Lisa L.	S0050528	11000	9526	138.00
78050521	01/11/2021	A00304045	Garcia, Vanessa L.	S0050567	11000	9526	100.00
78050522	01/11/2021	A00310088	Garcia Cruz, Juliet	S0050568	11000	9526	100.00
78050523	01/11/2021	A00308477	Gomez, Savannah A.	S0050544	11000	9526	251.00
78050524	01/11/2021	A00298696	Gonzales, Chrystal M.	S0050531	11000	9526	100.00
78050525	01/11/2021	A00305605	Gonzalez, Guadalupe	S0050569	11000	9526	100.00
78050526	01/11/2021	A00007846	Gonzalez, Maria	S0050570	11000	9526	100.00
78050527	01/11/2021	A00294520	Gonzalez, Perla C.	S0050571	11000	9526	100.00
78050528	01/11/2021	A00242565	Gonzalez, Stefani M.	S0050524	11000	9526	458.00
78050529	01/11/2021	A00307017	Green, Christopher	S0050572	11000	9526	100.00
78050530	01/11/2021	A00296331	Guerrero, Annessa N.	S0050538	11000	9526	100.00
78050531	01/11/2021	A00307762	Gutierrez, Nathan T.	S0050573	11000	9526	1,104.00
78050532	01/11/2021	A00272459	Haswell, Dawn M.	S0050574	11000	9526	100.00
78050533	01/11/2021	A00279326	Heath, Chyanne M.	S0050575	11000	9526	100.00
78050534	01/11/2021	A00304210	Hernandez, Laura	S0050576	11000	9526	100.00
78050535	01/11/2021	A00268809	Hill, Regina K.	S0050577	11000	9526	100.00
78050536	01/11/2021	A00272785	Howard, Susan R.	S0050578	11000	9526	100.00
78050537	01/11/2021	A00307804	Hutchins, Joseph M.	S0050579	11000	9526	46.00
78050538	01/11/2021	A00314644	Joplin, Tabitha L.	S0050580	11000	9526	100.00
78050539	01/11/2021	A00311625	Langston, Allison M.	S0050581	11000	9526	900.00
78050540	01/11/2021	A00307629	Leal Ruiz, Efrain	S0050582	11000	9526	100.00
78050542	01/11/2021	A00316156	Lopez, Adamari	S0050547	11000	9526	2.00
				S0050584	11000	9526	100.00
78050543	01/11/2021	A00255760	Lopez, Chelcie B.	S0050527	11000	9526	826.00
78050544	01/11/2021	A00297614	Lopez, Gabriel A.	S0050585	11000	9526	100.00
78050545	01/11/2021	A00298737	Maino, Aloalii Z.	S0050586	11000	9526	100.00

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78050546	01/11/2021	A00312591	Marcicano, Alma P.	S0050587	11000	9526	100.00
78050547	01/11/2021	A00263891	Martinez Ceballos, Diego A.	S0050588	11000	9526	100.00
78050548	01/11/2021	A00296640	Medina, Alyssa M.	S0050540	11000	9526	100.00
78050549	01/11/2021	A00304130	Medina, Briana Y.	S0050589	11000	9526	100.00
78050550	01/11/2021	A00303707	Medina, Melanie G.	S0050590	11000	9526	100.00
78050551	01/11/2021	A00317405	Mejia, Hedar	S0050548	11000	9526	692.00
78050552	01/11/2021	A00307817	Miranda Cota, Jordan	S0050591	11000	9526	100.00
78050553	01/11/2021	A00307557	Mireles, Isaias	S0050592	11000	9526	100.00
78050554	01/11/2021	A00295199	Montes, Ana J.	S0050536	11000	9526	100.00
78050555	01/11/2021	A00298278	Montgomery, Hayley	S0050530	11000	9526	2.00
78050556	01/11/2021	A00211551	Montoya, Juana B.	S0050593	11000	9526	100.00
78050557	01/11/2021	A00307001	Munoz, Brandon M.	S0050594	11000	9526	100.00
78050558	01/11/2021	A00307755	Norzagaray, Carlos H.	S0050595	11000	9526	100.00
78050559	01/11/2021	A00267149	Null, Whisper-Lynn D.	S0050596	11000	9526	100.00
78050560	01/11/2021	A00289070	Olayo, Marisol	S0050597	11000	9526	100.00
78050561	01/11/2021	A00065914	Olayo, Martin	S0050598	11000	9526	100.00
78050562	01/11/2021	A00297372	Orozco, Breanna N.	S0050541	11000	9526	100.00
78050563	01/11/2021	A00297357	Pablo, Vanessa	S0050599	11000	9526	100.00
78050564	01/11/2021	A00294470	Peltier, Aaron C.	S0050600	11000	9526	100.00
78050565	01/11/2021	A00242661	Pena, Katelynn G.	S0050525	11000	9526	100.00
78050566	01/11/2021	A00295975	Pena, Maryann G.	S0050601	11000	9526	100.00
78050567	01/11/2021	A00292827	Perez, Joshua E.	S0050602	11000	9526	44.00
78050568	01/11/2021	A00300395	Perez, Pamela S.	S0050603	11000	9526	100.00
78050569	01/11/2021	A00306853	Pineda, Gloria	S0050604	11000	9526	100.00
78050570	01/11/2021	A00307655	Pinkley Rogers, Christian T.	S0050605	11000	9526	100.00
78050571	01/11/2021	A00306337	Pulido, Jasmine	S0050606	11000	9526	100.00
78050572	01/11/2021	A00243608	Ramirez, Melissa	S0050526	11000	9526	100.00
78050573	01/11/2021	A00286374	Romo Rosales, Vania M.	S0050523	11000	9526	100.00
78050574	01/11/2021	A00297888	Rosales, Lorena	S0050607	11000	9526	100.00
78050575	01/11/2021	A00296636	Rosas, Maria F.	S0050539	11000	9526	100.00
78050576	01/11/2021	A00305581	Salmoran, Jhonathan	S0050546	11000	9526	100.00
78050577	01/11/2021	A00285580	Sanchez, Anaruth M.	S0050608	11000	9526	100.00
78050578	01/11/2021	A00304175	Scott, Shannon E.	S0050609	11000	9526	100.00
78050579	01/11/2021	A00022228	Scott, Susan C.	S0050610	11000	9526	100.00
78050580	01/11/2021	A00298231	Sebastian, Carmen L.	S0050611	11000	9526	100.00
78050581	01/11/2021	A00291410	Sebastian, Luis D.	S0050612	11000	9526	100.00
78050582	01/11/2021	A00299072	Segura, Dominique	S0050613	11000	9526	100.00
78050583	01/11/2021	A00295048	Self, Zachary J.	S0050535	11000	9526	230.00
78050584	01/11/2021	A00298236	Silva Almanza, Acsiris L.	S0050614	11000	9526	100.00
78050585	01/11/2021	A00316543	Solis, Fernando	S0050615	11000	9526	46.00
78050586	01/11/2021	A00284418	Terriquez, Rejina G.	S0050616	11000	9526	506.00
78050587	01/11/2021	A00272471	Thomas, Haylee R.	S0050529	11000	9526	100.00
78050588	01/11/2021	A00303468	Tiwana, Sumeet	S0050617	11000	9526	100.00
78050589	01/11/2021	A00279239	Uriarte, Javier A.	S0050618	11000	9526	100.00
78050590	01/11/2021	A00308111	Vazquez, Oscar	S0050619	11000	9526	100.00
78050591	01/11/2021	A00304195	Velazquez, Ernesto	S0050620	11000	9526	100.00
78050592	01/11/2021	A00307727	Velez, Hector A.	S0050621	11000	9526	184.00
78050593	01/11/2021	A00303922	Villasenor, Makayla D.	S0050622	11000	9526	690.00
78050594	01/11/2021	A00285802	Wilkerson, Amanda N.	S0050522	11000	9526	100.00
78050595	01/11/2021	A00297433	Woggn, Yuvia	S0050542	11000	9526	134.00
78050596	01/11/2021	A00299631	Yochum, Rachael H.	S0050532	11000	9526	100.00

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					33591	310	5612	69200	60.54
					11000	207	5612	49999	242.15
					11000	202	5612	60100	242.15
					11000	110	5612	66003	80.72
					11000	202	5612	60100	80.72
					11000	114	5612	66005	80.72
					11000	202	5612	60100	242.15
					11000	421	5612	67200	108.96
					11000	401	5612	67200	24.22
					11000	411	5612	67300	108.97
					39000	314	5612	64991	242.15
					12551	353	5612	64600	60.54
					11000	301	5612	64500	60.54
					11000	302	5612	63100	60.54
					11000	358	5612	62100	60.54
					11000	421	5612	67200	242.15
					11000	401	5612	67200	242.15
					11000	401	5612	67200	242.15
					31000	423	5612	69100	242.15
					31000	423	5612	69100	152.90
					12495	319	5612	61900	55.50
78050876	01/21/2021	A00200284U.S. Foods	I0063863	5647308	33429	310	4410	69250	608.35
			I0063873	5531723	33429	310	4410	69250	717.03
78050877	01/21/2021	A00000456Uribe, Jose	I0063870	OCT 20	35000	000	5633	69700	570.00
78050878	01/21/2021	A00200338Verizon Wireless	I0063889	98699579	11000	431	5840	65100	90.87
78050879	01/21/2021	A00200338Verizon Wireless	I0063892	98699551	11000	113	5840	67801	76.02
					12551	353	6415	64600	38.01
78050880	01/21/2021	A00200355West Kern Water District	I0063849	011321	33428	310	5810	69200	29.92
					33528	310	5810	69200	29.92
					33588	310	5810	69200	29.88
78050881	01/21/2021	A00200355West Kern Water District	I0063854	01/13/21	11000	431	5810	65700	148.92
					39000	314	5810	64991	27.45
					12433	314	5810	69800	0.00
					12433	314	5810	69800	3.05
78050882	01/21/2021	A00200355West Kern Water District	I0063900	010821	11000	431	5810	65700	399.81
					39000	314	5810	64991	73.70
					12433	314	5810	69800	0.00
					12433	314	5810	69800	8.19
78050883	01/21/2021	A00201081Westside Waste Management Co	I0063869	3376	35000	000	5850	69700	97.53
78050884	01/21/2021	A00200388Zee Medical Service Co.	I0063910	34-20852	12477	203	4310	61200	80.24
									=====
							BANK TOTAL		1,598,221.93

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USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A	
ABAUER	01/04/2021	A00271247	Mendenhall, Janis Lee.	P0055803	12/23/2020	12/23/2020				\$150.00	
	01/26/2021	A00252942	TC Federal Financial Aid Cle	P0055909	01/26/2021	01/26/2021				\$545.00	
							TOTAL USER			\$695.00	
AOMEGA	01/12/2021	A00320074	LaPorte, Bryant B..	P0055830	01/07/2021	01/07/2021				\$1,150.00	
	01/16/2021	A00200393	Sparkletts	P0055840	01/11/2021	01/11/2021				\$25.51	
	01/19/2021	A00200655	Henry Schein, Inc.	P0055831	01/07/2021	01/07/2021				\$2,564.84	
				P0055841	01/11/2021	01/11/2021				\$1,199.51	
	01/22/2021	A00200536	Praxair Distribution, Inc.	P0055870	01/19/2021	01/19/2021				\$477.21	
				A00200655	Henry Schein, Inc.	P0055869	01/19/2021	01/19/2021			
				P0055875	01/19/2021	01/19/2021				\$117.95	
				P0055876	01/19/2021	01/19/2021				\$190.34	
				P0055877	01/19/2021	01/19/2021				\$29.16	
			A00202979	Health First Corporation	P0055887	01/20/2021	01/20/2021				\$159.55
	01/25/2021	A00200655	Henry Schein, Inc.	P0055874	01/19/2021	01/19/2021				\$1,072.08	
	01/26/2021	A00200498	Office Depot	P0055913	01/26/2021	01/26/2021				\$37.73	
							TOTAL USER			\$7,056.89	
BCRAMER	01/27/2021	A00200498	Office Depot	P0055895	01/22/2021	01/27/2021				\$214.49	
							TOTAL USER			\$214.49	
DDURAN	01/05/2021	A00201045	Golling, Greg P.	P0055807	01/04/2021	01/04/2021				\$750.00	
	01/06/2021	A00234666	Sigma-Aldrich, Inc.	P0055806	01/04/2021	01/04/2021				\$654.65	
		A00200839	School Savers	P0055808	01/04/2021	01/04/2021				\$139.50	
				P0055814	01/05/2021	01/05/2021				\$349.45	
	01/07/2021	A00320338	Southern Labware, Inc.	P0055828	01/07/2021	01/07/2021				\$3,392.28	
	01/11/2021	A00200498	Office Depot	P0055836	01/11/2021	01/11/2021				\$248.74	
	01/13/2021	A00212896	Foundation for California Co	P0055820	01/06/2021	01/06/2021				\$14,131.04	
		A00200146	Carolina Biological Supply C	P0055838	01/11/2021	01/11/2021				\$500.00	
	01/14/2021	A00200432	Taft Union High School	P0055860	01/13/2021	01/13/2021				\$5,000.00	
		A00200498	Office Depot	P0055842	01/12/2021	01/12/2021				\$47.18	
		A00202272	VWR International	P0055837	01/11/2021	01/11/2021				\$2,725.09	
		A00200092	Bio Rad	P0055827	01/07/2021	01/07/2021				\$29,792.50	
	01/19/2021	A00232538	Ward's Natural Science	P0055863	01/13/2021	01/13/2021				\$5,168.63	
	01/20/2021	A00200161	CDW-G	P0055880	01/19/2021	01/19/2021				\$107.42	
	01/25/2021	A00283088	Mitchell, David Thomas.	P0055902	01/25/2021	01/25/2021				\$99.00	
		A00200161	CDW-G	P0055901	01/25/2021	01/25/2021				\$84.73	
	A00200498	Office Depot	P0055899	01/25/2021	01/25/2021				\$183.28		
			P0055900	01/25/2021	01/25/2021				\$54.84		
01/27/2021	A00202272	VWR International	P0055783	12/15/2020	12/15/2020				\$2,805.28		
	A00200161	CDW-G	P0055898	01/25/2021	01/25/2021				\$44.81		
01/28/2021	A00320018	Integrated DNA Technologies,	P0055938	01/28/2021	01/28/2021				\$334.53		

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		A00320652	Thomas Scientific, LLC	P0055940	01/28/2021	01/28/2021				\$3,313.13
							TOTAL USER			\$69,926.08
DHICKS	01/06/2021	A00200161	CDW-G	P0055816	0	01/06/2021	01/06/2021			\$260.96
		A00200290	Elumen	P0055818		01/06/2021	01/06/2021			\$14,185.00
	01/07/2021	A00248932	Abtech	P0055821		01/06/2021	01/06/2021			\$282.63
	01/12/2021	A00200161	CDW-G	P0055816		01/06/2021	01/06/2021			\$260.96
	01/13/2021	A00253023	Ellucian Company L.P.	P0055819		01/06/2021	01/06/2021			\$209,814.01
	01/14/2021	A00200400	Stinson's	P0055825		01/07/2021	01/08/2021			\$108.10
	01/20/2021	A00200161	CDW-G	P0055873		01/19/2021	01/19/2021			\$5,169.20
	01/26/2021	A00264649	Convergint Technologies, LLC	P0055846		01/12/2021	01/12/2021			\$800.00
				P0055862		01/13/2021	01/13/2021			\$800.00
	01/27/2021	A00200400	Stinson's	P0055911		01/26/2021	01/26/2021			\$131.45
							TOTAL USER			\$231,551.35
DRIOS	01/06/2021	A00200355	West Kern Water District	P0054579		07/01/2020	07/01/2020			\$500.00
		A00000456	Uribe, Jose	P0055802		12/23/2020	12/23/2020			\$570.00
		A00200508	P. G. & E.	P0055313		09/24/2020	09/24/2020			\$1,500.00
		A00201586	Dodson, John	P0055811	0	01/05/2021	01/05/2021			\$49.00
		A00292936	Albertson's LLC	P0054801		07/16/2020	07/16/2020			\$2,000.00
	01/12/2021	A00201586	Dodson, John	P0055811		01/05/2021	01/05/2021			\$49.00
		A00319584	Therap Services LLC	P0055653		11/17/2020	11/17/2020			\$7,788.00
		A00200161	CDW-G	P0055734		12/08/2020	12/08/2020			\$1,546.43
				P0055735		12/08/2020	12/08/2020			\$12,296.97
	01/14/2021	A00200282	True Value Home Center	P0054798		07/16/2020	07/16/2020			\$2,500.00
		A00200498	Office Depot	P0054799		07/16/2020	07/16/2020			\$2,500.00
							TOTAL USER			\$31,250.40
GDUNHAM	01/12/2021	A00200426	Taft College Cafeteria	P0055834		01/11/2021	01/11/2021			\$21.44
							TOTAL USER			\$21.44
HCASH	01/27/2021	A00108728	Issue Trak, Inc	P0055928		01/27/2021	01/27/2021			\$3,640.00
		A00200862	Taft College Bookstore	P0055926		01/27/2021	01/27/2021			\$3,054.44
		A00279164	Instructure, Inc.	P0055927		01/27/2021	01/27/2021			\$1,051.50
							TOTAL USER			\$7,745.94
JEDMAISTON	01/05/2021	A00200498	Office Depot	P0055810		01/05/2021	01/05/2021			\$124.86
	01/13/2021	A00200119	C.A. Reding Company, Inc.	P0055857		01/13/2021	01/13/2021			\$122.64
		A00306660	Advanced Data Storage, Inc.	P0055856		01/13/2021	01/13/2021			\$34.50
	01/27/2021	A00268861	Sports Imports, Inc.	P0055872		01/19/2021	01/19/2021			\$31.52
		A00275443	WestAir Gases & Equipment In	P0055885		01/19/2021	01/19/2021			\$27.20
				P0055925		01/27/2021	01/27/2021			\$168.00

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		NUMBER	NAME	NUMBER	DATE				
	01/28/2021	A00318628	Blue Frame Technology, LLC	P0055918	01/27/2021	01/27/2021			\$700.00

						TOTAL USER			\$1,208.72
JMADDING	01/05/2021	A00270674	Public Agency Law Group	P0055804	01/04/2021	01/04/2021			\$3,006.00
		A00319544	FFP Fund V Lessee1, LLC	P0055809	01/05/2021	01/05/2021			\$9,563.44
	01/06/2021	A00200308	Federal Express Corporation	P0055805	01/04/2021	01/04/2021			\$44.04
		A00257716	Capitol Public Finance Group	P0055817	01/06/2021	01/06/2021			\$5,600.00
	01/13/2021	A00200052	AP Architects	P0055844	01/12/2021	01/12/2021			\$21,701.51
		A00200463	S.E.L.F.	P0055843	01/12/2021	01/12/2021			\$2,277.00
	01/14/2021	A00200355	West Kern Water District	P0054631	07/09/2020	07/09/2020			\$27,700.00
		A00200508	P. G. & E.	P0054842	07/21/2020	07/21/2020			\$523,500.00
	01/20/2021	A00200069	Bakersfield Californian	P0055886	01/20/2021	01/20/2021			\$316.52
		A00257716	Capitol Public Finance Group	P0055888	01/20/2021	01/20/2021			\$1,500.00
	01/25/2021	A00200308	Federal Express Corporation	P0055897	01/25/2021	01/25/2021			\$27.10
		A00200655	Henry Schein, Inc.	P0055867	01/19/2021	01/19/2021			\$2,839.98
	01/27/2021	A00227772	MBS Textbook Exchange, Inc.	P0055868	01/19/2021	01/19/2021			\$20,893.00
		A00285820	O'Connor Construction Manage	P0055866	01/19/2021	01/19/2021			\$1,120.00
		A00270674	Public Agency Law Group	P0055929	01/27/2021	01/27/2021			\$5,158.60
		A00313072	Colombo Construction Co., In	P0055865	01/19/2021	01/19/2021			\$101,022.55

						TOTAL USER			\$726,269.74
JROTHGEB	01/21/2021	A00319152	Adorama Inc.	P0055892	01/21/2021	01/21/2021			\$72.02
	01/26/2021	A00313624	Pacific Torch & Regulator	P0055893	01/21/2021	01/21/2021			\$120.00
	01/28/2021	A00200862	Taft College Bookstore	P0055939	01/28/2021	01/28/2021			\$1,968.82

						TOTAL USER			\$2,160.84
KALLIKAS	01/05/2021	A00200161	CDW-G	P0055813	01/05/2021	01/05/2021			\$2,945.76
		A00200862	Taft College Bookstore	P0055815	01/05/2021	01/05/2021			\$109.40
		A00200161	CDW-G	P0055813	01/05/2021	01/05/2021			\$2,945.76
	01/07/2021	A00200498	Office Depot	P0055826	01/07/2021	01/07/2021			\$983.38
	01/12/2021	A00280973	School Datebooks	P0055839	01/11/2021	01/11/2021			\$9,188.21

						TOTAL USER			\$13,226.75
KEHELMS	01/06/2021	A00200161	CDW-G	P0055812	01/05/2021	01/05/2021			\$433.40
	01/25/2021	A00200127	California Dept. of Educatio	P0055356	09/30/2020	09/30/2020			\$2,150.00
		A00200827	W.W. Norton & Company Inc.	P0055407	10/02/2020	10/02/2020			\$9,350.00
		A00201549	Harper Collins Publishers	P0055370	09/30/2020	09/30/2020			\$600.00
		A00202073	Human Kinetics	P0055896	01/22/2021	01/22/2021			\$257.16
		A00219472	Arbor Crest Publishing	P0055350	09/30/2020	09/30/2020			\$4,800.00
		A00234628	MPS	P0055398	09/30/2020	09/30/2020			\$6,400.00
		A00253920	Mancomm, Inc.	P0055388	09/30/2020	09/30/2020			\$2,800.00
		A00319010	XanEdu Publishing, Inc.	P0055775	12/14/2020	12/14/2020			\$580.00

Taft College Purchase Order Activity Report

1-January-2021 through 31-January-2021

FY 20-21

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A	
		NUMBER	NAME	NUMBER	DATE					AMOUNT
	01/26/2021	A00201685	Cengage Learning	P0055355	09/30/2020	09/30/2020			\$44,500.00	
	01/27/2021	A00200518	Pearson Education	P0055323	09/28/2020	09/28/2020			\$76,000.00	
						TOTAL USER			\$147,870.56	
MBLANCO	01/07/2021	A00294916	Mora, Isis Ariana.	P0055822	01/06/2021	01/06/2021			\$99.99	
	01/12/2021	A00200235	Cutrona, Myisha J.	P0055832	01/07/2021	01/07/2021			\$750.00	
	01/19/2021	A00318857	KBFX-CD	P0055823	01/06/2021	01/06/2021			\$7,855.00	
	01/25/2021	A00259229	Blackboard Inc.	P0055883	01/19/2021	01/19/2021			\$4,650.00	
			A00308084 Siteimprove, Inc.	P0055884	01/19/2021	01/19/2021			\$8,728.05	
	01/27/2021	A00200108	Broadcast Music, Inc.	P0055890	01/20/2021	01/20/2021			\$884.35	
		A00200482	Sesac, Inc.	P0055931	01/27/2021	01/27/2021			\$283.00	
		A00200627	Gonzalez, Lourdes	P0055889	01/20/2021	01/20/2021			\$300.00	
	01/28/2021	A00312622	Tableau Software, Inc.	P0055933	01/27/2021	01/27/2021			\$1,260.00	
		A00318857	KBFX-CD	P0055934	01/27/2021	01/27/2021			\$5,585.00	
						TOTAL USER		\$30,395.39		
MSILVEIRA	01/08/2021	A00201051	Central Sanitary Supply	P0055833	01/07/2021	01/07/2021			\$1,145.13	
	01/27/2021	A00200240	Dept. of Social Services	P0055910	01/26/2021	01/26/2021			\$1,694.00	
		A00200282	True Value Home Center	P0055908	01/26/2021	01/26/2021			\$58.53	
						TOTAL USER		\$2,897.66		
MTOFTE	01/12/2021	A00283035	CCLC	P0055829	01/07/2021	01/07/2021			\$4,969.00	
	01/13/2021	A00200388	Zee Medical Service Co.	P0055845	01/12/2021	01/12/2021			\$80.25	
	01/14/2021	A00210378	Grey House Publishing	P0055855	01/13/2021	01/13/2021			\$1,457.53	
						TOTAL USER		\$6,506.78		
MWHITE	01/05/2021	A00200282	True Value Home Center	P0055795	12/16/2020	12/16/2020			\$7.50	
	01/12/2021	A00203579	Alcorn Aire, Inc.	P0055824	01/07/2021	01/07/2021			\$1,190.48	
		A00228756	Country Auto & Truck Taft	P0055835	01/11/2021	01/11/2021			\$151.14	
	01/14/2021	A00200023	Abate-A-Weed	P0055849	01/13/2021	01/13/2021			\$746.47	
		A00200282	True Value Home Center	P0055861	01/13/2021	01/13/2021			\$5.68	
	01/13/2021	A00200423	Taft City School District	P0055854	01/13/2021	01/13/2021			\$106.81	
		A00200629	Grainger	P0055851	01/13/2021	01/13/2021			\$114.12	
		A00200423	Taft City School District	P0055891	01/21/2021	01/21/2021			\$5,597.24	
	01/21/2021	A00200629	Grainger	P0055881	01/19/2021	01/19/2021			\$75.08	
		A00200715	Kern Electric Distributors	P0055914	01/26/2021	01/26/2021			\$107.25	
	01/27/2021	A00201051	Central Sanitary Supply	P0055903	01/25/2021	01/25/2021			\$630.63	
		A00201122	Home Depot Credit Services	P0055882	01/19/2021	01/19/2021			\$375.38	
		A00203579	Alcorn Aire, Inc.	P0055871	01/19/2021	01/19/2021			\$643.50	
		A00283199	Fork Lift Specialties, Inc.	P0055916	01/26/2021	01/26/2021			\$750.00	
					P0055917	01/26/2021	01/26/2021			\$450.00
		A00288637	Otis Elevator Company	P0055915	01/26/2021	01/26/2021			\$1,000.00	

Taft College Purchase Order Activity Report

1-January-2021 through 31-January-2021

FY 20-21

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
		A00200423	Taft City School District	P0055930	01/27/2021	01/27/2021			\$196.28
		A00200715	Kern Electric Distributors	P0055920	01/27/2021	01/27/2021			\$272.85
		A00288637	Otis Elevator Company	P0055919	01/27/2021	01/27/2021			\$1,400.00
	01/28/2021	A00200065	B & H Photo-Video, Inc.	P0055924	01/27/2021	01/27/2021			\$19,720.37
		A00201051	Central Sanitary Supply	P0055932	01/27/2021	01/27/2021			\$1,254.83

						TOTAL USER			\$34,795.61
NFIGUEROA	01/04/2021	A00252942	TC Federal Financial Aid Cle	P0055801	12/22/2020	12/22/2020			\$1,457.00
	01/14/2021	A00000456	Uribe, Jose	P0055864	01/13/2021	01/13/2021			\$1,200.00
		A00201081	Westside Waste Management Co	P0055859	01/13/2021	01/13/2021			\$97.53
		A00257900	Hall, Daniel Nathan.	P0055850	01/13/2021	01/13/2021			\$57.61
	01/27/2021	A00200862	Taft College Bookstore	P0055912	01/26/2021	01/26/2021			\$250.00
		A00312691	TC State Financial Aid Clear	P0055904	01/26/2021	01/26/2021			\$9,161.10
	01/28/2021	A00200862	Taft College Bookstore	P0055937	01/28/2021	01/28/2021			\$150.00

						TOTAL USER			\$12,373.24
TROWDEN	01/13/2021	A00319728	Sabo, Gail	P0055847	01/12/2021	01/12/2021			\$124.78
	01/14/2021	A00320403	Arcpoint Labs of Bakersfield	P0055848	01/12/2021	01/12/2021			\$375.00
		A00200168	Central Valley Occupational	P0055852	01/13/2021	01/13/2021			\$15.00
	01/26/2021	A00200182	City of Taft Police Departme	P0055906	01/26/2021	01/26/2021			\$195.00
		A00320569	Murillo, Rebecca A.	P0055907	01/26/2021	01/26/2021			\$20.00
		A00099536	Campbell, Brooke L.	P0055853	01/13/2021	01/13/2021			\$75.00
	01/27/2021	A00305826	Ayon, Delia Monique.	P0055905	01/26/2021	01/26/2021			\$25.00
		A00200357	Westside Urgent Care	P0055921	01/27/2021	01/27/2021			\$151.40

						TOTAL USER			\$981.18
WBELCHER	01/12/2021	A00200161	CDW-G	P0055734	1	12/08/2020	12/08/2020		\$169.81
				P0055735	2	12/08/2020	12/08/2020		-\$169.82
	01/25/2021	A00200127	California Dept. of Educatio	P0055356	1	09/30/2020	09/30/2020		-\$1,000.00
		A00200827	W.W. Norton & Company Inc.	P0055407	1	10/02/2020	10/02/2020		-\$1,000.00
		A00201549	Harper Collins Publishers	P0055370	1	09/30/2020	09/30/2020		-\$1,000.00
		A00219472	Arbor Crest Publishing	P0055350	1	09/30/2020	09/30/2020		-\$2,000.00
		A00234628	MPS	P0055398	1	09/30/2020	09/30/2020		-\$2,000.00
		A00253920	Mancomm, Inc.	P0055388	1	09/30/2020	09/30/2020		-\$1,000.00
		A00319010	XanEdu Publishing, Inc.	P0055775	1	12/14/2020	12/14/2020		\$105.00
	01/26/2021	A00201685	Cengage Learning	P0055355	1	09/30/2020	09/30/2020		-\$7,000.00
	01/27/2021	A00200518	Pearson Education	P0055323	1	09/28/2020	09/28/2020		\$5,000.00

						TOTAL USER			\$.00

**West Kern Community College District
Board of Trustees Meeting
February 10, 2021**

**Agenda Item 13.
A. Academic Employment**

1. Spring 2021 Adjuncts

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Delgado, Ricardo	DNTL 2024, 2243	3	\$74.62	1/19/2021 - 5/20/2021
b.	Hunter, Nathan	KINE 1500	3	\$74.62	1/19/2021 - 5/20/2021
c.	McDaniel, Steven	COMM 1501, 1511	3	\$74.62	1/19/2021 - 5/20/2021
d.	Sabo, Gail	PYSC 2080	3	\$74.62	1/19/2021 - 5/20/2021

2. Spring 2021 Coaching Assignments

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Brixey, Gabrielle	Head Women's Softball Coach	--	\$12,685.40	1/1/2021
b.	Brixey, Gabrielle	Head Women's Softball Recruiting	--	\$3,056.41	1/1/2021
c.	Brixey, Gabrielle	Head Women's Softball Travel	--	\$1,000.00	1/1/2021
d.	Maramba, Kaycha	Assistant Volleyball Coach	--	\$5,154.21	1/19/2021
e.	Nelms, Nathaniel	Head Women's Basketball Coach	--	\$12,685.40	1/1/2021
f.	Nelms, Nathaniel	Head Women's Basketball Recruiting	--	\$3,056.41	1/1/2021
g.	Nelms, Nathaniel	Head Women's Basketball Travel	--	\$1,000.00	1/1/2021
h.	Wedel, Kyle	Assistant Baseball Coach	--	\$5,154.21	1/19/2021

3. Adjunct Pool

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Hunter, Nathan	Adjunct Lecturer Pool-Kinesiology	3	\$74.62	1/19/2021
b.	Thoms, Tyler	Adjunct Lecturer Pool-Kinesiology	3	\$74.62	1/27/2021

4. Extra Duty Assignments

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Davis, Terry	CVC-OEI Extra Duty: Energy Technology	3	\$2,000.00*	1/1/2021
b.	Duron, Candace	CVC-OEI Course Alignment	3	\$3,500.00	1/6/2021

*Not to exceed 4 months

West Kern Community College District
Board of Trustees Meeting
February 10, 2021

Agenda Item 13.

B. Resignations/Retirements

Item	Name	Position	Range/ Step	FTE	Stipend/ Salary	Effective Date
a.	Maciel, Andrea	Adjunct Lecturer- Termination	--	--	--	1/26/2021
b.	Rivera, Jessica	Children's Center Associate Teacher- Resignation	--	--	--	1/22/2021
c.	Wade, Megan	Campus Safety Officer- Resignation	--	--	--	2/7/2021

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2020-2021
 FOR THE MONTH ENDING JANUARY 31, 2021**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	21,216,280	21,216,280	14,858,098	0	6,358,182
8800	Local Revenues	8,117,179	8,117,225	5,677,877	0	2,439,348
Summary		29,333,459	29,333,505	20,535,975	0	8,797,530

West Kern Community College District General Fund Unrestricted
Budgeted Sources of Funds at Account Level 1
Expenditure Accounts Fiscal Year 2020-2021
For the Month Ending January 31, 2021

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	9,534,565	9,572,198	4,958,652	0	4,613,546
2000	Classified & Other Nonacademic Sala	5,458,862	5,462,101	2,980,069	0	2,482,032
3000	Employee Benefits	8,485,784	8,500,800	3,892,850	239,910	4,368,039
4000	Supplies and Materials	505,745	502,113	112,227	59,832	330,054
5000	Other Operating Expenses & Services	4,410,186	4,415,534	1,212,600	1,675,896	1,527,038
5899	Contingency Reserve	379,491	328,708	0	0	328,708
6000	Capital Outlay	165,493	158,673	31,588	5,344	121,741
7000	Other Outgo	101,000	101,000	24,968	60,887	15,145
7200	Transfers	292,332	292,378	264,145	0	28,233
		29,333,459	29,333,505	13,477,100	2,041,869	13,814,536

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of January 2021**

Check Number	Check Date	Vendor Name	Description	Net Amount
78050601	01/12/2021	Colombo Construction Co., Inc.	Colombo Construction - Student Center - Pay App 10	842,012.52
78050609	01/12/2021	National Benefit Services, LLC	December 2020 Vol Ded - Reissue Cancelled Check	51,633.21
78050613	01/12/2021	Westec	WESTEC - 2020-21 Contract FTES	17,928.75
78050659	01/19/2021	Alcorn Aire, Inc.	Cougar Dorms HVAC Replacement	39,781.25
78050671	01/19/2021	Elumen	2020-2021 eLumen Annual License Renewal	14,185.00
78050674	01/19/2021	General Tree Service Inc.	Tree Trimming	12,350.00
78050691	01/19/2021	P. G. & E.	PG&E - 20-21 - District	10,571.23
78050715	01/19/2021	West Kern Adult Education Network JPA	2020-21 AEBG Pass-through to WKEAN	69,386.00
78050832	01/21/2021	AP Architects	AP Architects - December Student Center	21,701.51
78050841	01/21/2021	CDW-G	Microsoft Surface Pro 7 - 12.3" - Core i7 1065G7 -	12,296.98
78050845	01/21/2021	Ellucian Company L.P.	Student(Ban 14,953.13; Ora 5,796.00; WF 574.00)	209,814.00
78050847	01/21/2021	Foundation for California Community Colle	CCC STAC - ConexED including Cranium Cafe	14,131.04
78050852	01/21/2021	John Karwoski	John Karwoski - student center open po	10,920.00
78050861	01/21/2021	P. G. & E.	PG&E - 20-21 - District	11,662.28
				1,338,373.77

ASO 2020/21
Balance Sheet
As of January 31, 2021

January 31, 2021

ASSETS

Current Assets

Checking/Savings

ASO Safe 1	236,217.45
ASO Safe 1 - Savings	143.76

Total Checking/Savings	236,361.21
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Total Current Assets	236,361.21
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TOTAL ASSETS	236,361.21
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LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above	1,692.00
Art Club	834.00
ASO Athletics	51,347.74
ASO General - Interest	49.43
ASO General - Bank Charges	-20.00
ASO General - Operating	114,548.63
ASSE	385.43
Baseball Club	421.21
Best Buddies	4,152.03
Cougar Echo	773.50

D.H. GENERAL

D.H. CLASS OF 2021	1,822.38
D.H. CLASS OF 2020	0.00
D.H. GENERAL - Other	3,265.11

Total D.H. GENERAL	5,087.49
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ECE	3,518.99
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Golf Club - Mens	1,365.00
Golf Club - Womens	1,121.25
Intersivity Club	1,748.37
Literary Club	1,831.53
NSLS Club	3,905.15
On Our Own	870.58
Performing Arts	3,402.62
Phi Theta Kappa	700.00
Roleplaying Game Club	745.42
Soccer Club - Mens	3,063.01
Soccer Club - Womens	3,035.40
Social Science/ Research	3,239.31
Softball Fund	3,960.78

ASO 2020/21
Balance Sheet
As of January 31, 2021

Spectrum	1,482.45
STEM	3,972.40
TC Cares	609.00
TIL Reunion	1,461.73
Uniform Replacement	11,725.26
Veterans Club	1,639.91
Women's Athletic Club	2,721.46
Women's Basketball Club	970.13
Total Restricted Funds	236,361.21
Total Equity	236,361.21
TOTAL LIABILITIES & EQUITY	236,361.21

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 13, 2021 10:44:42AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 538781

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 \$4,084.39

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$4,084.39	\$4,084.39

TOTAL DEPOSIT: \$4,084.39

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$4,084.39 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210077

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 01/13/2021 To 01/13/2021
 Transaction Number from: 210077 To 210077
 Date entered from: 00/00/0000 To 99/99/9999

J94659 DC0100 L.00.01 01/13/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210077	01/13/2021	01/13/2021	WKCCD DEPOSIT		4,084.39
1.	78	BOOKSTORE SALES		31000-423-8841-69100	4,084.39
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	4,084.39
				DISTRICT TOTAL	4,084.39
				GRAND TOTAL	4,084.39

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 13, 2021 10:46:08AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 538783

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 **\$52,386.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$52,386.00	\$52,386.00

TOTAL DEPOSIT: **\$52,386.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$52,386.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210078

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 01/13/2021 To 01/13/2021
Transaction Number from: 210078 To 210078
Date entered from: 00/00/0000 To 99/99/9999

J94660 DC0100 L.00.01 01/13/21 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210078	01/13/2021	01/13/2021	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	52,386.00
				TOTAL AMOUNT	52,386.00
				DISTRICT TOTAL	52,386.00
				GRAND TOTAL	52,386.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 13, 2021 10:48:24AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 538784

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 \$79,874.48

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
DORM REVENUE	75960	0886	5490	\$462.00	\$462.00
GENERAL FUND	84096	0886	5490	\$40,545.08	\$40,545.08
RESTRICTED FUND	84097	0886	5490	\$14,468.90	\$14,468.90
CHILD DEVELOPMENT	84496	0886	5490	\$24,058.00	\$24,058.00
CAFETERIA	84699	0886	5490	\$340.50	\$340.50

TOTAL DEPOSIT: \$79,874.48

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$79,874.48 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210079

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: 01/13/2021 To 01/13/2021
 Transaction Number from: 210079 To 210079
 Date entered from: 00/00/0000 To 99/99/9999

J94661 DC0100 L.00.01 01/13/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210079	01/13/2021	01/13/2021	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	1,509.63
2.	78	OPEB		11000-412-5990-73900	38,500.00
3.	78	TRANSCRIPTS		11000-000-8879-00000	535.45
4.	78	MAA		12375-310-8171-00000	2,893.78
5.	78	MAA		12375-314-8171-00000	2,893.78
6.	78	MAA		12375-205-8171-00000	2,893.78
7.	78	MAA		12375-301-8171-00000	2,893.78
8.	78	MAA		12375-401-8171-00000	1,446.89
9.	78	MAA		12375-110-8171-00000	1,446.89
10.	78	CAFETERIA SALES		32000-422-8841-69400	340.50
11.	78	HOUSING DEPOSITS		35000-000-8851-00000	462.00
12.	78	CC GENERAL		33428-310-8621-69200	23,650.00
13.	78	CC STATE PRESCHOOL		33528-310-8621-69200	408.00
				TOTAL AMOUNT	79,874.48
				DISTRICT TOTAL	79,874.48
				GRAND TOTAL	79,874.48

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

USER NAME
Mindy Jewell
 SUBMIT DATE
Jan 20, 2021 11:08:28AM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 DEPT NO. 0886
 EROD NO. 539191

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 \$160,057.62

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
CREDIT CARD STUDENT RECEIPTS	84096	0886	5490	\$160,057.62	\$160,057.62

TOTAL DEPOSIT: \$160,057.62

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$160,057.62 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210080

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 01/20/2021 To 01/20/2021
Transaction Number from: 210080 To 210080
Date entered from: 00/00/0000 To 99/99/9999

J98134 DC0100 L.00.01 01/20/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210080	01/20/2021	01/20/2021	WKCCD DEPOSIT		
1.	78	CREDIT CARD	STUDENT RECEIPTS	11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	160,057.62
				TOTAL AMOUNT	160,057.62
				DISTRICT TOTAL	160,057.62
				GRAND TOTAL	160,057.62

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 20, 2021 11:09:38AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 539192

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 \$7,743.07.

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$7,743.07	\$7,743.07

TOTAL DEPOSIT: \$7,743.07

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$7,743.07 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210081

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 01/20/2021 To 01/20/2021
Transaction Number from: 210081 To 210081
Date entered from: 00/00/0000 To 99/99/9999

J98135 DC0100 L.00.01 01/20/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210081	01/20/2021	01/20/2021	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	7,743.07
				TOTAL AMOUNT	7,743.07
				DISTRICT TOTAL	7,743.07
				GRAND TOTAL	7,743.07

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 20, 2021 11:11:11AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 539193

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 \$2,372.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$2,372.00	\$2,372.00

TOTAL DEPOSIT: \$2,372.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$2,372.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210082

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 01/20/2021 To 01/20/2021
Transaction Number from: 210082 To 210082
Date entered from: 00/00/0000 To 99/99/9999

J98136 DC0100 L.00.01 01/20/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210082	01/20/2021	01/20/2021	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	2,372.00
				TOTAL AMOUNT	2,372.00
				DISTRICT TOTAL	2,372.00
				GRAND TOTAL	2,372.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 20, 2021 11:13:21AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 539194

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 **\$89,847.68**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
DORM REVENUE	75960	0886	5490	\$515.00	\$515.00
GENERAL FUND	84096	0886	5490	\$1,260.80	\$1,260.80
RESTRICTED FUND	84097	0886	5490	\$87,412.03	\$87,412.03
CHILD DEVELOPMENT	84496	0886	5490	\$488.85	\$488.85
CAFETERIA	84699	0886	5490	\$171.00	\$171.00

TOTAL DEPOSIT: **\$89,847.68**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$89,847.68 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210083

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: 01/20/2021 To 01/20/2021
 Transaction Number from: 210083 To 210083
 Date entered from: 00/00/0000 To 99/99/9999

J98137 DC0100 L.00.01 01/20/21 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210083	01/20/2021	01/20/2021	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	244.80
2.	78	OPEB		11000-412-5990-73900	1,000.00
3.	78	RETAINED FINANCIAL AID		11000-000-9526-00000	16.00
4.	78	CALWORKS WORK STUDY		12602-309-8839-64992	3,269.36
5.	78	LIBRARY PROGRAMS		12201-203-8892-61200	160.00
6.	78	FOUNDATION SALARY		12000-114-8892-70999	9,285.95
7.	78	CARES ACT - INSTITUTIONAL		12725-421-8199-00000	40,546.26
8.	78	CARES ACT - MSI		12730-421-8199-00000	32,150.46
9.	78	INNOVATION GRANT		12419-352-8821-69610	2,000.00
10.	78	CAFETERIA SALES		32000-422-8841-69400	171.00
11.	78	HOUSING PAYMENTS		35000-000-8851-00000	515.00
12.	78	CHILD CARE FOOD		33429-310-8621-69250	488.85
TOTAL AMOUNT					89,847.68
DISTRICT TOTAL					89,847.68
GRAND TOTAL					89,847.68

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

USER NAME
Mindy Jewell
SUBMIT DATE
Jan 27, 2021 10:39:42AM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
EROD NO.
539642

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 \$9,819.37

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$9,819.37	\$9,819.37

TOTAL DEPOSIT: \$9,819.37

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$9,819.37 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #210084

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: 01/27/2021 To 01/27/2021
Transaction Number from: 210084 To 210084
Date entered from: 00/00/0000 To 99/99/9999

J12749 DC0100 L.00.01 01/27/21 PA

APPROVED AND UNAPPROVED TRANSACTIONS						
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
210084	01/27/2021	01/27/2021	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	9,819.37
1.	78	BOOKSTORE SALES		31000-423-8841-69100		9,819.37
					TOTAL AMOUNT	9,819.37
					DISTRICT TOTAL	9,819.37
					GRAND TOTAL	9,819.37

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 27, 2021 10:40:30AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 539643

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 \$4,010.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$4,010.00	\$4,010.00

TOTAL DEPOSIT: \$4,010.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$4,010.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210085

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND CORRECT RECORD OF THE TOTAL AMOUNT DUE THE KERN COUNTY TREASURER TO AND INCLUDING:

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 01/27/2021 To 01/27/2021
Transaction Number from: 210085 To 210085
Date entered from: 00/00/0000 To 99/99/9999

J12750 DC0100 L.00.01 01/27/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
210085	01/27/2021	01/27/2021	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	4,010.00
				TOTAL AMOUNT	4,010.00
				DISTRICT TOTAL	4,010.00
				GRAND TOTAL	4,010.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Jan 27, 2021 10:42:13AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 539644

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 **\$58,693.77**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$21,863.20	\$21,863.20
RESTRICTED FUND	84097	0886	5490	\$27,781.59	\$27,781.59
CHILD DEVELOPMENT	84496	0886	5490	\$8,655.23	\$8,655.23
CAFETERIA	84699	0886	5490	\$393.75	\$393.75

TOTAL DEPOSIT: **\$58,693.77**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$58,693.77 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210086**

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: 01/27/2021 To 01/27/2021
Transaction Number from: 210086 To 210086
Date entered from: 00/00/0000 To 99/99/9999

J12752 DC0100 I.00.01 01/27/21 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION		AMOUNT
LN.	DI	DETAIL	DESCR	-FUND-ORG-ACCT-PROGR-	
210086	01/27/2021	01/27/2021	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS	11000-412-8876-67300		84.20
2.	78	RETAINED FINANCIAL AID	11000-000-9526-00000		21,779.00
3.	78	FEDERAL WORK STUDY	12401-353-8153-64600		13,194.13
4.	78	FWS ADMIN ALLOWANCE	12401-353-8151-64600		658.87
5.	78	PATHWAYS	12904-223-8699-66005		8,928.59
6.	78	FACILITIES RENTAL	12652-205-8892-12042		5,000.00
7.	78	CAFETERIA SALES	32000-422-8841-69400		393.75
8.	78	CC CHILD CARE FOOD	33429-310-8621-69250		8,655.23
				TOTAL AMOUNT	58,693.77
				DISTRICT TOTAL	58,693.77
				GRAND TOTAL	58,693.77

WEST KERN COMMUNITY COLLEGE DISTRICT


Travel Period: 1/1/21 - 1/31/21

Employee	Event/Purpose	Location	Travel Start Date	Travel End Date	Estimated Cost

***No travel this period.**

Date: January 26, 2021

Submitted by: Amanda Bauer, Executive Director of Fiscal Services

Area Administrator: Brock McMurray, EVP of Administrative Services 

Subject: Information Item

Board Meeting Date: February 10, 2021

Title of Board Item:

Report of Investments as of the quarter ended December 31, 2020 held at: U.S. Bank Global Corporate Trust Services.

Background:

These investments are not included in the District's Investment Portfolio, which is managed by Wells Fargo. Attached is a summary of the investments held at U.S. Bank Global Corporate Trust Services. This represents a summary of activity for the quarter ended December 31, 2020. Investments were held at this institution as part of the Districts General Obligation Bonds and/or Certificate of Participation (COP) Notes Programs. 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): Not applicable.

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 \$3,475,834.23 at July 1, 2020, and an ending balance of \$ 3,297,283.05 for its Certificates of Participation accounts as of December 31, 2020. This balance represents the 2015 COP and 2020 COP reserve portions that are designated for the District's debt obligation repayment.

Approved: 
Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
INVESTMENT SUMMARY: Other Investments**

U.S. Bank Global Corporate Trust Services

July 1, 2020 through December 31, 2020

Investment Account	Type of Activity	Portfolio as of July 1, 2020	Deposits / Int / Dividends Transfers In	Withdrawals / Fees Transfers Out	Balance as of 9/30/20
West Kern CCD 2015 Refunding COP Lease Payment Fund	Treasury Portfolio	200.26	1,494,856.08	(1,495,050.01)	6.33
West Kern CCD 2015 Refunding COP Reserve Fund	Investment Agreement, Balance / Assured Guaranty Municipal Corp.	1,896,602.64	-	-	1,896,602.64
West Kern CCD 2020 COP Lease Payment Fund	Treasury Portfolio	934,200.40	7,631.35	(185,990.63)	755,841.12
West Kern CCD 2020 COP Reserve Fund	Investment Agreement, Balance / Assured Guaranty Municipal Corp.	633,006.26	-	-	633,006.26
West Kern CCD 2020 COP Project Fund	Treasury Portfolio	1,271.29	0.21	-	1,271.50
West Kern CCD 2020 COP Cost of Issuance Fund	Treasury Portfolio	10,553.38	1.82	-	10,555.20
Grand Total		3,475,834.23	1,502,489.46	(1,681,040.64)	3,297,283.05

GRAND TOTAL OF INVESTMENTS HELD @ INVESTMENT COMPANIES

3,297,283.05