

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

October 9, 2019

Cougar Room
(Access Through the Library Entrance)

5:00 p.m.

29 Cougar Court
Taft, California 93268

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

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

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

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

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

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

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

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 – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 – 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS
 5. PLEDGE OF ALLEGIANCE
 6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
 7. GENERAL COMMUNICATIONS
 8. APPROVAL OF MINUTES – Regular Meeting Held September 11, 2019, Special Meeting Held September 11, 2019 and Special Meeting Held September 21, 2019
 9. NEW BUSINESS:
 - A. Request for Approval – Resolution Authorizing the Issuance and Sale of Not to Exceed \$12 Million of 2019 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds (Election of 2004), Series 2007C and Approving Related Documents and Official Actions
 - B. Request for Approval – 2019/20 WKCCD Board of Trustees Goals
 - C. Second Reading and Request for Approval – Proposed Compensation Increase of 3.26% COLA to the 2019-20 Faculty Salary Schedules, Appendix B-1, B-2, and B-3; Retroactive to 7/1/19
 - D. Second Reading and Request for Approval – Proposed Compensation Increase of 3.26% COLA to the 2019-20 Classified Salary Schedules, Appendix A
 - E. Request for Approval – Proposed Compensation Increase of 3.26% COLA to the Management and Confidential 2019-20 Salary Schedules

- F. Second Reading and Request for Approval – Board Policy #3725 – Information and Communication Technology Accessibility and Acceptable Use
10. CONSENT AGENDA (Items A – K)
- A. Request for Ratification – Contract for Professional Services with Capitol Public Finance Group (Capitol PFG); 8/29/19 – 6/30/22
 - B. Request for Approval – Engagement Agreement with the National Association of Student Financial Aid Administrators (NASFAA) for Standards of Excellence Review; \$30,000 Includes All Travel Expenses
 - C. Request for Ratification – Contract for Professional Services with (9) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting October 7, 2019; Each at Hourly Rate of \$70.63 Not to Exceed \$141.26 per Attendee
 - D. Request for Approval – Contract with School Datebooks to Produce Student Planners for the 2020-2021 Academic Year; Not to Exceed \$10,158.72
 - E. Request for Ratification – Agreement with the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC); 9/1/19 – 6/30/20; CDTC to Cover Expenses
 - F. Request for Ratification – Contract for Professional Services with Chris Ruiz for Sports Information/Webmaster Services for the Taft College Athletics Programs/Website; 8/1/19 – 5/31/20; \$500.00 per Month (Total \$5,000.00)
 - G. Request for Approval – Strata Information Consulting Services for Banner Programming Services Project as Outlined in State of Work 115; Estimated Cost \$10,200.00
 - H. Request for Approval – Convergin Technologies Proposal for Fire Alarm Monitoring of the ETE (Chevron Innovations Modular); 12/1/19 – 11/30/22; Total Cost \$2,400.00
 - I. Request for Approval – MTS Maintenance Contract Renewal Quote #2019024i-A; 11/28/19 – 11/27/20; \$1,044.75
 - J. Request for Ratification – Agreement with Husch Blackwell – Review of 2019 Annual Security Report; No Cost
 - K. Ratification of the September 2019 Vendor Check & Purchase Order Registers
11. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

12. EMPLOYMENT (Action)
 - A. Academic Employment (Appendix I)
 - B. Classified Employment (Appendix II)
 - C. Confidential Management Employment (Appendix II)
 - D. Resignation/Retirement (Appendix II)

13. REPORTS:
 - A. Financial Reports (For Information)
 1. Revenue Accounts (Account Level 1) FY 2019/20
 2. Expenditure Accounts (Account Level 1) FY 2019/20
 3. Expenditure Detail of \$10,000.00 or Greater, September 2019
 4. Student Organization and Special Accounts, September 2019
 5. Funds Deposited in County Treasury, September 2019
 - B. Trustee Reports
 - C. Academic Senate Report
 - D. Reports from Staff and Student Organizations

14. REPORT OF THE SUPERINTENDENT

15. NEXT MEETING DATE
The next regular meeting is scheduled for Wednesday, November 13, 2019, at 5:00 p.m.

16. CONTINUATION OF CLOSED SESSION (If Necessary)

17. ADJOURNMENT

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

REGULAR MEETING

September 11, 2019

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:06 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.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:07 p.m. it was moved by Trustee Orrin, seconded by Secretary Campos and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

- A. Public Employee Appointment/Employment, Government Code Section 54957
- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release/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 - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
- F. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 1 Potential Case
- G. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 5:40 p.m., it was moved by Trustee Long, seconded by Secretary Campos 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

Dr. Daniels introduced Susan Groveman as the Executive Director of Marketing and Community Relations.

President Cole presented a certificate from the Kern County Office of Education to Secretary Campos to commemorate his five years of service to the District.

APPROVAL OF MINUTES

On a motion by Trustee Long, seconded by Trustee Orrin and unanimously carried, the minutes of the Regular Meeting held August 14, 2019 and of the Special Meeting held August 27, 2019 were approved.

NEW BUSINESS

Public Hearing for 2019/20 WKCCD Budget

On a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the public hearing was declared open at 6:05 p.m. President Cole asked if there was public comment on the proposed budget. There were no comments. On a motion by Secretary Campos, seconded by Trustee Long and unanimously carried, the public hearing was declared closed at 6:06 p.m.

Request for Approval - 2019/20 WKCCD Budget

On a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the 2019/20 WKCCD budget was approved.

First Reading - Proposed Compensation Increase of 3.26% COLA to the 2019-20 Faculty Salary Schedules, Appendix B-1, B-2, and B-3; Retroactive to 7/1/19 (No Action)

Dr. Daniels reported that the bargaining unit had agreed to pass a 3.26% COLA onto Faculty salary schedules.

First Reading - Proposed Compensation Increase of 3.26% COLA to the 2019-20 Classified Salary Schedules, Appendix A (No Action)

Dr. Daniels reported that the Classified bargaining unit agreed to pass a 3.26 % COLA to the Classified salary schedules.

Second Reading and Request for Approval - Updated Board Policies

#2100 - Board Elections

#3430 - Prohibition of Harassment

- #3810 - Claims Against the District
- #4250 - Probation, Dismissal and Readmission
- #5015 - Residence Determination
- #5020 - Non-Resident Tuition
- #5050 - Student Success and Support Program
- #7340 - Leaves

Dr. Daniels explained that the Board Policies have been reviewed and updated per Community College League of California's Policy and Procedure Program. The updates are non-material changes but meet requirements for legal standards. On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the request was approved (copy attached to official minutes).

First Reading - Board Policy #3725 - Information and Communication Technology Accessibility and Acceptable Use (No Action)

Dr. Daniels stated that the Board Policy language has been reviewed and suggested per Community College League of California's Policy and Procedure Program (copy attached to official minutes).

CONSENT AGENDA:

- A. Request for Approval - Master Agreement Between West Kern Community College District (WKCCD) and the Taft College Foundation (Foundation)
- B. Request for Approval - Determination of Order of Employment for 2019-20 Contract Faculty with a Hire Date of August 19, 2019
- C. Request for Approval - Agreement with the Chancellor's Office Tax Offset Program (COTOP)
- D. Request for Approval - Signatory Update with United Security Bank
- E. Request for Ratification - Resolution 2019/20-07 - Authorizing Agreement with California Department of Education to Provide Migrant Child Care Program, Contract #CMIG-9005, Amendment 1; 7/1/19 - 6/30/20
- F. Request for Ratification - Resolution 2019-20-08 - Authorizing Agreement with California Department of Education to Provide Migrant Specialized Services, Contract #CMSS-9005, Amendment 1; 7/1/19 - 6/30/20
- G. Request for Approval - Taft Union High School District Contract - K-12 Strong Workforce; 9/12/19 - 6/30/22
- H. Information Item - Use of Proposition 55 Education Protection Account (EPA) Funds for FY 2019/20
- I. Request for Ratification - Evisions Formfusion Software Maintenance Renewal; 7/1/19 - 6/30/24; Total Cost \$51,653

- J. Request for Approval - Renewal Agreement (Quote #121578531-1) with DAI Source for IBM Cognos (Report Writer); 11/1/19 - 10/31/20; \$9,023.46
- K. Request for Ratification - Amendment to Beard Family Non Exempt Marital Trust Agreement for Lease of Welding Facility; 11/1/19 - 10/31/21; \$3,500.00 per Month
- L. Request for Approval - 2019-20 Behavioral Health Training for TIL Staff; 8/15/19 - 6/30/20; Up to \$2,500.00
- M. Request for Approval - IssueTrak: One Year of IssueTrak Software Maintenance; \$1,725.00
- N. Request for Approval - Converjint Quote #JB06214042P - Gymnasium Remote Door Locks; \$1,649.89
- O. Request for Approval - Tableau Software, Inc. Agreement; Three-Year Agreement; Annual Subscription \$1,260.00
- P. Request for Ratification - Contract for Professional Services with Anna Pattison, RDH, MS; 8/24/19; Hotel and Mileage Expenses
- Q. Ratification of the August 2019 Vendor Check & Purchase Order Registers

On a motion by Trustee Orrin, seconded by Secretary Campos and unanimously carried, Consent Agenda Items A - Q 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 White and seconded by Trustee Orrin, Employment Items A - D were approved by the following vote (Employment Items A - D (*Appendix I & II*) are attached to official minutes):

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

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 2019/20
2. Expenditure Accounts (Account Level 1) FY 2019/20
3. Expenditure Detail of \$10,000.00 or Greater, August 2019
4. Student Organization and Special Accounts, August 2019
5. Funds Deposited in County Treasury, August 2019

Academic Senate

Dr. Sharyn Eveland, President of the Academic Senate, reported there had been two full meetings and that the Council would meet next week. Currently the Senate is reviewing the roles and responsibilities of their body.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, thanked the Board for their support of the budget and the District staff who worked to complete budget. Fiscal Director Amanda Bauer added that close out processes and audit procedures for 2018/19 are still underway.

Faculty Association

Ruby Payne, President of the Faculty Association, thanked staff for the work to complete the calculus lab. She said it is already successfully helping students have access to appropriate resources.

Foundation

Sheri Horn-Bunk, Executive Director of Foundation and Institutional Advancement, also thanked staff for the transition of resources to provide the calculus lab. She noted that the Hutchison Engineering Promise Program students are using it actively. Ms. Horn-Bunk invited the Board and staff to attend the 10th annual Cougar Cookout to be held on October 24th.

Distance Education

Adam Bledsoe, Director of Distance Education, told the Board that efforts to submit more courses to the CVC-OEI for review are ongoing. The Distance Education professors and staff are encouraged by the strengthening of the course offerings and the ability to serve students with quality curriculum.

TIL

Aaron Markovits, Director of the Transition to Independent Living Program, thanked staff and the Board for work and support of the Casino Night event. He reported that an estimate of \$55,000 was earned at the event. Samuel Gallardo, TIL intern, shared a copy of the TIL Times and invited the Board and staff to attend TIL Town during Halloween.

Institutional Research

Xiaohong Li, Executive Director of Institutional Research, reported that a database is up and running and thanked Information Services for their assistance in the project. She added that the item from

tonight's consent agenda for Tableau will give the department a dashboard to communicate data with the campus and community.

Child Development

Meghan Hall-Silveira, Director of the Child Development Center, said that with the school year underway they have 50 college lab students and 5 TIL students working in the Center. She said the CDC has new beds for the children and thanked the Foundation for the Innovation Grant that funded the needed furniture. She also noted that work with the Community Action Partnership of Kern has benefitted the CDC with ongoing coaching as well as potential assistance with furniture and supplies.

Student Services

Severo Balason, Vice President of Student Services, gave an update on the CAPP work with Taft Union High School staff. The partners met with CSU Bakersfield staff for focused work in math and English preparation. Curriculum has already begun to be implemented on the TUHS campus.

CTE

Jessica Grimes, Dean of Instruction and Career Technical Education, gave a report on Kern County College Night. She noted that the Hutchison Engineering Promise Program encouraged potential students.

Student Success

Dr. Windy Martinez, Dean of Student Success, told the Board that mental health counselor Isaias Hernandez has resigned for a fulltime position and will work with the College to transition duties smoothly.

Information Services

Andrew Prestage, Executive Director of Information Services, told the Board that the copier/printing stations are installed and staff have been trained. The department is now working with Administrative Services on audit processes in connection with information security. An information security auditor from the Chancellor's Office will be working with College staff to assess our status.

Instruction

Dr. Leslie Minor, Vice President of Instruction, shared the details of the new calculus lab with the Board. She also noted that a charging station has been added to the library to assist students while on campus. The Office of Instruction will begin spring semester scheduling next week.

REPORT OF THE SUPERINTENDENT/PRESIDENT

Dr. Daniels shared photos and details from a variety of events including: Welcome Back Breakfast, Hutchison Engineering Promise Program, TIL Casino Night, Kern County College Night, 9/11 Remembrance Ceremony, and Taft College Dean of CTE presentation to the Taft Rotary.

Dr. Daniels recently attended a meeting with Congressman Kevin McCarthy along with representatives from local higher education institutions. The meeting provided an opportunity to discuss issues relative to higher education and legislation.

Dr. Daniels also reported that the addition of Automated External Defibrillator (AED) units also provided an opportunity to assess the need for staff training. This month 26 staff members from around the campus were trained in CPR and AED use.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, October 9, 2019, at 5:00 p.m.

ADJOURNMENT

At 6:44 p.m., on a motion by Secretary Campos, seconded by Trustee White and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

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

SPECIAL MEETING

September 11, 2019

The special meeting of the Board of Trustees of the West Kern Community College District was called to order at 4:03 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.

PUBLIC COMMENT ON THE 2019/20 PROPOSED BUDGET

No comments were heard.

2019/20 BUDGET STUDY SESSION

Executive Vice President of Administrative Services Brock McMurray presented information on the proposed 2019/20 WKCCD budget (PowerPoint attached to official minutes). Mr. McMurray provided details from the state budget, the Student Centered Funding Formula (SCFF), and reviewed the highlights of the proposed WKCCD budget. While reviewing the information, Mr. McMurray described the strengths and challenges of the current budget process, which is still in transition due to uncertain metrics within the SCFF. The District has prepared a conservative budget in response to the fluctuating SCFF terms and rates.

ADJOURNMENT

At 5:05 p.m., on a motion by Trustee White, seconded by Trustee Long and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

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

**SPECIAL MEETING
Annual Board Retreat**

September 21, 2019

The special meeting of the Board of Trustees of the West Kern Community College District was called to order at 9:00 a.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 Administrative Specialist Diana Duran were in attendance.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were made.

ADJOURN TO CLOSED SESSION

Closed Session was not held.

PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS

No comments were made.

NEW BUSINESS

Request for Approval - Award of Contract to Complete Construction of the Student Center Project at Taft College to Colombo Construction

Brock McMurray, Executive Vice President of Administrative Services, briefly reviewed the history and process that led to the selection of Colombo Construction to complete the Student Center Project. Through the bidding process, the District and Performance Bond Surety selected Colombo Construction. While discussions regarding damages to the District are ongoing, the selection of a contractor to complete the project will stop additional building damages from rising while the District and Surety continue to confront the obligation to pay for the damages to the District from the fault of the original contractor. On a motion by Trustee White, seconded by Trustee Long and unanimously approved, the contract was approved.

SENIOR LEADERSHIP REVIEWS

Foundation

Sheri Horn-Bunk, Executive Director of Foundation and Institutional Advancement, presented an update on the Foundation's 10-year effort to raise funds for the District. To date, the Foundation has raised \$10,226,379. Current efforts include assisting an engineering field trip to Fresno State to attend a conference and the continual effort to reach alumni and build an alumni base.

Administrative Services

Mr. McMurray provided an update via PowerPoint that included highlights on facilities and construction, as well as District fiscal tasks/duties (copy attached to official minutes). He reviewed the projects completed or that had gotten underway since the 2018 retreat. In addition, Mr. McMurray discussed the focus on the Student Centered Funding Formula (SCFF) by Fiscal Services as well as the transition to a new auditing firm. Staff have adapted to a clear end of year closing process and continue to work with the new firm on recommendations to keep the District in strong fiscal health. Another focus from Administrative Services in 2019/20 will be to develop an efficient inventory system for district furniture and equipment.

Human Resources

Heather del Rosario, Vice President of Human Resources, reviewed achievements and process improvements from the previous year including an advertising plan for the efficient recruitment of employees, revised job announcements and branding, increased focus on strong minimum qualifications, and the implementation of the Newton recruiting system (copy attached to official minutes). Ms. del Rosario also shared that the department is working with Fiscal Services to improve the use of the QSS payroll system and to also allow employee self-service for several tasks in relation to employee records. The District also hopes to implement automated time keeping for efficiency and accuracy purposes.

Instruction

Dr. Leslie Minor, Vice President of Instruction, reviewed achievements from the past year in instructional processes, curriculum, and program development (PowerPoint copy attached to official minutes). Efforts to expand Distance Education courses and services are a focus. Also in focus is the strengthening of course assistance in the form of tutoring for students. Dr. Minor told the Board an update from the Career Education and grants within Instruction. This summer there were 83 children in attendance at STEM-CiTE (STEM Careers in Technical Education) camps. There is also a coalition effort between the College, Taft Union High School, Taft City School District, West Kern Adult Education Network, and the Chamber of Commerce. This coalition is working towards a K-14 plan to strengthen STEM-CiTE education and career preparation for West Kern students. Dr. Minor added that the College is working towards a block schedule that would place a two-year schedule in place.

Student Services

Severo Balason, Vice President of Student Services, provided an update from the previous year's achievements in Student Services (copy attached to official minutes). Mr. Balason reviewed progress on the state initiative Guided Pathways and stated that the College's work on Guided Pathways has been noted as a model among the community college system. The College is also making positive

progress in the California Academic Partnership Program (CAPP) in partnership with Taft Union High School.

In the area of Security and Safety, the College has installed multiple AED units on campus. This project also included the training of 26 additional staff trained in CPR and AED use.

Information Technology Services

Andrew Prestage, Executive Director of Information Technology Services, presented a PowerPoint update on department accomplishments over the past year (copy attached to official minutes). Mr. Prestage reviewed the updated Technology Master Plan 2019-2024. He also updated the Board on the implementation of copy/print machines across campus in an effort to reduce District printing costs and an upgrade in the Banner system. The ITS department has also made an increased effort in cyber security awareness and practices.

Institutional Research

Xiaohong Li, Executive Director of Institutional Research and Planning (IR), shared a PowerPoint on the IR efforts in both data use and accreditation (copy attached to official minutes). The College is in the preparation phase of the accreditation self-evaluation process. It is actively participating with Accrediting Commission for Community and Junior College (ACCJC) staff to train College staff in the process ahead. Ms. Li reported a timeline for tasks has been constructed and committee work has begun.

Ms. Li also explained the variety of data driven projects that the IR staff assist the College in regularly. As the driver in the Program Review process, the IR office works to assist the College and departments in documentation using data for planning and purchasing purposes. The IR office also assists in grant data, student success efforts and SCFF matrix information. Recently, IR has purchased dashboard software and is working on implementing a data dashboard for website sharing to provide quick and universal data to campus constituents.

Marketing and Community Relations

Susan Groveman, Executive Director of Marketing and Community Relations, reported to the Board on current efforts to raise connections through a variety of communication outlets. She reviewed her projected plans for 2019/20, media relations, media development/management, website development, digital advertising and internal communications.

UPDATE OF PARTNERSHIPS WITH TUHS

Dr. Minor and Mr. Balason co-presented an update on partnerships with TUHS (copy attached to official minutes). Current efforts include College and TUHS employee collaboration to increase success in math and English high school courses to prepare students for college level education. College staff have increased their presence at TUHS by hosting staff development sessions, attending Back to School Night and planned attendance at TUHS freshmen registration night in Spring. Work with the CAPP initiative endeavors are working to create a college goal in students and may lead to future funding to continue preparedness work in students before they reach the College campus.

REVIEW OF BOARD POLICIES 2200 AND 2715, ETHICS AND TRUSTEESHIP

Dr. Debra Daniels shared Board Policies 2200 and 2715 with the Board and led a discussion to review the policies. The Board discussion led to affirmation of the policies.

BOARD REVIEW AND SELF-EVALUATION OF 2018/19 GOALS

Dr. Daniels reviewed the notes and ratings from the 2018/19 Board of Trustee meetings in relation to the goals set by the Board. The Board discussed reports and information given over the specified goal topics. Overall the goals reflected a well-rounded effort by the Board as a whole. The discussion focused on the need for some goals to continue and the notation of goals that required an update for the upcoming year.

ESTABLISHMENT OF 2019/20 BOARD GOALS

Dr. Daniels led a discussion to develop the draft of the 2019/20 Board goals, which included the inclusion of goals still in progress as well as the update for noted goals during the review of the 2018/19 goal evaluation. The draft of the 2019/20 goals will be brought to a future meeting for consideration/approval.

PLANNING SESSION

Dr. Daniels led a discussion in planning for District future projects. The Board discussed visibility in the community and an increased effort to promote the College.

NEXT MEETING DATE

The next regular meeting is scheduled for Wednesday, October 9, 2019, at 5:00 p.m.

ADJOURNMENT

At 2:27 p.m., on a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

Date: September 24, 2019
Submitted by: Brock McMurray, EVP of Administrative Services *BN*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Resolution authorizing the issuance and sale of not to exceed \$12 million of 2019 Refunding General Obligation Bonds to refund outstanding General Obligation Bonds (Election of 2004), Series 2007C and approving related documents and official actions.

Background:

Staff has been working with Capitol Public Finance Group ("Capitol PFG"), the District's registered municipal advisor on saving money by refinancing approximately \$11,235,000 of General Obligation Bonds (Election of 2004), Series 2007C ("Series 2007C Bonds") issued in 2007. The Series 2007 Bonds were used to construct and renovate District facilities. The current interest rate on the Series 2007C Bonds is 4.70%. The District has an opportunity to refinance the Series 2007C Bonds with 2019 Refunding General Obligation Bonds ("2019 Refunding Bonds") at an all-inclusive interest rate of approximately 2.5%. Based on current interest rates, the refinancing will lower debt payments resulting in taxpayer savings of an average of approximately \$223,000 per year or \$2.6 million between now and October 1, 2032, the final maturity of the bonds. Jeff Small of Capitol PFG will present the details of the refinancing.

Terms (if applicable):

The refinancing is designed to lower annual debt service costs solely for the benefit of the taxpayers. The new loan does not extend the term of the current Series 2007C Bonds.

Expense (if applicable):

The costs associated with the refinancing will be paid from proceeds of the new loan.

Fiscal Impact Including Source of Funds (if applicable):

The current source of repayment is ad valorem property taxes.

Approved: 
Dr. Debra Daniels, Superintendent/President

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

RESOLUTION NO. 2019/20-09

**PROVIDING FOR THE ISSUANCE AND SALE OF 2019 REFUNDING
GENERAL OBLIGATION BONDS IN THE MAXIMUM PRINCIPAL
AMOUNT OF \$12,000,000 TO REFUND OUTSTANDING GENERAL
OBLIGATION BONDS (ELECTION OF 2004), SERIES 2007C AND
APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS**

WHEREAS, a bond election was duly held in the West Kern Community College District (the "District") on March 2, 2004, for the purpose of submitting a bond measure to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the maximum aggregate principal amount of \$39,800,000 (the "Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Bonds; and

WHEREAS, the District has previously issued a series of the Bonds designated the "West Kern Community College District (Kern County, California) General Obligation Bonds (Election of 2004), Series 2007C" in the aggregate principal amount of \$12,297,305 (the "2004 Series C Bonds"), under a resolution adopted by the Board of Trustees the District on September 13, 2007, and a resolution adopted by the Board of Supervisors of Kern County on September 25, 2007; and

WHEREAS, the 2004 Series C Bonds were issued as capital appreciation bonds in the aggregate denominational amount of \$1,062,305 and in the form of current interest bonds in the aggregate principal amount of \$11,235,000, and the 2004 Series C Bonds which were issued in the form of current interest bonds are subject to optional redemption on any date on or after November 1, 2017, at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium; and

WHEREAS, the Board of Trustees has determined at this time to issue and sell its West Kern Community College District 2019 Refunding General Obligation Bonds in the aggregate principal amount of not to exceed \$12,000,000 (the "Refunding Bonds") for the purpose of refunding all or a portion of the outstanding 2004 Series C Bonds which were issued as current interest bonds, and thereby realizing financial savings to the property tax payers of the District; and

WHEREAS, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board of Trustees has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with said policy;

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given to them below, unless the context clearly requires some other meaning.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as amended from time to time.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agree to purchase the Refunding Bonds and pay the purchase price therefor.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California, or in any state in which the Office of the Paying Agent is located.

"Closing Date" means the date upon which there is a delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded 2004 Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, fees and charges of bond counsel, disclosure counsel, financial advisor and other professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Refunded 2004 Series C Bonds.

"County" means the County of Kern, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the West Kern Community College District, a community college district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Chancellor, Superintendent/Principal, the Chief Financial Officer, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the date of adoption of this Resolution or as thereafter amended.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., in its capacity as escrow agent for refunding and defeasance of the Refunded 2004 Series C Bonds.

"Escrow Agreement" means the Escrow Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding and discharge of the Refunded 2004 Series C Bonds.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Interest Payment Date" means each May 1 and November 1 during the term of the Refunding Bonds on which interest is payable thereon, as set forth in the Bond Purchase Agreement.

"Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., which has been appointed to act as paying agent for the Refunding Bonds by the District under Section 6.01, including its successors and assigns, and any other corporation or association which may at any time be substituted in its place.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

"Refunded 2004 Series C Bonds" means the West Kern Community College District (Kern County, California) General Obligation Bonds (Election of 2004), Series 2007C which are refunded from the proceeds of the Refunding Bonds, as more particularly identified in the Escrow Agreement.

"Refunding Bonds" means the not to exceed \$12,000,000 aggregate principal amount of West Kern Community College District (Kern County, California) 2019 Refunding General Obligation Bonds issued and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board on October 9, 2019, authorizing the issuance of the Refunding Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and

final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Refunding Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, as the original purchaser of the Refunding Bonds upon the negotiated sale thereof.

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

TERMS OF REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$12,000,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance the Refunded 2004 Series C Bonds.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Refunding Bonds to secure the full and final payment of principal of and interest and premium, if any, on the Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "West Kern Community College District (Kern County, California) 2019 Refunding General Obligation Bonds".

As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded 2004 Series C Bonds plus the principal amount of the Refunded 2004 Series C Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from Capitol Public Finance Group, LLC, as financial advisor to the District, that the requirements of Section 53552 of the Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) General Terms. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on November 1 in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement. The final maturity date of the Refunding Bonds shall be no later than May 1, 2032. Interest on the

Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection (d) are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Refunding Bonds shall be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as determined upon the sale of the Refunding Bonds, any maturity of Refunding Bonds shall be designated as Term Bonds which are subject to mandatory sinking fund redemption on November 1 in each of the years as determined upon the sale of the Refunding Bonds, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection (b) will be reduced in integral multiples of \$5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days before the date fixed for redemption, to (i) to the Municipal Securities Rulemaking Board, and (ii) to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice shall (i) state the redemption date and the redemption price, (ii) if less than all of the then Outstanding Refunding Bonds are to be called for redemption, designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, (iii) require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, and (iv) state that further interest on such Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, such Refunding Bonds so called will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all of the Refunding Bonds, and submit a certificate of cancellation to the District.

(e) Right to Rescind Notice of Optional Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds by written notice to the Paying Agent on or before the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption, and such cancellation will not constitute a default hereunder. The District and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or

appropriate variations, omissions and insertions, as permitted or required by this Resolution, as set forth in Appendix A hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary to the Board, and the seal of the Board shall be reproduced thereon. The Refunding Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Bond Purchase Agreement.

Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No transfer of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. Pursuant to Section 53583 of the Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary to the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that (a) the Underwriter's discount shall not exceed 0.50% of the aggregate principal amount of the Refunding Bonds, and (b) the true interest cost of the Refunding Bonds shall not exceed 6.00% per annum. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53555 of the Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, and (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its financing plan.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Secretary to the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of sale of the Refunding Bonds shall be applied on the Closing Date as follows:

- (a) an amount required to pay the estimated Costs of Issuance shall be transferred to The Bank of New York Mellon Trust Company, N.A., to

be held and administered in accordance with the agreement which is approved under Section 3.04; and

- (b) the remainder of such proceeds shall be transferred to the Escrow Agent to be applied to refund and discharge all of the Refunded 2004 Series C Bonds on the Closing Date in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreement. The Refunded 2004 Series C Bonds shall be refunded and discharged on the Closing Date in accordance with the provisions of the Escrow Agreement. The Board hereby approves the Escrow Agreement in substantially the form on file with the Secretary to the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or modifications. A District Representative is directed to execute the final form of the Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreement on the Closing Date.

Section 3.04. Costs of Issuance Custodian Agreement. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with The Bank of New York Mellon Trust Company, N.A. in the form on file with the Secretary to the Board. As provided in said agreement, a portion of the proceeds of the Refunding Bonds shall be deposited thereunder, to be applied for the payment of Costs of Issuance upon requisitions submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The Board hereby approves and confirms the engagement of Capitol Public Finance Group, LLC to act as the District's financial advisor in connection with the issuance and sale of the Refunding Bonds, and the engagement of Jones Hall, A Professional Law Corporation, to act as the District's bond counsel and disclosure counsel in connection with the issuance of the Refunding Bonds. The estimated costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.06. Bond Insurance. If the District is advised by Capitol Public Finance Group, LLC, as its financial advisor, that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Refunding Bonds, a District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

Section 3.07. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Refunding Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest and redemption premium (if any) on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain while the Refunding Bonds are outstanding an interest and sinking fund for the Refunding Bonds. The Debt Service Fund shall be maintained by the County Treasurer as a separate account, distinct from all other funds of the District. The County Treasurer shall deposit or cause to be deposited into the Debt Service Fund the proceeds of taxes levied under Section 4.01.

The Debt Service Fund hereby is pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance with Section 4.03.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make

payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and redemption price of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in strict conformity with the terms of the Refunding Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Refunding Bonds. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least

\$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Refunding Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard

to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Refunding Bonds shall be exclusive of any other remedy and that each and

every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

SECTION 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. The Refunding Bonds, or any portion thereof, may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such

Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided,*

however, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, the Board of Supervisors or any officer, official, agent or employee of the County have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Bond Law. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Section 15250 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this Resolution which

are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Refunding Bonds, including interest thereon, no implied covenants or obligations shall be read into this Resolution against the County, including its Board of Supervisors, officers, officials, agents and employees.

The District further agrees that it will indemnify and hold harmless the County, the Board of Supervisors and the officers, employees and agents thereof, and each of them (the "Indemnified Parties") against any and all losses, damages, claims, costs, expenses and/or liabilities, joint or several, to which such Indemnified Parties may become subject, because of action or inaction related to the Refunding Bonds described herein. The District further agrees to reimburse any such Indemnified Parties for any and all legal and/or other expenses incurred in connection with investigating and/or defending any such claims or action.

Section 9.06. Destruction of Canceled Refunding Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Execution of Documents. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

I hereby certify that the foregoing Resolution was passed and adopted by the Board of Trustees of the West Kern Community College District at a regular meeting thereof duly held on October 9, 2019, by a majority vote of all of its members.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

President of the Board

APPENDIX A

FORM OF REFUNDING BOND

REGISTERED BOND NO. _____

\$ _____

WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)

2019 REFUNDING GENERAL OBLIGATION BOND

INTEREST RATE:

MATURITY DATE:

ISSUE DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The WEST KERN COMMUNITY COLLEGE DISTRICT (the "District"), located in Kern County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on May 1 and November 1 of each year, commencing _____ 1, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 1, 20__, in which event it shall bear interest from the Issue Date stated above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which

written request is on file with the Paying Agent before any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District, issued under a resolution of the Board of Trustees of the District adopted on October 9, 2019 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before November 1, 20__, are not subject to redemption before their respective stated maturities. The Bonds maturing on or after November 1, 20__, are subject to redemption at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on November 1, 20__, and on any date thereafter, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed) as set forth in the following table, together with accrued interest thereon to the date fixed for redemption.

Redemption Dates

Redemption Price

[if applicable: The Bonds maturing on November 1 in each of the years ____ and ____ are Term Bonds which are subject to mandatory sinking fund redemption on

November 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced as designated in written notice filed by the District with the Paying Agent.

**Mandatory Sinking Fund Redemption of
Bonds Maturing November 1, ____**

<u>Mandatory Sinking Fund Redemption Date (November 1)</u>	<u>Principal Amount To be Redeemed</u>
--	--

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to the Municipal Securities Rulemaking Board and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, before the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the West Kern Community College District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary to its Board of Trustees, and has caused the seal of the District to be reproduced hereon, all as of the date stated above.

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By _____
President
Board of Trustees

Attest:

Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent**

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds (Estimated): 2.50%
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$260,000. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately \$175,000 together with estimated underwriter's compensation and bond insurance (assuming bond insurance is obtained) in the combined amount of approximately \$85,000.
3. Proceeds of the Refunding Bonds expected to be received by the District for deposit to the Escrow Fund, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): \$11,300,000.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$13,700,000.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Refunding Bonds.*

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 24, 2019

NEW ISSUE - FULL BOOK-ENTRY

RATING: Standard & Poor's: "___"
See "RATING" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described in this Official Statement, under existing law, interest on the Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS."

\$12,000,000*
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 REFUNDING GENERAL OBLIGATION BONDS

Dated: Date of Delivery

Due: November 1, as shown on inside cover

Cover Page. This cover page contains information for quick reference only. It is not a summary of all the provisions of the Bonds. Investors must read the entire official statement to obtain information essential in making an informed investment decision.

Authority and Purpose. The captioned 2019 Refunding General Obligation Bonds (the "Bonds") are being issued by the West Kern Community College District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on October 9, 2019 (the "Bond Resolution"). Proceeds of the Bonds will be applied for the purpose of refunding certain maturities of the District's outstanding General Obligation Bonds (Election of 2004), Series 2007C (the "2007C Bonds") and to pay related costs of issuance. See "THE REFINANCING PLAN" and "THE BONDS – Authority for Issuance."

Security. The Bonds are general obligations of the District. The Board of Supervisors of Kern County has the power and is obligated to annually levy *ad valorem* taxes upon all property subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates) for the payment of principal of and interest on the Bonds. The District has other series of general obligation bonds outstanding which are similarly secured by tax levies. See "SECURITY FOR THE BONDS."

Payments. Interest on the Bonds accrues from the date of delivery and is payable semiannually on May 1 and November 1 of each year, commencing May 1, 2020, by check, draft or wire to the person in whose name the Bond is registered. Payments of principal of and interest on the Bonds will be paid by the County of Kern, Director of Finance, Kern, California, as Paying Agent for the Bonds (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS – Description of the Bonds."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS - Redemption."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "APPENDIX F – Book-Entry-Only System."

MATURITY SCHEDULE

(See inside front cover)

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Kutak Rock LLP, Denver, Colorado is serving as Underwriter's Counsel. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC, on or about November ____, 2019.

STIFEL

The date of this Official Statement is _____, 2019.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE

WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 Refunding General Obligation Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	CUSIP[†]
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[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The following statement has been included in this Official Statement on behalf of the Underwriter of the Bonds: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

**WEST KERN COMMUNITY COLLEGE DISTRICT
KERN COUNTY, CALIFORNIA**

DISTRICT BOARD OF TRUSTEES

Dawn Cole, *President*
Manny Campos, *Secretary*
Billy White, *Trustee*
Dr. Kathy Garner Orrin, *Trustee*
Michael Long, *Trustee*

DISTRICT ADMINISTRATIVE STAFF

Debra Daniels, *Superintendent/Principal*
Brock McMurray, *Executive Vice President, Administrative Services, CFO*
Amanda Bauer, *Executive Director, Fiscal Services*

PROFESSIONAL SERVICES

FINANCIAL ADVISOR

Capitol Public Finance Group, LLC
Roseville, California

BOND COUNSEL AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas

ESCROW VERIFICATION

Causey Demgen & Moore P.C.
Denver, Colorado

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\$12,000,000*
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 Refunding General Obligation Bonds

INTRODUCTION

This Official Statement, which includes the cover page, inside cover page and appendices hereto, provides information in connection with the sale and delivery of the 2019 Refunding General Obligation Bonds captioned above (the "**Bonds**").

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The District

The District was established in 1922 and is located in the community of Taft in western Kern County (the "**County**"). The District operates a two-year community college on a single campus, known as Taft College. The District encompasses approximately 735 square and includes the elementary school districts of Taft City, Midway, McKittrick, and Elk Hills, the Taft Union High School District, and the Maricopa Unified School District. The three year average enrollment in the District is estimated at 2,793 full-time equivalent students. The District's total assessed value in fiscal year 2019-20 is \$ 8,536,098,110. *For more information regarding the District and its finances, see Appendix A and Appendix B attached hereto. See also Appendix C hereto for demographic and other information regarding the County.*

Sources of Payment for the Bonds

The Bonds are general obligation bonds of the District payable from *ad valorem* taxes. The Board of Supervisors of the County has the power and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation without limitation of rate or amount (except certain personal property which is taxable at limited rates). See "SECURITY FOR THE BONDS" and "PROPERTY TAXATION."

Purpose of the Issue

The net proceeds of the Bonds will be used to refinance on a current basis certain maturities of the District's outstanding General Obligation Bonds (Election of 2004), Series 2007C issued in the original aggregate principal amount of \$12,297,305 (the "**Prior Bonds**") and with respect to those maturities to be refunded, the "**Refunded Bonds**"), and to pay related costs of issuance. See "THE REFINANCING PLAN" herein.

**Preliminary; subject to change.*

Authority for Issuance

The Bonds will be issued pursuant to the authority of the Bond Election and certain provisions of the Government Code of the State, commencing with Section 53550 thereof (the "**Bond Law**"), and pursuant to a resolution adopted by the Board of Trustees of the District on October 9, 2019 (the "**Bond Resolution**"). See "THE BONDS - Authority for Issuance" herein.

Description of the Bonds

Generally. The Bonds are issued as current interest bonds which mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See "THE BONDS – Description of the Bonds," "– Book-Entry Only System" and "APPENDIX F – Book-Entry Only System."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See discussion of redemption features under the heading "THE BONDS-Redemption" herein.

Legal Matters

Issuance of the Bonds is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as bond counsel ("**Bond Counsel**"), to be delivered in substantially the form attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, will also serve as disclosure counsel to the District ("**Disclosure Counsel**"). See "APPENDIX D – Form of Opinions of Bond Counsel."

Tax Matters

In the opinion of Bond Counsel, subject, however to certain qualifications described in this Official Statement, under existing law, interest on the Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxes. See "TAX MATTERS" and Appendix D hereto.

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued and received by the Underwriter, subject to approval as to the legality by Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about November ____, 2019.

Continuing Disclosure

The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate is included in Appendix E hereto. See also "CONTINUING DISCLOSURE" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the District, West Kern Community College District, 29 Cougar Court, Taft, California 93268; phone (661) 763-7727. The District may impose a charge for copying, mailing and handling.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entireties by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

END OF INTRODUCTION

THE REFINANCING PLAN

As described herein, the proceeds of the Bonds will be used to refund certain maturities of the Prior Bonds, and to pay related costs of issuance.

The Refunded Bonds

The Prior Bonds were authorized at an election of the registered voters of the District held on March 2, 2004, which authorized the issuance of \$39,800,000 principal amount of general obligation bonds (the "**2004 Authorization**") for the purpose of constructing and renovating District buildings and other facilities. The Prior Bonds were issued as current interest bonds and capital appreciation bonds in the aggregate principal amount of \$12,297,305. The Prior Bonds which are current interest bonds are subject to optional redemption any date at a price of 100.0% of the principal amount to be redeemed, plus any accrued interest (as applicable), without premium.

The Refunding Bonds are being issued by the District to refund on a current basis certain maturities of the Prior Bonds, as more particularly identified in the following table (the "**Refunded Bonds**").

WEST KERN COMMUNITY COLLEGE DISTRICT Identification of Refunded Bonds

Maturities Payable from Escrow	CUSIP†	Principal Amount	Redemption Date	Redemption Price
11/01/2022	953542DK0	\$250,000	12/09/2019	100.0%
11/01/2023	953542DL8	495,000	12/09/2019	100.0
11/01/2024	953542DM6	555,000	12/09/2019	100.0
11/01/2025	953542DN4	625,000	12/09/2019	100.0
11/01/2026	953542DP9	690,000	12/09/2019	100.0
11/01/2027	953542DQ7	770,000	12/09/2019	100.0
11/01/2031-T	953542DR5	3,945,000	12/09/2019	100.0
11/01/2032	953542DS3	3,905,000	12/09/2019	100.0
Total:	--	\$11,235,000	--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Deposits in Escrow Fund

The District will deliver the net proceeds of the Refunding Bonds to The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, as escrow bank (the "**Escrow Agent**"), for deposit in an escrow fund (the "**Escrow Fund**") established under an Escrow Agreement (the "**Escrow Agreement**"), between the District and the Escrow Agent. The Escrow Agent will invest such funds in certain United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States ("**Escrow Fund Securities**") or hold such funds in cash, and will apply such funds, together with interest earnings (if any), to pay the principal of and interest on the Refunded Bonds, including the redemption price of the Refunded Bonds, as set forth above, together with accrued interest to the redemption date identified above.

Sufficiency of the deposits in the Escrow Fund for the foregoing purposes will be verified by Causey Demgen & Moore P.C., Denver, Colorado (the "**Verification Agent**"). See "VERIFICATION OF MATHEMATICAL ACCURACY" herein. As a result of the deposit of funds with the Escrow Agent on the date of issuance of the Refunding Bonds, the Refunded Bonds will be legally defeased and will be payable solely from amounts held for that purpose under the Escrow Agreement, and will cease to be secured by *ad valorem* property taxes levied in the District.

The Escrow Fund Securities and cash held by the Escrow Agent in the Escrow Fund are pledged solely to the payment of the Refunded Bonds, and will not be available for the payment of debt service with respect to the Refunding Bonds.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

WEST KERN COMMUNITY COLLEGE DISTRICT Sources and Uses of Funds

Sources of Funds

Principal Amount of Bonds
Net Original Issue Premium/(Discount)

Total Sources

Uses of Funds

Deposit to Escrow Fund
Costs of Issuance⁽¹⁾

Total Uses

(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Financial Advisor, Paying Agent, Escrow Agent and the rating agency.

See also "APPLICATION OF PROCEEDS OF THE BONDS" herein.

THE BONDS

Authority for Issuance

The Bonds will be issued pursuant to the authority of the Bond Law and the Bond Resolution.

Paying Agent

The Bank of New York Mellon Trust Company, N.A., will act as the registrar, transfer agent, and paying agent for the Bonds (the "**Paying Agent**"). As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Bonds or of any other action premised on such notice.

The Paying Agent, the District and the County have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership of interests in the Bonds.

Description of the Bonds

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company ("**DTC**"). Purchasers will not receive physical certificates representing their interest in the Bonds. See "Book-Entry Only System" below and "APPENDIX F – Book-Entry Only System."

Interest on the Bonds accrues from the date of original delivery (the "**Dated Date**") and is payable semiannually on May 1 and November 1 of each year (each, an "**Interest Payment Date**") commencing May 1, 2020. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding such Interest Payment Date (each, a "**Record Date**"), in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to April 15, 2020, in which event it will bear interest from the Dated Date; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds, including the final interest payment upon maturity, is payable by check or draft of the Paying Agent mailed on the Interest Payment Date by first-class mail to the Owner thereof at such Owner's address as it appears on the bond register maintained by the Paying Agent at the close of business on the preceding Record Date, or at such other address as the Owner may have filed with the Paying Agent for that purpose, or upon written request filed with the Paying Agent as of the Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer.

The Bonds will be issued in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on November 1 in the years and amounts set forth on the inside cover page hereof.

Book-Entry-Only System

The Bonds will be issued in fully registered form only and, when initially issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository for the Bonds. Purchasers of the Bonds will not receive physical certificates representing their beneficial ownership interests in the Bonds purchased. Payments of principal and interest on the Bonds will be paid by the Paying Agent to DTC, which is obligated in turn to remit such principal and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See "APPENDIX F – Book-Entry Only System" herein.

Redemption*

Optional Redemption. The Bonds maturing on or before November 1, 20__, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after November 1, 20__, are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on November 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on November 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption in part by lot, on November 1 of each year in accordance with the schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed at the principal amount of such Bonds to be redeemed, plus accrued but unpaid interest, without premium.

Term Bonds Maturing November 1, 20__

Redemption Date (November 1)	Sinking Fund Redemption
---------------------------------	----------------------------

If some but not all of the Term Bonds have been redeemed pursuant to the optional redemption provisions described above, the aggregate principal amount of Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption by lot within a maturity. Redemption by lot shall be in such a manner

*Preliminary; subject to change.

as the Paying Agent may determine; provided, however, that the portion of any Bond to be redeemed in part will be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

The Paying Agent is required to give notice of the redemption of the Bonds, at the expense of the District, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books maintained by the Paying Agent. Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Neither failure to receive or failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of the same series, tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Optional Redemption

The District has the right to rescind any notice of the optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution relating to the Bonds.

Registration, Transfer and Exchange of Bonds

If the book entry system is discontinued, the District shall cause the Paying Agent to maintain and keep at its office all books and records necessary for the registration, exchange and transfer of the Bonds (the "**Bond Register**").

If the book entry system is discontinued, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond shall be made only to or upon the order of that person;

neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Bonds may be exchanged for Bonds of the same series, tenor, maturity and principal amount upon presentation and surrender at the office of the Paying Agent in Kern, California. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Defeasance

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under such Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the Principal Amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in such Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the Principal Amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the

redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), then all liability of the County and the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As defined in the Bond Resolution, the term "**Federal Securities**" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

DEBT SERVICE SCHEDULES

Debt Service for the Bonds. The following table shows the debt service schedule with respect to the Bonds, assuming no optional redemptions.

WEST KERN COMMUNITY COLLEGE DISTRICT Bonds Debt Service Schedule

Bond Year Ending November 1	Principal	Interest	Total Debt Service
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
Total			

Combined General Obligation Bonds Debt Service. The following table shows the combined debt service schedule with respect to all outstanding general obligation bonds of the District, together with the Bonds, assuming no optional redemptions. See also "APPENDIX B - GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT - DISTRICT FINANCIAL INFORMATION - Indebtedness of the District."

**WEST KERN COMMUNITY COLLEGE DISTRICT
Combined Debt Service Schedule**

Period Ending (Aug. 1)	Outstanding Bonds Aggregate Annual Debt Service	Bonds Annual Debt Service	Aggregate Annual Debt Service
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
TOTAL			

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Bonds out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing in the Bond Resolution or Paying Agent Agreement prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Other Bonds Payable from Ad Valorem Property Taxes. The District has previously issued other general obligation bonds, which are payable from *ad valorem* taxes on a parity basis. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District, which is payable from *ad valorem* taxes levied on parcels in the District. See "PROPERTY TAXATION – Direct and Overlapping Debt" below.

Levy and Collection. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the Auditor-Controller/Treasurer-Tax Collector of the County of Fresno (the "Treasurer"), and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property. See "PROPERTY TAXATION -Teeter Plan" below.

Statutory Lien on Ad Valorem Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter-approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the school district or community college district, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property

caused by, among other eventualities, earthquake, flood, fire, drought or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate.

Debt Service Fund

The Treasurer will establish a Debt Service Fund (the "**Debt Service Fund**") for the Bonds, which will be established as a separate fund to be maintained distinct from all other funds of Fresno County. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds will be transferred to and deposited in the Debt Service Fund promptly upon receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The District will direct the Treasurer to transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Bonds as the same become due and payable.

If, after payment in full of the Bonds, any amounts remain on deposit in a Debt Service Fund, the District shall transfer such amounts to other debt service funds of the District with respect to outstanding general obligation bonds of the District, if any, and if none, then to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

PROPERTY TAXATION

Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing (1) state assessed public utilities' property and (2) property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and October 9, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary

property", a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuations

Historic Assessed Valuations. The assessed valuation of property in the District is established by the County Assessors, except for public utility property which is assessed by the State Board of Equalization, as described above. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIII A of the California Constitution. For a discussion of how properties currently are assessed, see Appendix B under the heading "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS."

Certain classes of property, such as churches, Colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following table sets forth a recent history of the total assessed value in the District.

WEST KERN COMMUNITY COLLEGE DISTRICT Assessed Valuations of All Taxable Property Fiscal Years 2010-11 to 2019-20

Fiscal Year	Local Secured	Utility	Unsecured	Total	% Change
2010-11	\$11,738,851,845	\$767,548,295	\$162,762,477	\$12,669,162,617	--%
2011-12	13,509,995,636	733,851,405	154,827,902	14,398,674,943	0.1
2012-13	14,575,147,167	635,388,083	200,206,267	15,410,741,517	1.7
2013-14	12,706,248,158	458,592,438	211,101,084	13,375,941,680	(0.3)
2014-15	14,051,633,182	377,046,502	190,405,746	14,619,085,430	(2.9)
2015-16	8,957,423,404	421,715,852	193,508,697	9,572,647,953	(2.0)
2016-17	5,984,820,851	329,276,485	153,130,796	6,467,228,132	0.1
2017-18	7,544,515,681	144,654,044	143,909,358	7,833,079,083	0.3
2018-19	7,699,677,550	180,213,519	126,390,154	8,006,281,223	(0.5)
2019-20	8,270,787,998	146,211,348	119,098,764	8,536,098,110	(0.2)

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters such as earthquakes, fires, wildfires, floods and drought. Notable natural disasters in recent years include drought conditions throughout the State, which ended in 2017 due to record-level precipitation in late 2016 and early 2017, and wildfires in different regions of the State, and flooding and mudslides. The most destructive of the recent wildfires, which have burned thousands of acres and destroyed thousands of homes and structures, have originated in wildlands adjacent to urban areas. Seismic activity is also a risk in the region where the District is located. Although recent California wildfires have not occurred within District boundaries, the District cannot predict or make any representations regarding the effects that wildfires or any other type of natural or manmade disasters and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Assessed Valuation by Jurisdiction. Shown below is the 2019-20 assessed valuation in the District by the different jurisdictions located within the District.

**WEST KERN COMMUNITY COLLEGE DISTRICT
2019-20 Assessed Valuation by Jurisdiction**

<u>Jurisdiction:</u>	<u>Assessed Valuation in School District</u>	<u>% of School District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>% of Jurisdiction in School District</u>
City of Maricopa	\$ 27,876,222	0.33%	\$27,876,222	100.00%
City of Taft	412,408,361	4.83	\$412,408,361	100.00%
Unincorporated Kern County	<u>8,095,813,527</u>	<u>94.84</u>	\$54,527,229,837	14.85%
Total District	\$8,536,098,110	100.00%		
Kern County	\$8,536,098,110	100.00%	\$95,585,295,862	8.93%

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table gives a distribution of taxable property located in the District on the fiscal year 2019-20 tax roll by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

**WEST KERN COMMUNITY COLLEGE DISTRICT
2019-20 Assessed Valuation and Parcels by Land Use**

	<u>2019-20 Assessed Valuation ⁽¹⁾</u>	<u>% of Total</u>	<u>No. of Parcels</u>	<u>% of Total</u>
<u>Non-Residential:</u>				
Agricultural	\$ 355,986,222	4.23%	2,090	16.91%
Commercial/Office	75,023,015	0.89	362	2.93
Vacant Commercial	3,732,592	0.04	189	1.53
Industrial	409,402,912	4.86	128	1.04
Vacant Industrial	4,726,438	0.06	25	0.20
Utility/Power Plants	146,211,348	1.74	20	0.16
Oil and Gas Production/Mineral Rights	6,767,622,262	80.40	915	7.40
Recreational	1,275,287	0.02	15	0.12
Government/Social/Institutional	<u>21,324,728</u>	<u>0.25</u>	<u>1,217</u>	<u>9.85</u>
Subtotal Non-Residential	\$7,785,304,804	92.50%	4,961	40.14%
<u>Residential:</u>				
Single Family Residence	\$530,560,573	6.30%	5,169	41.82%
Condominium/Townhouse	4,802,572	0.06	55	0.44
Mobile Home	40,125,631	0.48	637	5.15
2-4 Residential Units	22,105,962	0.26	265	2.14
5+ Residential Units/Apartments	8,256,149	0.10	43	0.35
Vacant Residential	<u>25,843,655</u>	<u>0.31</u>	<u>1,230</u>	<u>9.95</u>
Subtotal Residential	\$631,694,542	7.50%	7,399	59.86%
Total	\$8,416,999,346	100.00%	12,360	100.00%

(1) Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Per Parcel Assessed Valuation of Single-Family Homes

The following table shows the assessed valuation of single-family homes in the District for fiscal year 2019-20.

WEST KERN COMMUNITY COLLEGE DISTRICT 2019-20 Per Parcel Assessed Valuation of Single Family Homes

Single Family Residential	No. of Parcels	2019-20 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation		
	5,169	\$530,560,573	\$102,643	\$80,709		
2019-20 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	445	8.609%	8.609%	\$ 7,711,447	1.453%	1.453%
\$25,000 - \$49,999	1,104	21.358	29.967	41,124,764	7.751	9.205
\$50,000 - \$74,999	877	16.967	46.934	54,236,026	10.222	19.427
\$75,000 - \$99,999	640	12.382	59.315	55,658,528	10.491	29.918
\$100,000 - \$124,999	496	9.596	68.911	55,661,169	10.491	40.409
\$125,000 - \$149,999	473	9.151	78.062	64,857,813	12.224	52.633
\$150,000 - \$174,999	334	6.462	84.523	54,267,700	10.228	62.861
\$175,000 - \$199,999	249	4.817	89.340	46,330,293	8.732	71.594
\$200,000 - \$224,999	179	3.463	92.803	37,930,032	7.149	78.743
\$225,000 - \$249,999	99	1.915	94.719	23,534,713	4.436	83.179
\$250,000 - \$274,999	79	1.528	96.247	20,617,138	3.886	87.064
\$275,000 - \$299,999	58	1.122	97.369	16,614,791	3.132	90.196
\$300,000 - \$324,999	45	0.871	98.240	13,963,749	2.632	92.828
\$325,000 - \$349,999	25	0.484	98.723	8,386,535	1.581	94.409
\$350,000 - \$374,999	24	0.464	99.187	8,614,666	1.624	96.032
\$375,000 - \$399,999	9	0.174	99.362	3,519,462	0.663	96.696
\$400,000 - \$424,999	8	0.155	99.516	3,314,198	0.625	97.320
\$425,000 - \$449,999	4	0.077	99.594	1,760,715	0.332	97.652
\$450,000 - \$474,999	2	0.039	99.632	936,391	0.176	97.829
\$475,000 - \$499,999	3	0.058	99.690	1,434,849	0.270	98.099
\$500,000 and greater	16	0.310	100.000	10,085,594	1.901	100.000
Total	5,169	100.000%		\$530,560,573	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in APPENDIX B.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases,

the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

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Tax Rates

Contained within the District's boundaries are numerous overlapping local agencies. The following table presents a total tax rate for typical property owners within the District.

WEST KERN COMMUNITY COLLEGE DISTRICT Typical Total Tax Rates per \$100 of Assessed Valuation (TRA 93-003)⁽¹⁾

	2014-15	2015-16	2016-17	2017-18	2018-19
General Tax Rate	\$1.000000	\$1.000000	\$1.000000	\$1.000000	\$1.000000
Kern County Water Agency	.015382	.020635	.025261	.029707	.028063
Midway School District	.014530	.029754	.050012	.009397	.041656
West Kern Community College District	.017837	.008601	.079051	.005797	.019796
Total Tax Rate	\$1.047749	\$1.058990	\$1.154324	\$1.044901	\$1.089515

(1) 2018-19 assessed valuation of TRA 93-003 is \$1,226,443,661, which is 15.32% of the district's total assessed valuation.
Source: California Municipal Statistics, Inc.

Teeter Plan; Property Tax Collections

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes.

So long as the Teeter Plan remains in effect, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors can under certain circumstances terminate the Teeter Plan in part or in its entirety with respect to the entire County and, in addition, the Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The following table shows a history of secured tax charges and delinquencies in the District.

**WEST KERN COMMUNITY COLLEGE DISTRICT
Secured Tax Charges and Delinquencies⁽¹⁾**

Fiscal Year	Secured Tax Charge⁽²⁾	Amount Delinquent June 30	% Delinquent June 30
2013-14	\$10,612,704.74	\$137,715.31	1.30%
2014-15	11,680,965.53	152,574.37	1.31
2015-16	7,339,735.99	91,861.77	1.25
2016-17	4,810,204.96	64,678.28	1.34
2017-18	5,975,190.46	70,570.41	1.18
2018-19	6,154,207.59	77,676.99	1.26

Fiscal Year	Secured Tax Charge⁽³⁾	Amount Delinquent June 30	% Delinquent June 30
2013-14	\$2,900,867.93	\$19,027.23	0.66%
2014-15	2,651,394.31	5,167.46	0.19
2015-16	837,614.76	2,789.67	0.33
2016-17	5,264,975.59	30,132.51	0.57
2017-18	473,224.20	2,782.64	0.59
2018-19	1,660,655.53	9,810.19	0.59

(1) Kern County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest.

(2) 1% General Fund apportionment.

(3) District's general obligation bond debt service levy.

Source: California Municipal Statistics, Inc.

Top Twenty Property Taxpayers

General. The top twenty taxpayers in the District with the greatest combined assessed valuation of taxable property on the fiscal year 2019-20 tax roll, and the assessed valuations thereof, are shown below.

The more property (by assessed value) which is owned by a single taxpayer in the District, the greater amount of tax collections is exposed to weaknesses in the taxpayer's financial situation and ability or willingness to pay property taxes. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

WEST KERN COMMUNITY COLLEGE DISTRICT Top Twenty 2019-20 Local Secured Taxpayers

	<u>Property Owner</u>	<u>2019-20 Primary Land Use</u>	<u>% of Assessed Valuation</u>	<u>Total ⁽¹⁾</u>
1.	Chevron USA Inc.	Oil & Gas Production	\$2,250,977,746	26.74%
2.	California Resources Elk Hills LLC	Oil & Gas Production	2,156,062,661	25.62
3.	Sentinel Peak Resources Cal LLC	Oil & Gas Production	903,600,687	10.74
4.	Berry Petroleum Company LLC	Oil & Gas Production	673,851,152	8.01
5.	Aera Energy LLC	Oil & Gas Production	452,164,848	5.37
6.	Seneca Resources Corporation	Oil & Gas Production	253,162,325	3.01
7.	Sunrise Power Company LLC	Power Generation	140,400,000	1.67
8.	Southern San Joaquin Production Inc.	Oil & Gas Production	82,297,210	0.98
9.	Crimson Resource Management Corp	Oil & Gas Production	65,601,127	0.78
10.	Sun Pacific Facilities LP	Food Processing	59,121,680	0.70
11.	Maricopa Orchards LLC	Agricultural	56,308,882	0.67
12.	Crestwood West Coast LLC	Industrial	47,923,546	0.57
13.	Wonderful Citrus LLC	Agricultural	46,955,316	0.56
14.	Nestle Purina Petcare Co.	Industrial	46,794,860	0.56
15.	Calmat Co.	Industrial	39,145,076	0.47
16.	TRC Cypress Group LLC	Oil & Gas Production	38,857,720	0.46
17.	Holmes Western Oil Corp.	Oil & Gas Production	37,740,274	0.45
18.	Paramount Ranch Co.	Agricultural	25,926,937	0.31
19.	West Coast Grape Farms	Agricultural	25,313,447	0.30
20.	Old River Groves LP	Agricultural	19,616,317	0.23
			<u>\$7,421,821,811</u>	<u>88.18%</u>

(1) 2019-20 local secured assessed valuation: \$8,416,999,346.

Source: California Municipal Statistics, Inc

Concentration of Property Ownership in the District. Secured assessed value in the Districts is concentrated in the top twenty secured taxpayers. The top two taxpayers account for over fifty percent of the secured assessed value in the District. Non-payment of property taxes by a large owner in the District could reduce the District's share of local property taxes, although so long as the County participates in the "Teeter Plan" further described below, the District will receive its share of such taxes, notwithstanding delinquencies.

In addition, the County is the largest petroleum producing county in the State, and as identified by the data presented in the foregoing table, a large portion of property ownership in the District is owned by gas and oil producing properties. These properties are taxable as real property; however, special rules apply to the determination of their assessed value, and is

determined by the Special Properties Section of the County Assessor's office. The State Board of Equalization is empowered to prescribe rules and regulations governing local assessors' uniform assessment of certain types of properties, and pursuant to such authority, has adopted Rule 468 with respect to oil and gas producing properties. Rule 468 recognizes the unique nature of oil and gas property interests which require the application of specialized appraisal techniques designed to satisfy the requirements of State law with respect to property taxation. The appraisal methodology takes into account variables such as base year values of the property and mineral reserves, increases and reductions in recoverable amounts, proved reserves, discoveries, construction of improvements and changes in economic conditions, among others. As such, the value of oil and gas producing properties may be subject to more fluctuations in assessed values than other types of property.

Direct and Overlapping Debt Obligations

Set forth below is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. and dated September 1, 2019. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

WEST KERN COMMUNITY COLLEGE DISTRICT Statement of Direct and Overlapping Bonded Debt Dated as of September 1, 2019

2019-20 Assessed Valuation: \$8,536,098,110

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 9/1/19</u>
West Kern Community College District	100.000%	\$31,522,079 ⁽¹⁾
Maricopa Unified School District	100.000	3,895,000
Elk Hills School District	100.000	5,403,740
Midway School District	100.000	5,399,439
Taft School District	100.000	<u>25,337,702</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$71,557,960
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Kern County Certificates of Participation	8.930%	\$ 8,176,832
Kern County Pension Obligation Bonds	8.930	16,061,627
Kern County Board of Education Certificates of Participation	8.930	3,225,070
West Kern Community College District Certificates of Participation	100.000	<u>22,780,000</u>
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$50,243,529
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		\$2,171,000
COMBINED TOTAL DEBT		\$123,972,489 ⁽²⁾

Ratios to 2019-20 Assessed Valuation:

Direct Debt (\$31,522,079)	0.37%
Total Overlapping Tax and Assessment Debt	0.84%
Combined Direct Debt (\$54,302,079)	0.64%
Combined Total Debt.....	1.45%

Ratio to Redevelopment Incremental Valuation (\$44,488,495):

Total Overlapping Tax Increment Debt.....	4.88%
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(1) Excludes the Bonds described herein.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District (an "Annual Report") to the Municipal Securities Rulemaking Board not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing by March 31, 2020 with the report for the 2018-19 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

The District has existing disclosure undertakings that have been made pursuant to the Rule in connection with the issuance of other outstanding general obligation bonds and refunding general obligation bonds. See "APPENDIX B - GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT - DISTRICT FINANCIAL INFORMATION - Indebtedness of the District." A review of the District's prior undertakings and filings made in the previous five years has been undertaken. Instances of non-compliance in the previous five years are _____.

In order to assist it in complying with its disclosure undertakings for its outstanding bonds and the Bonds, the District has engaged _____, to serve as its dissemination agent with respect to its each of its disclosure undertakings, including the Continuing Disclosure Certificate to be executed in connection with the Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties regarding continuing disclosure.

CERTAIN LEGAL MATTERS

Absence of Material Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect, executed by an authorized officer of the District, will be furnished to Underwriter at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is subject to lawsuits and claims that arise in the regular course of administering the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

Legal Opinions

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality by Bond Counsel. The opinions of Bond Counsel with respect to the Bonds will be delivered in substantially the respective forms attached hereto as Appendix D. Certain legal matters will also be passed upon for the District by Disclosure Counsel. The fees of Bond Counsel and Disclosure Counsel are contingent upon the issuance and delivery of the Bonds.

TAX MATTERS

Tax-Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "**original issue discount**" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "**original issue premium**" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of

purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Form of Opinion. A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

Other Tax Considerations

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above, including any opinion regarding federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

In addition, future legislation, if enacted into law, or clarification of the Tax Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Tax Code may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

VERIFICATION OF MATHEMATICAL ACCURACY

The Verification Agent, upon delivery of the Bonds, will deliver a report of the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the District, relating to (a) the sufficiency of the anticipated amount of proceeds of the Bonds and other funds available to pay, when due, the principal, whether at maturity or upon prior redemption, interest and redemption premium requirements of the Refunded Bonds and (b) the "yields" on the amount of proceeds held and invested prior to redemption of the Refunded Bonds and on the Bonds considered by Bond Counsel in connection with the opinion rendered by Bond Counsel that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "**Tax Code**").

The report of the Verification Agent will include the statement that the scope of their engagement is limited to verifying mathematical accuracy, of the computations contained in such schedules provided to them, and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report.

RATING

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("**S&P**") has assigned a rating of "____" to the Bonds. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement to the extent it has been determined to not be material to making an investment decision in the Bonds). Such ratings reflect only the view of S&P, and an explanation of the significance of such rating and outlook may be obtained only from S&P. There is no assurance that any credit ratings given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds were sold to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"), pursuant to a bond purchase agreement for the Bonds. The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter has agreed to purchase the Bonds at a price of \$_____, which is equal to the initial principal amount of the Bonds, plus/minus [net] original issue premium (discount) of \$_____, less Underwriter's discount of \$_____.

The Underwriter may offer and sell Bonds to certain securities dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

COMPENSATION OF PROFESSIONALS

Payment of the fees and expenses of Bond Counsel, Disclosure Counsel, Kutak Rock LLP, Denver, Colorado as Underwriter's Counsel, and Capitol Public Finance Group, LLC, Roseville, California, as financial advisor to the District, is contingent upon issuance of the Bonds.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the District and following delivery of the Bonds will be on file at the offices of the Paying Agent in Kern, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

WEST KERN COMMUNITY COLLEGE DISTRICT

By: _____
Executive Vice President,
Administrative Services, CFO

APPENDIX A

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEAR ENDING JUNE 30, 2018**

APPENDIX B

GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

General Information

The District was established in 1922 and is located in the community of Taft (the "City") in western Kern County (the "County"). The District operates a two-year community college on a single campus, known as Taft College, located at 29 Cougar Court, Taft, California. The District encompasses approximately 735 square miles and includes the elementary school districts of Taft City, Midway, McKittrick, and Elk Hills, the Taft Union High School District, and the Maricopa Unified School District. The three year average enrollment in the District between fiscal years 2016-17 through 2018-19 is estimated at 2793 full-time equivalent students.

For background and demographic information about the region in which the District is located, see "APPENDIX C – GENERAL DEMOGRAPHIC INFORMATION ABOUT THE CITY OF TAFT AND COUNTY OF KERN."

Administration

Governing Board. The District is governed by a Board of Trustees (the "Board") consisting of five members which are elected at-large. Members are elected to four-year terms which commence on December 4 following the election date. Elections are held every two years in even numbered years. The current members of the Board are as follows:

WEST KERN COMMUNITY COLLEGE DISTRICT Board of Trustees

<u>Trustee Name</u>	<u>Term Expires</u>
Dawn Cole, President	December 2022
Manny Campos, Secretary	December 2022
Billy White, Trustee	December 2020
Dr. Kathy Garner Orrin, Trustee	December 2020
Michael Long, Trustee	December 2022

Administration. The day-to-day operations are managed by a Board-appointed Superintendent/Principal.

Recent Enrollment Trends

The following table shows the number of full-time equivalent students for the District for the fiscal years 2010-11 through 2018-19.

WEST KERN COMMUNITY COLLEGE DISTRICT Annual Full-Time Equivalent Students Fiscal Years 2008-09 through 2018-19 (Estimated)

Fiscal Year	FTES	Percentage Change
2010-11	2,481	--%
2011-12	2,478	(0.1)
2012-13	2,539	2.5
2013-14	2,539	0.0
2014-15	2,529	-(0.4)
2015-16	2,564	1.4
2016-17	2,841	10.8
2017-18	2,831	(0.4)
2018-19 ⁽¹⁾	2,909	2.8
2019-20 ⁽²⁾	2,925	0.6

(1) Estimate.

(2) Budgeted.

Source: West Kern Community College District.

Employee Relations

The following table summarizes current bargaining units, contract status and number of employees covered.

WEST KERN COMMUNITY COLLEGE DISTRICT Fiscal Year 2019-20 Bargaining Organization and Contract Dates

Bargaining Organization	Type Represented	Number of Employees	Contract Ending Date
California Schools Employees Association	Classified	137	June 30, 2020
California Teachers Association	Certificated	59	June 30, 2020

Source: West Kern Community College District.

District Insurance Coverage

The District is a member of the Self Insured Schools of California ("SISC") Joint Powers Authority ("JPA"). The District pays annual premiums for its workers' compensation, health and welfare, and property/liability coverage. The relationship between the District and the JPA is such that it is not a component unit of the District for financial reporting purposes.

The District's share of year-end assets, liabilities, or fund equity has not been calculated. During the year ended June 30, 2018, the District made payments of \$216,313, \$3,998,793, and \$86,583 to SISC for its workers' compensation, health and welfare, and property/liability coverage, respectively.

The District also maintains property and liability coverage through the Statewide Association of Community Colleges.

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DISTRICT FINANCIAL INFORMATION

Funding of Community College Districts in California

Major Revenues. California community college districts (other than Basic Aid/community-supported districts, as described below) receive a majority of their funding from the State, and the balance from local and federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery, and other minor sources. Local sources include property taxes, student fees, and miscellaneous sources.

The major local revenue source is local property taxes that are collected from within district boundaries, with student enrollment fees accounting for most of the remainder. A small part of a community college district's budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations, educational foundation contributions and sales or leases of property.

The sum of property taxes, student enrollment fees, and State aid comprise a district's revenue limit. State funding is generally subject to the appropriation of funds in the State's annual budget. Thus, decreases in State revenues may affect appropriations made by the State Legislature to community college districts.

"Community supported" community college districts (also referred to "basic aid" districts) are those districts whose local property taxes, student enrollment fee collections, and Education Protection Account funds exceed the revenue allocation determined by the current State funding model. Thus, community supported districts do not receive any general apportionment funding from the State. The current law in the State allows these districts to keep the excess funds without penalty. The implication for community supported districts is that the legislatively determined annual COLAs and other politically determined factors are less significant in determining such districts primary funding sources. Rather, property tax growth and the local economy become the determining factors. The District is not a community supported district.

Enrollment Based Funding – SB 361 (FY 2017-18 and Prior). From fiscal years 2006-07 to 2017-18, California community college districts were funded pursuant to the provisions of Senate Bill 361 ("**SB 361**"). Under SB 361, general apportionment revenues to community college districts were allocated based on criteria developed by the Board of Governors of the California Community Colleges in accordance with prescribed statewide minimum requirements. Annual allocations were based on the number of colleges and comprehensive centers in each district, plus funding received based on the number of credit and noncredit full time equivalent students ("**FTES**") in each district.

Under SB 361, minimum funding per FTES was: (a) not less than \$4,367 per credit FTES; (b) a uniform rate of \$2,626 per noncredit FTES; and (c) \$3,092 per FTES for the instructional category known as "career development and college preparation," all subject to cost of living adjustments.

Local revenues, consisting of local property taxes and student enrollment fees, were first used to satisfy a community college district's expenditures. Once these sources were exhausted, State funds were used to determine a district's revenue limit under SB 361.

Student Centered Funding Formula -- SB 1809 (Commencing FY 2018-19). Assembly Bill 1809 (“AB 1809”), a trailer bill to the 2018-19 State Budget, created a Student-Centered Funding Formula for general purpose apportionments, which will be implemented over the next three years. The new formula allocates funding to community college districts based upon FTES, as well as additional factors. The three calculations in the formula are:

- (1) a **base allocation** consistent with the SB 361 formula described above;
- (2) a **supplemental allocation** based on the number of students who receive a California Promise Grant, Pell Grant or are AB 540 students; and
- (3) a **student success allocation** which will allocate funds for outcomes related to completion of associate degree transfers, associate degrees and bachelor's degrees, credit certificates, completion of transfer-level math and English within the first academic year of enrollment, transfer to four-year universities, completion of nine or more career technical education units and attainment of a regional living wage.

Formula Structure and Transition. The table below illustrates how community college district funding is implemented over a three year period:

**Student-Focused Funding Formula
Initially Implemented by State Budget for Fiscal Year 2018-19**

Funding Allocation	2018-19	2019-20*	2020-21
Base Grant	70%	70%	60%
Supplemental Grant	20	20	20
Student Success Incentive Grant	10	10	20

**Reflects revisions included in State Budget for Fiscal Year 2019-20.*

Hold Harmless Provision. In order to facilitate the transition of districts to the new funding formula, the legislation provides that during the initial three years of implementation, no community college district will receive less funding than it received in 2017-18, and each district will receive an increase to reflect a cost-of-living adjustment. The formula includes a “stability” provision that delays any decrease in revenue by one year.

Advisory Committees. Under the legislation, two advisory committees will be established reporting to the Chancellor’s Office and the Legislature.

District Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community Colleges Budget and Accounting Manual. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

The financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities. The major fund classification is the general fund, which accounts for all financial resources not required to be accounted for in another fund. The District's fiscal year begins on July 1 and ends on June 30. All governmental funds and fiduciary funds are maintained on the modified accrual basis of accounting, and so revenues are recognized when they become susceptible to accrual (that is, both measurable and available to finance expenditures for the current period). For more information on the District's accounting method, see Note 2 of "APPENDIX B – FISCAL YEAR 2017-18 AUDITED FINANCIAL STATEMENTS" attached hereto.

The Governmental Accounting Standards Board ("GASB") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. GASB No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting; (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting; and (iv) required supplementary information.

The District's Audited Financial Statements for fiscal year 2017-18 were prepared by Vavrinek, Trine, Day & Co., LLP, Certified Public Accountants, Fresno, California and are attached as APPENDIX B. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Chancellor's Office.

The District considers its audited financial statements to be public information, and accordingly, no consent has been sought or obtained from the auditor in connection with the inclusion of such statements in this Official Statement. The auditor has made no representation in connection with inclusion of the audit in this Official Statement.

Revenues, Expenditures and Changes in Fund Equity

The following table sets forth the District's revenues, expenses and change in net assets for fiscal years 2013-14 through 2017-18 (as shown in the District's audited financial statements). For fiscal year 2018-19, see the table below under "– District Budget."

The District implemented GASB Statements 68 and 71 in fiscal year 2014-15. This changed the recognition of OPEB liability from being amortized over 30 years to being amortized all in one year. These statements required the District to recognize a liability in that year, resulting in an artificial decrease in Net Position. Similarly, the District implemented GASB Statement 75 in fiscal year 2016-17 and applied it retroactively to fiscal year 2015-16. This statement required the District to recognize its share of the STRS and PERS unfunded liability, resulting in another artificial decrease in Net Position. Neither of these actions affected the District's real financial position or the funds available to the District.

WEST KERN COMMUNITY COLLEGE DISTRICT
Summary of Revenues, Expenditures and Changes in Net Position
For Fiscal Years 2014-15 through 2017-18 (Audited)

	2014-15	2015-16	2016-17	2017-18
Operating Revenues				
Tuition and Fees	\$9,382,200	\$5,529,769	\$4,048,642	\$4,091,278
Less: Scholarship discount and allowances	(6,248,655)	(972,530)	(2,149,145)	(3,295,317)
Net tuition and fees	3,133,545	4,557,239	1,899,497	795,961
Other Operating Revenues	50			
Grants and Contracts, non-capital:				
Federal	--	--	--	8,915,531
State	--	--	--	12,844,144
Net grants and contracts, non-capital	--	--	--	19,759,675
Total Operating Revenues	3,133,595	4,557,239	1,899,497	20,555,636
Operating Expenses				
Salaries	17,833,455	18,892,009	20,025,906	18,977,593
Employee benefits	6,941,080	7,307,400	8,715,031	9,982,746
Supplies, materials and other operating expenses and services	18,638,988	18,578,127	11,143,245	13,273,362
Student financial aid	--	--	4,957,830	6,899,471
Equipment, maintenance, and repairs	246,064	1,155,269	--	688,542
Depreciation	2,273,071	3,124,343	2,949,180	3,270,796
Total Operating Expenses	46,382,658	49,057,148	47,791,192	53,092,510
Operating Loss	(43,249,063)	(44,499,909)	(45,891,695)	(32,536,874)
Non-Operating Revenues (Expenses)				
State apportionments, non-capital	11,907,900	10,343,531	16,538,495	14,930,588
Local property taxes, levied for general purposes	12,768,151	11,078,992	5,217,098	9,345,541
Taxes levied for other specific purposes	1,373,597	1,217,548	7,162,683	997,519
Federal grants	7,929,408	8,220,111	6,136,717	--
State grants	7,093,531	11,456,590	10,805,297	--
State taxes and other revenues	610,772	548,306	417,677	662,661
Investment income	87,968	689,250	198,967	528,661
Interest expense and issuance costs on capital related debt	(6,267,213)	(2,941,610)	(1,254,242)	(2,291,060)
Investment income on capital asset-related debt, net	3,155	1,963	1,324	19,882
Other nonoperating revenue/expenses	3,733,304	(1,281,097)	3,193,119	1,613,078
Total Non-Operating Revenues (Expenses)	39,240,573	39,333,584	48,417,135	25,806,451
Income (Loss) Before Other Revenues And Expenses	(4,008,490)	(5,166,325)	2,525,440	(6,730,423)
Other Revenues and Expenditures				
State revenues, capital	230,037	72,430	--	--
Local revenues, capital	3,274,304	29,830	935,458	10,678
Total Other Revenues	3,504,341	102,260	935,458	10,678
Increase (decrease) in Net Position	(504,149)	(5,064,065)	3,460,898	(6,719,745)
Net Position, Beg. Of Year, as previously reported	66,020,528	35,119,228	33,055,163	33,726,561
Prior period adjustment	(30,397,152) ⁽¹⁾	--	--	(16,653,973) ⁽²⁾
Net Position - Beg. of Year, as restated	\$35,623,376	35,119,228	33,055,163	17,072,588
Net Position - End of Year(4)	\$35,119,227	\$30,055,163	\$33,516,061	\$10,352,843

(1) The beginning net position was decreased by \$30,397,152 due to, among other things, adjustments related to net pension liabilities related to CalPERS and STRS following the implementation of GASB Statements No. 68 and No. 71 during fiscal year 2014-15. See " - District Retirement Systems - GASB 67 and 68" herein. A portion of the beginning net position decrease related to the restatement of investments for escrow reported for defeased debt of \$10,188,970. See Note 17 of the 2014-15 audited financial statements of the District.

(2) The beginning net position decreased by \$16,653,973. This was due to adjustments made to bring on the net OPEB liabilities following the District's implementation of GASB Statements No. 75 during the year ended June 30, 2018. A portion of the beginning net position decrease related to the restatement of accounts payable related to debt service of \$210,500. See Note 16, Summary of Significant Accounting Policies, Change in Accounting Principles for further details on the implementation of GASB Statements No. 75 in the attached 2017-18 District Audit.

Source: West Kern Community College District.

District Budget

The District is required by provisions of the State Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed revenues plus the carry-over fund balance from the previous year. The Board of Governors of the California Community Colleges imposes a uniform budgeting format for all California community college districts. Under current law, the District Board of Trustees approves a tentative budget by July 1 and an adopted budget by September 15 of each fiscal year. The presentation of the District's audits as summarized in the previous section is used only for District's external audit. The District manages its funds in a different format, including with respect to its budgets and unaudited actuals. The following table shows the District's unaudited and adopted general fund figures for fiscal years 2018-19 and 2019-20.

WEST KERN COMMUNITY COLLEGE DISTRICT General Fund Budget and Fund Balances, Revenues and Expenditures For Fiscal Year 2018-19 (Unaudited) and 2019-20 (Budgeted)

	2018-19 Unaudited	2019-20 Budgeted
Beginning Balance, July 1		
Uncommitted	\$7,493,186	\$7,493,186
Committed	-	-
Restricted	1,202,744	1,351,921
Total Beginning Fund Balance	8,695,930	8,845,107
Revenues:		
State Apportionment & Education Protection Account (EPA) Funds	13,691,769	14,715,347
Basic Allocation Adjustment & COLA	5,163,851	5,163,851
Funding above 2017-18 final	9,870	-
Local Property Taxes	6,677,309	6,674,467
Enrollment Fees, 98%: 2017-18 & 2018-19 17,384,098, \$46/unit	762,539	798,986
Total Base Allocation, COLA & Growth	26,305,338	27,352,651
One Time Only Apportionment & Recalculation Funds	-	-
Lottery Funds	418,028	566,392
Other General Purpose	1,916,552	799,437
Restricted/Special Programs Revenue	13,320,498	7,034,280
Total Revenue	1,960,415	35,752,760
Total Revenue and Beginning Fund Balance	50,656,345	44,597,867
Expenditures/Appropriations:		
Academic Salaries	10,457,814	11,457,663
Classified Salaries	5,586,581	6,637,578
Employee Benefits	9,013,064	8,653,155
Books, Supplies & Materials	529,909	653,359
Other Operating Expenses	4,153,663	5,278,085
Capital Outlay	728,103	495,110
Interfund Transfers/Other Outgo	11,336,412	2,577,810
Total Expenditures/Appropriations and Interfund Transfers	41,805,546	35,752,760
Ending Fund Balance, June 30:		
Uncommitted	7,493,186	7,493,186
Committed	-	-
Restricted	1,351,921	1,351,921
Total Ending Fund Balance	8,845,107	8,845,107
Total Expenditures/Appropriations & Ending Fund Balance	\$50,650,653	\$44,597,867

Source: West Kern Community College District.

General Fund Reserves

The California Community College Chancellor's Office recommends a prudent general fund unrestricted reserve of at least five percent of expenditures. District's falling below the five percent may be subject to fiscal monitoring by the Chancellor's Office. In addition, the District Board Policies require that the District maintain a five percent uncommitted contingency reserve.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Purchaser.*

Implementation of GASB Nos. 68 and 71. Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. See "APPENDIX A - Audited Financial Statements of the District for Fiscal Year Ending June 30, 2018" and particularly Note 10.

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District's employer contributions to STRS for recent fiscal years are set forth in the following table.

WEST KERN COMMUNITY COLLEGE DISTRICT Historical STRS Contributions

Fiscal Year	Contribution
2014-15	\$723,475
2015-16	922,151
2016-17	1,176,352
2017-18	1,296,536
2018-19*	1,489,357
2019-20**	1,927,820

*Estimated Actual.

**Budgeted.

Source: West Kern Community College District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of

investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately \$107.2 billion as of June 30, 2018 (the date of the last actuarial valuation). In connection with the State's adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 ("**AB 1469**"), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.25% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 10.73%, 12.58%, 14.43% and 16.28% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2019-20 through 2022-23

Fiscal Year	Employer Contribution Rate ⁽¹⁾
2019-20	18.13%
2020-21	18.10
2021-22 ⁽²⁾	18.10
2022-23 ⁽²⁾	18.10

(1) Expressed as a percentage of covered payroll.

(2) The employer contribution rate is projected to decrease in fiscal years 2021-22 and 2022-23. Projections may change based on actual experience.

Source: AB 1469

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the "Schools Pool." Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

**WEST KERN COMMUNITY COLLEGE DISTRICT
Historical CalPERS Contributions**

Fiscal Year	Contribution
2014-15	\$866,075
2015-16	917,548
2016-17	1,103,732
2017-18	1,174,531
2018-19*	1,398,498
2019-20**	1,848,963

*Estimated Actual.

**Budgeted.

Source: West Kern Community College District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$27.2 billion as of June 30, 2018 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate (its assumed rate of investment return) in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2018-19 through 2020-21**

Fiscal Year	Amount
2018-19	7.375%
2019-20	7.250
2020-21	7.000

Source: PERS.

The new contribution rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, were implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 11.847%, 13.888%, 15.531%, and 18.062% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2022-23⁽¹⁾**

Fiscal Year	Employer Contribution Rate⁽²⁾
2019-20	20.800%
2020-21	23.500
2021-22	24.600
2022-23	25.300

(1) The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll.

Source: PERS

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any

legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in Note 13 to the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Purchaser for accuracy or completeness.*

Other Post-Employment Benefits ("OPEB") - Health Care Benefits

Plan Description. The Benefits Trust Company ("BTC") administers the District's Postemployment Benefits Plan (the "Plan"). The Plan is a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("OPEB") for eligible retirees and their spouses.

As of June 30, 2018, the Plan has 75 retirees receiving benefits and 145 participating active employees.

Benefits Provided. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the Plan. The District's governing board has the authority to establish and amend terms as contained within the negotiated labor agreements.

Contributions. The contribution requirements of Plan members and the District are established and may be amended by the District, the faculty union, the local California Service Employees Association ("CSEA"), and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements with the District and the groups. For fiscal year 2017-18, the District contributed \$1,747,490 to the plan, of which \$1,130,262 was used for current premiums and \$617,228 was used to fund the OPEB Trust.

Changes in Net OPEB Asset of the District. The changes in net OPEB asset of the District as of June 30, 2018, are shown in the following table:

**CHANGES IN NET OPEB ASSET
West Kern Community College District**

	Total OPEB Liability (Asset)
Balance at June 30, 2017	\$17,060,740
Changes for the year:	
Service Cost	287,501
Interest	1,317,275
Actual investment income	(382,281)
Administrative expense	51,722
Contributions (employer)	<u>(1,747,490)</u>
Net changes	<u>(473,273)</u>
Balance at June 30, 2018	\$16,587,467

Source: West Kern Community College District 2018 Audited Financial Statement.

Sensitivity of the net OPEB asset to changes in the discount rate and healthcare cost trend rates. The net OPEB asset is based on the actuary report that relies on estimates and assumptions that affect the amounts reported. Particularly, changes in the discount and healthcare cost rates used can have significant impacts on the resulting actuarially determined net OPEB asset. Actual results may differ from those estimates and assumptions.

See "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDING JUNE 30, 2018 - Note 11 - Other Postemployment Benefits."

Indebtedness of the District

The District has issued long-term debt in the form of general obligation bonds and refunding bonds and certificates of participation, as described below.

General Obligation Bonded Indebtedness. The following table summarizes the District's outstanding voter-approved general obligation bond indebtedness.

**SUMMARY OF OUTSTANDING GENERAL OBLIGATION BOND DEBT
West Kern Community College District**

Issue	Date of Issue	Maturity Date	Original Principal Amount	Principal Outstanding March 1, 2019
<u>Election of 2004</u>				
Series 2006B	12/21/2006	11/01/2031	\$12,500,856.26	
Series 2007C	08/18/2007	11/01/2032	12,297,305.00	
<u>Refundings</u>				
2015 Refunding, Series A	08/03/2015	11/01/2031	16,995,000.00	
2015 Refunding, Series B	08/03/2015	11/01/2021	2,715,000.00	
Totals			\$44,508,161.26	

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Kern County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. For further information concerning County investments, access the County's website: www.yubacounty.net. The information contained in such website has not been reviewed by the District and is not incorporated in this Official Statement by reference. See "APPENDIX G - KERN COUNTY INVESTMENT POLICY AND QUARTERLY REPORT."

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STATE FUNDING OF EDUCATION AND RECENT STATE BUDGETS

As described herein, California community college districts' principal funding formulas and revenue sources are derived from the budget of the State. The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, neither the District nor the Purchaser take any responsibility as to the accuracy or completeness thereof and have not independently verified such information.

General. The largest percentage of community college district revenues comes from the State in accordance with the State's formula for funding community college districts and the Proposition 98 minimum funding guarantee with respect to education appropriations. The following description of the State's budget has been obtained from publicly available information which the District believes to be reliable; however, none of the District, its counsel or the Purchaser guarantees the accuracy or completeness of this information and have not independently verified such information. Additional information regarding State budgets is available at various State-maintained websites, including www.dof.ca.gov and www.lao.ca.gov. These websites are not incorporated herein by reference and none of the District, its counsel or the Purchaser make any representation as to the accuracy of the information provided therein or herein.

The State Budget Process. The State's fiscal year begins on July 1 and ends on June 30. According to the State Constitution, the Governor is required to propose a budget for the next fiscal year (the "**Governor's Budget**") to the State Legislature no later than January 10 of each year. State law requires the Governor to update the Governor's Budget projections and budgetary proposals by May 14 of each year (the "**May Revision**"). Proposition 25, which was adopted by voters in the State at an election held on November 2, 2010, amended the State Constitution such that a final budget must be adopted by a simple majority vote of each house of the State Legislature by no later than June 15 and the Governor must sign the adopted budget by no later than June 30. The budget becomes law upon the signature of the Governor (the "**Budget Act**").

Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the State Legislature takes up the proposal. The primary source of the annual expenditure authorizations is the Budget Act, as approved by the State Legislature and signed by the Governor. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each House of the State Legislature. Appropriations also may be included in the legislation other than the Budget Act. Bills containing appropriations (except for K-12 school districts and community college districts (collectively, "**K-14 districts**") must be approved by a two-thirds majority vote in each House of the State Legislature and be signed by the Governor. Bills containing education appropriations for K-14 districts require only a simple majority vote. Continuing appropriations, available without regard for fiscal year, may also be provided by statute or the State Constitution. Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt. However, delays in the adoption of a final State budget in any fiscal year may affect payments of State funds during such budget impasse.

Recent State Budgets. Certain information about the State budgeting process and the State Budget is available through several State sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. The Internet

websites shown below are shown for reference and convenience only. The information contained within these websites may not be current, has not been reviewed by the District or the Purchaser and is not incorporated in this Official Statement by reference.

- The California State Treasurer Internet home page at www.treasurer.ca.gov, under the heading "Bond Information," posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State.
- The California State Treasurer's Office Internet home page at www.treasurer.ca.gov, under the heading "Financial Information," posts the State's audited financial statements. In addition, the Financial Information section includes the State's Rule 15c2-12 filings for State bond issues. The Financial Information section also includes the Overview of the State Economy and Government, State Finances, State Indebtedness and Litigation from the State's most current Official Statement, which discusses the State budget and its impact on school districts.
- The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget," includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst's Office (the "LAO") prepares analyses of the proposed and adopted State budgets. Those analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Subject Area – Budget (State)."

2019-20 State Budget

On June 27, 2019, the Governor signed the 2019-20 State budget (the "**2019-20 State Budget**") into law. The 2019-20 State Budget calls for total spending of \$214.8 billion, with \$147.8 billion in general fund spending. The 2019-20 State Budget provides for \$81.1 billion of funding through Proposition 98, the primary source of funding for K-12 school districts and community college districts, an increase of \$2.7 billion, or 3.4%, from the 2018-19 State budget. Of that \$81.1 billion, \$62.9 billion will be distributed to K-12 school districts through the LCFF, which will be fully funded during fiscal year 2019-20, restoring every school district in the State to at least pre-recession funding levels.

The 2019-20 State Budget continues to build State reserves, with the rainy-day fund balance projected to grow to \$16.5 billion by the end of the budget year. Additionally, revenues have been set aside in new savings funds, including a \$900 million reserve for safety net programs. Other significant features of the 2019-20 State Budget include:

- \$1.5 billion anticipated in Proposition 51 bond funds for school facilities and an additional \$1.2 million of ongoing Proposition 51 bond funds;
- \$5 million one-time funding for a long-term strategic plan to provide childcare and preschool for children from birth through age twelve;

- \$300 million one-time funding to construct new or retrofit existing facilities to support full-day kindergarten programs;
- \$645.3 million ongoing funding for special education, including \$152.6 million to provide all Special Education Local Plan Areas with at least the statewide target rate for base special education funding.
- \$147.4 million one-time and ongoing funding to address the shortage of teachers;
- \$918 million in additional funding to identify and implement recommendations and solutions to reduce wildfire risk, bolster the state's emergency preparedness capacity and protect vulnerable communities;
- \$518,000 one-time funding to reimburse cities, counties and special districts for 2018-2019 property tax losses and a corresponding \$530,000 that will be used to backfill property tax revenue losses for K-14 schools in those cities, counties and districts;
- \$460 million one-time general funding to increase the quality and availability of child care, including \$263 million for child care and preschool facilities expansion and \$195 million for childcare and preschool workforce development;
- one-time funding of \$750 million to support local governments in increasing and accelerating housing production;
- one-time funding of \$650 million to support local governments in addressing homelessness, to be used for emergency shelters and navigation centers, rapid rehousing, permanent supportive housing, job programs and hotel/motel conversions.
- \$42.6 million in ongoing Proposition 98 funding to support a second year of free tuition for students, extending the California College Promise to waive enrollment fees for first-time, full-time students for a second academic year.

Availability of State Budget. The complete 2019-20 State Budget is available from the California Department of Finance website at www.ebudget.ca.gov. An impartial analysis of the budget is published by the Legislative Analyst Office, and is available at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

Disclaimer Regarding State Budgets. The implementation of current and future State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of

which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2018-19 State Budget, or subsequent state budgets, will have on its own finances and operations. However, the Bonds are secured by *ad valorem* taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Purchaser or the owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Purchaser assumes any responsibility for the accuracy of State budget information set forth or referred to or incorporated in this Official Statement.

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures, or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* tax levied by the Counties for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the Counties for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIII A to the State Constitution ("**Article XIII A**"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. The tax for the payment of the Bonds falls within the exception described in (iii) of the immediately preceding sentence. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the Counties, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The SBE has approved this methodology for

increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the SBE as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIII C to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIB surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIIB and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIIB spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population"

specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the "**first test**") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the "**second test**"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California *per capita* personal income (the "**third test**"). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as "**Proposition 39**") to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes

existing statutory law regarding charter school facilities. Constitutional amendments may be changed only with another statewide vote. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by Proposition 39 are K-12 school districts including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provision of Proposition 1A. This initiative amends the State constitution to prohibit the legislature

from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

Proposition 30 and Proposition 55

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "**Proposition 30**"), temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$600,000 but less than \$1,000,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers). Proposition 55 (described below) extended said increases to personal income rates through the end of 2030.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "Proposition 98" and "Proposition 111" above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "**EPA**"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales tax increases of Proposition 30.

California Senate Bill 222

Senate Bill 222 ("**SB 222**") was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 22, 26, 30, 39 and 55 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX C

DEMOGRAPHIC INFORMATION ABOUT THE CITY OF TAFT AND KERN COUNTY

The following information concerning the City of Taft (the "City") and County of Kern (the "County") is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the City, the County, the State of California (the "State") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

General

The City. The City is nestled in a small valley in the southern foothills of the Temblor Mountain Range in the heart of California's oil country. The City is located seven miles north of Maricopa, 35 miles west of Bakersfield, two hours north of Los Angeles, and serves as the main access for San Joaquin Valley residents to the Central Coast beach cities.

Designated as the "Gateway to the Carrizo Plains National Monument," Taft is also a destination city offering a number of activities for families to enjoy: the Historic Fort; West Kern Oil Museum; Tule Elk Reserve; Honolulu Hills Raceway; Buena Vista Lake and the Buena Vista Golf Course; skydiving at Taft Airports; some of the largest oilfields in California; and four-wheeling in the Temblor Range overlooking Taft and the Carrizo Plains.

The major industries in the area are petroleum production and agriculture. Taft is located in "The Midway," one of the largest producing oil fields in the continental United States.

The County. The County is located approximately 100 miles north of Los Angeles County in south-central California. The County is the third largest county in California, covering 8,073 square miles. Surrounded by three major mountain ranges, the County has three climatic zones: valley, mountain and high desert. Bordered on the west by San Luis Obispo and Santa Barbara Counties, to the east by San Bernardino County and on the north by Kings, Tulare and Inyo Counties, the County measures 120 miles east to west and 67 miles north to south.

The County's economy is heavily linked to agriculture and to petroleum extraction. There is also a strong aviation, space, and military presence, such as Edwards Air Force Base, the China Lake Naval Air Weapons Station, and the Mojave Air and Space Port.

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Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

**CITY OF BAKERSFIELD
KERN COUNTY
Population Estimates
Calendar Years 2015 through 2019**

	2015	2016	2017	2018	2019
Arvin	20,511	20,978	21,157	21,577	22,178
Bakersfield	374,642	379,110	383,512	384,921	389,211
California City	14,233	13,992	14,248	14,871	15,000
Delano	52,757	52,999	53,152	53,664	53,936
Maricopa	1,139	1,140	1,140	1,237	1,240
McFarland	14,231	14,658	14,919	15,171	15,242
Ridgecrest	27,953	28,064	28,349	29,404	29,712
Shafter	17,847	18,048	18,868	20,093	20,886
Taft	9,515	9,405	9,492	9,493	9,430
Tehachapi	12,758	12,217	12,280	12,976	13,668
Wasco	26,317	26,471	26,980	27,681	27,955
Total Unincorporated	308,484	309,425	311,015	315,475	318,006
Total County	880,387	886,507	895,112	906,563	916,464

Source: State Department of Finance, Demographic Research.

Employment and Industry

The City is included in the Bakersfield Metropolitan Statistical Area (“MSA”), which includes the County. The tables below provide information about employment by industry type for the County for calendar years 2014 through 2018.

The unemployment rate in the County was 8.4 percent in July 2019, up from a revised 8.0 percent in June 2019, and above the year-ago estimate of 8.3 percent. This compares with an unadjusted unemployment rate of 4.4 percent for California and 4.0 percent for the nation during the same period.

**BAKERSFIELD MSA
(County of Kern)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2018 Benchmark)**

	2014	2015	2016	2017	2018
Civilian Labor Force ⁽¹⁾	393,500	390,900	388,400	385,300	387,000
Employment	352,500	350,900	348,000	349,700	356,100
Unemployment	41,000	39,900	40,400	35,600	30,900
Unemployment Rate	10.4%	10.2%	10.4%	9.2%	8.0%
<u>Wage and Salary Employment: ⁽²⁾</u>					
Agriculture	60,100	59,300	62,700	62,200	61,900
Mining and Logging	12,700	11,200	8,800	8,500	9,300
Construction	18,200	16,500	14,500	15,000	16,100
Manufacturing	14,600	14,100	13,500	13,500	13,200
Wholesale Trade	9,000	8,700	8,500	8,600	8,300
Retail Trade	30,300	31,600	32,600	32,700	32,000
Transportation, Warehousing, Utilities	10,200	10,500	10,100	10,300	13,300
Information	2,400	2,700	2,200	2,000	2,000
Finance and Insurance	5,500	5,400	5,200	5,200	4,500
Real Estate and Rental and Leasing	3,200	3,200	3,100	3,000	3,100
Professional and Business Services	26,600	26,300	26,000	25,800	26,900
Educational and Health Services	32,600	33,400	34,800	36,500	37,800
Leisure and Hospitality	23,700	25,000	25,500	25,700	26,600
Other Services	7,800	7,700	7,700	7,700	7,900
Federal Government	9,600	9,900	10,200	10,400	10,400
State Government	9,200	9,600	9,900	10,100	10,300
Local Government	40,800	42,100	43,000	42,700	45,200
Total all Industries ⁽³⁾	316,400	317,000	318,300	319,900	328,800

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Largest Employers

The following table shows the major employers in the County as of September 2019, in alphabetical order.

YUBA COUNTY, YOLO COUNTY, SUTTER COUNTY, COLUSA COUNTY Major Employers September 2019

Employer Name	Location	Industry
Bakersfield Memorial Hospital	Bakersfield	Hospitals
California Correctional Inst	Tehachapi	Government Offices-State
Chevron	Bakersfield	Management Services
Edwards Afb	Edwards	Government Offices-Us
Foster Care Human Svc	Bakersfield	Foster Care
Frito-Lay Inc	Bakersfield	Potato Chips (whls)
Golden Empire Transit	Bakersfield	Business Services NEC
Grimmway Farms	Arvin	Farms
Kern County Human Svc Dept	Bakersfield	Government Offices-County
Marko Zaninovich Inc	Mc Farland	Fruits & Vegetables-Growers & Shippers
Mercy Hospitals of Bakersfield	Bakersfield	Hospitals
Nabors Completion-Production	Bakersfield	Oil Field Service
Nasa/Dryden Flight Research	Edwards	Research Service
NAVAL Air Warfare Ctr	Ridgecrest	Military Bases
Paramount Farms Huller 4	Lost Hills	Farms
Ridgecrest Regional Hospital	Ridgecrest	Hospitals
Robertson's Ready Mix	California City	Concrete-Ready Mixed
San Joaquin Community Hospital	Bakersfield	Hospitals
Sun Pacific	Bakersfield	Fruits & Vegetables-Growers & Shippers
US Department of the Navy	Ridgecrest	Business Services NEC
US Naval Air Weapons Station	Ridgecrest	Federal Government-National Security
US Navy Public Affairs Office	Ridgecrest	Government Offices-Us
Wasco State Prison Fire Dept	Wasco	Government Offices-State
Wm Bolthouse Farms Inc	Bakersfield	Agricultural Consultants
Wonderful Citrus LLC	Delano	Citrus Growers
Bakersfield Memorial Hospital	Bakersfield	Hospitals

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2019 2nd Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City, the County, the State and the United States for the period 2015 through 2019.

CITY OF TAFT, KERN COUNTY, STATE OF CALIFORNIA AND THE UNITED STATES
Effective Buying Income - As of January 1, 2015 through 2019

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Taft	\$128,245	\$38,997
	Kern County	14,323,958	42,189
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2016	City of Taft	\$135,765	\$38,806
	Kern County	15,083,624	43,795
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Taft	\$131,265	\$41,330
	Kern County	15,494,594	44,716
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Taft	\$135,993	\$45,183
	Kern County	16,598,425	47,525
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Taft	\$123,050	\$39,260
	Kern County	15,778,809	44,937
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841

Source: The Nielsen Company (US), Inc. for years 2015 through 2018; Claritas, LLC for 2019.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Figures are not yet available for calendar year 2018.

Total taxable sales during the first quarter of calendar year 2018 in City were reported to be \$30,706,769, an 18.94% increase over the total taxable sales of \$25,817,162 reported during the first year of calendar year 2017.

CITY OF TAFT Number of Permits and Annual Taxable Transactions (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2013	172	\$87,672	240	\$148,766
2014	170	88,868	238	140,152
2015 ⁽¹⁾	168	77,409	243	115,820
2016	162	69,890	235	103,929
2017	176	72,545	250	114,387

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for years 2013-2016. State Department of Tax and Fee Administration for year 2017.

Total taxable sales during the first quarter of calendar year 2018 in the County were reported to be \$3,402,534,642, an 8.27% increase over the total taxable sales of \$3,142,617,311 reported during the first year of calendar year 2017.

KERN COUNTY Number of Permits and Annual Taxable Transactions (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2013	11,242	\$8,134,147	16,077	\$15,199,124
2014	11,519	8,589,322	16,336	15,722,694
2015 ⁽¹⁾	6,303	8,549,819	18,455	14,322,101
2016	12,097	8,566,623	18,556	13,885,643
2017	12,253	9,021,040	18,743	13,883,734

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for years 2013-2016. State Department of Tax and Fee Administration for year 2017.

Construction Activity

Provided below are the building permits and valuations for the City and the County for calendar years 2014 through 2018.

CITY OF TAFT Building Permit Valuation (Valuation in Thousands of Dollars)

	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$0.0	\$3,203.0	\$1,408.6	\$1,060.1	\$1,473.1
New Multi-family	0.0	0.0	0.0	0.0	0.0
Res. Alterations/Additions	<u>78.2</u>	<u>83.8</u>	<u>75.9</u>	<u>199.8</u>	<u>177.3</u>
Total Residential	78.2	3,286.8	1,484.5	1,259.9	1,650.4
New Commercial	3,871.2	782.1	9.5	2,638.1	1,111.6
New Industrial	148.7	0.0	0.0	0.0	0.0
New Other	143.6	124.1	184.9	381.6	147.9
Com. Alterations/Additions	<u>342.0</u>	<u>514.0</u>	<u>235.6</u>	<u>314.0</u>	<u>34.5</u>
Total Nonresidential	4,505.5	1,420.2	430.0	3,333.7	1,294.0
<u>New Dwelling Units</u>					
Single Family	0	21	8	6	8
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	0	21	8	6	8

Source: Construction Industry Research Board, Building Permit Summary.

KERN COUNTY Building Permit Valuation (Valuation in Thousands of Dollars)

	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$444,592.4	\$496,973.6	\$489,908.4	\$398,464.2	\$425,996.3
New Multi-family	51,730.1	28,017.3	12,501.0	1,869.0	43,680.2
Res. Alterations/Additions	<u>32,193.6</u>	<u>27,705.0</u>	<u>30,119.6</u>	<u>44,908.3</u>	<u>29,973.5</u>
Total Residential	528,516.1	552,695.9	532,529.0	445,241.5	499,650.0
New Commercial	148,418.5	116,726.1	121,385.2	105,869.2	385,525.8
New Industrial	19,876.5	11,396.1	5,469.5	16,971.2	5,884.3
New Other	627,586.8	646,808.6	89,364.6	125,642.4	62,362.4
Com. Alterations/Additions	<u>165,036.0</u>	<u>144,820.5</u>	<u>132,775.7</u>	<u>119,587.6</u>	<u>116,848.6</u>
Total Nonresidential	960,917.8	919,751.3	348,995.0	368,070.4	570,621.1
<u>New Dwelling Units</u>					
Single Family	2,047	2,184	2,181	1,872	1,894
Multiple Family	<u>380</u>	<u>270</u>	<u>66</u>	<u>6</u>	<u>346</u>
TOTAL	2,427	2,454	2,247	1,878	2,240

Source: Construction Industry Research Board, Building Permit Summary.

Transportation Systems

Main lines of both the Union Pacific and the Burlington Northern Santa Fe railroads traverse the area. Amtrak service is available.

State Highway 99, the main north-south artery serving the most populous communities along the east side of the Central Valley, runs through the center of the City. State Highway 58 provides east-west linkage between Interstate 5, 20 miles west, and Interstate 15 at Barstow, to the east. Highway 178, heading northeast, is the major route along the Kern River Valley. Highway 65, to the north, provides access to communities east of Highway 99 and to Sequoia National Park.

Interurban motor transportation is made available by Orange Belt Stages, Greyhound, and Trailways. Golden Empire Transit provides local bus transportation.

The Meadows Field Airport adjoins the City to the north. Regularly scheduled passenger and air cargo service is available, as well as charter service and general aviation services. The Meadows Field Airport includes the William M. Thomas Terminal, a 64,800 square foot, state-of-the-art terminal facility completed in November 2005 that is currently equipped with three jet-boarding bridges, but that may be expanded to accommodate up to nine gates. A second, older terminal has been converted to accommodate international flights to Mexico.

APPENDIX D
FORMS OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2019

Board of Trustees
West Kern Community College District

OPINION: \$ _____ West Kern Community College District
 (Kern County, California)
 2019 Refunding General Obligation Bonds

Members of the Board of Trustees:

We have acted as bond counsel to the West Kern Community College District (the "District") in connection with the issuance by the District of its West Kern Community College District (Kern County, California) General Obligation Bonds, 2008 Election, Series D, dated the date hereof (the "Bonds"), under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code and under a resolution adopted by the Board of Trustees of the District on October 9, 2019 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Bond Resolution and in the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is duly established and validly existing as a community college district with the power to issue the Bonds and to perform its obligations under the Bond Resolution.
2. The Bond Resolution has been duly adopted by the Board of Trustees of the District and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The Bonds have been duly issued and sold by the District and are valid and binding general obligations of the District, and the County of Kern is obligated to cause the levy of *ad*

valorem taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount.

4. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

§ _____
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 Refunding General Obligation Bonds

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the West Kern Community College District (the "District") in connection with the issuance of the above-captioned bonds (the "Bonds"). The Bonds are being issued under resolutions adopted by the Board of Trustees of the District on October 9, 2019 (the "Bond Resolution"). The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

"*Dissemination Agent*" means, initially _____, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Participating Underwriter*" means the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2020 with the report for the 2018-19 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information for the most recently completed fiscal year, or, if available at the time of filing the Annual Report, for the fiscal year in which the Annual Report is filed:

- (i) Assessed value of taxable property in the jurisdiction of the District;
- (ii) Assessed valuation of the properties of the top 20 secured property taxpayers in the District;
- (iii) Property tax collection delinquencies for the District, but only if available from the County at the time of filing the Annual Report and only if the District's general obligation bond levies are not included in Kern County's Teeter Plan;
- (iv) The District's most recently adopted Budget or approved interim report with budgeted figures which is available at the time of filing the Annual Report; and
- (v) Such further information, if any, as may be necessary to make the statements made pursuant to (a) and (b) of this Section, in the light of the circumstances under which they are made, not misleading.

(c) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.

- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Bond Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (15)(a) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that District determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation

by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information

prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing herein prevents the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate inures solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Bonds, and creates no rights in any other person or entity.

Date: _____, 2019

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: West Kern Community College District
Name of Bond Issue: \$_____ West Kern Community College District
(Kern County, California)
2019 Refunding General Obligation Bonds
Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the resolution adopted by the Board of Trustees of the District authorizing the issuance of the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

_____, as Dissemination Agent

By: _____
Authorized Officer

cc: West Kern Community College District

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Bonds"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust

companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as

possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

KERN COUNTY INVESTMENT POLICY AND INVESTMENT REPORT

\$ _____
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 Refunding General Obligation Bonds

BOND PURCHASE AGREEMENT

_____, 2019

Board of Trustees
West Kern Community College District

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the West Kern Community College District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Official Statement hereinafter defined.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of the West Kern Community College District (Kern County, California) 2019 Refunding General Obligation Bonds (the "Bonds"). The purchase price of the Bonds shall be \$_____ (representing the principal amount of the Bonds, plus net original issue premium of \$_____, less Underwriter's discount of \$_____).

The Bonds are issued under the provisions of a resolution adopted by the Board Education of the District on October 9, 2019 (the "Bond Resolution") and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Bond Law"), all for the purpose of providing for the refunding of certain maturities of the District's outstanding General Obligation Bonds, 2004 Election, Series 2007C (the "Prior Bonds," and with respect to only those maturities of the Prior Bonds to be refunded with the proceeds of the Bonds, the "Refunded Bonds"). The Bonds shall accrue interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that may differ from those of the District, (ii) in connection with such transaction, including the

process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent of the District or as a municipal advisor, a financial advisor, or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. **The Bonds.** The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law. The Bonds shall initially be in authorized denominations of \$5,000 principal amount or any integral multiple of \$5,000 thereof. The form of the Bonds shall be made available to the Underwriter for purposes of inspection at least three business days prior to the Closing (as defined below).

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company.

The Bonds shall be insured by a municipal bond insurance policy (the "Bond Insurance Policy") to be issued by _____ (the "Bond Insurer").

3. **Redemption.** The Bonds are subject to redemption prior to maturity as described in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (defined below), the Bond Resolution, the Escrow Agreement (the "Escrow Agreement") between the District and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"), the Continuing Disclosure Certificate (as defined in Section 8(i) below), and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yield to be set forth on the inside cover page of the Official Statement and Appendix A hereto and incorporated herein by reference. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above

those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Review of Preliminary Official Statement and Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2019 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first-class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. **Closing.** At 8:00 a.m., California Time, on November ____, 2019 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of The Depository Trust Company ("DTC") utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is and will be on the Closing Date a community college district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the

Escrow Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Bond Resolution and the Escrow Agreement.

(c) Consents. Except for the actions of the parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby or by the Bond Resolution, the Escrow Agreement or the Continuing Disclosure Certificate. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax, of the interest on the Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Escrow Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of revenues or assets of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or the Escrow Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, or the Bond Resolution, (b)

declare this Purchase Agreement, the Bond Resolution, the Escrow Agreement or the Continuing Disclosure Certificate to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District nor any entity or person on behalf of the District will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Preliminary Official Statement or the Official Statement.

(h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. The District shall undertake, pursuant to Section 5.05 of the Bond Resolution and Rule 15c2-12, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate"), to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, the Preliminary Official Statement describes, and the final Official Statement will describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial

statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that effect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement.

Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not party to any litigation or other proceeding pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a material adverse effect on the financial condition of the District.

(l) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Kern County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes, the payment of the Bonds and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide, or arrange to provide, the following to the Auditor-Controller and the Treasurer-Tax Collector of the County, all in accordance with and to the extent required by Education Code Section 15140(c): (A) a copy of the Bond Resolution, (B) a copy of Exhibit A hereto, and (C) the full debt service schedule for the Bonds.

(m) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter; and

(n) Not Acting as Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.

(o) Representation Regarding Refunded Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Refunded Bonds or enter into this Purchase Agreement for the sale of the Bonds to the Underwriter.

9. Underwriter Representations, Warranties and Agreements. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been and will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's municipal advisor, officers, agents or employees thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed and in any event in sufficient time to accompany customer confirmation requesting payment, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement"), (i) in "designated electronic format" as defined in Rule G-32 of the MSRB, and (ii) in printed format in such reasonable quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds and to file, or cause to be filed the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above);
- (c) Subsequent Events; Amendments to Official Statement. The District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter. If between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an

untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If any such amendment or supplement of the Official Statement occurs after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and the Official Statement.

11. Establishment of Issue Price.

(a) Actions to Establish Issue Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) 10% Test. The District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At the time of execution of this Purchase Agreement, the 10% test has been satisfied as to each maturity of the Bonds.

(c) Selling Group or Retail Distribution Agreements. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires.

The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

12. **Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which would constitute a ground for termination of the Purchase Agreement by the Underwriter or which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability Between the Date Hereof and the Closing. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:
- (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds, or other actions or events shall have transpired that may have the purpose or effect, directly or indirectly, of changing federal income tax consequences or state income tax consequences of any of the transactions contemplated herein; or

- (ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
- (2) legislation enacted by or introduced in the legislature of the State, or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;
- (3) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity which interrupts or causes disorder to the operation of the United States government, the State government or the financial markets in the United States;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;
- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirement of, the Underwriter;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) the withdrawal, suspension or downgrading, or a negative change in credit status, or notice of potential withdrawal, suspension, or downgrading, or a negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency; or

- (8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the District fails or is unwilling to correct by the submission of supplemental information;
 - (9) the commencement or threat against the District of any action, suit, proceeding, hearing or investigation described in Section 8(f)
 - (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
 - (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
 - (12) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;
 - (13) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs, management or financial condition of the District;
 - (14) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;
 - (15) the suspension by the SEC of trading in the outstanding securities of the District; or
 - (16) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially

the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;

(2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", "SECURITY FOR THE BONDS," "TAX MATTERS" and "CERTAIN LEGAL MATTERS - Continuing Disclosure," to the extent they purport to summarize certain provisions of the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate, the Final Opinion of Bond Counsel, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein, provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system or information concerning the Bond Insurer or the Bond Insurance Policy included therein,

(ii) assuming due authorization, execution and delivery by all other parties thereto, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Agreement have been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought,

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended, and

(iv) the Refunded Bonds have been defeased pursuant to the provisions of the documents which authorized the issuance of such Refunded Bonds, which may be provided in the form of a separate defeasance opinion;

(3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and

addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of its participation in conferences with representatives of the District, the Underwriter and others, and its examination of certain documents, nothing has come to its attention which has led it to believe that the Preliminary Official Statement as of its date and the date hereof, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system or information concerning the Bond Insurer or the Bond Insurance Policy, contained in the Preliminary Official Statement or the final Official Statement);

- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution, this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution and (vi) no further consent is required for inclusion of the audit in the Official Statement, and (vii) to the best of the District's knowledge, no litigation is pending or threatened (either in State or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement or the Purchase Agreement or (C) in any way contesting the existence or powers of the District;
- (5) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Education to the effect that:
 - (i) such copies are true and correct copies of the Bond Resolution; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Preliminary Official Statement. A certificate of the appropriate official of the District evidencing a determination respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District, in substantially the form given in the Preliminary Official Statement and the Official Statement;
- (9) Paying Agent Agreement. An original executed copy of a Paying Agent Agreement between the District and The Bank of New York Mellon Trust Company, N.A., with respect to its duties as paying agent (the "Paying Agent") for the Bonds;
- (10) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolution;
- (11) Escrow Agreement. An original executed copy of Escrow Agreement;
- (12) Escrow Agent Certificate. A written certificate of the Escrow Agent, executed by a duly authorized representative of the Escrow Agent, dated the date of the Closing, to the effect that:
 - (i) The Escrow Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to accept and perform its duties under the Escrow Agreement, and
 - (ii) The obligations of the Escrow Agent under the Escrow Agreement have been duly accepted by the Escrow Agent and constitute the legal, valid and binding obligation of the Escrow Agent, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

- (13) Verification. A certificate of Causey Demgen & Moore P.C., certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the Refunded Bonds;
 - (14) Bond Insurance. The signed commitment of the Bond Insurer to provide the Bond Insurance Policy for the Insured Bonds, together with closing certifications and an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter.
 - (15) Rating. Evidence that the Bonds have been assigned an insured rating of "___" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), and that the Bonds have been assigned a rating of "___" (uninsured) by S&P, as set forth on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded;
 - (16) Underwriter's Counsel Opinion. An opinion of ___, as Underwriter's Counsel, dated the date of the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter; and
 - (17) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District, including a DTC Letter of Representations and appropriate filings made with the California Debt and Investment Advisory Commission.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District is unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone, e-mail or facsimile transmission, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses.** The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder, first from Bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, and if such Bond proceeds shall be insufficient, from on any other lawfully available source, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Bonds and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, financial advisors, rating agencies, paying agents, escrow agents or other experts or consultants retained by the District, including Bond Counsel, Disclosure Counsel and a verification agent; (c) the fees for the rating on the Bonds including all necessary travel expenses, (d) the premium for the Bond Insurance Policy which the District requests the Underwriter to pay directly to the Bond Insurer from the proceeds of the Bonds, and (e) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter.

The Underwriter shall pay and the District shall be under no obligation to pay all expenses incurred by it in connection with the public offering and distribution of the Bonds, other than those provided in the preceding paragraph.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or such officer's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 37th Floor
San Francisco, CA 94104
Attn: Mr. Bruce Kerns

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 of the Securities and Exchange Act of 1934 (the "Rule") will not occur on the day of the Closing, or (b) the date on which the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the day of the Closing or otherwise agreed to by the District and the Underwriter, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **No Assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[Signatures set forth on the following page]

22. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,
**STIFEL, NICOLAUS & COMPANY,
INCORPORATED,**
as Underwriter

By: _____
Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

WEST KERN COMMUNITY COLLEGE DISTRICT

By: _____
Authorized Officer

Time of Execution: _____ (Pacific time)

[Signature Page of Bond Purchase Agreement]

APPENDIX A

Maturity Schedule*

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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Redemption Schedule

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
WEST KERN COMMUNITY COLLEGE DISTRICT
(Kern County, California)
2019 Refunding General Obligation Refunding Bonds

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. **Defined Terms.**

(a) **Issuer** means the West Kern Community College District.

(b) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein.

Dated: [Closing Date]

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED,**
as Underwriter

By: _____

By: _____

SCHEDULE A

ACTUAL SALE PRICES
(Attached)

ESCROW AGREEMENT

West Kern Community College District General Obligation Bonds (Election of 2004), Series 2007C

This ESCROW AGREEMENT (this "Agreement"), dated as of November __, 2019, is between the WEST KERN COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under the Constitution and laws of the State of California (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Agent").

B A C K G R O U N D :

1. A bond election was duly and regularly held in the West Kern Community College District (the "District") on March 2, 2004, for the purpose of submitting a measure to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the maximum aggregate principal amount of \$39,800,000 (the "Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Bonds.

2. The District has previously issued a series of the Bonds designated the "West Kern Community College District (Kern County, California) General Obligation Bonds (Election of 2004), Series 2007C" in the aggregate principal amount of \$12,297,305 (the "2004 Series C Bonds"), under a resolution adopted by the Board of Trustees the District on September 13, 2007, and a resolution adopted by the Board of Supervisors of Kern County on September 25, 2007 (collectively, the "2004 Series C Bond Resolution").

3. The 2004 Series C Bonds were issued as capital appreciation bonds in the aggregate denominational amount of \$1,062,305 and in the form of current interest bonds in the aggregate principal amount of \$11,235,000, and the 2004 Series C Bonds which were issued in the form of current interest bonds are subject to optional redemption on any date at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium.

4. The District has issued its West Kern Community College District (Kern County, California) 2019 Refunding General Obligation Bonds in the aggregate principal amount \$_____ (the "2019 Bonds") for the purpose of advance the portion of the outstanding 2004 Series C Bonds which consist of current interest bonds, and thereby realizing financial savings to the property tax payers in the District.

5. The Bank of New York Mellon Trust Company, N.A., acts as paying agent (the "Paying Agent") for the 2004 Series C Bonds under the 2004 Series C Bond Resolution.

6. As a result of the deposit and investment of funds in accordance with this Agreement, the portion of the 2004 Series C Bonds which are refunded will be discharged and defeased in accordance with the 2004 Series C Bond Resolution.

A G R E E M E N T :

In consideration of the premises and the material covenants contained herein, the District and the Escrow Agent hereby agree as follows:

SECTION 1. *Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to redeem and defease the 2004 Series C Bonds which consist of current interest bonds maturing on November 1 in the years 2022 through 2031, inclusive (the "Refunded 2004 Series C Bonds").

The Escrow Agent is directed to establish an escrow fund (the "Escrow Fund") to be held by the Escrow Agent in trust as an irrevocable escrow securing the payment of the Refunded 2004 Series C Bonds as hereinafter set forth. All cash and securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the Refunded 2004 Series C Bonds in accordance with the 2004 Series C Bond Resolution.

If at any time the Escrow Agent receives actual knowledge that the cash and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 3 in respect of the Refunded 2004 Series C Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

SECTION 2. *Deposit and Investment of Amounts in Escrow Fund.* On November __, 2019 (the "Closing Date"), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, to be derived from the proceeds of the 2019 Bonds. The Escrow Agent shall hold the amounts held by it in the Escrow Fund in cash, uninvested.

SECTION 3. *Application of Amounts in Escrow Fund.* The Escrow Agent shall apply the amounts held by it in the Escrow Fund to pay the principal of and interest on all of the Refunded 2004 Series C Bonds upon the redemption thereof on in accordance with the following schedule:

<u>Redemption Date</u>	<u>Interest</u>	<u>Redeemed Principal</u>	<u>Total Payment</u>
----------------------------	-----------------	-------------------------------	--------------------------

Any amounts held by the Escrow Agent in excess of the amount needed to pay the principal, interest and redemption price of the Refunded 2004 Series C Bonds in accordance with the foregoing schedule shall be transferred to the Paying Agent and deposited in the Debt Service Fund established for the 2019 Bonds, to be applied to pay interest next coming due on the 2019 Bonds.

SECTION 4. *Irrevocable Election to Redeem Refunded 2004 Series C Bonds.* The District has previously notified the Paying Agent of its irrevocable election to redeem all of the outstanding Refunded 2004 Series C Bonds on December __, 2019, in accordance with the applicable provisions of the 2004 Series C Bond Resolution. Pursuant to such notification, the District has further directed the Paying Agent to give notice of redemption in accordance with the requirements of the 2004 Series C Bond Resolution, at the expense of the District. All actions previously taken by the Paying Agent to give notice of redemption of the Refunded 2004 Series C Bonds are hereby approved and confirmed by the District. The District hereby signifies intention to discharge all indebtedness on the Refunded 2004 Series C Bonds on the Closing Date.

SECTION 5. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash and securities at any time on deposit in the Escrow Fund.

SECTION 6. *Immunities and Liability of Escrow Bank.* The Escrow Bank undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Bank. The Escrow Bank shall not have any liability hereunder except to the extent of its gross negligence or willful misconduct. In no event shall the Escrow Bank be liable for any special, indirect or consequential damages. The Escrow Bank shall not be liable for any loss from any investment made by it in accordance with the terms of this Agreement. The Escrow Bank may consult with legal counsel of its own choice and the Escrow Bank shall not be liable for any action taken or not taken by it in good faith in reliance upon the opinion or advice of such counsel. The Escrow Bank shall not be liable for the recitals or representations contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal of and interest on the Refunded 2004 Series C Bonds.

Whenever in the administration of this Agreement the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Bank in good faith reliance thereon.

The Escrow Bank may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Bank in connection with this Agreement and believed by the Escrow Bank to be signed by the proper party, and it need not investigate any fact or matter stated therein.

SECTION 7. *Termination of Agreement.* Upon payment in full of the principal of and interest on the Refunded 2004 Series C Bonds and all fees, expense and charges of the Escrow Bank as described above, this Agreement shall terminate and the Escrow Bank shall be discharged from any further obligation or responsibility hereunder.

SECTION 8. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____
Chancellor

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as Escrow
Agent

By _____
Authorized Officer

BOARD OF TRUSTEES

2019/20 Goals

(Developed September 2019)

Strategic Action Plan

1. Expect and monitor completion of the Strategic Action Plan objectives scheduled for the 2019-20 year.
2. Maintain 100% compliance of the Accreditation Standards.
3. Expect continued focus on Guided Pathways, opportunities and strategies for student learning and success.
4. Continue to ensure the Board is knowledgeable about college programs and facilities, including how they meet community and student needs and foster student achievement.
5. Continue to support the expansion of dual and concurrent enrollment opportunities for students.
6. Monitor how current CTE programs are aligned with employment skills in the region. Expect and review plans to expand CTE as needed – including exploration of agricultural industrial needs.
7. Provide leadership and support for the College’s Foundation, particularly for Foundation/business collaboration.
8. Increase opportunities for community to visit the College campus by conducting on-site visits and continued promotion of College and programs.
9. Oversee the completion of Measure A projects.
10. Monitor campus security and safety.
11. Ensure that internal program reviews/audits are in place for efficiency and accuracy.
12. Expect and monitor that evaluation and compliance reports are completed in a timely manner.
13. Explore signage and beautification of entrances to enhance position of the College in the community.
14. Oversee the campaign a new bond measure.

Board Fiduciary Role: District Sustainability

1. Continue to expect long-range financial planning that addresses debt obligations (i.e. OPEB), reserves, and financial needs; provide direction as needed.
2. Expect a system of internal controls to be developed to monitor program compliance.
3. Monitor the impact of the new funding formula from the state.

Board Effectiveness

1. Continue to strengthen trustee knowledge and skills, and the ability of the Board to work as a team.
2. Ensure success of the Superintendent/President through ongoing communication and support.
3. Foster increased involvement of the student trustee in board development.

Date: September 27, 2019
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Second Reading and Request for Approval - Proposed compensation increase of 3.26% COLA to the 2019-20 Faculty Salary Schedules, Appendix B-1, B-2 and B-3

Background:

As part of the continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding a compensation increase of 3.26% COLA to the Faculty Salary Schedules, Appendix B-1, B-2 and B-3.

Terms (if applicable):

An implementation date retroactive to July 1, 2019 is recommended.

Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2019-20.

Approved: 
Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
Taft College Faculty Association (TCFA/CTA/NEA)
And
West Kern Community College District

COMPENSATION INCREASE OF 3.26% COLA TO THE FACULTY SCHEDULE

This tentative agreement ("Agreement") is made by and between the Taft College Faculty Association ("TCFA/CTA/NEA") and the West Kern Community College District ("District") (collectively referenced as the "parties") with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding a compensation increase of 3.26% COLA to the Faculty Salary Schedules, Appendix B-1, B-2 and B-3.

Now, therefore, TCFA/CTA/NEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. A compensation increase of 3.26% COLA will be applied as outlined above and implemented retroactively to July 1, 2019. The parties further agree to update the Faculty Salary Schedules, Appendix B-1, B-2 and B-3 of the collective bargaining agreement ("CBA") as appropriate.
3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District's Governing Board.

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

Ruby Payne, President
Taft College Faculty Association/CTA/NEA

Dated: October ____, 2019

Dated: October ____, 2019

Board Approval:

First Presentation: September 11, 2019
Second Presentation/Approval: October 9, 2019

Date: September 27, 2019
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Second Reading and Request for Approval - Proposed compensation increase of 3.26% COLA to the 2019-20 Classified Salary Schedules, Appendix A

Background:

As part of the continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding a compensation increase of 3.26% COLA to the Classified Salary Schedules, Appendix A.

Terms (if applicable):

An implementation date retroactive to July 1, 2019 is recommended.

Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2019-20.

Approved: 
Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
California School Employees Association and its
Taft College Chapter #543
And
West Kern Community College District

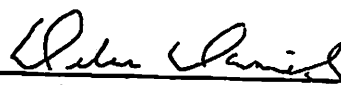
COMPENSATION INCREASE OF 3.26% COLA TO THE CLASSIFIED SALARY SCHEDULE

This tentative agreement ("Agreement") is made by and between the California School Employees Association and its Chapter #543 ("CSEA") and the West Kern Community College District ("District") (collectively referenced as the "parties") with respect to the following recitals:

As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding a compensation increase of 3.26% COLA to the Classified Salary Schedules, Appendix A.

Now, therefore, CSEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. A compensation increase of 3.26% COLA will be applied as outlined above and implemented retroactively to July 1, 2019. The parties further agree to update the Classified Salary Schedules, Appendix A of the collective bargaining agreement ("CBA") as appropriate.
3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
4. This Agreement will become effective after ratification by the CSEA members and the District's Governing Board.




Dr. Debra Daniels, Superintendent/President
Taft College
West Kern Community College District

Dated: 8/29 2019

Board Approval:

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



Greg Hawkins, President
California School Employees Association
Chapter #543

Dated: 8/29, 2019

Dated: October _____, 2019

First Presentation: September 11, 2019
Second Presentation/Approval: October 9, 2019

Date: August 21, 2019
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Proposed compensation increase of 3.26% COLA to the Management and Confidential 2019-20 Salary Schedules.

Background:

The District would like to propose a compensation increase of 3.26% COLA to the Management and Confidential 2019-20 Salary Schedules. The Management and Confidential Groups are unrepresented and this is the same Agreement that is being recommended as parts of Agreements negotiated with TCFA/CTA/NEA and CSEA, Chapter #543. The District has an interest in offering the same Agreement across all classifications regardless of representation.

Terms (if applicable):

An implementation date retroactive to July 1, 2019 is recommended.


Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2019-20.

Approved: _____


Dr. Debra Daniels, Superintendent/President

Date: September 27, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Second Reading and Request for Approval – Board Policy #3725 – Information and Communications Technology Accessibility and Acceptable Use

Background:

This board policy is has been recommended by the legal counsel of Community College League of California Board Policy and Procedure Services. The policy addresses accessibility compliance as defined by state and federal law.

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 3725 Information and Communications Technology Accessibility & Acceptable Use

Reference:

*Government Code Sections 7405, 11135, and 11546.7;
Section 504, Rehabilitation Act of 1973 (29 U.S. Code Section 701);
Section 508, Rehabilitation Act of 1973 (Federal Electronic and Information
Technology) (29 U.S. Code Section 794d);
36 Code of Federal Regulations Parts 1194.1 et seq.*

The governing board shall ensure equal access to instructional materials and information and communication technology (ICT) for all and particularly for individuals with disabilities, in a timely manner.

As it relates to equally effective alternative access to instructional materials and ICT, timely manner means that the individual with a disability receives access to the instructional materials or ICT at the same time as the individual without a disability.

The Superintendent/President shall establish administrative procedures to comply with the requirements specified in Section 508 of the Rehabilitation Act and its implementing regulations.

See BP/AP 3410 Nondiscrimination, BP/AP 3720 Computer and Network Use, AP 3725 Accessibility and Acceptable Use, BP/AP 5140 Disabled Student Programs and Services, and AP 6365 Contracts – Accessibility of Information Technology, and AP 5145 Accessibility of Standards for Electronic Information Technology

Date: September 24, 2019
Submitted by: Brock McMurray, EVP of Administrative Services *BN*
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Ratification

Board Meeting Date: October 9, 2019

Title of Board Item:

Request for Ratification of Contract for Professional Services with Capitol Public Finance Group (Capitol PFG).

Background:

WKCCD currently uses Capitol PFG as the dissemination agent in connection with the District's current long-term debt (GO Bond and Certificates of Participation) and as a consultant to meet ongoing annual filing obligations related to that debt.

This new contract covers services related to future facilities planning and accounting, and bond planning and analysis and the issuance of refunding general obligation bonds among other services. Please see the proposed agreement attached hereto and the Scope of Work attached as Exhibit "A" for further information.

Terms (if applicable):

August 29, 2019 through June 30, 2022.

Expense (if applicable):

For Financial Planning and Advisory Services Capitol PFG will be paid at an hourly rate of \$195, billed on a monthly basis, not to exceed \$60,000. For Municipal Security Issuance Services, Capitol PFG will be paid a flat fee of \$67,500 per issuance from the proceeds of the Refunding Bond and Certificates of Participation.

Fiscal Impact Including Source of Funds (if applicable):

Funding for Financial Planning and Advisory Services will come from the unrestricted general fund and is accounted for in the Administrative Services budget. For Municipal Security Issuance Services, Capitol PFG will be paid a flat fee of \$67,500 per issuance from the proceeds of the Refunding Bond and Certificates of Participation.

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

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
WEST KERN COMMUNITY COLLEGE DISTRICT
AND
CAPITOL PUBLIC FINANCE GROUP**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 29th day of August, 2019, by and between WEST KERN COMMUNITY COLLEGE DISTRICT (the "District") and CAPITOL PUBLIC FINANCE GROUP ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Rules G-10 and G-42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the District with periodic updates of Exhibit "B" on an as-needed basis. Any such updates of Exhibit "B" shall be incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until June 30, 2022, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant

shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

(d) Insurance. Consultant shall provide insurance in amount and type required by the District, if any, subject to the review and approval of the District. Consultant shall also provide District with the copies of its insurance policies prior to commencing work on the Project if required in writing by the District.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent/President or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent/President identifies an immediate need for such an amendment. All such

amendments executed by the Superintendent/President shall be subject to ratification by the District's governing board.

3.5 Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP

2436 Professional Drive, Suite 300

Roseville, CA 95661

Tel.: (916) 641-2734

Fax: (916) 921-2734

Attn: Jeff Small, Managing Partner

DISTRICT:

WEST KERN COMMUNITY COLLEGE DISTRICT

29 Cougar Court

Taft, CA 93268

Attn: Debra Daniels, Superintendent/President

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Indemnification. Each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the “Indemnified Party”) against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party’s obligations under this Agreement, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the Indemnified Party’s recovery of direct damages pursuant to the terms and subject to the limitations of this Agreement.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Kern, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(l) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(q) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Trustees. Any amendments, except as required by law, to this Agreement shall require Board approval or ratification.

(r) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(s) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(t) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____

Name: Debra Daniels

Title: Superintendent/President

CAPITOL PUBLIC FINANCE GROUP

By:  _____

Name: Jeffrey Small

Title: Managing Partner

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the District, general financial planning and advisory services to the District which include but are not limited to the following:

Municipal Security Issuance Services

- Issuance of refunding general obligation bonds to refinance the District's 2007 General Obligation Bonds for savings
- Issuance of 2020 Certificates of Participation to fund completion of Student Center

In consideration of Municipal Security Issuance Services provided, West Kern Community College District will pay Capitol Public Finance Group a flat fee not to exceed \$67,500 for each issuance. Payment for each transaction is contingent on the successful closing(s).

Financial Planning and Advisory Services

- Facilities planning and facilities accounting
- Advice with respect to general and facilities funds allocated to debt and contingent liabilities
- Advice with respect to existing debt
- Assistance with entity's such as the County of Kern and members of the municipal finance industry (e.g., attorneys, underwriters, rating agencies etc.)
- Compliance with debt covenants, the Internal Revenue Code, continuing disclosure obligations (to the extent not otherwise provided for), and related policies and procedures
- Investment advice related to the proceeds of municipal securities
- Advice with respect to financial products, services and proposals
- Training and education for Board, staff and committees Participate in meetings and preparation of materials related to Board meetings, workshops and community education regarding funding sources and funding needs.
- Bond Planning, including tax rate analysis, sizing, timing, and structuring of proposed debt issuances
- Assist the College with retaining third party professionals such as Bond Counsel, Public Opinion Survey Firm and Campaign Consultant
- Prepare financial analysis, reports and presentation materials as needed

In consideration of consulting services provided, West Kern Community College District will pay Capitol Public Finance Group an hourly rate of \$195, billed on a monthly basis, not to exceed \$60,000 over the three year term of this Agreement. In accordance with Section 3.1(b), flat or contingent fee arrangements will be mutually agreed upon concurrently with the scope of work to be provided.

EXHIBIT "B"
MSRB Rule G-10 and G-42 Supplement

**Conflict of Interest and Other Regulatory Disclosure
West Kern Community College District**

As of August 29, 2019

Municipal Advisory Services

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

- any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients
- any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor
- any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client
- any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product
- any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client
- any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice

Explanation of Conflict. The fees to be paid by the West Kern Community College District for Financial Transaction Services to Capitol PFG are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Capitol PFG may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the West Kern Community College District. For

example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Capitol PFG may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Capitol PFG manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the West Kern Community College District which require it to put the interests of the West Kern Community College District ahead of its own.

- any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients
- Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the West Kern Community College District in accordance with its fiduciary duty to the District. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.
- any legal or disciplinary event that is material to the West Kern Community College District's evaluation of Capitol PFG or the integrity of its management or advisory personnel

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.

Information for Municipal Advisory Clients

Capitol Public Finance Group, LLC is registered as a Municipal Advisor with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

The MSRB's website address is <http://msrb.org/>

The MSRB provides a municipal advisory client brochure that is posted on its website. The brochure describes protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

The MSRB Client Brochure may be found at the following link:

http://www.msrb.org/~/_media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en

Date: September 23, 2019

Submitted by: Barbara Amerio, Director, Financial Aid & Scholarships

Area Administrator: Severo Balason, VP of Student Services

Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Engagement Agreement with the National Association of Student Financial Aid Administrators (NASFAA) for Standards of Excellence Review.

Background:

To ensure compliance with all federal regulations concerning the administration of student financial aid the Financial Aid & Scholarships department would like to hire NASFAA to complete a Standards of Excellence Review. This will be a confidential three-day examination of all operational aspects of financial aid and other offices involved in the delivery of federal financial aid including the Bursar (Cashier), Admissions, Registrar and others. The review includes, but is not limited to:

- Review institutional operations
- Examine systems, automation & technology utilization
- Evaluate human resources, facilities & customer service
- In-depth interviews with key staff / administrators
- Examine randomly selected student files for Title IV compliance
- Produce draft report, allow for comments on draft report and submittal of final report with an action plan and resource list to assist in making improvements to Title IV aid administration

Terms (if applicable):

The term of the Agreement shall begin as of the Effective Date of this Agreement and shall terminate once the review is completed and receipt of the final report (usually within 105 business days of completion of the review).


Expense (if applicable):

\$30,000 includes all travel expenses.

Fiscal Impact Including Source of Funds (if applicable):

Financial Aid Technology funding shall pay for the Standard of Excellence Review. No impact to District Funds.

Approved: _____


Dr. Debra Daniels, Superintendent/President

ENGAGEMENT AGREEMENT

This Engagement Agreement (the "Agreement") is effective upon the date of last signature below by and between the National Association of Student Financial Aid Administrators ("NASFAA"), and **Taft College** (the "Institution").

WITNESSETH:

WHEREAS, NASFAA is a non-profit association of colleges, universities, career schools, and others dedicated to facilitating the effective administration of student financial aid programs;

WHEREAS, NASFAA and the Institution declare their commitment to the entire NASFAA Statement of Ethical Principles, and their resolve to eliminate fraud, waste, and abuse in the administration of student financial aid programs wherever it may be found;

WHEREAS, NASFAA has developed the Standards of Excellence Review Program ("the Program") to assess the overall quality of the financial aid administration of participating institutions;

WHEREAS, the Program involves a peer review of the Institution and its financial aid administration and is voluntary on the part of the Institution;

WHEREAS, the Institution has an existing program to administer financial aid to students and is interested in participating in the Program,

WHEREAS, the Institution is interested in retaining NASFAA to conduct a confidential peer review of the Institution's student financial aid program in accordance with the Program; and

WHEREAS, NASFAA agrees to provide the peer review service to the Institution under the Program.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ENGAGEMENT

1.1 The Institution hereby retains NASFAA and NASFAA hereby agrees to hold itself available to render at the request of Institution, a peer review of the Institution's administration of its student financial aid program, including but not limited to, examination of the Institution's compliance with Title IV as well as the efficacy of the Institution's delivery of federal student financial aid. NASFAA agrees to provide these peer review services to the best of its ability, upon the terms and conditions hereinafter set forth.

2. TERM

2.1 The term of this Agreement shall begin as of the Effective Date of this Agreement and shall terminate once the review has been completed and the final report has been issued (usually within 105 business days of completion of the review). If a date for the Program review cannot be agreed upon prior to the end of the current fiscal year on June 30th, this Agreement shall be void.



3. COMPENSATION

3.1 As compensation for all services rendered by NASFAA under this Agreement, the Institution shall pay NASFAA a fee of **thirty thousand dollars (\$30,000)** payable in full upon execution of this Agreement, which includes peer review travel expenses. Discounts will not be applied for early payment and past-due payments may be charged interest at the maximum rate allowed by law.

3.2 If the Institution changes or cancels the on-site review date, the Institution will reimburse NASFAA for all airline change and/or cancellation fees. Payment will be made within thirty (30) days of the Institution's receipt of NASFAA's statements setting forth such expenses, and the reimbursement rate will be at an amount in accordance with NASFAA's Peer Reviewer Expense Policy.

4. OBLIGATIONS OF NASFAA

4.1 NASFAA shall render, at a time designated by NASFAA and acceptable to the Institution, a peer review of the Institution's student financial aid program. NASFAA shall retain qualified independent contractors ("Peer Reviewers") to conduct a site visit and peer review of the Institution's Title IV programs. The scope of the peer review shall be limited to sample data provided by the Institution pursuant to Article 5 below. NASFAA shall be responsible for coordinating all peer reviews and site visits. The peer review shall be conducted in the spirit of NASFAA's and the Institution's mutual commitment to the entire NASFAA Statement of Ethical Principles, and the avoidance and elimination of any illegal activity, including but not limited to fraud, waste and abuse within federal student financial aid programs wherever it may be found. Both contracting parties shall take all actions required by law or regulation.

4.2 NASFAA's contractors shall provide a detailed draft and final report of the Peer Reviewers' observations ("Peer Review Report"), evaluating specifically, the Institution's compliance with Title IV of the Higher Education Act of 1965, as amended, as well as potentially other laws and regulations, the Institution's student financial aid delivery network, including but not limited to computer systems, automation, technology, human resources and facilities. The timing of these reports will be as follows: i) the draft Peer Review Report shall be provided to the Institution not later than forty (40) business days after the site visit occurs; ii) the Institution has ten (10) business days to submit comments to NASFAA; and iii) the final Peer Review Report shall be submitted to the Institution not later than twenty (20) business days after comments from the Institution are received and reconciled. All Peer Review Reports will be presented to the Institution; in no case, will NASFAA share copies of the reports with any party without explicit permission of the Institution.

5. OBLIGATIONS OF INSTITUTION

5.1 The Institution shall provide to NASFAA sufficient data for NASFAA to conduct a review of the Institution's financial aid delivery process. This data shall be provided by the Institution not later than two (2) weeks prior to the peer review. The data provided shall include, but not be limited to the following: i) the Institution's demographic data including, but not limited to enrollment data, Institutional type and control, annual reports, financial data, organizational charts, Institutional calendars, department calendars, web page addresses; ii) copies of federal compliance audits or reviews conducted within the last five (5) years; iii) fiscal operation reports; iv) the Institution's sampling capabilities; v) summary of hardware/software used by the Institution's financial aid and bursar's office; vi) policies regarding the administration of the delivery of federal financial aid; and vii) any other pertinent documents or data.

5.2 To facilitate the review, the Institution shall make personnel involved in the delivery of federal financial aid available for personal interviews during the peer reviewers' site visit. The Institution shall also permit access to any information, data or records deemed necessary by the peer reviewers to fulfill the scope and intent of the peer review.

5.3 The Institution consents to the release of data and information, required to fulfill this Agreement, to the Peer Reviewers.

6. TERMINATION OF AGREEMENT

6.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

6.2 In the event of termination by the Institution, the Institution will pay for all work completed by NASFAA to the date of termination. Termination of this Agreement shall not release or discharge either party from any obligation, debt (such as airline expenses), or liability which shall have previously accrued and remains to be performed upon the date of termination. Additionally, the institution shall be assessed a one thousand dollar (\$1,000) administrative cancellation fee. All other amounts paid will be refunded to the Institution.

7. CONFIDENTIAL INFORMATION

7.1 During the term of and following termination of this Agreement, NASFAA shall make a good faith effort to keep confidential any proprietary information regarding the Institution. All information which the Institution has a reasonable basis to consider proprietary, or which is reasonably treated by the Institution as being proprietary, shall be presumed to be proprietary. NASFAA shall make a good faith effort, comparable to the effort applied by NASFAA to prevent disclosure of NASFAA's proprietary information, to prevent the disclosure of the Institution's proprietary information. Upon termination of this Agreement, NASFAA agrees to return to the Institution, within fifteen (15) days of the termination date, all proprietary information of the Institution that is in NASFAA or the Peer Reviewers' possession including, without limitation, all documentation requested by NASFAA and/or provided by the Institution in accordance with paragraph 5 above.

7.2 During the term of and following termination of the Agreement, NASFAA shall make a good faith effort to keep confidential any student information protected under the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g).

7.3 The Institution authorizes NASFAA to include non-identifiable institutional data in empirical studies addressing the financial aid delivery system. The Institution understands the data provided will be used to develop national standards and benchmarks for financial aid administration. NASFAA agrees not to release any study results until sufficient peer reviews have been conducted in order to ensure the anonymity of the Institution.

7.4 Section 7.3 notwithstanding, NASFAA shall not appropriate for its own use, or to the use of any third party, or knowingly otherwise disclose, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Institution, whether or not developed by or included in reports or information provided by NASFAA, without prior written consent of the Institution.

7.5 Notwithstanding the foregoing, the Consultant and the Institution acknowledge that Consultant may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Consultant may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

7.6 The provisions of this Section 7, "Confidential Information," shall survive the termination or expiration of this Agreement.

8. NON-SOLICITATION

8.1 The Institution acknowledges that NASFAA's peer reviewers who provide the Services to the Institution under the Agreement ("Restricted Staff") are key assets of NASFAA. Accordingly, the Institution shall not solicit or hire or enter into an agreement with any Restricted Staff to perform independent consultation or similar services for the Institution during the term of this Agreement and for a period not less than one (1) year from the date this Agreement expires or terminates for any reason.

9. DISPUTES

9.1 The parties agree to work together in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any portion thereof, is invalid, illegal or otherwise voidable. If the parties cannot come to a resolution themselves, then the controversy or claim shall be submitted to a panel of three (3) individuals, one designated by NASFAA, one designated by the Institution, and the third selected by the designees of NASFAA and the Institution. Decisions of this panel shall be final, and both parties to this Agreement agree to be bound by the panel's decision.

10. INDEPENDENT CONTRACTOR

10.1 In the performance of this Agreement, it is mutually understood and agreed that NASFAA and the peer reviewers shall at all times be deemed acting and performing as an independent contractor with, and not the employee of, the Institution, and no act, or failure to act by any party hereto shall be construed to make or render the other party its legal partner, joint venturer, employee or associate.

11. ASSIGNMENT

11.1 Except as otherwise provided herein, neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party; provided, however, that NASFAA may assign its rights and/or delegate its duties to an affiliate of NASFAA without the prior written consent of the Institution. Any unauthorized attempted assignment by either party shall be null and void and of no force or effect.

12. GOVERNING LAW

12.1 This Agreement shall be construed and governed by and under the laws of the District of Columbia.

13. NO THIRD PARTY BENEFICIARY

13.1 None of the provisions contained herein are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

14. INDEMNITY

14.1 The Institution agrees to defend, indemnify and hold NASFAA harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorneys' fees and costs of suit) of whatever kind of character on account of any actual or alleged loss, injury or damage arising out of or in connection with the services rendered by NASFAA and/or Peer Reviewers pursuant hereto, except where due to the gross negligence or intentional misconduct of NASFAA and/or Peer Reviewers rendering services under this Agreement.

14.2 NASFAA agrees to defend, indemnify and hold Institution harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorney's fees and costs of suit) and of

whatever kind of character on account of any actual or alleged loss, injury or damage arising out of or in connection with the gross negligence or intentional misconduct of NASFAA and/or Peer Reviewers rendering services under this Agreement.

15. NOTICES

15.1 All required notices or those which NASFAA or the Institution may desire to give may be delivered to the other party at the following addresses:

Taft College

Institution Address: 29 Cougar Court
Taft, CA 93268-2317

Institutional Contact: Barbara Amerio
Director of Financial Aid and Scholarships

NASFAA Standards of Excellence Review Program
1801 Pennsylvania Ave., NW, Suite 850
Washington, DC 20006-3606

The addresses herein given for notices may be changed at any time by either party. Certified mail or other traceable delivery service shall provide conclusive evidence of delivery.

16. NON-WAIVER

16.1 The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by the other party.

17. SEVERABILITY

17.1 In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.

18. ADDITIONAL DOCUMENTS

18.1 NASFAA's Statement of Ethical Principles is included as Exhibit A.

18.2 NASFAA's Peer Reviewer Expense Policy is included as Exhibit B.

18.3 Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and otherwise to cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

19. COUNTERPARTS

19.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same Agreement.

20. PARAGRAPH HEADINGS

20.1 The paragraph headings contained herein are for the convenience of the parties only, and shall not for any purpose whatsoever be deemed a part of this Agreement.

21. ENTIRE AGREEMENT; AMENDMENTS

21.1 There are no other agreements or understandings, written or oral, between the parties, regarding the services to be provided by NASFAA and the Peer Reviewers under this Agreement other than as set forth herein. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement, and such written modification shall be attached hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

National Association of Student Financial Aid Administrators

By: _____ Date: _____
Amanda Sponholtz, Director of Operations, Standards of Excellence Review Program

Taft College

By: _____ Date: _____
Signature of Authorized Individual

Name: _____
Please print or type

Title: _____
Please print or type

EXHIBIT A
NASFAA's Statement of Ethical Principles
Revised March 2014

The primary goal of the financial aid professional is to help students achieve their educational goals through financial support and resources. NASFAA members are required to exemplify the highest level of ethical behavior and demonstrate the highest level of professionalism.

We, financial aid professionals, declare our commitment to the following Statement of Ethical Principles.

Financial aid administrators shall:

Advocate for students

- Remain aware of issues affecting students and continually advocate for their interests at the institutional, state and federal levels.
- Support federal, state and institutional efforts to encourage students, as early as the elementary grades, to aspire to and plan for education beyond high school.

Manifest the highest level of integrity

- Commit to the highest level of ethical behavior and refrain from conflict of interest or the perception thereof.
- Deal with others honestly and fairly, abiding by our commitments and always acting in a manner that merits the trust and confidence others have placed in us.
- Protect the privacy of individual student financial records.
- Promote the free expression of ideas and opinions, and foster respect for diverse viewpoints within the profession.

Support student access and success

- Commit to removing financial barriers for those who want to pursue postsecondary learning and support each student admitted to our institution.
- Without charge, assist students in applying for financial aid funds.
- Provide services and apply principles that do not discriminate on the basis of race, gender, ethnicity, sexual orientation, religion, disability, age, or economic status.
- Understand the need for financial education and commit to educate students and families on how to responsibly manage expenses and debt.

Comply with federal and state laws

- Adhere to all applicable laws and regulations governing federal, state, and institutional financial aid programs.
- Actively participate in ongoing professional development and continuing education programs to ensure ample understanding of statutes, regulations, and best practices governing the financial aid programs.
- Encourage colleagues to participate in the financial aid professional associations available to them at the state, regional, or national level and offer assistance to other aid professionals as needed.

Strive for transparency and clarity

- Provide our students and parents with the information they need to make good decisions about attending and paying for college.
- Educate students and families through quality information that is consumer-tested when possible. This includes (but is not limited to) transparency and full disclosure on award notices.
- Ensure equity by applying all need-analysis formulas consistently across the institution's full population of student financial aid applicants.
- Inform institutions, students, and parents of any changes in financial aid programs that could affect their student aid eligibility.

Protect the privacy of financial aid applicants

- Ensure that student and parent private information provided to the financial aid office by financial aid applicants is protected in accordance with all state and federal statutes and regulations, including FERPA and the Higher Education Act, Section 483(a)(3)(E) (20 U.S.C. 1090).
- Protect the information on the FAFSA from inappropriate use by ensuring that this information is only used for the application, award, and administration of aid awarded under Title IV of the Higher Education Act, state aid, or aid awarded by eligible institution.

EXHIBIT B
NASFAA's Peer Reviewer Expense Policy
Revised: July 3, 2018

The following guidelines govern Peer Reviewer expenses.

General – Expenses associated with Peer Reviewer activities must be accompanied by required receipts including airline tickets, hotel bills, taxis, parking, meals, etc. Travel claims should be filed within two (2) weeks of a site visit or meeting.

Transportation-Airline – Peer Reviewers are asked to make flight reservations as soon as site visit dates are confirmed to obtain the lowest airfares using economy class. Fares exceeding \$500 are subject to prior approval by NASFAA. If the Institution has to change or cancel a review date, the Institution will cover the penalty costs involved. When traveling by air, individuals shall travel coach class except in those cases when scheduling difficulties or other considerations make first class travel necessary. Exceptions for first class travel must be approved in advance by the Standards of Excellence Review Program Administrator.

Automobile – Reimbursement for the use of a private automobile will not exceed the “business” amount [allowed by the IRS](#). Normally, this reimbursement should not exceed the cost of coach airfare. In circumstances when the use of a car is preferred for personal reasons, reimbursement for mileage will be limited to the above.

Rental Car – Use of a rental car must be approved by the Standards of Excellence Program Review Program Administrator in advance of its use.

Taxi or Ferry – Ground transportation costs to and from the institution or meeting and lodging facilities shall be approved, provided they are reasonable. All transportation costs must be supported by receipts. If parking charges are incurred, receipts must be submitted for charges in excess of \$3.

Hotel Accommodations – NASFAA, the team lead, or the retaining institution will make hotel arrangements for peer reviewers. Reservations will generally be made for one (1) night preceding the days of the review. If additional nights are required, or if individual plans change, members are required to contact the designated person as soon as possible to avoid paying for unused rooms.

Meals –NASFAA adheres to the [Domestic Per Diem Rates](#) as specified by the U.S. General Services Administration (GSA). NASFAA encourages the Team Leader to use the NASFAA credit card to pay for meals. However, peer reviewers who pay for a group meal will be reimbursed at the appropriate per diem rate. For restaurant meals, please submit both the itemized receipt (reflecting number of guests and itemized food/drink) and credit card payment slips, per IRS rules.

Tips – Reasonable tips to hotel and transportation personnel will be reimbursed. Tips for meals should be included in the costs of meals.

Reimbursement Of Special Expenses Of Team Leaders – Team leaders may encounter some additional expenses in coordinating the site visit. Expenses for postage or confidential shredding are examples of expenses the team leader may have. The team leader may use the NASFAA credit card for these expenses or include these expenses on his or her request for reimbursement via Expensify. In either case, written receipts are required.

Miscellaneous Expenses – Any miscellaneous expenses above the \$3 allowance must be supported by receipts.

Alcoholic Beverages – Costs for alcoholic beverages are a personal expense and are not reimbursable.

BOARD AGENDA ITEM

Date: September 13, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Ratification



Board Meeting Date: October 9, 2019

Title of Board Item:

Contract for Professional Services with (9) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting October 7, 2019.

Background:

As the District continues to participate in the California Academic Partnership Program (CAPP) grant, the District and its TUHS partners for this project will be attending the CAPP meeting designed to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year. (See the attached list of attendees.)

Terms (if applicable):

The term of the agreement is for participation/attendance of the October 7, 2019 CAPP meeting at 5:00 pm – 7:00 pm.

Expense (if applicable):

The cost for each TUHS conference attendee is at the hourly rate of \$70.63 not to exceed a total of \$141.26 per attendee. The total cost for all five attendees is \$1,271.34.

Fiscal Impact Including Source of Funds (if applicable):

The CAPP Grant funds will be utilized and have been included in the 2019-2020 budget projections for this service.

Approved: 

Dr. Debra Daniels, Superintendent/President

Taft Union High School District Employees:

1. Maria Alvarez
2. Mary Alice Finn
3. Mark Fitzsimmons
4. Sarah Hamblin
5. Emmy Lou Heber
6. Michelle Lopez
7. Lilia Murillo
8. Angela Pendergrass
9. Debra Popejoy

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Maria Alvarez ("Independent Contractor"). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services October 7, 2019 for the anticipated meeting time of 5:00 pm – 7:00 pm.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following: attendance and participation for the CAPP meeting held Monday, October 7, 2019.
4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$141.26.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

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

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Maria Alvarez

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Mary Alice Finn (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$141.26.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

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

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Mary Alice Finn

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Mark Fitzsimmons (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services October 7, 2019 for the anticipated meeting time of 5:00 pm – 7:00 pm.
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4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$141.26.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

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

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Mark Fitzsimmons

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Sarah Hamblin (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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4. **Compensation.** Independent Contractor shall be paid at a rate of \$70.63 per hour for the anticipated meeting time not to exceed a total of \$141.26.
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

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

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Sarah Hamblin

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Emmy Lou Heber (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

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9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Emmy Lou Heber

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Michelle Lopez (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
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Terms

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Michelle Lopez

Signature

Signature

WEST KERN COMMUNITY COLLEGE DISTRICT CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Lilia Murillo (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Lilia Murillo

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Angela Pendergrass (“Independent Contractor”). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Angela Pendergrass

Signature

Signature

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

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and Debra Popejoy ("Independent Contractor"). The agreement is effective October 7, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Participation and attendance to a California Academic Partnership Program (CAPP) meeting between TC and TUHS faculty to review the accomplishments from the 2018-2019 year and planning and coordinating activities for the 2019-2020 year (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

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5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all

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

6. Monthly Service Report. Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered. *(May not apply in some cases.)*

7. Expenses/Mileage Reimbursement. The District shall reimburse Independent Contractor up to \$0 for travel expenses/mileage and hotel for the entire term at the established rate paid to District employees.

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

9. Earlier Termination. District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12639-301-5510-64900

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Debra Popejoy

Signature

Signature

BOARD AGENDA ITEM

Date: September 26, 2019

Submitted by: Barbara Amerio, Director of Financial Aid & Scholarships

Area Administrator: Severo Balason, VP of Student Services

Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Contract with School Datebooks to produce Student Planners for the 2020-2021 Academic Year

Background:

Each year, as funds are available, the Financial Aid & Scholarships department purchases customized student planners with valuable information for students on all areas of the college. Distribution of planners are on a first come first serve basis to all students.

Terms (if applicable):

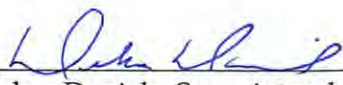
This is a one-year contract for the 2019-2020 Academic Year only.

Expense (if applicable):

Total cost will not exceed \$ 10,158.72. This includes a 4% discount for early commitment, 2% discount for multiple orders (continuing customer) and free shipping.

Fiscal Impact Including Source of Funds (if applicable):

2019-2020 Board Financial Assistance Program-Student Financial Aid Administration (BFAP-SFAA) categorical outreach funds shall cover the cost of the Student Planners.

Approved: 

Dr. Debra Daniels, Superintendent/President



2020 Custom Book 8.5x11 Contract

2880 U.S. Hwy, 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Taft College-Financial Aid
29 Cougar Court
Taft, CA 93268

Contact
Ms. Barbara Amerio, Director of Financial Aid
Phone: (661) 763-7881
Cell/Summer Number: (661) 204-1103
Email: bamerio@taftcollege.edu

Date: 9/24/2019
Sales Rep: Greg Newcomb
greg@sdiinnovations.com
CSR: customerservice@sdiinnovations.com

Billing and Shipping

Bill To	PO#: Taft College-Financial Aid Ms. Barbara Amerio 29 Cougar Court Taft, CA 93268 United States Email: bamerio@taftcollege.edu	Ship To	Taft College-Financial Aid Ms. Barbara Amerio 515 Finley Drive Taft, CA 93268 United States Email: bamerio@taftcollege.edu	Desired Delivery Date: 6/26/2020
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Product	#Books	#Pages	Add'l Monthlies	52-Week	Cost/Book	Base Cost
Custom Book 8.5x11	2,000	160	Two Page Monthlies Staggered	<input checked="" type="checkbox"/>	\$4.40	\$8,800.00

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$8,800.00	x	0.00	\$0.00
4% Discount for contracts received by 10/25/19*	\$8,800.00	x	0.04	\$352.00
3% Discount for contracts received by 12/13/19*	\$8,800.00	x	0.00	\$0.00
2% Discount for contracts received by 4/3/20*	\$8,800.00	x	0.00	\$0.00
2% Multiple Orders Discount	\$8,800.00	x	0.02	\$176.00

Standard Options

Events listed each day on any calendar design and posted online	FREE
Handbook formatted by School Datebooks and posted online	FREE
Custom cover in your colors and proof of entire datebook for your approval, posted online	FREE

Cover Options

▶ Custom PolyFusion™ 100% custom, full-color front and back covers – highest durability	\$0.00	x	0	\$0.00
Printing on inside covers (inside front and inside back)	\$0.35	x	2,000	\$700.00

Enhancements

Text ink color - Black (FREE)	\$0.10	x	0	\$0.00
Vinyl pocket page	\$0.30	x	0	\$0.00
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00
Events placed twice	\$250.00	x	1	\$250.00
Typing events	\$250.00	x	1	\$250.00

Accessories

This Week Marker	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book	\$3.95	x	0	\$0.00

Sub-Total* **\$9,472.00**

License Fee: 0.00% \$0.00

Will this datebook contain licensed trademarks, service marks, trade names, designs, logos, etc. for which School Datebooks needs official approval from an independent licensing agency or from your campus Licensing Officer?

- Yes + Fees: We need licensing approval and should be charged licensing fees.
 Yes - Fees: We need licensing approval but will be exempt from fees.
 No - We will not include anything that needs licensing approval.

Shipping and Handling: 13% , Shipping Discount of 13% Applied, **FREE SHIPPING** Rate applies to contiguous US/Canada only.
Int'l rates may vary.

Sales Tax: 0.072500 Exempt#: \$686.72

* Net 30 (Net due within 30 days from invoice date)
* Sales tax will be added if applicable

Total (USD) \$10,158.72

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2020-2021.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2020-2021, 2021-2022, 2022-2023 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

Date

Signed (School Administrator)

Title

Date: September 26, 2019
Submitted by: Dr. Leslie Minor, Vice President of Instruction *LM*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: October 9, 2019

Title of Board Item:

Agreement with the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC)

Background:

This agreement is the continuum of the 2018-19 agreement. Becky Roth will continue to serve as a Coordinator for Taft College in the Child Development Training Consortium for 2019/20. The Coordinator will submit all necessary reports and act as a liaison between CDTC and the California Department of Education/Early Education and Support Division and carry out the mission of the consortium.

Terms (if applicable):

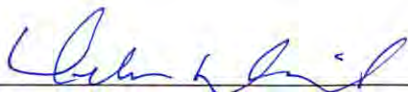
September 1, 2019 - June 30, 2020

Expense (if applicable):

None for Taft College: CDTC will pay Becky Roth an amount not to exceed \$7,800.00

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 
Dr. Debra Daniels, Superintendent/President

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2019-2020 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 19-20-2468**

This Agreement is made and entered into this 1st day of September, 2019, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC, and Taft College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The Campus Coordinator will commit to being actively engaged for the full program year, and will maintain Campus Coordinator status except for an emergency or other extenuating circumstances. In the event a Campus Coordinator needs to withdraw mid – program year, YCCD/CDTC will consider a temporary Campus Coordinator, on an individual basis. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably an active ECE/CD faculty, either full- time or ECE/CD adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator must notify CDTC at least 30 days in advance of a sabbatical leave, and/or any type of formal or informal leave. A written plan of action that confirms the intent to continue all coordinator duties as outlined in this Agreement, must be submitted for approval. A temporary Campus Coordinator should be assigned to implement the CDTC program in the absence of a Campus Coordinator who is out of the country or unavailable to continue all coordinator duties.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Learning and Care Division (CDE/ELCD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **300** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2019, and June 20, 2020. General work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.
 - 4. Are transferable whenever possible.
 - 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 - 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
 - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 - 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment

in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**

3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California.
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- F. The CONTRACTOR will enroll eligible students according to the following three priorities; *California Department of Education, Early Learning and Care Division (CDE/ELCD) Priorities for Enrollment:*
- | | |
|------------|---|
| Priority 1 | Employees of all direct-funded CDE/ELCD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs. |
| Priority 2 | Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services. |
| Priority 3 | Employees of all other programs including center-based and licensed family child care homes. |

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/ELCD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/ELCD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Learning and Care Division (CDE/ELCD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council;

and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.

2. The meeting must be documented with agenda and minutes, which must be submitted with the Year End Program Narrative Report.
- H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
- I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2019-2020 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
- J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

- A. The term of this Agreement shall be from September 1, 2019, to and including June 20, 2020. Enrolled units must be completed between July 1, 2019, and June 20, 2020. All allowable expenditures must be encumbered and/or the services rendered prior to June 20, 2020.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 11, 2019, a 2019-2020 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR under-generates its contracted number of units, the number of contracted units may be reduced in the subsequent year.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$7,800.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2020. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$26.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. General work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. The designated Campus Coordinator will submit all summer `19 and/or fall `19 student profiles to CDTC, postmarked no later than March 13, 2020, or CDTC may reduce the coordinator stipend by \$200.00. Additional coordinator stipend reduction policies specified in the 2019-2020 Campus Coordinator Agreement, Payment for Services, pg. 5, section III A., still apply.
- D. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2019-2020 Student Profile for each enrolled student for each semester/term.
- E. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- F. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 20, 2020.

V. RETENTION OF RECORDS AND UNITS

- A. The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for

audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Learning and Care Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Learning and Care Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Learning and Care Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	
Title of Person Signing:	
Date:	

Yosemite Community College District:

Authorizing Signature:	
Printed Name of Person Signing:	Susan C. Yeager
Title of Person Signing:	Vice Chancellor/Fiscal Services, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B - 2019-2020 Required Reports and Time Lines

Return the **Instructional Agreement with original signature to:**
Child Development Training Consortium PO Box 3603
Modesto, CA 95352

For CDTC Use Only			
Date Received:	To D.O.:	From D.O.:	To Contractor:

Child Development Permit Matrix - with Alternative Qualification Options Indicated

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	Option 2: Accredited HERO program (including ROP)	Authorizes the holder to care for and assist in the development and instruction of children in a child care and development program under the supervision of an Associate Teacher, Teacher, Master Teacher, Site Supervisor or Program Director.	105 hours of professional growth*****
Associate Teacher	Option 1: 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	Option 2: Child Development Associate (CDA) Credential.	Authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and supervise an Assistant and an aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise an Associate Teacher, Assistant and an aide.	105 hours of professional growth*****
Master Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise a Teacher, Associate Teacher, Assistant and an aide. The permit also authorizes the holder to serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Site Supervisor	Option 1: AA (or 60 units) which includes: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 4: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to supervise a child care and development program operating at a single site; provide service in the care, development, and instruction of children in a child care and development program; and serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	Option 1: BA or higher (does not have to be in ECE/CD) including: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	One year of Site Supervisor experience	Option 2: Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; or Option 4: Master's Degree in ECE/CD or Child/Human Development	Authorizes the holder to supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

Appendix A

NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation is available.

*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

**Core courses include child/human growth & development, child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas.

***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

****A valid Multiple Subject or a Single Subject in Home Economics.

*****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

Child Development Training Consortium 2019-2020 Required Reports and Time Lines

Report/Documentation	Due Date
Instructional Agreement	As soon as possible
Online Student Profiles and Transmittal Summary and Detail Sheets	Summer/Fall '19: October 11, 2019 Winter/Spring '20: March 13, 2020 (Preferred) Postmarked no later than May 27, 2020
Student Evaluations (Composite generated online)	Summer/Fall '19: February 14, 2020 Winter/Spring '20: June 20, 2020
2019-2020 Program Budget (SUBMIT ONLINE)	October 11, 2019
Student Eligibility and Payment Policies	December 20, 2019
Coordinator Invoice	Summer/Fall '19: February 14, 2020 Winter/Spring '20: June 5, 2020
Child Development Instructional Staff Profiles and Master List (UPDATE ONLINE)	March 13, 2020
Course Offering Matrix of Child Development and CDTC Funded Courses (UPDATE ONLINE)	Submit prior to each semester after course schedule is established at campus (Ex. Enter Spring '20 courses in September/October '19; Enter Fall '20 courses in April/May '20)
2020-2021 Contractor Information for Implementation of the CDTC Program	June 5, 2020
Year-End Program Narrative Report (Survey Monkey)	June 20, 2020
Final Expenditure Report (SUBMIT ONLINE)	June 20, 2020
Advisory Committee Meeting Documents	June 20, 2020

Date: September 4, 2019
Submitted by: Severo M. Balason, Jr., Vice President of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification



Board Meeting Date: October 9, 2019

Title of Board Item:

Contract for Professional Services with Chris Ruiz for Sports Information/Webmaster Services for the Taft College Athletics Programs/Website

Background:

The Athletics Department of Taft College would like to utilize the professional services of Chris Ruiz to assist in setting up new sports seasons, writing game articles and other news/special events for posting on the website, and general updating of the website. These services would provide more timely and updated sports/athletics information for our students, staff, faculty, and the general public.

Terms (if applicable):

The effective dates are August 1, 2019 through May 31, 2020.

Expense (if applicable):

The independent contractor shall receive \$500 per month for a total of \$5,000.

Fiscal Impact Including Source of Funds (if applicable):

This will be paid for by 2019-2020 Rural Technology Technical Assistance Grant Allocations.

Approved: 
Dr. Debra Daniels, Superintendent/President

WEST KERN COMMUNITY COLLEGE DISTRICT CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT (“District”) and Chirs Ruiz (“Independent Contractor”). The agreement is effective August 1, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: Sports Information/Webmaster (and as may be more particularly described in paragraph 3 of terms below).
2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.
3. The parties have agreed that the Independent Contractor will provide the personal professional services as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.
2. **Length of Agreement.** Independent Contractor shall provide the services August 1, 2019 through May 31, 2020.
3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following:
 - a. **Set up new sport seasons:**
 - Input schedules
 - Input team rosters
 - Input team rosters
 - Update links on main navigation bars and specific team page navigation bars
 - Upload team photos to roster page
 - Upload student-athlete/coaches photos to bio pages
 - Upload coaches’ information to bio pages
 - Archive previous season’s schedules/results, statistics, roster, and news page

b. Write game stories from completed games/events:

- Will Use game statistics uploaded by coaches to CAA/PrestoSports Website to write game recap
- Will upload the stories to the Taft Athletics website, usually within 24 hours, to keep the site updated with new content

c. Write other news/special events stories for posting on website as requested:

- Athletic Director and coaches may email me directly with new they would like featured on the site and on their team pages. Examples of this would include awards, signing and transfers, new hires, and community involvement.
- Special event stories could also be featured, which could include fundraising events, golf tournament, Hall of Fame, Coaches vs. Cancer/Dig Pink, and camps/clinics

d. General updating of the site and other items:

- Keep staff directory up to date
- Upload additional PDFs (team media guides/programs, recruiting documents) to site
- Can create email lists and newsletters for distribution
- Can create email interest forms for first contact by potential student-athletes to coaches
- Can assist with maintenance of social media accounts (Twitter, Facebook)

4. **Compensation.** Independent Contractor shall be paid the sum of **\$500.00 per month.**

5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since the Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and their staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

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

7. **Travel Expenses/Mileage Reimbursement.** The District shall not have a need to reimburse Independent Contractor for travel expenses or mileage.

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

9. **Earlier Termination.** District may terminate this Agreement upon providing Independent Contractor with 15 days prior written notice of such termination.

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

Date of WKCCD Board Approval:
10-9-19

Budget Code:
12582-301-5510-67800

West Kern Community College District:

Independent Contractor:

By: Dr. Debra S. Daniels

By: Chris Ruiz

Signature

Signature

BOARD AGENDA ITEM

Date: September 23, 2019
Submitted by: Severo Balason, Vice President of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Strata Information Consulting Services for Banner Programming Services project as outlined in Statement of Work 115

Background:

With the implementation of AB705, students are no longer required to take an assessment test for placement into English and math courses. Rather, new fields of information collected on the Taft College application, related to high school performance and highest-level English and math course completed in high school, will be used. Currently, English and math information taken from the application is being entered manually into our student information system, Banner, for each student that applies. The scope of work outlined in this project will automate this process, allowing us to clear for English and math placement in SOATEST based upon high school data and GPA collected in CCC Apply on the Taft College application. This will allow for much efficiency, and ease of administration and access to English and math courses for students.

Terms (if applicable):


Extension of current agreement for professional services, which originated in 2009 to 2019.

Expense (if applicable):

Hourly cost remains at \$170.00 per hour. However, SIG has the opportunity to adjust once every year by no more than \$5.00 per hour.

Fiscal Impact Including Source of Funds (if applicable):

The cost of this contract is to be paid for from the 2019-20 Student Services RTTA fund.

Approved: 
Dr. Debra Daniels, Superintendent/President



**Strata Information Group
Statement of Work
(TAFTCOLLEGE-SOW115-BANNERPROGRAMMING)
September 20, 2019**

Taft College	Banner® Programming Services
---------------------	-------------------------------------

Under the terms of the Agreement dated, January 5, 2009 and last amended July 1, 2019, Strata Information Group (SIG) will provide consulting services for Taft College (Taft) as directed, to perform the following work.

Description of Work:

Taft has requested programming support for CCCApply® within SOATEST. This includes code changes and testing.

Proposed Services:

Tasks	Hours	Trips
Functional and technical consulting	60	
Travel expenses		0
Totals:	60	0

Summary of Estimated Costs:

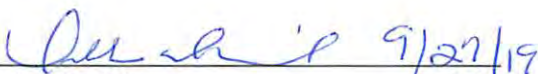
Labor:	Travel Expenses:	Total Cost:
\$10,200	\$0	\$10,200

Notes:

- Rate: \$170/hour for on-site and remote delivered services.
- Actual travel expenses may be lower or higher than estimated. Costs may be adjusted between categories to accommodate as long as the total cost is not exceeded.
- SIG will invoice monthly for the consulting hours provided.
- The hours estimate includes project management, preparation time, remote labor, and the development of trip reports.
- These services are subject to change depending on Taft's priorities, needs, and availability of staff and systems.
- Travel expenses, if applicable:
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,700 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$61 per full on-site day; \$45.75 per partial day.

For Taft College:

For Strata Information Group:



 Dr. Debra Daniels
 President/Superintendent

Date

DocuSigned by:

 5B8F9C55A1684B6...

Henry A. Eimstad
 President

Sep-20-2019

Date

Date: September 27, 2019

Submitted by: Andrew Prestage, Executive Director Information Technology

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

Convergent Technologies Proposal for Fire Alarm Monitoring of the ETE (Chevron Innovations Modular)

Background:

Convergent Technologies is the college's security company that provides support with alarm, video, and fire systems. This proposal is a renewal of the current contract where Convergent monitors the fire alarm system for the ETE (Chevron Innovations Modular) and will notify emergency services.

Terms (if applicable):

Alarm monitoring services coverage from 12/1/2019 – 11/30/2022

Expense (if applicable):

Total cost of the renewal is \$2,400, spread out over three years at \$805.00 per year.

Fiscal Impact Including Source of Funds (if applicable):

This cost is included in the IT Maintenance Budget.

Approved: 

Dr. Debra Daniels, Superintendent/President



Taft College – ETE (STEM Modular) Fire Monitoring Proposal Taft, CA

Account: 0E4550

The following is Convergent Technologies monitoring agreement prepared for Taft College.

Alarm Monitoring is currently in place for Taft College – ETE (STEM Modular) and includes a daily test signal. These services which were established one year ago are set to expire 11/30/2019. **Please be aware that if customer chooses not to proceed with a contract renewal, existing monitoring services will end effective 12/15/2019.**

The renewal, when signed, will be dated to begin 12/1/2019.

Page 5 of this proposal only needs to be completed if requesting a change.

Systems Monitoring Proposal

Customer Name: Taft College Proposal Number _____

Building Name: ETE (STEM Modular)

Address: 29 Cougar Court
Taft, CA 93268

Phone: 661-763-7737 Email: itsdepartment@taftcollege.edu

Billing Address (if different from the address listed above)

Name: _____ Attn: _____

Address: _____

Phone: _____ Contact: _____

Customer agrees to purchase, and Convergent Technologies LLC (CTLLC) agrees to provide monitoring service as described herein and according to the Terms and Conditions of the Subscriber Monitoring Agreement. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

Monitoring (UL Listed available) \$800.00 (includes daily test signal)

Basic Monitoring Plus \$600.00 (includes weekly test signal)

Basic Monitoring \$500.00 (no test signal)

Other Fire Alarm \$800.00 Duration: Annual 2-Year 3-Year

Total Price: \$2,400.00 * Start Date: 12/1/2019

**Total price is based on signing a three year proposal with three payments, billed annually.*

Attach Purchase Order or Requisition if Required

Customer By: _____ Convergent By: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

P.O. #: _____

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGENCY24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergent Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergent Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	Basic Monitoring	Basic Plus (weekly test signal)	UL Listed Monitoring Service (daily test signal)	UL Listed Central Station Service
	\$500.00 annually	\$600.00 annually	\$800.00 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	\$7.75.00	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	\$1.55	Per signal.

Payment terms are net cash upon receipt of invoice, except where satisfactory open account credit is established by CTLLC, in which case, terms are net 30 days from the date of invoice. CTLLC reserves the right to terminate said credit status at the sole discretion of CTLLC. Invoices will be issued prior to start date of agreement, and subsequent renewal dates thereafter. Customer agrees to pay such invoices in accordance with the above terms and conditions regardless of other scheduled deliveries or services. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this agreement.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions of the Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate this agreement.

Cancellation

After the commencement date, Customer shall have the right to cancel this agreement upon 30 days prior written notice to CTLLC at the end of this initial or any subsequent renewal period. Any and all monies owed under this agreement shall be due and payable, including services performed but not yet completed for any reason.

Length of Plan

After execution of agreement by an authorized representative of CTLLC, the term of this agreement shall be 12 months unless indicated elsewhere in this agreement. Unless cancelled with 30 days prior written notice, the agreement shall be renewed for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGENCY24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
A1	Police			2 nd #:
A2	Fire			2 nd #:
A3	Medical			2 nd #:
A4	Other			2 nd #:

Business Hours of Monitored Site (only required for monitoring of Scheduled Openings and Closings)

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	Open							
18:30	Close							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

Code Under Stress (security monitoring only)

Code (numbers only, 3 digits max.)

Subscriber Secure Internet Access Info (case sensitive)

User Name 1: _____ User Name 2: _____

Password: _____ Password: _____

E-mail Address: _____ E-mail Address: _____

Date: September 24, 2019
Submitted by: Andrew Prestage, Executive Director of Information Technology
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 9, 2019

Title of Board Item:

MTS Maintenance Contract Renewal Quote #2019024i-A

Background:

MTS is a call accounting software system that provides information of calls received and made on the college phone system. This software system also provides detailed call duration information allowing the business office to verify incoming phone bills from Verizon for bill auditing purposes.

Terms (if applicable):

Maintenance support coverage is from November 28, 2019 – November 27, 2020

Expense (if applicable):

Total cost of the renewal is \$1,044.75

Fiscal Impact Including Source of Funds (if applicable):

This cost is included in the 2019-2020 IT budget

Approved: 

Dr. Debra Daniels, Superintendent/President

CUSTOMER NAME
Taft College

Quote Number:
20190924i-A



Maintenance Renewal Quote

Maintenance Options (MTS-200012)	Cost (PO to MTS)	Term Period	Initial Renewal Term:
12 Month Renewal	\$1044.75	11/28/19 – 11/27/20	_____

Business Day Coverage: 8AM to 5PM Eastern Time

1. Remote Help Desk Service
2. Bring Rate tables current with maintenance renewal annually,
3. Tech Support calls during Regular Hours consist of:
 - a) 8-hours Remote Response Time for Major Corrective Maintenance;
 - b) 48-hours Remote Response Time for Minor Corrective Maintenance;
 - c) Customer designated coverage hours based upon MTS approval

Payment Schedule

Customer shall pay each properly submitted invoice **within thirty (30) days of receipt**. If payment is not received prior to the commencement of this maintenance contract period, MTS reserves the right to discontinue support and maintenance activity until payment is current.

Agreed to By: _____

Print Name & Title: _____

Date: _____

Purchase Order Number: _____

Invoice will be sent to the below address, please confirm or make corrections below:

Confirmed

End User: Taft College, 29 Cougar Court, Taft, CA, 93268
Attn: Mark Gibson, mgibson@taftcollege.edu

Invoice to be sent to dhicks@taftcollege.edu

Please return signed quote and/or PO to:

PLEASE NOTE NEW ADDRESS FOR MTS

Email: Order.Admin@mtsint.com

MTS IntegraTRAK Inc.
5041 Dallas Highway, Suite 300
Powder Springs, GA 30127
Fax: (770) 421-8039

Date: September 25, 2019

Submitted by: Kevin Altenhofel, Director of Campus Safety & Security

Area Administrator: Severo Balason, VP of Student Services

Subject: Request for Ratification

Board Meeting Date: October 9, 2019

Title of Board Item:

Agreement with Husch Blackwell – Review of 2019 Annual Security Report

Background:

The Husch Blackwell Innovations provides a Clery Compliance Toolset to assist with mandated security reporting. The District does utilize the toolset to complete reporting. Husch Blackwell LLP will conduct a legal review of the 2019 Annual Security Report as prepared using the toolset.

Terms (if applicable):

N/A


Expense (if applicable):

No Cost

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President

HUSCH BLACKWELL

Hayley E. Hanson
Partner

4801 Main Street
Suite 1000
Kansas City, MO 64112
Direct: 816.983.8377
Fax: 816.983.8080
hayley.hanson@huschblackwell.com

September 18, 2019

VIA E-MAIL

Kevin Altenhofel
Taft College
29 Cougar Court
Taft, CA 93268
Email: kaltenhofel@taftcollege.edu

Re: Agreement for Legal Services

Dear Kevin:

Thank you for selecting Husch Blackwell LLP to provide legal services and HB Innovations for the Clery Compliance Toolset. This letter will address your engagement of our law firm and will describe the basis on which our firm will provide legal services.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign a copy of this letter in the space provided below and return. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. **Client and Scope of Representation.** Our client in this matter is Taft College ("TC"). We will be engaged to provide a legal review of the 2019 Annual Security Report. Our representation is limited to this matter and additional legal representation will not be undertaken unless a new and separate retainer agreement is signed.

2. **Fees and Expenses.** There will be no fees for professional services. However, if any money is advanced on your behalf for filing fees, deposition expenses or other costs, you will be required to reimburse us for such costs.

3. **Conflicts.** Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to Taft

HUSCH BLACKWELL

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College during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation of Taft College. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to Taft College, including litigation.

4. **Document Retention.** Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e., documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

5. **E-mail Correspondence.** Our attorneys routinely send and receive information by e-mail. The internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

6. **Communications.** We understand that we are to report to and take direction from you for this engagement. If you should prefer that we report to some other person, please let us know.

7. **Marketing Materials.** Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with

HUSCH BLACKWELL

Page 3

regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

8. **Limited Liability Partnership.** Husch Blackwell LLP is organized as a limited liability partnership under Delaware law. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

9. **Conclusion of Representation.** Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

HUSCH BLACKWELL LLP

By: 

Hayley E. Hanson
Partner

HEH/mfs

AGREED:

TAFT COLLEGE

By: _____

Name: _____

Title: _____

Dated: _____

Taft College Check Register Report

01-September-19 through 30-September-19

FY 19-20

78043850	09/04/2019	A00200025Academic Senate	I0059141	10016857	11000	225	5710	60300	580.00
78043851	09/04/2019	A00222771Academic Senate for Communit	I0059150	10292650	12653	301	5710	63900	580.00
78043852	09/04/2019	A00102251Adriano, Christi L.	I0059157	080819	11000	205	4310	12042	28.57
78043853	09/04/2019	A00292936Albertson's LLC	I0059131	17768908	39000	314	4311	64991	145.31
78043854	09/04/2019	A00211968Alonzo Garcia, Reyes	I0059172	052919	11000	202	5985	60100	20.00
78043855	09/04/2019	A00269058Aramark Uniform Services	I0059127	60222587	11000	431	5870	65100	237.42
					11000	205	5870	12042	12.00
					39000	314	5870	64991	18.00
78043856	09/04/2019	A00200063Austin's Pest Control, Inc.	I0059138	AUG 19	12560	223	5860	09565	55.00
78043857	09/04/2019	A00272600Beard Family Trust	I0059134	SEP 19	12560	223	5610	09565	3,500.00
78043858	09/04/2019	A00200109Brown & Reich Petroleum, Inc	I0059159	8798	11000	432	4316	67703	131.79
78043859	09/04/2019	A00200161CDW-G	I0059156	TLK6306	11000	224	4313	60200	26.05
78043860	09/04/2019	A00280761County of Kern Public Works	I0059128	10047244	11000	431	5850	65500	24.53
78043861	09/04/2019	A00311324CWDL, CPAs	I0059170	4661	11000	421	5420	67200	27,760.50
78043862	09/04/2019	A00200238Department of Justice	I0059126	388245	11000	357	5990	69700	32.00
					11000	202	5990	60100	96.00
					31000	423	5990	69100	32.00
					11000	120	5990	66002	32.00
					11000	431	5990	65300	49.00
78043863	09/04/2019	A00202335Fastenal Industrial & Constr	I0059158	CATAF444	11000	431	4312	65100	196.84
					11000	431	5940	65100	0.00
					11000	431	5940	65100	0.01
78043864	09/04/2019	A00283264Frontier California Inc.	I0059153	13580822	31000	423	5840	69100	53.52
78043865	09/04/2019	A00203038Garcia, Eloisa	I0059155	AUG 19	39000	314	5710	64991	20.18
78043866	09/04/2019	A00203431Grimes, Jessica R.	I0059130	080819	12560	223	5710	60103	143.84
78043867	09/04/2019	A00200655Henry Schein, Inc.	I0059137	65057468	11000	205	4311	12042	11.74
78043868	09/04/2019	A00201122Home Depot Credit Services	I0059119	34060613	11000	431	4317	65100	315.83
78043869	09/04/2019	A00200680J & L Locksmithing	I0059165	015854	39000	314	5631	64991	106.45
			I0059169	015831	11000	205	4310	12042	69.47
78043870	09/04/2019	A00201257Jones, Christopher Z.	I0059166	071519	11000	431	4312	65100	36.44
78043871	09/04/2019	A00200806Kern Gardening Service	I0059123	29995	12560	223	5633	09565	200.00
78043872	09/04/2019	A00200717Kern Regional Center	I0059145	092419	39000	312	5710	64991	10.00
78043873	09/04/2019	A00300405Markovits, Aaron	I0059167	073119	39000	314	5505	64991	56.75
78043874	09/04/2019	A00200498Office Depot	I0059125	35750909	11000	358	4310	62100	114.45
78043875	09/04/2019	A00201272Owens, Patricia A.	I0059120	JUN 19	39000	312	5710	64991	24.10
78043876	09/04/2019	A00200508P. G. & E.	I0059132	080219	39000	314	5830	64991	20.31
78043877	09/04/2019	A00200508P. G. & E.	I0059133	08/02/19	39000	314	5830	64991	109.37
78043878	09/04/2019	A00200508P. G. & E.	I0059154	08/15/19	31000	423	5830	69100	8.12
					31000	423	5820	69100	1,163.95
78043879	09/04/2019	A00285829Paradise Balloon Designs	I0059140	2618	11000	353	4310	64600	349.75
					11000	353	4310	64600	0.00
78043880	09/04/2019	A00200518Pearson Education	I0059124	5559602	31000	423	4110	69100	33,344.61
					31000	423	5940	69100	336.28
78043881	09/04/2019	A00270674Public Agency Law Group	I0059139	070619	42350	000	5430	71003	7,495.70
					11000	401	5430	67200	855.30
78043882	09/04/2019	A00200985Rangel-Escobedo, Juana R.	I0059136	070919	11000	211	5710	49999	511.31
78043883	09/04/2019	A00255636Rapp's Packaging	I0059162	190680	31000	423	4321	69100	1,140.00
					31000	423	5940	69100	170.37
78043884	09/04/2019	A00312293Renaissance Newport Beach	I0059142	70740315	11000	225	5710	60300	579.18
			I0059149	77587313	12653	301	5710	60300	579.18
			I0059151	94399418	12653	301	5710	63900	579.18

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78043885	09/04/2019	A00234793Southwest Signs	I0059161	22423	31000	423	4310	69100	138.00
78043886	09/04/2019	A00200393Sparkletts	I0059135	052419	12560	223	4310	09565	81.48
78043887	09/04/2019	A00200393Sparkletts	I0059164	081519	11000	209	4310	49999	34.52
78043888	09/04/2019	A00200393Sparkletts	I0059173	080819	11000	306	4310	49306	47.00
78043889	09/04/2019	A00200396Spurr	I0059122	101098	11000	431	5820	65700	893.70
						35827	357	5820	124.29
						33429	310	5820	149.49
78043890	09/04/2019	A00200400Stinson's	I0059160	878561-1	11000	354	4318	69600	21.25
						11000	354	4318	115.22
						11000	354	4318	324.81
78043891	09/04/2019	A00200419T.C. Clearing Account	I0059144	201920	11000	353	7130	64600	10,431.00
78043892	09/04/2019	A00200430Taft Plaza, LLC	I0059168	SEP 19	31000	423	5611	69100	1,907.00
78043893	09/04/2019	A00302722Time Warner Cable	I0059147	08222019	11999	000	7412	73900	1,038.13
78043894	09/04/2019	A00302722Time Warner Cable	I0059148	08222019	11999	000	7412	73900	1,693.78
78043895	09/04/2019	A00201046Tri Lateral LLC	I0059163	15264641	31000	423	4110	69100	48.60
						31000	423	5940	5.21
78043896	09/04/2019	A00255644U.S. Bank Equipment Finance	I0059152	39226916	11000	113	5612	00000	4,785.48
			I0059171	39107232	11000	113	5612	00000	6,040.10
78043897	09/04/2019	A00205963Valencia, Leovi M.	I0059146	082719	11000	421	5710	67200	41.35
78043898	09/04/2019	A00200355West Kern Water District	I0059174	081519	12560	223	5810	09565	135.50
78043899	09/04/2019	A00308504Wright Express FSC	I0059129	60881963	11000	432	4316	67703	224.84
78043900	09/05/2019	A00252562Adkisson, Autumn D.	S0047806		11000		9526		1,555.00
78043901	09/05/2019	A00283292Alberto, Miguel A.	S0047807		11000		9526		598.00
78043902	09/05/2019	A00252841Andrews, Rachel M.	S0047808		11000		9526		598.00
78043903	09/05/2019	A00307758Armstrong, Ryen N.	S0047809		11000		9526		138.00
78043904	09/05/2019	A00292742Arnold, David E.	S0047810		11000		9526		92.00
78043905	09/05/2019	A00272534Avena, Eddy	S0047811		11000		9526		368.00
78043906	09/05/2019	A00279452Barton, Breah A.	S0047812		11000		9526		368.00
78043907	09/05/2019	A00291735Bethell, Justin S.	S0047813		11000		9526		184.00
78043908	09/05/2019	A00281792Borrecco, Madison R.	S0047814		11000		9526		322.00
78043909	09/05/2019	A00309517Bovee, Allison M.	S0047815		11000		9526		138.00
78043910	09/05/2019	A00274309Braughton, Danielle M.	S0047816		11000		9526		184.00
78043911	09/05/2019	A00303692Brown, Lyndsey J.	S0047817		11000		9526		138.00
78043912	09/05/2019	A00307577Bullard, Rachel M.	S0047818		11000		9526		184.00
78043913	09/05/2019	A00295354Calbert, Chaydin M.	S0047819		11000		9526		644.00
78043914	09/05/2019	A00304774Calzada, Yvette J.	S0047820		11000		9526		138.00
78043915	09/05/2019	A00294396Campbell, Kylie E.	S0047821		11000		9526		184.00
78043916	09/05/2019	A00301287Cantrell, Allison H.	S0047822		11000		9526		46.00
78043917	09/05/2019	A00304759Castro, Emily A.	S0047823		11000		9526		690.00
78043918	09/05/2019	A00209346Castruita, Armando	S0047824		11000		9526		184.00
78043919	09/05/2019	A00246718Cervantes, Susana L.	S0047825		11000		9526		368.00
78043920	09/05/2019	A00300075Chavez, Meghan C.	S0047826		11000		9526		138.00
78043921	09/05/2019	A00296848Cockrill, Thomas G.	S0047827		11000		9526		184.00
78043922	09/05/2019	A00306506Contreras, Cynthia	S0047828		11000		9526		184.00
78043923	09/05/2019	A00273378Cooper, Garrett C.	S0047829		11000		9526		322.00
78043924	09/05/2019	A00269831Davis, Bradley A.	S0047831		11000		9526		322.00
78043925	09/05/2019	A00290985Deol, Rajneet K.	S0047832		11000		9526		138.00
78043926	09/05/2019	A00248114DIaz, Kevin H.	S0047830		11000		9526		138.00
78043927	09/05/2019	A00292848Doepel, Alexis D.	S0047833		11000		9526		138.00
78043928	09/05/2019	A00000334Duenas, Lizeth G.	S0047834		11000		9526		138.00
78043929	09/05/2019	A00273471Dye, Marilia L.	S0047835		11000		9526		138.00

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78043930	09/05/2019	A00275796	Fernandez, Alissia B.	S0047836	11000	9526	46.00
78043931	09/05/2019	A00305814	Ferre, Alyssa R.	S0047837	11000	9526	184.00
78043932	09/05/2019	A00303156	Franzen, Olivia L.	S0047838	11000	9526	322.00
78043933	09/05/2019	A00239483	Gastelum-Sandoval, Denise B.	S0047839	11000	9526	184.00
78043934	09/05/2019	A00241323	Gazali, Suhail M.	S0047840	11000	9526	138.00
78043935	09/05/2019	A00284642	Gill, Rajvir K.	S0047841	11000	9526	138.00
78043936	09/05/2019	A00277212	Goodlett, Brianna M.	S0047842	11000	9526	24.00
78043937	09/05/2019	A00289365	Gradowitz, Kraig J.	S0047843	11000	9526	598.00
78043938	09/05/2019	A00282209	Green, Sarah D.	S0047844	11000	9526	138.00
78043939	09/05/2019	A00285162	Grewal, Prabhjot K.	S0047845	11000	9526	138.00
78043940	09/05/2019	A00289842	Grimes, Hannah L.	S0047846	11000	9526	276.00
78043941	09/05/2019	A00309531	Gudino Alvarado, Ruby	S0047847	11000	9526	500.00
78043942	09/05/2019	A00284777	Hale, Morgan L.	S0047848	11000	9526	138.00
78043943	09/05/2019	A00312051	Harris, Ashley A.	S0047849	11000	9526	322.00
78043944	09/05/2019	A00305801	Hartnett, Isaac L.	S0047850	11000	9526	276.00
78043945	09/05/2019	A00224168	Henry, Talia C.	S0047851	11000	9526	138.00
78043946	09/05/2019	A00311504	Hovind, Giselle R.	S0047852	11000	9526	230.00
78043947	09/05/2019	A00296786	Howard, Brittney L.	S0047853	11000	9526	414.00
78043948	09/05/2019	A00302124	Ippolito, Brandon J.	S0047854	11000	9526	46.00
78043949	09/05/2019	A00294600	Irvin, Sable S.	S0047855	11000	9526	138.00
78043950	09/05/2019	A00276162	James, Katelynne A.	S0047856	11000	9526	368.00
78043951	09/05/2019	A00292369	Jarrar, Ryan I.	S0047857	11000	9526	230.00
78043952	09/05/2019	A00202394	Johns, Erin L.	S0047858	11000	9526	138.00
78043953	09/05/2019	A00307744	Jones, Ariel J.	S0047859	11000	9526	92.00
78043954	09/05/2019	A00289489	Juarez, Mayra	S0047860	11000	9526	138.00
78043955	09/05/2019	A00260149	Kitsch, Leah M.	S0047800	11000	9526	138.00
78043956	09/05/2019	A00310191	Leon, Crystal	S0047801	11000	9526	184.00
78043957	09/05/2019	A00306391	Lightner, Lindsey R.	S0047802	11000	9526	138.00
78043958	09/05/2019	A00214924	Lopez, Lilibeth	S0047803	11000	9526	184.00
78043959	09/05/2019	A00297697	Lopez Agundez, Abigail R.	S0047804	11000	9526	862.00
78043960	09/05/2019	A00027072	Manuz, Heather M.	S0047805	11000	9526	184.00
78043961	09/05/2019	A00293105	Mariscal, Breanna A.	S0047786	11000	9526	368.00
78043962	09/05/2019	A00294562	Marsh, Miralda Y.	S0047787	11000	9526	230.00
78043963	09/05/2019	A00297284	Martinez, Andrew D.	S0047788	11000	9526	138.00
78043964	09/05/2019	A00282913	Martinez, Karen	S0047789	11000	9526	138.00
78043965	09/05/2019	A00312278	Martinez, Miguel A.	S0047790	11000	9526	188.00
78043966	09/05/2019	A00298108	McBroom, Ciara J.	S0047791	11000	9526	460.00
78043967	09/05/2019	A00283962	Mechael, Lilian S.	S0047792	11000	9526	138.00
78043968	09/05/2019	A00289630	Miller, Sara A.	S0047793	11000	9526	276.00
78043969	09/05/2019	A00282072	Moreno, Marcos	S0047794	11000	9526	276.00
78043970	09/05/2019	A00284900	Moreno, Maricela	S0047795	11000	9526	184.00
78043971	09/05/2019	A00016270	Morenovilla, Martin E.	S0047796	11000	9526	184.00
78043972	09/05/2019	A00083857	Morgan-Dunham, Mary A.	S0047797	11000	9526	138.00
78043973	09/05/2019	A00287465	Ortega-Rivera, Jasmin	S0047798	11000	9526	1,672.00
78043974	09/05/2019	A00308710	Paglia, Carolyn S.	S0047799	11000	9526	184.00
78043975	09/05/2019	A00248747	Palafax, Maria G.	S0047861	11000	9526	230.00
78043976	09/05/2019	A00306787	Palmer, Matthew D.	S0047862	11000	9526	138.00
78043977	09/05/2019	A00290778	Parke, Alexandria B.	S0047863	11000	9526	460.00
78043978	09/05/2019	A00307859	Perales, Olivia B.	S0047746	11000	9526	460.00
78043979	09/05/2019	A00292827	Perez, Joshua E.	S0047747	11000	9526	46.00
78043980	09/05/2019	A00280663	Perez, Valeria V.	S0047748	11000	9526	322.00

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78043981	09/05/2019	A00059755Plotner, Dakota	S0047749		11000		9526		46.00
78043982	09/05/2019	A00308772Pruitt, Zachary A.	S0047750		11000		9526		276.00
78043983	09/05/2019	A00286355Quick, Kylee L.	S0047751		11000		9526		138.00
78043984	09/05/2019	A00280024Ramirez, Isamar N.	S0047752		11000		9526		322.00
78043985	09/05/2019	A00285844Ray, Nicolas A.	S0047753		11000		9526		138.00
78043986	09/05/2019	A00309845Rich, Jacob H.	S0047754		11000		9526		322.00
78043987	09/05/2019	A00295971Rico, Jorge A.	S0047755		11000		9526		5.00
78043988	09/05/2019	A00308123Rios, Tawnee M.	S0047756		11000		9526		138.00
78043989	09/05/2019	A00311642Rivera, Kyllie M.	S0047757		11000		9526		138.00
78043990	09/05/2019	A00311595Rodriguez, Jared A.	S0047758		11000		9526		200.00
78043991	09/05/2019	A00300833Rodriguez, Trenton R.	S0047759		11000		9526		184.00
78043992	09/05/2019	A00289493Romo, Cindy	S0047760		11000		9526		552.00
78043993	09/05/2019	A00311802Salazar, Kennedy M.	S0047761		11000		9526		200.00
78043994	09/05/2019	A00279499Salman, Savaiz	S0047762		11000		9526		598.00
78043995	09/05/2019	A00294938Sanchez, Kimberly A.	S0047763		11000		9526		184.00
78043996	09/05/2019	A00267018Sanchez, Monica	S0047764		11000		9526		138.00
78043997	09/05/2019	A00289297Santiago, Miriam	S0047765		11000		9526		138.00
78043998	09/05/2019	A00270899Santos Brodie, Belem	S0047766		11000		9526		138.00
78043999	09/05/2019	A00278581Sepulveda, Serena M.	S0047767		11000		9526		36.80
78044000	09/05/2019	A00290819Shafer, Kristen J.	S0047768		11000		9526		368.00
78044001	09/05/2019	A00274394Shurbaji, Maimuna J.	S0047769		11000		9526		1,174.60
78044002	09/05/2019	A00309456Simpson, Janaya A.	S0047770		11000		9526		138.00
78044003	09/05/2019	A00282294Sires, Tiffany J.	S0047771		11000		9526		184.00
78044004	09/05/2019	A00091490Stearman, Keith W.	S0047772		11000		9526		188.00
78044005	09/05/2019	A00234061Streeks, Candice M.	S0047773		11000		9526		138.00
78044006	09/05/2019	A00294455Stubblefield, Kallie P.	S0047774		11000		9526		46.00
78044007	09/05/2019	A00309485Takhar, Parvinder S.	S0047775		11000		9526		200.00
78044008	09/05/2019	A00201520Thomas, Whitney	S0047776		11000		9526		46.00
78044009	09/05/2019	A00303468Tiwana, Sumeet	S0047777		11000		9526		138.00
78044010	09/05/2019	A00267022Torres, Emmanuel	S0047778		11000		9526		138.00
78044011	09/05/2019	A00266082Torres-Rojas, Alondra	S0047779		11000		9526		184.00
78044012	09/05/2019	A00261577Vendrell, Oliannie M.	S0047780		11000		9526		322.00
78044013	09/05/2019	A00311548Vergara Medina, Claudia N.	S0047781		11000		9526		184.00
78044014	09/05/2019	A00296431Ward, Lynnsey A.	S0047782		11000		9526		184.00
78044015	09/05/2019	A00238488Williams, Lindsey D.	S0047783		11000		9526		184.00
78044016	09/05/2019	A00205860Witt, Austin D.	S0047784		11000		9526		230.00
78044017	09/05/2019	A00294991Yeomans, Mikayla B.	S0047785		11000		9526		138.00
78044018	09/10/2019	A00102251Adriano, Christi L.	I0059186	071519	12652	205	4310	12042	27.85
78044019	09/10/2019	A00292936Albertson's LLC	I0059214	17769108	32000	422	4410	69400	35.74
78044020	09/10/2019	A00200043American Express	I0059233	11005082	11000	000	7211	00000	4,367.59
78044021	09/10/2019	A00219472Arbor Crest Publishing	I0059222	2019-139	31000	423	4110	69100	4,850.00
					31000	423	5940	69100	218.98
78044022	09/10/2019	A00200063Austin's Pest Control, Inc.	I0059203	JUL. 19	12560	223	5860	09565	55.00
78044023	09/10/2019	A00200069Bakersfield Californian	I0059180	14630456	11000	401	5970	67200	411.78
78044024	09/10/2019	A00311651California Facility Specialt	I0059230	3557	11000	431	6412	65100	2,782.06
78044025	09/10/2019	A00082776Carty, Ramona M.	I0059185	AUG 19	39000	314	5710	64991	26.27
78044026	09/10/2019	A00200161CDW-G	I0059177	TLM1405	11000	209	6412	19111	0.01
					11000	209	6412	19111	360.03
			I0059215	TJN8833	11000	209	6412	19111	370.02
					11000	209	6412	19111	0.01
			I0059216	TGQ0379	11000	205	4310	12042	0.01

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78044027	09/10/2019	A00258703	College House	I0059231	31119	11000	205	4310	12042	165.49
						31000	423	4310	69100	577.60
						31000	423	5940	69100	49.64
78044028	09/10/2019	A00221118	Community College Facility C	I0059199	130102	11000	401	5210	67200	659.00
78044029	09/10/2019	A00311827	Compressor Parts Unlimited	I0059195	53729	11000	431	4317	65100	227.37
78044030	09/10/2019	A00300497	Content Distributors	I0059223	OR-21248	31000	423	4110	69100	940.35
						31000	423	5940	69100	65.24
78044031	09/10/2019	A00228756	Country Auto & Truck Taft	I0059196	603066	11000	432	4312	67703	568.08
78044032	09/10/2019	A00200279	Educational Testing Service	I0059200	SP200665	11000	306	4310	49306	720.00
78044033	09/10/2019	A00029774	Enciso, Rigoberto	I0059121	072619	12560	223	5710	60103	563.80
78044034	09/10/2019	A00280401	Flowers Baking Co of Henders	I0059201	20711419	32000	422	4410	69400	31.28
78044035	09/10/2019	A00283264	Frontier California Inc.	I0059187	77000828	11000	431	5840	65700	1,008.29
78044036	09/10/2019	A00283264	Frontier California Inc.	I0059190	79000828	11000	431	5840	65700	785.28
78044037	09/10/2019	A00312275	Groveman, Susan D.	I0059184	AUG 19	11000	110	5710	66003	44.08
78044038	09/10/2019	A00200655	Henry Schein, Inc.	I0059188	65363899	11008	206	6414	12042	12,863.57
78044039	09/10/2019	A00210737	Hilton San Francisco	I0059182	31317343	11000	306	5710	49306	556.72
78044040	09/10/2019	A00266520	ID Zone	I0059217	1630184	11000	113	4310	67801	600.00
78044041	09/10/2019	A00280910	Independent Living Center of	I0059212	4930	39000	314	4310	64991	609.44
78044042	09/10/2019	A00297328	Jenkins, Nicole E.	I0059193	AUG 19	39000	314	5710	64991	9.22
78044043	09/10/2019	A00201057	Johnstone Supply	I0059229	S1877182	35815	357	6412	69700	802.73
78044044	09/10/2019	A00200707	Keenan & Associates	I0059178	233695	11000	412	5510	67300	5,000.00
78044045	09/10/2019	A00200708	Kendall/Hunt Publishing Co.	I0059210	12088917	31000	423	4110	69100	2,484.00
						31000	423	5940	69100	182.58
78044046	09/10/2019	A00200722	Knight's Services, Inc.	I0059213	00000186	42350	000	5510	71002	195.36
78044047	09/10/2019	A00253920	Mancomm, Inc.	I0059208	439070	31000	423	4110	69100	3,126.00
						31000	423	5940	69100	295.66
78044048	09/10/2019	A00227772	MBS Textbook Exchange, Inc.	I0059220	47-48143	31000	423	4110	69100	3,567.75
						31000	423	4115	69100	732.75
						31000	423	5940	69100	371.02
78044049	09/10/2019	A00295928	Mike's Fencing, Inc.	I0059218	60513	11008	431	6120	69200	12,950.00
						11007	431	6211	70990	10,890.00
78044050	09/10/2019	A00234628	MPS	I0059205	91062462	31000	423	4110	69100	2,009.20
						31000	423	5940	69100	76.13
78044051	09/10/2019	A00308503	Newton Software, Inc.	I0059183	INV00018	12571	411	5985	67300	333.00
78044052	09/10/2019	A00256166	Obeso Vents	I0059219	081719	32000	422	5632	69400	400.00
78044053	09/10/2019	A00309724	Padre Associates, Inc.	I0059227	2019-151	11007	431	6211	70990	405.00
78044054	09/10/2019	A00200522	Pepsi-Cola Company	I0059202	35395652	32000	422	4410	69400	400.10
78044055	09/10/2019	A00200985	Rangel-Escobedo, Juana R.	I0059191	061719	12639	301	5710	64900	206.75
78044056	09/10/2019	A00200990	Reich, Tristina R.	I0059181	AUG 19	39000	314	5710	64991	4.52
78044057	09/10/2019	A00271043	SDC Publications	I0059209	97854	31000	423	4110	69100	1,000.00
						31000	423	5940	69100	99.00
78044058	09/10/2019	A00200419	T.C. Clearing Account	I0059179	201930	11000	353	7130	64600	10,487.00
78044059	09/10/2019	A00200419	T.C. Clearing Account	I0059189	201930.	11000	353	7310	64600	187.00
78044060	09/10/2019	A00200419	T.C. Clearing Account	I0059198	08212019	11999	000	7412	73900	65.00
78044061	09/10/2019	A00200423	Taft City School District	I0059228	20-009	11000	432	4310	67703	40.19
						11000	432	4316	67703	15.00
						11000	432	5632	67703	258.75
						11000	352	4310	69610	5.00
						11000	352	5632	69610	69.00
78044062	09/10/2019	A00200862	Taft College Bookstore	I0059175	4821	12000	340	4310	64951	2,099.96
78044063	09/10/2019	A00200862	Taft College Bookstore	I0059176	9800	12643	223	4310	60103	3,608.03

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78044064	09/10/2019	A00200426	Taft College Cafeteria	I0059197	082219	32000	422	4410	69400	159.85
78044065	09/10/2019	A00200434	Teacher's College Press	I0059207	4676542	31000	423	4110	69100	399.20
78044066	09/10/2019	A00203989	Tipton Cash, Heather M.	I0059194	AUG 19	11000	224	4316	60200	70.53
78044067	09/10/2019	A00200282	True Value Home Center	I0059226	412669	11000	431	4310	65100	588.79
						11000	431	4310	65300	144.30
						11000	431	4310	65500	208.02
						35827	357	4310	69700	240.52
						35819	357	4310	69700	105.22
78044068	09/10/2019	A00200284	U.S. Foods	I0059232	5840868	32000	422	4410	69400	3,353.19
						32000	422	4411	69400	246.54
78044069	09/10/2019	A00200309	United Refrigeration, Inc.	I0059224	69011500	11000	431	4312	65100	127.89
						11000	431	5940	65100	18.00
				I0059225	69533396	35815	357	6412	69700	718.15
						35815	357	5940	69700	16.15
78044070	09/10/2019	A00200827	W.W. Norton & Company Inc.	I0059221	404826	31000	423	4110	69100	2,400.00
						31000	423	5940	69100	102.71
78044071	09/10/2019	A00275443	WestAir Gases & Equipment In	I0059204	10917651	12643	223	4311	09565	211.73
				I0059206	80264087	31000	423	4321	69100	24.64
						31000	423	4321	69100	285.29
78044072	09/10/2019	A00300143	Wootten, Laurie A.	I0059192	AUG 19	39000	314	5710	64991	11.08
78044073	09/10/2019	A00200388	Zee Medical Service Co.	I0059211	34-20706	11000	301	4310	64500	140.55
78044074	09/11/2019	A00286383	Barbosa, Marlyn	S0047879		11000		9526		10,000.00
78044075	09/11/2019	A00303708	Bowen, Sarah J.	S0047878		11000		9526		299.71
78044076	09/11/2019	A00304055	Chabolla, Michael R.	S0047877		11000		9526		230.00
78044077	09/11/2019	A00011602	Crane, Sean P.	S0047876		11000		9526		138.00
78044078	09/11/2019	A00260797	Dawson, Andrew K.	S0047875		11000		9526		184.00
78044079	09/11/2019	A00309964	Evans, Cort M.	S0047874		11000		9526		150.00
78044080	09/11/2019	A00285315	Gonzalez, Diana L.	S0047873		11000		9526		138.00
78044081	09/11/2019	A00286740	Hansen, Heather N.	S0047872		11000		9526		46.00
78044082	09/11/2019	A00307801	Hernandez, Eduardo A.	S0047871		11000		9526		500.00
78044083	09/11/2019	A00243393	Hernandez, Jeannette	S0047870		11000		9526		138.00
78044084	09/11/2019	A00249556	Johnson, Donald L.	S0047869		11000		9526		184.00
78044085	09/11/2019	A00298473	Larios, Giovanni E.	S0047868		11000		9526		460.00
78044086	09/11/2019	A00297695	Layton, Jack C.	S0047867		11000		9526		276.00
78044087	09/11/2019	A00040551	Lindsey, Emily M.	S0047865		11000		9526		138.00
78044088	09/11/2019	A00310210	Lopez, Isaiah J.	S0047864		11000		9526		184.00
78044089	09/11/2019	A00283861	Smith, Ariel R.	S0047880		11000		9526		690.00
78044090	09/11/2019	A00234019	Wilson, Starr R.	S0047866		11000		9526		46.00
78044091	09/17/2019	A00269611	A-C Electric Company	I0059281	BL1651-1	31000	423	6412	69100	4,093.00
78044092	09/17/2019	A00200017	A.P.I. Plumbing	I0059257	14078	35827	357	4310	69700	42.95
						11000	431	4312	65500	394.68
						11007	431	6120	69609	1,520.40
78044093	09/17/2019	A00102251	Adriano, Christi L.	I0059248	081819	11000	205	4311	12042	15.01
78044094	09/17/2019	A00306660	Advanced Data Storage, Inc.	I0059319	0100183	11000	411	5990	67300	85.00
78044095	09/17/2019	A00292936	Albertson's LLC	I0059260	17769008	33429	310	4410	69200	126.95
78044096	09/17/2019	A00288646	Amazon Web Services, Inc.	I0059243	28425591	11000	113	5644	67801	664.66
78044097	09/17/2019	A00200040	American Business Machines	I0059273	465598	12000	303	5641	64300	230.30
78044098	09/17/2019	A00223048	AMS.NET	I0059265	0032715	11000	113	5644	67801	1,926.00
78044099	09/17/2019	A00200052	AP Architects	I0059311	11599	42350	000	5510	71003	9,665.00
						11007	401	5510	71004	487.50
78044100	09/17/2019	A00269058	Aramark Uniform Services	I0059276	60224035	11000	431	5870	65100	237.42

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					11000	205	5870	12042	12.00
					39000	314	5870	64991	18.00
78044101	09/17/2019	A00200063Austin's Pest Control, Inc.	I0059255	AUG. 19	39000	314	5860	64991	100.00
			I0059275	AUG '19	11000	431	5860	65100	455.00
78044102	09/17/2019	A00015850Berry, Wendy J.	I0059241	082219	11000	209	4311	04014	277.84
78044103	09/17/2019	A00200096Board of Governors, CCC	I0059266	19-068	11000	113	5641	67801	5,900.00
78044104	09/17/2019	A00200107Bright House Networks	I0059312	080219	35819	357	5890	69700	275.99
78044105	09/17/2019	A00200109Brown & Reich Petroleum, Inc	I0059277	8962	11000	432	4316	67703	347.82
78044106	09/17/2019	A00289579BTS Bioengineering Corp	I0059006	18-19-05	11008	431	6120	69609	6,500.00
78044107	09/17/2019	A00099735Burch, Kelsey	I0059314	AUG 19	39000	314	5710	64991	16.12
78044108	09/17/2019	A00303443CampusLogic, Inc.	I0059242	2018-119	12569	353	5641	64600	27,000.00
78044109	09/17/2019	A00200146Carolina Biological Supply C	I0059235	50798303	11000	209	4311	04011	215.04
78044110	09/17/2019	A00200161CDW-G	I0059306	TMQ0189	11000	421	4318	67704	88.57
78044111	09/17/2019	A00201051Central Sanitary Supply	I0059293	996811	33588	310	4310	69200	677.75
78044112	09/17/2019	A00292869Colorado Nut Company, Inc.	I0059249	21870	31000	423	4310	69100	222.35
78044112	09/17/2019	A00292869Colorado Nut Company, Inc.	I0059249	21870	31000	423	5940	69100	45.41
78044113	09/17/2019	A00228756Country Auto & Truck Taft	I0059261	603204	11000	432	4310	67703	68.63
			I0059301	603130	11000	432	4310	67703	152.21
78044114	09/17/2019	A00200222Daily Midway Driller	I0059317	32503	11000	401	5970	67200	268.85
78044115	09/17/2019	A00200279Educational Testing Service	I0059298	OM202371	11000	306	4310	49306	180.00
78044116	09/17/2019	A00300363EMD Millipore Corp.	I0059237	9084968	11000	205	4311	12042	356.13
			I0059238	9085523	12651	205	4311	12042	189.99
78044117	09/17/2019	A00200302Eveland, Sharyn L.	I0059294	082319	11000	225	4410	60300	400.85
78044118	09/17/2019	A00200307Farmer Bros. Company	I0059269	69403694	32000	422	4410	69400	248.35
			I0059296	69363985	32000	422	4410	69400	206.75
78044119	09/17/2019	A00200308Federal Express Corporation	I0059292	6-716-19	33428	310	5940	69200	25.08
					11000	431	5940	65100	45.90
					11000	401	5940	67705	29.90
78044120	09/17/2019	A00200323Flinn Scientific, Inc.	I0059236	2381212	11000	209	4311	19051	2,166.32
78044121	09/17/2019	A00280401Flowers Baking Co of Henders	I0059271	20711421	32000	422	4410	69400	95.60
78044122	09/17/2019	A00201045Golling, Greg P.	I0059240	082719	11000	209	4311	04012	379.67
78044123	09/17/2019	A00200627Gonzalez, Lourdes	I0059307	121519	12599	309	5710	64992	400.00
78044124	09/17/2019	A00200629Grainger	I0059256	92607744	11000	431	4312	65100	82.30
78044125	09/17/2019	A00200645Hardy Diagnostics	I0059274	2170473	11000	209	4311	04012	1,187.07
78044126	09/17/2019	A00201549Harper Collins Publishers	I0059252	57611646	31000	423	4110	69100	439.73
78044127	09/17/2019	A00202979Health First Corporation	I0059288	INV60311	11000	205	4310	12042	467.97
78044128	09/17/2019	A00200655Henry Schein, Inc.	I0059284	68051694	11000	205	4311	12042	2,523.10
					11000	205	4311	12042	248.70
			I0059286	68313010	11000	205	6415	12042	1,603.39
			I0059289	68052015	12651	205	4311	12042	2,420.98
78044129	09/17/2019	A00224086inContact, Inc.	I0059323	6379845	11000	431	5840	65100	207.14
					11000	431	5840	65700	1,675.97
78044130	09/17/2019	A00200704Karwoski, John	I0059324	SEP 19	42350	000	5510	71002	10,920.00
78044131	09/17/2019	A00200707Keenan & Associates	I0059320	234084	11000	412	5510	67300	5,000.00
78044132	09/17/2019	A00200721Kiwanis Club of Taft	I0059308	18189	31000	423	5210	69100	646.00
78044133	09/17/2019	A00255628Modern Language Association	I0059251	INV50737	31000	423	4110	69100	1,687.50
					31000	423	5940	69100	102.96
78044134	09/17/2019	A00227738National Benefit Services, L	I0059321	715535	11000	411	5510	67300	80.00
78044135	09/17/2019	A00200498Office Depot	I0059239	36315750	11000	205	4310	12042	61.94
			I0059287	33706782	11000	205	4310	12042	25.06
			I0059322	34905948	11000	411	4310	67300	196.48

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78044136	09/17/2019	A00201272Owens, Patricia A.	I0059305	080219	39000	314	4310	64991	81.18
78044137	09/17/2019	A00200508P. G. & E.	I0059315	081319	39000	314	5830	64991	391.32
78044138	09/17/2019	A00200508P. G. & E.	I0059316	090319	11000	431	5830	65700	29,341.09
78044139	09/17/2019	A00241384PASCO scientific	I0059254	19IN0122	11000	209	6412	19111	493.90
78044140	09/17/2019	A00200517Peace Lutheran Church	I0059309	071019	11000	205	5611	12042	6,000.00
78044141	09/17/2019	A00200522Pepsi-Cola Company	I0059270	25416161	32000	422	4410	69400	658.95
78044142	09/17/2019	A00292796Safe 1 Credit Union	I0059310	43770813	31000	423	4321	69100	200.00
					31000	423	4321	69100	85.81
					31000	423	5940	69100	11.99
78044142	09/17/2019	A00292796Safe 1 Credit Union	I0059310	43770813	31000	423	5910	69100	15.00
78044143	09/17/2019	A00285838Sammy's Detail	I0059282	607	11000	432	5632	67703	160.00
78044144	09/17/2019	A00269945Sicari, Chad M.	I0059280	081719	11000	411	5990	67300	39.00
78044145	09/17/2019	A00200393Sparkletts	I0059245	082219	11000	113	4310	67801	114.41
78044146	09/17/2019	A00200393Sparkletts	I0059246	08/22/19	11000	301	5810	64500	124.90
78044147	09/17/2019	A00200393Sparkletts	I0059264	081619	11000	223	4410	60103	249.83
78044148	09/17/2019	A00200393Sparkletts	I0059285	07.25.19	11000	205	5641	12042	73.75
78044149	09/17/2019	A00237176SSD Systems	I0059250	R-001406	31000	423	5880	69100	59.34
78044150	09/17/2019	A00200400Stinson's	I0059244	8828070-	11000	353	4318	64600	134.69
			I0059267	880620-0	11000	209	4318	04011	57.60
					11000	202	4318	60100	215.62
78044151	09/17/2019	A00311532Sway Medical	I0059295	8909	11000	352	4310	69611	650.00
78044152	09/17/2019	A00200417Sysco Food Service of Ventur	I0059258	17992721	33429	310	4410	69200	1,300.03
			I0059268	17993962	32000	422	4410	69400	4,363.71
78044152	09/17/2019	A00200417Sysco Food Service of Ventur	I0059268	17993962	32000	422	4411	69400	621.57
					32000	422	4411	69400	1,574.11
			I0059299	17992066	32000	422	4410	69400	13,007.28
					32000	422	4411	69400	2,636.81
					32000	422	4411	69400	636.24
					32000	422	5940	69400	9.97
78044153	09/17/2019	A00200423Taft City School District	I0059247	20-019	11000	432	4310	67703	555.15
					11000	432	4316	67703	20.00
					11000	432	5850	67703	25.00
					11000	432	5632	67703	256.50
					39000	314	4310	64991	33.47
					39000	314	5632	64991	69.00
			I0059262	20-007	39000	314	4310	64991	6.02
					39000	314	4316	64991	41.00
					39000	314	5850	64991	5.00
					39000	314	5632	64991	86.25
					11000	301	4310	64500	90.61
					11000	301	5632	64500	103.50
					12643	223	4310	68900	207.00
			I0059290	20-017	39000	314	4310	64991	75.15
					39000	314	5632	64991	138.00
78044154	09/17/2019	A00200432Taft Union High School	I0059234	20-002	11000	352	5641	69612	2,500.00
					11000	352	5641	69613	2,500.00
78044155	09/17/2019	A00309285The Home Depot Pro	I0059278	50777553	11000	431	4310	65300	180.18
78044156	09/17/2019	A00302722Time Warner Cable	I0059313	08217440	35819	357	5890	69700	800.00
					35814	357	5890	69700	888.82
78044157	09/17/2019	A00200282True Value Home Center	I0059263	414246	12643	223	4310	09565	30.20
			I0059291	412646	39000	314	4310	64991	1,389.37

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			I0059297	414009	12643	223	4310	09565	108.22
78044158	09/17/2019	A00200284U.S. Foods	I0059259	5709506	33429	310	4410	69200	2,610.59
			I0059272	3076297	32000	422	4410	69400	6,124.03
78044159	09/17/2019	A00200309United Refrigeration, Inc.	I0059279	69842733	11000	431	4312	65100	76.15
					11000	431	5940	65100	0.01
78044160	09/17/2019	A00202272VWR International	I0059302	80872100	11000	209	4311	19051	970.51
			I0059303	80872184	11000	209	4311	19051	175.92
78044161	09/17/2019	A00200352Waxie Sanitary Supply	I0059300	78492421	11000	431	4310	65300	762.78
78044162	09/17/2019	A00294733West Kern Adult Education Ne	I0059283	08282019	12603	125	7410	73100	69,387.00
78044163	09/17/2019	A00200355West Kern Water District	I0059304	08/09/19	39000	314	5810	64991	71.68
78044164	09/17/2019	A00200360Westec	I0059318	26762	11450	204	5641	09543	89,643.75
78044165	09/17/2019	A00247325WESTOP	I0059253	1920	12000	340	5210	64951	80.00
78044166	09/23/2019	A002000143C4A	I0059357	1920	11000	302	5210	63100	125.00
78044167	09/23/2019	A00243588AARP Health Care Options	I0059401	OCT 19	11000	412	3350	59100	18,692.36
78044168	09/23/2019	A00306660Advanced Data Storage, Inc.	I0059386	0101094	11000	411	5990	67300	85.00
78044169	09/23/2019	A00200437Anderson, Amber D.	I0059358	090419	11000	358	5510	62100	150.00
78044170	09/23/2019	A00202445AT&T Mobility	I0059398	08262019	39000	314	5840	64991	193.55
78044171	09/23/2019	A00285779AVID Center	I0059346	00047637	12653	301	5641	63900	900.00
78044172	09/23/2019	A00292250Banks Pest Control	I0059329	723186	11000	431	5860	65100	165.00
78044173	09/23/2019	A00272600Beard Family Trust	I0059414	OCT 19	12560	223	5610	09565	3,500.00
78044174	09/23/2019	A00075823Binkley, Everett L.	I0059396	OCT 19	39000	314	5610	64991	1,746.00
78044175	09/23/2019	A00200092Bio Rad	I0059347	90369791	11000	209	4311	04012	207.96
78044176	09/23/2019	A00200161CDW-G	I0059334	TRT7921	11000	209	6412	17016	138.29
					11000	209	6412	17016	81.05
					11000	209	6412	17016	25.74
					11000	209	6412	17016	53.27
78044176	09/23/2019	A00200161CDW-G	I0059334	TRT7921	11000	209	6412	17016	28.74
			I0059360	TQC5500	11000	209	4313	04013	45.61
					11000	209	4313	04013	141.28
					11000	209	4313	04013	87.55
					11000	209	4313	04013	25.15
					11000	209	4313	04013	370.02
			I0059361	TRM3006	11000	210	6412	21056	170.60
			I0059362	TRM4750	11000	209	6412	19111	2,848.12
					11000	209	6412	19111	0.01
78044177	09/23/2019	A00201685Cengage Learning	I0059402	67714221	31000	423	4110	69100	4,105.00
					31000	423	4115	69100	6,000.00
					31000	423	5940	69100	193.74
78044178	09/23/2019	A00297767Cintas Corporation	I0059333	90573744	35000	301	5505	69700	2,522.00
78044179	09/23/2019	A00200181City of Taft	I0059390	100119	11000	431	5850	65700	6,352.23
					11000	431	5850	65500	129.64
78044180	09/23/2019	A00200182City of Taft Police Departme	I0059359	0719WKCC	11000	431	5985	65300	87.00
					11000	431	5985	65100	29.00
					12601	309	5985	64992	21.75
					32000	422	5985	69400	7.25
78044181	09/23/2019	A00293008Crane, Nikki M.	I0059380	091019	11000	203	5710	61200	163.84
78044182	09/23/2019	A00265309Daikin Applied	I0059325	3235160	11000	431	5641	65100	1,070.25
78044183	09/23/2019	A00201156Decker, Mary B.	I0059381	091119	11000	203	5710	61200	163.84
78044184	09/23/2019	A00200760Devine, William M.	I0059405	010820	11000	208	5710	15013	532.60
78044185	09/23/2019	A00265229DK&M Property	I0059378	OCT 19	39000	314	5610	64991	3,388.00
78044186	09/23/2019	A00277845Double D Cleaning Service	I0059376	052	12560	223	5890	09565	180.00

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78044187	09/23/2019	A00200995Educause	I0059384	EDU-8481	11000	113	5642	67801	77.00
78044188	09/23/2019	A00200308Federal Express Corporation	I0059349	6-730-36	33428	310	5940	69200	21.66
78044189	09/23/2019	A00283264Frontier California Inc.	I0059389	57340910	11000	431	5840	65700	44.49
78044190	09/23/2019	A00283264Frontier California Inc.	I0059391	57030907	11000	431	5840	65700	139.78
78044191	09/23/2019	A00200645Hardy Diagnostics	I0059348	2175212	11000	209	4311	04012	826.39
78044192	09/23/2019	A00200655Henry Schein, Inc.	I0059339	68128401	11000	205	4311	12042	434.23
			I0059342	68108317	11000	205	5990	12042	875.98
78044193	09/23/2019	A00200680J & L Locksmithing	I0059331	015944	11000	431	4310	65100	46.64
					11000	431	5632	65100	0.01
78044194	09/23/2019	A00277752Jarrahian, Abbas	I0059374	091019	11000	209	4311	04013	60.00
78044195	09/23/2019	A00200715Kern Electric Distributors	I0059330	573587	11000	431	4310	65100	268.60
78044196	09/23/2019	A00200806Kern Gardening Service	I0059397	30066	12560	223	5633	09565	200.00
78044197	09/23/2019	A00278972League of Dreams, Inc.	I0059404	100419	39000	312	5710	64991	20.00
78044198	09/23/2019	A00282661Madding, Justin	I0059332	090919	11000	401	5990	67200	44.00
78044199	09/23/2019	A00277823MailFinance Inc.	I0059395	N7902267	11000	411	5950	67300	1,063.62
78044200	09/23/2019	A00278548Natural History Museum	I0059403	548871	11000	209	5740	04013	211.50
78044201	09/23/2019	A00200498Office Depot	I0059354	36392771	31000	423	4321	69100	72.14
					31000	423	4110	69100	162.22
			I0059369	35431999	11000	352	4310	69610	70.98
78044202	09/23/2019	A00251929Oja, Michelle E.	I0059385	090519	11000	210	4410	49999	219.72
78044203	09/23/2019	A00200508P. G. & E.	I0059394	08-02-19	39000	314	5830	64991	254.80
78044204	09/23/2019	A00201782Rodenhauer, Debora A.	I0059411	070219	11000	208	4311	10021	73.61
78044205	09/23/2019	A00202440Ron's Mobile Home Service In	I0059343	9529	11008	431	6120	69200	1,500.00
78044206	09/23/2019	A00280086Rothgeb, Julie J.	I0059388	AUG 19	11000	223	5710	60103	59.16
78044207	09/23/2019	A00202968San Joaquin Chemicals, Inc.	I0059327	128676	11000	431	5641	65100	1,175.00
78044208	09/23/2019	A00258879School Outfitters	I0059338	INV13162	12652	205	6412	12042	140.28
			I0059341	INV13161	12652	205	6412	12042	197.82
78044209	09/23/2019	A00200481Sehi Computer Products	I0059335	I0019430	12652	205	6412	12042	1,137.49
78044210	09/23/2019	A00220442Serban Sound & Communication	I0059366	11719	11000	113	4312	67801	101.75
78044211	09/23/2019	A00261588Smith, Terri L.	I0059382	091019	11000	203	5710	61200	40.00
78044212	09/23/2019	A00234793Southwest Signs	I0059352	21791	31000	423	4310	69100	316.00
78044213	09/23/2019	A00200393Sparkletts	I0059340	08-22-19	11000	205	5641	12042	26.74
78044214	09/23/2019	A00200393Sparkletts	I0059355	083019	31000	423	4321	69100	53.97
78044215	09/23/2019	A00200393Sparkletts	I0059412	08.22.19	11000	411	5641	67300	131.39
78044216	09/23/2019	A00200394Sport & Cycle	I0059367	217789	11000	209	4311	08355	500.00
					11000	352	4310	69610	1,347.39
78044217	09/23/2019	A00201787Standard Insurance Company	I0059372	SEP 19	11000	411	3410	67300	399.28
					11000	411	3420	67300	1,345.60
78044218	09/23/2019	A00200400Stinson's	I0059387	877944-0	11000	203	6411	61200	4,123.76
78044219	09/23/2019	A00211077Strata Information Group	I0059337	33649	12569	353	5510	64600	85.00
78044220	09/23/2019	A00200406Student Aid Commission	I0059350	20190906	12554	353	5990	64600	418.00
78044221	09/23/2019	A00200417Sysco Food Service of Ventur	I0059370	17993334	33429	310	4410	69200	3,208.20
78044222	09/23/2019	A00200862Taft College Bookstore	I0059400	5088	12560	223	4311	09567	1,681.45
78044223	09/23/2019	A00200430Taft Plaza, LLC	I0059407	OCT 19	31000	423	5611	69100	1,907.00
78044224	09/23/2019	A00252942TC Federal Financial Aid Cle	I0059351	091919	11000	353	7130	64600	585.00
			I0059364	09/19/19	11000	353	7130	64600	206.00
			I0059365	09-19-19	11000	353	7130	64600	243.00
			I0059410	091719	11000	353	7130	64600	159.00
78044225	09/23/2019	A00200442Thompson, Tony M.	I0059406	101119	11000	302	5710	63100	110.00
78044226	09/23/2019	A00302722Time Warner Cable	I0059375	090119	35827	357	5890	69700	1,035.09
78044227	09/23/2019	A00202382Tofte, Miranda K.	I0059383	091019	11000	203	5710	61200	40.00

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78044228	09/23/2019	A00243766Tweedy, Allisa M.	I0059344	090919	12560	223	5710	60103	64.66
78044229	09/23/2019	A00255644U.S. Bank Equipment Finance	I0059408	39479513	11000	113	5612	00000	11.90
			I0059409	39470992	11000	113	5612	00000	5,513.57
78044230	09/23/2019	A00200284U.S. Foods	I0059371	3207509	33429	310	4410	69200	2,240.94
78044231	09/23/2019	A00266450USBank	I0059363	1469694	43000	000	7120	72100	1,470,595.75
78044232	09/23/2019	A00200338Verizon Wireless	I0059326	98368598	11000	431	5840	65100	13.67
78044233	09/23/2019	A00200338Verizon Wireless	I0059336	98368569	11000	113	5840	67801	76.02
							12551	353	6415
							6415	64600	38.01
78044234	09/23/2019	A00200338Verizon Wireless	I0059373	98371375	11000	357	5840	69700	153.51
78044235	09/23/2019	A00299074Villa Express	I0059399	110119	12000	340	5730	64951	1,350.00
78044236	09/23/2019	A00271491Watkins, Sherrie D.	I0059379	OCT 19	39000	314	5610	64991	1,310.00
78044237	09/23/2019	A00200355West Kern Water District	I0059392	091319	11000	431	5810	65700	124.10
							39000	314	5810
							5810	64991	25.42
78044238	09/23/2019	A00200355West Kern Water District	I0059393	090919	11000	431	5810	65700	383.34
							39000	314	5810
							5810	64991	78.52
78044239	09/23/2019	A00200355West Kern Water District	I0059413	09/13/19	11000	431	5810	65700	24.82
							39000	314	5810
							5810	64991	5.08
78044240	09/23/2019	A00275443WestAir Gases & Equipment In	I0059345	10926789	12643	223	4311	09565	705.98
			I0059368	80264086	11000	352	5641	69610	24.64
78044241	09/23/2019	A00200360Westec	I0059356	26731	35000	301	5641	69700	350.00
78044242	09/23/2019	A00201081Westside Waste Management Co	I0059328	99100356	11000	431	5850	65100	170.38
78044243	09/23/2019	A00073955White, Brian L.	I0059377	OCT 19	39000	314	5610	64991	1,400.00
78044244	09/23/2019	A00279103Yabla, Inc.	I0059353	082219	31000	423	4110	69100	1,294.50
							31000	423	5940
							5940	69100	9.00
78044245	09/24/2019	A00304917Anderson, Kristen D.	S0047885		11000		9526		300.00
78044246	09/24/2019	A00294728Beaver, Judith S.	S0047886		11000		9526		300.00
78044247	09/24/2019	A00279475Benuzzi, Tanner J.	S0047887		11000		9526		161.18
78044248	09/24/2019	A00294389Brown, Kayleen D.	S0047888		11000		9526		300.00
78044249	09/24/2019	A00300133Brown, Taylor P.	S0047889		11000		9526		300.00
78044250	09/24/2019	A00294449Burell, James W.	S0047890		11000		9526		300.00
78044251	09/24/2019	A00295354Calbert, Chaydin M.	S0047891		11000		9526		300.00
78044252	09/24/2019	A00294452Castillo, Nicholas E.	S0047892		11000		9526		300.00
78044253	09/24/2019	A00305030Castro, Jorge	S0047893		11000		9526		300.00
78044254	09/24/2019	A00305722Espinoza, Magali	S0047894		11000		9526		300.00
78044255	09/24/2019	A00303782Gonzalez, Raven M.	S0047895		11000		9526		300.00
78044256	09/24/2019	A00290994Guzman, Cristal	S0047896		11000		9526		300.00
78044257	09/24/2019	A00300400Guzman, Manuel	S0047897		11000		9526		966.00
78044258	09/24/2019	A00304216Hanna, Nathan B.	S0047898		11000		9526		300.00
78044259	09/24/2019	A00294395Harris, Destiny M.	S0047899		11000		9526		300.00
78044260	09/24/2019	A00300083Heraldez Sotelo, Daniela	S0047900		11000		9526		300.00
78044261	09/24/2019	A00294405Hernandez Gil, Damaryz	S0047901		11000		9526		300.00
78044262	09/24/2019	A00292454Hillan, Kaleb L.	S0047902		11000		9526		300.00
78044263	09/24/2019	A00300127Iotamo, Alana J.	S0047903		11000		9526		300.00
78044264	09/24/2019	A00304618Jeffries, Jeremiah T.	S0047904		11000		9526		300.00
78044265	09/24/2019	A00311537Johnson, Cameron L.	S0047905		11000		9526		138.00
78044266	09/24/2019	A00295383Jordan, Madison J.	S0047906		11000		9526		300.00
78044267	09/24/2019	A00305450Murguia, Kyle J.	S0047907		11000		9526		300.00
78044268	09/24/2019	A00298642Murphy, Joseph	S0047908		11000		9526		1,000.00
78044269	09/24/2019	A00294447Narvaez, Aylinne A.	S0047909		11000		9526		151.47
78044270	09/24/2019	A00290426Nevarez, Mariah K.	S0047910		11000		9526		300.00
78044271	09/24/2019	A00290545Pence, Ashley D.	S0047911		11000		9526		300.00

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78044272	09/24/2019	A00299651	Rivera Garcia, Brian	S0047912		11000		9526		300.00
78044273	09/24/2019	A00294451	Rodriguez, Magali N.	S0047913		11000		9526		300.00
78044274	09/24/2019	A00290934	Rosenberger, Jadyann M.	S0047914		11000		9526		162.00
78044275	09/24/2019	A00294284	Roy, Tristan A.	S0047915		11000		9526		1,500.00
78044276	09/24/2019	A00305224	Salazar Martinez, Isabella A	S0047916		11000		9526		300.00
78044277	09/24/2019	A00288865	Sanchez, Yajaira J.	S0047917		11000		9526		300.00
78044278	09/24/2019	A00291410	Sebastian, Luis D.	S0047918		11000		9526		300.00
78044279	09/24/2019	A00290435	Strong, Cherise M.	S0047919		11000		9526		300.00
78044280	09/24/2019	A00200862	Taft College Bookstore	S0047921		11000		9526		15.00
78044281	09/24/2019	A00300110	Van Roekel, Jackson C.	S0047920		11000		9526		116.00
78044282	09/24/2019	A00312294	Vigil, Brett C.	S0047881		11000		9526		115.00
78044283	09/24/2019	A00290432	Wescott, Mckenlee A.	S0047882		11000		9526		300.00
78044284	09/24/2019	A00300954	Wongwaigoon, Suphawit	S0047883		11000		9526		300.00
78044285	09/24/2019	A00299631	Yochum, Rachael H.	S0047884		11000		9526		300.00
78044286	09/25/2019	A00293918	A&B Athletics	I0059479	4292	11000	352	4310	69610	303.10
78044287	09/25/2019	A00200017	A.P.I. Plumbing	I0059448	14101	11000	431	4312	65500	70.09
						11000	431	4310	65100	35.93
78044288	09/25/2019	A00306660	Advanced Data Storage, Inc.	I0059459	0101095	11000	207	5990	49999	69.00
78044289	09/25/2019	A00292936	Albertson's LLC	I0059457	17769109	32000	422	4410	69400	146.87
78044290	09/25/2019	A00238497	All-Tech Electronic Systems,	I0059435	1556	35827	357	5631	69700	525.00
78044291	09/25/2019	A00269058	Aramark Uniform Services	I0059453	60225479	11000	431	5870	65100	229.92
						11000	205	5870	12042	12.00
						39000	314	5870	64991	18.00
78044292	09/25/2019	A00200064	B & B Surplus	I0059455	286271	12643	223	4311	09565	653.15
78044293	09/25/2019	A00200079	Bar Charts, Inc.	I0059431	INV00104	31000	423	4310	69100	137.61
						31000	423	5940	69100	18.11
78044294	09/25/2019	A00281018	Boyette, Katie N.	S0047922		11000		9526		1,336.71
78044295	09/25/2019	A00200105	Brandco	I0059452	22015	11000	431	4320	65100	8.15
78044296	09/25/2019	A00200109	Brown & Reich Petroleum, Inc	I0059449	9296	11000	432	4316	67703	345.03
				I0059488	8963	39000	314	4316	64991	167.41
				I0059489	9297	39000	314	4316	64991	322.99
78044297	09/25/2019	A00294029	California Mobile X-Ray	I0059467	TAFTPPS1	11000	411	5990	67300	2,660.00
						11000	411	5990	67300	200.00
78044298	09/25/2019	A00200146	Carolina Biological Supply C	I0059495	50804929	11000	209	4311	04012	75.18
78044299	09/25/2019	A00200167	Central Valley Conference	I0059478	1207	11000	352	5750	69612	4,713.85
						11000	352	5750	69613	3,719.50
78044300	09/25/2019	A00200168	Central Valley Occupational	I0059465	00178230	11000	411	5985	67300	140.00
						11000	411	5985	67300	100.00
						11000	411	5985	67300	20.00
78044301	09/25/2019	A00200181	City of Taft	I0059416	10/01/19	39000	314	5850	64991	485.99
78044302	09/25/2019	A00200181	City of Taft	I0059492	10-01-19	12560	223	5850	09565	48.86
78044303	09/25/2019	A00258703	College House	I0059433	31329	31000	423	4310	69100	2,682.01
						31000	423	5940	69100	334.53
78044304	09/25/2019	A00264649	Convergint Technologies, LLC	I0059436	605SJ729	11008	431	6120	69609	6,359.05
78044305	09/25/2019	A00280761	County of Kern Public Works	I0059502	090819	11000	431	5850	65500	115.36
78044306	09/25/2019	A00312575	CUPA-HR	I0059424	2643-202	11000	411	5210	67300	1,230.00
78044307	09/25/2019	A00200225	Darling International (Fresn	I0059443	10584349	32000	422	5850	69400	50.00
78044308	09/25/2019	A00200228	Dave's Glass Shop	I0059447	0738	11000	431	4310	65100	128.70
78044309	09/25/2019	A00200238	Department of Justice	I0059466	394221	11000	411	5985	65300	96.00
						11000	202	5985	60100	32.00
						11000	431	5985	65100	32.00

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					12600	309	5985	64992	24.00
					32000	422	5985	69400	8.00
78044310	09/25/2019	A00200243Dick Blick	I0059432	1989676	31000	423	4310	69100	125.70
78044311	09/25/2019	A00201586Dodson, John	I0059497	090419	39000	314	5980	64991	46.00
78044312	09/25/2019	A00283101Dumont Printing, Inc.	I0059494	11766011	39000	314	4318	64991	78.29
78044313	09/25/2019	A00200307Farmer Bros. Company	I0059476	69421091	32000	422	4410	69400	655.28
78044314	09/25/2019	A00202335Fastenal Industrial & Constr	I0059446	CATAF444	11000	431	4310	65100	71.04
			I0059487	CATAF445	11000	431	4310	65300	1,440.45
78044315	09/25/2019	A00200308Federal Express Corporation	I0059486	6-737-30	33588	310	5950	69200	25.14
78044316	09/25/2019	A00200323Flinn Scientific, Inc.	I0059438	2389394	11000	209	4311	04014	828.58
78044317	09/25/2019	A00280401Flowers Baking Co of Henders	I0059473	20711423	32000	422	4410	69400	31.28
78044318	09/25/2019	A00272252GL Consulting Services, LLC	I0059463	4215	11000	113	5510	67801	700.00
					11000	113	5510	67801	6,475.00
78044319	09/25/2019	A00203431Grimes, Jessica R.	I0059470	091019	11000	223	4410	60103	23.38
			I0059471	082819	11000	223	4410	60103	62.30
78044320	09/25/2019	A00200655Henry Schein, Inc.	I0059491	68597335	11000	205	4311	12042	1,205.41
			I0059493	68128400	11000	205	4311	12042	813.32
78044321	09/25/2019	A00200673IBM	I0059439	2780380	11000	202	5642	60100	12,065.90
78044322	09/25/2019	A00312050Karre, Idahlynn	I0059499	091619	11000	110	5510	66003	2,700.00
78044323	09/25/2019	A00200715Kern Electric Distributors	I0059451	573816	11000	431	4310	65100	251.12
78044324	09/25/2019	A00270994Legal Books Distributing	I0059430	505081	31000	423	4110	69100	312.00
78044325	09/25/2019	A00262851Lytle, Steve	I0059419	091519	11000	209	4311	04011	8.11
			I0059420	091819	11000	209	5740	04011	24.36
78044326	09/25/2019	A00227772MBS Textbook Exchange, Inc.	I0059434	47-48354	31000	423	4115	69100	2,428.10
					31000	423	4110	69100	1,101.60
					31000	423	5940	69100	300.34
78044327	09/25/2019	A00294618McNeil and Associates, LLC	I0059444	20	11000	110	5510	66003	3,150.00
78044328	09/25/2019	A00201604Morgan, Tiffanie T.	S0047923		11000		9526		414.00
78044329	09/25/2019	A00200595NCS Pearson	I0059440	V1908000	11000	306	4310	49306	2,841.87
78044330	09/25/2019	A00200502Orange Belt Stages	I0059458	120987	11000	352	5750	69610	1,565.00
			I0059507	121000	11000	352	5750	69610	3,055.00
78044331	09/25/2019	A00200508P. G. & E.	I0059417	091619	11000	431	5830	65700	16,428.77
					39000	314	5830	64991	6,157.90
					33428	310	5830	69200	2,704.66
					33528	310	5830	69200	2,704.66
					33588	310	5830	69200	2,704.66
78044332	09/25/2019	A00200508P. G. & E.	I0059484	09/03/19	12560	223	5830	09565	538.96
78044333	09/25/2019	A00266719Parts Town, LLC	I0059450	23592719	11000	431	4312	65100	320.90
					11000	431	5940	65100	9.99
78044334	09/25/2019	A00307874PensXpress.com Inc.	I0059496	2155187	39000	312	4310	64991	110.00
78044335	09/25/2019	A00200522Pepsi-Cola Company	I0059428	68180652	31000	423	4310	69100	15.29
			I0059442	25283902	32000	422	4410	69400	1,233.13
			I0059475	82223951	32000	422	4410	69400	1,264.87
78044336	09/25/2019	A00272525Prosci, Inc.	I0059429	PSI03262	31000	423	4110	69100	246.40
78044336	09/25/2019	A00272525Prosci, Inc.	I0059429	PSI03262	31000	423	5940	69100	11.43
78044337	09/25/2019	A00285838Sammy's Detail	I0059437	622	11000	432	5632	67703	220.00
78044338	09/25/2019	A00269945Sicari, Chad M.	I0059415	081419	11000	202	5985	60100	35.00
78044339	09/25/2019	A00200487Sierra School Equipment Co.	I0059501	400852	11000	203	6411	61200	2,251.56
78044340	09/25/2019	A00255612Simon & Schuster, Inc.	I0059427	02467640	31000	423	4110	69100	527.35
78044341	09/25/2019	A00200393Sparkletts	I0059481	090519	11000	306	4310	49306	36.73
78044342	09/25/2019	A00200393Sparkletts	I0059506	091219	11000	209	4310	49999	125.92

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78044343	09/25/2019	A00200396	Spurr	I0059423	102645	11000	431	5820	65700	964.55				
								35827	357	5820	69700	146.79		
								33429	310	5820	69200	152.09		
78044344	09/25/2019	A00200400	Stinson's	I0059464	884522-0	11000	209	4318	04011	55.76				
78044345	09/25/2019	A00200423	Taft City School District	I0059454	20-026	11000	432	4312	67703	787.34				
								11000	432	4316	67703	85.00		
								11000	432	5632	67703	724.50		
78044346	09/25/2019	A00200862	Taft College Bookstore	I0059460	1805	12000	340	4310	64951	1,238.47				
78044347	09/25/2019	A00200862	Taft College Bookstore	I0059461	7453	12000	340	4310	64951	220.75				
78044348	09/25/2019	A00200862	Taft College Bookstore	I0059480	8033	11000	207	4311	49999	19.81				
78044349	09/25/2019	A00200426	Taft College Cafeteria	I0059505	091819	32000	422	4410	69400	54.95				
78044350	09/25/2019	A00200832	Taft College Foundation	I0059441	419	11000	110	5970	66003	1,500.00				
								11000	432	5632	67703	724.50		
								11000	432	5632	67703	724.50		
78044351	09/25/2019	A00200432	Taft Union High School	I0059474	091219	11000	356	5970	68100	300.00				
78044352	09/25/2019	A00252942	TC Federal Financial Aid Cle	I0059422	092319	11000	353	7130	64600	215.00				
78044353	09/25/2019	A00200282	True Value Home Center	I0059472	414268	39000	314	4310	64991	13.70				
								I0059482	415111	12643	223	4310	09565	50.66
								I0059500	415385	32000	422	4411	69400	17.14
								I0059504	415273	12643	223	4310	09565	19.05
78044354	09/25/2019	A00243766	Tweedy, Allisa M.	I0059418	082119	11000	110	5710	66003	46.40				
								I0059509	091119	12643	223	4310	60103	38.85
78044355	09/25/2019	A00200284	U.S. Foods	I0059477	3320648	32000	422	4410	69400	5,698.14				
								32000	422	4411	69400	46.09		
78044356	09/25/2019	A00210209	ULINE	I0059426	11180533	31000	423	4321	69100	52.55				
								31000	423	5940	69100	27.62		
78044357	09/25/2019	A00200293	United Parcel Service	I0059485	00009697	31000	423	5940	67705	3,051.75				
78044358	09/25/2019	A00200433	Vibul Tangpraphaphorn, M.D.	I0059468	JUL 19	11000	411	5985	67300	80.00				
78044359	09/25/2019	A00232538	Ward's Natural Science	I0059462	80874882	11000	209	4311	04011	69.13				
78044360	09/25/2019	A00200348	Ware, Thomas B.	I0059456	07/13/19	11000	202	5940	60100	23.80				
78044361	09/25/2019	A00200355	West Kern Water District	I0059503	09/09/19	33428	310	5810	69200	141.94				
78044362	09/25/2019	A00200356	West Side Recreation & Park	I0059508	82019	11000	110	5990	66003	195.00				
78044363	09/25/2019	A00275443	WestAir Gases & Equipment In	I0059425	80268922	31000	423	4321	69100	24.64				
								I0059469	80268921	11000	352	5641	69610	24.64
								I0059483	10930687	12643	223	4311	09565	58.07
78044364	09/25/2019	A00200360	Westec	I0059421	26805	11450	204	5641	09543	89,643.75				
78044365	09/25/2019	A00200378	WKCCD Custodian Revolving Ca	I0059498	091619	11000	411	5970	67300	27.00				
78044366	09/25/2019	A00308504	Wright Express FSC	I0059490	61396998	11000	432	4316	67703	1,681.07				
										=====				
										BANK TOTAL	2,403,312.77			

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		NUMBER	NAME	NUMBER	DATE				
ABAUER	09/12/2019	A00252942	TC Federal Financial Aid Cle	P0052623	09/12/2019	09/12/2019			\$1.00
	09/18/2019	A00200378	WKCCD Custodian Revolving Ca	P0052657	09/16/2019	09/16/2019			\$27.00
			A00252942	TC Federal Financial Aid Cle	P0052621	09/12/2019	09/12/2019		\$196.00
					P0052672	09/17/2019	09/17/2019		\$159.00
	09/19/2019	A00252942	TC Federal Financial Aid Cle	P0052702	09/19/2019	09/19/2019			\$585.00
					P0052703	09/19/2019	09/19/2019		\$141.00
					P0052704	09/19/2019	09/19/2019		\$2,000.00
09/24/2019	A00200400	Stinson's		P0052629	09/12/2019	09/12/2019		\$704.91	

						TOTAL USER			\$3,813.91
AOMEGA	09/06/2019	A00102251	Adriano, Christi Lynn.	P0052506	09/04/2019	09/04/2019			\$13.87
		A00200393	Sparkletts	P0052515	09/04/2019	09/04/2019			\$26.74
		A00200655	Henry Schein, Inc.	P0052516	09/04/2019	09/04/2019			\$434.23
		A00227931	Hershkowitz, Eric Randall.	P0052457	08/28/2019	08/28/2019			\$518.95
		A00258879	School Outfitters	P0052517	09/04/2019	09/04/2019			\$197.82
					P0052518	09/04/2019	09/04/2019		\$140.28
			A00300363	EMD Millipore Corp.	P0052463	08/28/2019	08/28/2019		\$356.16
	09/09/2019	A00200517	Peace Lutheran Church	P0052346	08/15/2019	08/15/2019			\$6,000.00
		A00200655	Henry Schein, Inc.	P0052497	09/03/2019	09/03/2019			\$1,205.39
	09/11/2019	A00200655	Henry Schein, Inc.	P0052572	09/09/2019	09/09/2019			\$813.32
	09/16/2019	A00200655	Henry Schein, Inc.	P0052578	09/10/2019	09/10/2019			\$409.22
	09/22/2019	A00200472	Scantron Corporation	P0052681	09/18/2019	09/18/2019			\$99.83
		A00200862	Taft College Bookstore	P0052673	09/17/2019	09/17/2019			\$232.75
		A00302543	Darby Dental Supply, LLC	P0052690	09/18/2019	09/18/2019			\$108.91
	09/30/2019	A00200393	Sparkletts	P0052790	09/30/2019	09/30/2019			\$226.58
		A00200536	Praxair Distribution, Inc.	P0052785	09/30/2019	09/30/2019			\$492.45
	A00200655	Henry Schein, Inc.	P0052533	09/05/2019	09/05/2019			\$116.77	
				P0052793	09/30/2019	09/30/2019		\$73.72	
				P0052795	09/30/2019	09/30/2019		\$3.17	
				P0052796	09/30/2019	09/30/2019		\$501.22	
				P0052798	09/30/2019	09/30/2019		\$942.94	

						TOTAL USER			\$12,914.32
DDURAN	09/04/2019	A00312275	Groveman, Susan D.	P0052475	08/29/2019	08/29/2019			\$1,000.00
		A00200394	Sport & Cycle	P0052305	08/14/2019	08/14/2019			\$1,867.39
	09/06/2019	A00200302	Eveland, Sharyn L.	P0052505	09/03/2019	09/03/2019			\$412.50
		A00200498	Office Depot	P0052529	09/05/2019	09/05/2019			\$19.13
					P0052530	09/05/2019	09/05/2019		\$58.00
					P0052535	09/05/2019	09/05/2019		\$55.71
		A00201782	Rodenhauser, Debora A.	P0052531	09/05/2019	09/05/2019			\$119.28
	A00201045	Golling, Greg P.	P0052496	08/30/2019	08/30/2019			\$379.67	
	A00200498	Office Depot	P0052545	09/06/2019	09/06/2019			\$66.33	

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		NUMBER	NAME	NUMBER	DATE				
	09/09/2019	A00200243	Dick Blick	P0052542	09/06/2019	09/06/2019			\$2,297.13
		A00200645	Hardy Diagnostics	P0052352	08/19/2019	08/19/2019			\$10,725.00
		A00200656	Jacobi, Victoria J.	P0052500	09/03/2019	09/03/2019			\$1,486.46
	09/11/2019	A00200498	Office Depot	P0052594	09/11/2019	09/11/2019			\$128.70
	09/13/2019	A00002482	May, James Patrick.	P0052598	09/11/2019	09/11/2019			\$50.00
		A00251929	Oja, Michelle Elizabeth.	P0052595	09/11/2019	09/11/2019			\$219.72
		A00262851	Lytle, Steve	P0052641	09/13/2019	09/13/2019			\$24.36
	09/17/2019	A00200302	Eveland, Sharyn L.	P0052622	09/12/2019	09/12/2019			\$2,599.15
		A00200760	Devine, William M.	P0052626	09/12/2019	09/12/2019			\$1,832.24
		A00002482	May, James Patrick.	P0052599	09/11/2019	09/11/2019			\$291.00
				P0052600	09/11/2019	09/11/2019			\$50.00
	09/18/2019	A00200498	Office Depot	P0052683	09/18/2019	09/18/2019			\$70.37
				P0052665	09/17/2019	09/17/2019			\$10.77
				P0052674	09/17/2019	09/17/2019			\$73.64
		A00200839	School Savers	P0052675	09/17/2019	09/17/2019			\$116.04
	09/20/2019	A00200243	Dick Blick	P0052693	09/19/2019	09/19/2019			\$492.36
		A00200862	Taft College Bookstore	P0052676	09/17/2019	09/17/2019			\$245.29
		A00250001	Blake, Paul Anderson.	P0052718	09/20/2019	09/20/2019			\$125.00
		A00262851	Lytle, Steve	P0052715	09/20/2019	09/20/2019			\$160.00
		A00277751	Mendoza, Tina C.	P0052716	09/20/2019	09/20/2019			\$331.58
		A00277752	Jarrahan, Abbas	P0052663	09/17/2019	09/17/2019			\$45.00
		A00278548	Natural History Museum	P0052662	09/17/2019	09/17/2019			\$211.50
		A00002482	May, James Patrick.	P0052601	09/11/2019	09/11/2019			\$380.00
				P0052602	09/11/2019	09/11/2019			\$50.00
		A00200498	Office Depot	P0052604	09/11/2019	09/11/2019			\$59.58
				P0052613	09/12/2019	09/12/2019			\$749.77
	09/23/2019	A00200502	Orange Belt Stages	P0052643	09/13/2019	09/13/2019			\$1,766.30
	09/24/2019	A00200498	Office Depot	P0052725	09/23/2019	09/23/2019			\$158.60
		A00200698	Jones, Diane M.	P0052727	09/23/2019	09/23/2019			\$46.40
		A00201773	American Association of Comm	P0052729	09/24/2019	09/24/2019			\$6,576.00
	09/26/2019	A00200146	Carolina Biological Supply C	P0052736	09/24/2019	09/24/2019			\$279.90
		A00200498	Office Depot	P0052728	09/24/2019	09/24/2019			\$90.17
				P0052737	09/24/2019	09/24/2019			\$187.28
				P0052752	09/25/2019	09/25/2019			\$21.88
		A00201782	Rodenhauser, Debora A.	P0052754	09/26/2019	09/26/2019			\$120.00
		A00203431	Grimes, Jessica R.	P0052739	09/24/2019	09/24/2019			\$150.80
		A00278548	Natural History Museum	P0052733	09/24/2019	09/24/2019			\$211.50
		A00203431	Grimes, Jessica R.	P0052740	09/24/2019	09/24/2019			\$1,355.74
	09/27/2019	A00200146	Carolina Biological Supply C	P0052776	09/27/2019	09/27/2019			\$145,385.04
		A00200498	Office Depot	P0052777	09/27/2019	09/27/2019			\$750.68
		A00307058	Minor, Leslie B.	P0052778	09/27/2019	09/27/2019			\$1,300.72
	09/30/2019	A00249981	Zahourek Systems, Inc.	P0052794	09/30/2019	09/30/2019			\$152.70

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							TOTAL USER			\$185,356.38
DHICKS	09/03/2019	A00200481	Sehi Computer Products	P0052405	08/22/2019	08/22/2019				\$1,137.49
	09/05/2019	A00248932	Abtech	P0052534	09/05/2019	09/05/2019				\$14,407.96
	09/06/2019	A00200161	CDW-G	P0052461	08/28/2019	08/28/2019				\$170.60
				P0052462	08/28/2019	08/28/2019				\$327.10
		A00200400	Stinson's	P0052550	09/06/2019	09/06/2019				\$55.76
	09/11/2019	A00200995	Educause	P0052528	09/05/2019	09/05/2019				\$77.00
		A00272252	GL Consulting Services, LLC	P0052532	09/05/2019	09/05/2019				\$7,175.00
	09/12/2019	A00248932	Abtech	P0052574	09/10/2019	09/10/2019				\$3,753.75
	09/13/2019	A00200161	CDW-G	P0052631	09/12/2019	09/12/2019				\$232.93
	09/17/2019	A00200400	Stinson's	P0052541	09/05/2019	09/05/2019				\$1,455.16
	09/18/2019	A00108728	Issue Trak, Inc	P0052636	09/13/2019	09/13/2019				\$1,725.00
		A00200161	CDW-G	P0052632	09/12/2019	09/12/2019				\$42.93
				P0052667	09/17/2019	09/17/2019				\$73.72
				P0052680	09/17/2019	09/18/2019				\$148.62
		A00200400	Stinson's	P0052679	09/17/2019	09/17/2019				\$140.07
	09/19/2019	A00200400	Stinson's	P0052701	09/19/2019	09/19/2019				\$140.07
	09/20/2019	A00200481	Sehi Computer Products	P0052576	09/10/2019	09/10/2019				\$1,483.48
	09/23/2019	A00200400	Stinson's	P0052650	09/13/2019	09/13/2019				\$136.78
	09/24/2019	A00200481	Sehi Computer Products	P0052744	09/24/2019	09/24/2019				\$1,137.49
	09/26/2019	A00200053	Apple Computer Inc.	P0052759	09/26/2019	09/26/2019				\$3,129.78
		A00200161	CDW-G	P0052761	09/26/2019	09/26/2019				\$37.74
		A00200481	Sehi Computer Products	P0052755	09/26/2019	09/26/2019				\$1,383.74
	09/27/2019	A00200400	Stinson's	P0052781	09/27/2019	09/27/2019				\$513.74
				P0052712	09/19/2019	09/19/2019				\$123.06
		A00200053	Apple Computer Inc.	P0052711	09/19/2019	09/19/2019				\$2,986.42
	09/30/2019	A00200400	Stinson's	P0052797	09/30/2019	09/30/2019				\$129.12
							TOTAL USER			\$42,124.51
DRIOS	09/10/2019	A00200508	P. G. & E.	P0052417	08/26/2019	08/26/2019				\$391.32
	09/16/2019	A00201586	Dodson, John	P0052570	09/09/2019	09/09/2019				\$46.00
		A00200354	Wells, Susan J.	P0052612	09/12/2019	09/12/2019				\$1,200.00
		A00200508	P. G. & E.	P0052571	09/09/2019	09/09/2019				\$254.80
		A00201172	Waugh, Victoria A.	P0052597	09/11/2019	09/11/2019				\$101.31
		A00283101	Dumont Printing, Inc.	P0052617	09/12/2019	09/12/2019				\$78.29
	09/18/2019	A00200161	CDW-G	P0052628	09/12/2019	09/12/2019				\$3,224.06
		A00307874	PensXpress.com Inc.	P0052627	09/12/2019	09/12/2019				\$110.00
		A00201172	Waugh, Victoria A.	P0052654	09/16/2019	09/16/2019				\$160.28
	09/24/2019	A00300405	Markovits, Aaron	P0052745	09/24/2019	09/24/2019				\$25.00
		A00000456	Uribe, Jose	P0052677	09/17/2019	09/17/2019				\$190.00
		A00200107	Bright House Networks	P0052714	09/20/2019	09/20/2019				\$70.99

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	09/25/2019	A00105896	Hill, Laura L.	P0052747	09/25/2019	09/25/2019				\$12.33
	09/30/2019	A00200356	West Side Recreation & Park	P0052791	09/30/2019	09/30/2019				\$30.00

ELEMUS	09/25/2019	A00096146	Lemus, Everardo I.	P0052751	09/25/2019	09/25/2019	TOTAL USER			\$5,894.38
										\$398.52

GDUNHAM	09/11/2019	A00200225	Darling International (Fresn	P0052584	09/10/2019	09/10/2019	TOTAL USER			\$398.52
		A00200522	Pepsi-Cola Company	P0052580	09/10/2019	09/10/2019				\$50.00
	09/13/2019	A00292936	Albertson's LLC	P0052611	09/12/2019	09/12/2019				\$1,233.13
	09/17/2019	A00200284	U.S. Foods	P0052638	09/13/2019	09/13/2019				\$146.87
		A00200307	Farmer Bros. Company	P0052639	09/13/2019	09/13/2019				\$5,744.25
		A00200522	Pepsi-Cola Company	P0052640	09/13/2019	09/13/2019				\$655.28
		A00280401	Flowers Baking Co of Henders	P0052642	09/13/2019	09/13/2019				\$1,264.87
	09/19/2019	A00200282	True Value Home Center	P0052687	09/18/2019	09/18/2019				\$31.28
		A00200426	Taft College Cafeteria	P0052682	09/18/2019	09/18/2019				\$17.14
	09/23/2019	A00200417	Sysco Food Service of Ventur	P0052722	09/19/2019	09/25/2019				\$54.95
	09/25/2019	A00280401	Flowers Baking Co of Henders	P0052735	09/24/2019	09/24/2019				\$4,874.83
		A00200417	Sysco Food Service of Ventur	P0052637	09/13/2019	09/13/2019				\$31.28

HCASH	09/25/2019	A00072599	Bledsoe, Adam Wesley.	P0052671	08/20/2019	08/20/2019	TOTAL USER			\$28,470.65
		A00200498	Office Depot	P0052664	09/17/2019	09/27/2019				\$42.98
		A00200862	Taft College Bookstore	P0052669	08/14/2019	08/14/2019				\$71.99
				P0052670	09/05/2019	09/05/2019				\$975.98
	09/26/2019	A00200862	Taft College Bookstore	P0052668	08/14/2019	08/14/2019				\$40.76
JEDMAISTON	09/04/2019	A00200618	Gardener's Supply	P0052513	09/04/2019	09/04/2019				\$2,331.88
	09/05/2019	A00200498	Office Depot	P0052510	09/04/2019	09/04/2019				\$2,458.13
		A00200655	Henry Schein, Inc.	P0052501	09/03/2019	09/03/2019				\$70.98
		A00312483	PurpleAir, LLC	P0052507	09/04/2019	09/04/2019				\$120.47
		A00275443	WestAir Gases & Equipment In	P0052511	09/04/2019	09/04/2019				\$260.60
		A00200432	Taft Union High School	P0052509	09/04/2019	09/04/2019				\$25.08
		A00308126	Spec Seats Intl. Corp.	P0052508	09/04/2019	09/04/2019				\$5,000.00
	09/11/2019	A00306660	Advanced Data Storage, Inc.	P0052579	09/10/2019	09/10/2019				\$1,112.64
	09/13/2019	A00200862	Taft College Bookstore	P0052633	09/13/2019	09/13/2019				\$69.00
	09/19/2019	A00200498	Office Depot	P0052691	09/18/2019	09/18/2019				\$19.81
		A00275443	WestAir Gases & Equipment In	P0052615	09/12/2019	09/12/2019				\$80.78
		A00293918	A&B Athletics	P0052634	09/13/2019	09/13/2019				\$24.64
	09/20/2019	A00200167	Central Valley Conference	P0052635	09/13/2019	09/13/2019				\$303.10
		A00200502	Orange Belt Stages	P0052573	09/09/2019	09/09/2019				\$8,433.35
				P0052644	09/13/2019	09/13/2019				\$1,565.00
				P0052692	09/18/2019	09/18/2019				\$3,055.00
										\$4,240.00

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		A00200862	Taft College Bookstore	P0052710	09/19/2019	09/19/2019				\$19.81
	09/27/2019	A00293882	Victory Global LLC	P0052709	09/19/2019	09/19/2019				\$374.10

							TOTAL USER			\$27,232.49
JGARRETT	09/05/2019	A00210737	Hilton San Francisco	P0052481	08/30/2019	08/30/2019				\$556.72
	09/17/2019	A00200498	Office Depot	P0052592	09/11/2019	09/11/2019				\$66.37
		A00200595	NCS Pearson	P0052593	09/11/2019	09/11/2019				\$2,841.87
	09/24/2019	A00200393	Sparkletts	P0052655	09/16/2019	09/16/2019				\$36.73

							TOTAL USER			\$3,501.69
JMADDING	09/03/2019	A00200308	Federal Express Corporation	P0052442	08/27/2019	08/27/2019				\$100.88
	09/05/2019	A00200043	American Express	P0052514	09/04/2019	09/04/2019				\$8,875.71
	09/06/2019	A00200680	J & L Locksmithing	P0052543	09/06/2019	09/06/2019				\$239.44
	09/10/2019	A00200308	Federal Express Corporation	P0052544	09/06/2019	09/06/2019				\$21.66
		A00200052	AP Architects	P0052548	09/06/2019	09/06/2019				\$10,152.50
		A00282661	Madding, Justin	P0052566	09/09/2019	09/09/2019				\$44.00
		A00308052	Treece, Richard James.	P0052527	09/05/2019	09/05/2019				\$440.74
	09/18/2019	A00266450	USBank	P0052652	09/16/2019	09/16/2019				\$1,470,595.75
	09/20/2019	A00200308	Federal Express Corporation	P0052713	09/20/2019	09/20/2019				\$25.62
		A00312622	Tableau Software, Inc.	P0052708	09/19/2019	09/19/2019				\$3,780.00
	09/23/2019	A00200308	Federal Express Corporation	P0052653	09/16/2019	09/16/2019				\$25.14
	09/25/2019	A00200862	Taft College Bookstore	P0052585	09/10/2019	09/10/2019				\$367.71
	09/26/2019	A00312691	TC State Financial Aid Clear	P0052760	09/26/2019	09/26/2019				\$303,625.00
	09/27/2019	A00200308	Federal Express Corporation	P0052780	09/27/2019	09/27/2019				\$71.51
		A00270674	Public Agency Law Group	P0052779	09/27/2019	09/27/2019				\$7,266.54

							TOTAL USER			\$1,805,632.20
JROTHGEB	09/03/2019	A00203431	Grimes, Jessica R.	P0052387	08/21/2019	08/21/2019				\$143.84
	09/06/2019	A00200498	Office Depot	P0052512	09/04/2019	09/04/2019				\$63.90
		A00200064	B & B Surplus	P0052468	08/29/2019	08/29/2019				\$653.15
		A00203431	Grimes, Jessica R.	P0052480	08/30/2019	08/30/2019				\$62.30
		A00275443	WestAir Gases & Equipment In	P0052485	08/30/2019	08/30/2019				\$783.53
		A00312392	TRT Banners, LLC	P0052478	08/29/2019	08/29/2019				\$397.37
	09/11/2019	A00203431	Grimes, Jessica R.	P0052591	09/11/2019	09/11/2019				\$23.38
		A00275443	WestAir Gases & Equipment In	P0052519	09/04/2019	09/04/2019				\$58.07
	09/13/2019	A00243766	Tweedy, Allisa Marie.	P0052625	09/12/2019	09/12/2019				\$38.85
	09/17/2019	A00200282	True Value Home Center	P0052658	09/16/2019	09/16/2019				\$19.05
		A00275443	WestAir Gases & Equipment In	P0052603	09/11/2019	09/11/2019				\$188.92
	09/18/2019	A00277845	Double D Cleaning Service	P0052499	09/03/2019	09/03/2019				\$180.00
		A00243766	Tweedy, Allisa Marie.	P0052553	09/09/2019	09/09/2019				\$64.66
		A00200282	True Value Home Center	P0052610	09/12/2019	09/12/2019				\$50.66
		A00200181	City of Taft	P0052651	09/16/2019	09/16/2019				\$54.11

Taft College Purchase Order Activity Report 1-September-2019 through 30-September-2019

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
	09/19/2019	A00200107	Bright House Networks	P0052503	09/03/2019	09/03/2019			\$3,170.00
		A00200862	Taft College Bookstore	P0052398	08/21/2019	08/21/2019			\$1,681.45
	09/23/2019	A00243766	Tweedy, Allisa Marie.	P0052726	09/23/2019	09/23/2019			\$84.15
	09/26/2019	A00275443	WestAir Gases & Equipment In	P0052719	09/23/2019	09/23/2019			\$313.76
		A00200355	West Kern Water District	P0052746	09/25/2019	09/25/2019			\$342.90
		A00275443	WestAir Gases & Equipment In	P0052520	09/04/2019	09/04/2019			\$515.68
		A00277845	Double D Cleaning Service	P0052720	09/23/2019	09/23/2019			\$265.00
		A00277845	Double D Cleaning Service	P0052721	09/23/2019	09/23/2019			\$240.00

						TOTAL USER			\$9,394.73
KEHELMS	09/05/2019	A00200498	Office Depot	P0052538	09/05/2019	09/05/2019			\$234.36
		A00200721	Kiwanis Club of Taft	P0052537	09/05/2019	09/05/2019			\$646.00
		A00201549	Harper Collins Publishers	P0052484	08/30/2019	08/30/2019			\$439.73
		A00234793	Southwest Signs	P0052540	09/05/2019	09/05/2019			\$316.00
		A00255628	Modern Language Association	P0052488	08/30/2019	08/30/2019			\$1,790.46
		A00279103	Yabla, Inc.	P0052539	09/05/2019	09/05/2019			\$1,303.50
		A00292796	Safe 1 Credit Union	P0052483	08/30/2019	08/30/2019			\$312.80
		A00292869	Colorado Nut Company, Inc.	P0052489	08/30/2019	08/30/2019			\$267.76
	09/19/2019	A00200079	Bar Charts, Inc.	P0052560	09/09/2019	09/09/2019			\$155.72
		A00200243	Dick Blick	P0052561	09/09/2019	09/09/2019			\$125.70
		A00200522	Pepsi-Cola Company	P0052557	09/09/2019	09/09/2019			\$15.29
		A00201685	Cengage Learning	P0052562	09/09/2019	09/09/2019			\$10,298.74
		A00210209	ULINE	P0052555	09/09/2019	09/09/2019			\$80.17
		A00227772	MBS Textbook Exchange, Inc.	P0052564	09/09/2019	09/09/2019			\$3,830.04
		A00255612	Simon & Schuster, Inc.	P0052556	09/09/2019	09/09/2019			\$527.35
		A00258703	College House	P0052563	09/09/2019	09/09/2019			\$3,016.54
		A00270994	Legal Books Distributing	P0052559	09/09/2019	09/09/2019			\$312.00
		A00272525	Prosci, Inc.	P0052558	09/09/2019	09/09/2019			\$257.83
		A00275443	WestAir Gases & Equipment In	P0052554	09/09/2019	09/09/2019			\$24.64
		A00200143	Carlson, Kamala A.	P0052697	09/19/2019	09/19/2019			\$3,600.00
		A00203431	Grimes, Jessica R.	P0052698	09/19/2019	09/19/2019			\$600.00
		A00255612	Simon & Schuster, Inc.	P0052696	09/19/2019	09/19/2019			\$317.47
		A00258705	El Dorado Trading Group	P0052699	09/19/2019	09/19/2019			\$1,298.95
		A00304231	Higher Education Services, I	P0052700	09/19/2019	09/19/2019			\$481.00

						TOTAL USER			\$30,252.05
KHELMS	09/25/2019	A00201051	Central Sanitary Supply	P0052724	09/23/2019	09/23/2019			\$622.52

						TOTAL USER			\$622.52
MBLANCO	09/03/2019	A00302722	Time Warner Cable	P0052466	08/29/2019	08/29/2019			\$1,038.13
				P0052467	08/29/2019	08/29/2019			\$1,693.78
	09/05/2019	A00200014	3C4A	P0052525	09/05/2019	09/05/2019			\$125.00

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
		A00200360	Westec	P0052524	09/05/2019	09/05/2019			\$350.00
	09/06/2019	A00285779	AVID Center	P0052551	09/06/2019	09/06/2019			\$900.00
	09/11/2019	A00200107	Bright House Networks	P0052569	09/09/2019	09/09/2019			\$275.99
		A00200627	Gonzalez, Lourdes	P0052536	09/05/2019	09/05/2019			\$984.54
		A00200985	Rangel-Escobedo, Juana R.	P0052568	09/09/2019	09/09/2019			\$284.25
	09/17/2019	A00200111	Bogle, Darcy S.	P0052645	09/13/2019	09/13/2019			\$88.00
		A00200432	Taft Union High School	P0052630	09/12/2019	09/12/2019			\$300.00
		A00200442	Thompson, Tony M.	P0052647	09/13/2019	09/13/2019			\$799.87
		A00201036	Russell, Harold	P0052596	09/11/2019	09/11/2019			\$736.58
		A00302532	Martinez, Windy	P0052646	09/13/2019	09/13/2019			\$196.00

						TOTAL USER			\$7,772.14
MSANCHEZ	09/27/2019	A00200862	Taft College Bookstore	P0052753	09/25/2019	09/30/2019			\$220.75

						TOTAL USER			\$220.75
MTOFTE	09/06/2019	A00200498	Office Depot	P0052482	08/30/2019	08/30/2019			\$130.46
	09/17/2019	A00200400	Stinson's	P0052234	08/06/2019	08/06/2019			\$4,123.76

						TOTAL USER			\$4,254.22
MWHITE	09/03/2019	A00264649	Convergint Technologies, LLC	P0052477	08/29/2019	08/29/2019			\$1,649.89
	09/05/2019	A00238497	All-Tech Electronic Systems,	P0052523	09/05/2019	09/05/2019			\$525.00
	09/10/2019	A00200017	A.P.I. Plumbing	P0052522	09/04/2019	09/04/2019			\$106.02
		A00200228	Dave's Glass Shop	P0052469	08/29/2019	08/29/2019			\$128.70
		A00202335	Fastenal Industrial & Constr	P0052521	09/04/2019	09/04/2019			\$800.00
		A00266719	Parts Town, LLC	P0052439	08/27/2019	08/27/2019			\$330.89
		A00200423	Taft City School District	P0052526	09/05/2019	09/05/2019			\$1,596.84
	09/17/2019	A00200282	True Value Home Center	P0052587	09/10/2019	09/10/2019			\$1,086.70
		A00200423	Taft City School District	P0052586	09/10/2019	09/10/2019			\$1,357.60
		A00200309	United Refrigeration, Inc.	P0052590	09/10/2019	09/10/2019			\$2,145.00
		A00308756	Montgomery Hardware Co.	P0052659	09/16/2019	09/16/2019			\$750.00
				P0052660	09/16/2019	09/16/2019			\$1,075.13
				P0052661	09/16/2019	09/16/2019			\$107.87
	09/20/2019	A00200235	Cutrona, Myisha J.	P0052688	09/18/2019	09/18/2019			\$400.00
		A00200423	Taft City School District	P0052686	09/18/2019	09/18/2019			\$1,172.30
		A00312623	ACS Mechanical	P0052705	09/19/2019	09/19/2019			\$1,040.50
	09/24/2019	A00200309	United Refrigeration, Inc.	P0052732	09/24/2019	09/24/2019			\$1,300.18
		A00201122	Home Depot Credit Services	P0052723	09/23/2019	09/23/2019			\$30.37
		A00203579	Alcorn Aire, Inc.	P0052717	09/20/2019	09/20/2019			\$331.25
	09/30/2019	A00200352	Waxie Sanitary Supply	P0052787	09/30/2019	09/30/2019			\$476.84
		A00200417	Sysco Food Service of Ventur	P0052788	09/30/2019	09/30/2019			\$1,181.03

Taft College Purchase Order Activity Report 1-September-2019 through 30-September-2019

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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
		A00200423	Taft City School District	P0052792	09/30/2019	09/30/2019				\$656.25
		A00201051	Central Sanitary Supply	P0052786	09/30/2019	09/30/2019				\$7,400.25
		A00203460	Ernest Packaging Solutions	P0052789	09/30/2019	09/30/2019				\$3,290.86

							TOTAL USER			\$28,939.47
NFIGUEROA	09/06/2019	A00200419	T.C. Clearing Account	P0052547	09/06/2019	09/06/2019				\$187.00
	09/13/2019	A00200712	Kern County Supt. of Schools	P0052619	09/12/2019	09/12/2019				\$322.82
	09/17/2019	A00200360	Westec	P0052606	09/11/2019	09/11/2019				\$35.00

							TOTAL USER			\$544.82
RWELBORN	09/04/2019	A00200419	T.C. Clearing Account	P0052502	09/03/2019	09/03/2019				\$10,487.00
	09/10/2019	A00303443	CampusLogic, Inc.	P0052504	09/03/2019	09/03/2019				\$27,000.00
	09/12/2019	A00211077	Strata Information Group	P0052552	09/09/2019	09/09/2019				\$85.00
	09/18/2019	A00200498	Office Depot	P0052649	09/13/2019	09/13/2019				\$151.91
	09/19/2019	A00200406	Student Aid Commission	P0052695	09/19/2019	09/19/2019				\$418.00
		A00200498	Office Depot	P0052678	09/17/2019	09/17/2019				\$223.03

							TOTAL USER			\$38,364.94
SCRISS	09/11/2019	A00200832	Taft College Foundation	P0052589	09/10/2019	09/10/2019				\$1,500.00
		A00294618	McNeil and Associates, LLC	P0052577	09/10/2019	09/10/2019				\$40,800.00
	09/12/2019	A00200832	Taft College Foundation	P0052605	09/11/2019	09/11/2019				\$500.00
	09/18/2019	A00200356	West Side Recreation & Park	P0052666	09/17/2019	09/17/2019				\$195.00
	09/23/2019	A00243766	Tweedy, Allisa Marie.	P0052706	09/19/2019	09/19/2019				\$46.40

							TOTAL USER			\$43,041.40
SENTRIKIN	09/03/2019	A00247325	WESTOP	P0052490	08/30/2019	08/30/2019				\$80.00
	09/06/2019	A00201143	Brown, Elizabeth J.	P0052546	09/06/2019	09/06/2019				\$325.00
	09/09/2019	A00255627	Compansol	P0052498	09/03/2019	09/03/2019				\$1,590.00
	09/10/2019	A00201143	Brown, Elizabeth J.	P0052582	09/10/2019	09/10/2019				\$600.00
	09/19/2019	A00200862	Taft College Bookstore	P0052608	09/11/2019	09/11/2019				\$220.75
		A00299074	Villa Express	P0052609	09/11/2019	09/11/2019				\$1,238.47
		A00299074	Villa Express	P0052567	09/09/2019	09/09/2019				\$1,350.00
	09/27/2019	A00201143	Brown, Elizabeth J.	P0052748	09/25/2019	09/25/2019				\$766.00
		A00247325	WESTOP	P0052742	09/24/2019	09/24/2019				\$650.00

							TOTAL USER			\$6,820.22
SREYES	09/18/2019	A00200498	Office Depot	P0052685	09/18/2019	09/18/2019				\$96.48

							TOTAL USER			\$96.48
TROWDEN	09/03/2019	A00200707	Keenan & Associates	P0052479	08/29/2019	08/29/2019				\$20,000.00
	09/10/2019	A00269945	Sicari, Chad Michael.	P0052448	08/27/2019	08/27/2019				\$39.00
	09/13/2019	A00200182	City of Taft Police Departme	P0052588	09/10/2019	09/10/2019				\$145.00

Taft College Purchase Order Activity Report 1-September-2019 through 30-September-2019

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
	09/18/2019	A00312575	CUPA-HR	P0052575	09/10/2019	09/10/2019			\$1,230.00
		A00200168	Central Valley Occupational	P0052624	09/12/2019	09/12/2019			\$260.00
		A00200433	Vibul Tangpraphaphorn, M.D.	P0052620	09/12/2019	09/12/2019			\$80.00
		A00294029	California Mobile X-Ray	P0052616	09/12/2019	09/12/2019			\$2,860.00
		A00269945	Sicari, Chad Michael.	P0052614	09/12/2019	09/12/2019			\$35.00
		A00266398	Belden, Rachel Claire.	P0052656	09/16/2019	09/16/2019			\$20.00
	09/19/2019	A00200238	Department of Justice	P0052618	09/12/2019	09/12/2019			\$192.00

						TOTAL USER			\$24,861.00
WBELCHER	09/06/2019	A00200655	Henry Schein, Inc.	P0052549	07/01/2019	07/01/2019			\$12,863.57

						TOTAL USER			\$12,863.57

**West Kern Community College District
Board of Trustees Meeting
October 9, 2019**

Agenda Item 12.

A. Academic Employment

1. 2019-20 Club Advisor Stipends

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Getty, Shelley	InterVarsity	--	\$1,741.33	8/26/19 - 5/22/20
b.	Golling, Leigh	TC Performing Arts	--	\$1,741.33	8/26/19 - 5/22/20
c.	Jiles, Michael	National Society of Leadership and Success (NSLS)	--	\$1,741.33	8/26/19 - 5/22/20
d.	May, James	STEM	--	\$1,741.33	8/26/19 - 5/22/20
e.	McDaniel, Steven	Literary	--	\$1,741.33	8/26/19 - 5/22/20
f.	Mendoza, Tina	Veterans	--	\$1,741.33	8/26/19 - 5/22/20
g.	Oja, Michelle	SPECTRUM	--	\$1,741.33	8/26/19 - 5/22/20
h.	Reynolds, David	Role-Playing Game	--	\$1,741.33	8/26/19 - 5/22/20

2. 2019 Athletic Assignments

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Brixey, Gabrielle	Head Women's Softball Coach	--	\$2,892.81	1/1/20 - 5/31/20

3. 2019 Fall Extra Duty Assignment

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Terry Davis	Faculty Champion for Energy Technology	--	\$70.63*	9/1/19 - 6/30/20

*-Up to 20 hours per month for 9 months

West Kern Community College District
 Board of Trustees Meeting
 October 9, 2019

Agenda Item 12.

B. Classified Employment

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
1. Administrative Services							
a.	Bandy, Ingrun	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Brixey, Gabrielle	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Buchanan, Joseph	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Flowers, Carly	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Maiocco, Vince	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Milner, Travis	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Pezer, Don	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Powell, Cindi	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Thompson, Tony	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
↓	Uribe, Kaylee	Driver	Temporary	10F	\$20.04	A/N	7/1/19 - 6/30/20
b.	Romero, Victor	Bookstore Clerk	Temporary	1A	\$12.57	A/N	9/1/19 - 6/30/20
1. Superintendent/President							
a.	De Campos, Elvira	Associate Teacher	47.5%	5A	\$13.88	19	8/26/19 - 6/30/20
↓	De Estrada, Rosalinda	Associate Teacher	47.5%	5A	\$13.88	19	8/26/19 - 6/30/20
b.	Salomon De Galvan, Genoveva	Assistant Teacher	47.5%	1A	\$12.57	19	8/26/19 - 6/30/20

C. Confidential Management Employment

Item	Name	Position	Grade/ Step	Salary	Effective Date
1. Superintendent/President					
a.	Maui, Liesl	Development Associate	4/1	\$45,800	9/16/19 - 6/30/20

C. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Lopez, Paula	Children's Center Associate Teacher	--	--	--	--	10/4/19

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2019-2020
 FOR THE MONTH ENDING SEPTEMBER 30, 2019**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	20,536,300	20,536,300	5,049,866	0	14,362,829
8800	Local Revenues	8,044,411	8,090,667	1,093,996	0	6,687,140
Summary		28,580,711	28,626,967	6,143,862	0	21,049,969

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2019-20
 For the Month Ending September 30, 2019**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	9,789,915	9,539,299	1,741,134	0	7,798,165
2000	Classified & Other Nonacademic Sala	5,637,172	5,881,828	1,284,585	0	4,597,243
3000	Employee Benefits	7,513,782	7,513,705	1,642,680	403,547	5,467,478
4000	Supplies and Materials	487,096	489,882	61,703	113,138	315,041
5000	Other Operating Expenses & Services	4,416,483	4,459,522	978,879	1,549,318	1,931,325
6000	Capital Outlay	209,208	215,676	85,209	10,116	120,351
7000	Other Outgo	128,055	128,055	89,576	1,336	37,143
7200	Transfers	399,000	399,000	224,250	85,551	89,199
Summary		28,580,711	28,626,967	6,108,015	2,163,005	20,355,946

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of September 2019**

Check Number	Check Date	Vendor Name	Description	Net Amount
78043861	09/04/2019	CWDL, CPAs	2019-20 Contract Audit Services	27,760.50
78043880	09/04/2019	Pearson Education	Textbooks Less CM	33,680.89
78043891	09/04/2019	T.C. Clearing Account	R2T4 for Spring 2019	10,431.00
78044038	09/10/2019	Henry Schein, Inc.	X-ray Units x3	12,863.57
78044049	09/10/2019	Mike's Fencing, Inc.	Privacy Fence/Child Care Facility	23,840.00
78044058	09/10/2019	T.C. Clearing Account	Summer 2019 - R2T4	10,487.00
78044074	09/11/2019	Marlyn Barbosa	REFUND - Standard	10,000.00
78044099	09/17/2019	AP Architects	AP Architects - Student Center - July-August 2019	10,152.50
78044108	09/17/2019	CampusLogic, Inc.	Student Forms 2 of 3	27,000.00
78044130	09/17/2019	John Karwoski	John Karwoski Inspection Services	10,920.00
78044138	09/17/2019	P. G. & E.	PG&E - District - 19-20 Open PO	29,341.09
78044152	09/17/2019	Sysco Food Service of Ventura	Food 179920662, 179927211, 179927210, 179933342	16,290.30
78044162	09/17/2019	West Kern Adult Education Network JPA	2019-20 Adult Education Block Grant - Passthrough	69,387.00
78044164	09/17/2019	Westec	WESTEC - 19-20 Open PO for 300 FTES	89,643.75
78044167	09/23/2019	AARP Health Care Options	19-20 Retiree Supp RX Plan	18,692.36
78044177	09/23/2019	Cengage Learning	Textbooks	10,298.74
78044231	09/23/2019	USBank	US Bank - November COP Payment	1,470,595.75
78044321	09/25/2019	IBM	IBM SPSS Licenses for STATS	12,065.90
78044331	09/25/2019	P. G. & E.	PG&E - District - 19-20 Open PO	30,700.65
78044364	09/25/2019	Westec	WESTEC - 19-20 Open PO for 300 FTES	89,643.75
				2,013,794.75

ASO 2019/20
Balance Sheet
As of September 30, 2019

September 30, 2019

ASSETS

Current Assets

Checking/Savings

ASB Safe 1 196,992.67

ASB Safe 1 - Savings 143.58

Total Checking/Savings 197,136.25

Total Current Assets 197,136.25

TOTAL ASSETS 197,136.25

LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above 1,692.00

Art Club 834.00

ASO Athletics 41,426.46

ASO General - Operating 79,550.54

ASSE 385.43

Baseball Club 530.46

Best Buddies 3,692.20

Cougar Echo 773.50

D.H. GENERAL

D.H. CLASS OF 2021 500.00

D.H. CLASS OF 2020 8,169.17

D.H. GENERAL - Other 2,936.49

Total D.H. GENERAL 11,605.66

ECE 3,571.79

Golf Club - Mens 1,365.00

Golf Club - Womens 1,121.25

Intersarsity Club 1,859.26

Literary Club 1,831.53

NSLS Club 3,905.15

On Our Own 1,143.12

Performing Arts 3,452.62

Phi Theta Kappa 700.00

Roleplaying Game Club 733.45

Soccer Club - Mens 1,884.73

Soccer Club - Womens 758.51

Social Science/ Research 3,291.26

Softball Fund 1,935.52

Spectrum 1,467.03

STEM 3,974.59

TC Cares 609.00

ASO 2019/20
Balance Sheet
As of September 30, 2019

September 30, 2019

TIL Reunion	1,461.73
Uniform Replacement	16,902.08
Veterans Club	789.91
Women's Athletic Club	3,807.35
Women's Basketball Club	81.12
Total Restricted Funds	197,136.25
Total Equity	197,136.25
TOTAL LIABILITIES & EQUITY	197,136.25

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 05, 2019 01:55:57PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 506659

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 **\$16,176.65**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$16,176.65	\$16,176.65

TOTAL DEPOSIT: **\$16,176.65**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$16,176.65 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200033

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: 09/05/2019 To 09/05/2019
Transaction Number from: 200033 To 200033
Date entered from: 00/00/0000 To 99/99/9999

J28918 DC0100 L.00.01 09/05/19 PAG1

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200033	09/05/2019	09/05/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	16,176.65
				TOTAL AMOUNT	16,176.65
				DISTRICT TOTAL	16,176.65
				GRAND TOTAL	16,176.65

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 05, 2019 01:56:50PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 506660

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 **\$37,858.60**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$37,858.60	\$37,858.60

TOTAL DEPOSIT: **\$37,858.60**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$37,858.60 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200034

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

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

178 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 09/05/2019 To 09/05/2019
Transaction Number from: 200034 To 200034
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS						
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200034	09/05/2019	09/05/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	
1.	78	STUDENT RECEIPTS		11000-000-9161-00000		37,858.60
					TOTAL AMOUNT	37,858.60 *
					DISTRICT TOTAL	37,858.60 *
					GRAND TOTAL	37,858.60 *

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 05, 2019 02:00:10PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 506661

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 \$46,855.54

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$44,117.14	\$44,117.14
CAFETERIA	84699	0886	5490	\$2,738.40	\$2,738.40

TOTAL DEPOSIT: \$46,855.54

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$46,855.54 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200035

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: 09/05/2019 To 09/05/2019
Transaction Number from: 200035 To 200035
Date entered from: 00/00/0000 To 99/99/9999

J28920 DC0100 L.00.01 09/05/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200035	09/05/2019	09/05/2019	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	406.00
2.	78	REIMBURSEMENT		11000-000-8892-00000	186.84
3.	78	RESTROOM DISPENSERS		11000-000-8876-00000	6.25
4.	78	OPEB		11000-000-9551-00000	43,000.00
5.	78	TRANSCRIPT FEES		11000-000-8879-00000	518.05
6.	78	CAFETERIA SALES		32000-422-8841-69400	2,738.40
				TOTAL AMOUNT	46,855.54
				DISTRICT TOTAL	46,855.54
				GRAND TOTAL	46,855.54

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 12, 2019 11:00:18AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 507131

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 **\$4,261.10**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$4,261.10	\$4,261.10

TOTAL DEPOSIT: **\$4,261.10**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$4,261.10 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200036

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: 09/12/2019 To 09/12/2019
Transaction Number from: 200036 To 200036
Date entered from: 00/00/0000 To 99/99/9999

J33587 DC0100 L.00.01 09/12/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200036	09/12/2019	09/12/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	4,261.10
				TOTAL AMOUNT	4,261.10
				DISTRICT TOTAL	4,261.10
				GRAND TOTAL	4,261.10

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

USER NAME
Mindy Jewell
 SUBMIT DATE
Sep 12, 2019 11:01:35AM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 DEPT NO. 0886
 EROD NO.
507132

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 \$26,817.46

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$26,817.46	\$26,817.46

TOTAL DEPOSIT: \$26,817.46

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$26,817.46 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200037

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: 09/12/2019 To 09/12/2019
Transaction Number from: 200037 To 200037
Date entered from: 00/00/0000 To 99/99/9999

J33589 DC0100 L.00.01 09/12/19 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200037	09/12/2019	09/12/2019	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	26,817.46
				TOTAL AMOUNT	26,817.46
				DISTRICT TOTAL	26,817.46
				GRAND TOTAL	26,817.46

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 12, 2019 11:03:10AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 507134

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 **\$90,467.43**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$890.39	\$890.39
RESTRICTED FUND	84097	0886	5490	\$78,931.03	\$78,931.03
CHILD DEVELOPMENT	84496	0886	5490	\$8,819.81	\$8,819.81
CAFETERIA	84699	0886	5490	\$1,826.20	\$1,826.20

TOTAL DEPOSIT: **\$90,467.43**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$90,467.43 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200038

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: 09/12/2019 To 09/12/2019
 Transaction Number from: 200038 To 200038
 Date entered from: 00/00/0000 To 99/99/9999

J33590 DC0100 L.00.01 09/12/19 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200038	09/12/2019	09/12/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS	11000-412-8876-67300		432.80
2.	78	REIMBURSEMENT	11000-401-4120-67200		122.00
3.	78	REIMBURSEMENT	11008-209-5710-04010		335.00
4.	78	COTOP OFFSET ADJUSTMENT	11000-000-9161-00000		0.59
5.	78	DHS ADMIN	12602-309-8839-64992		5,820.15
6.	78	DH CLINIC REVENUE	12650-205-8892-12042		480.00
7.	78	FEDERAL WORK STUDY	12401-353-8153-64600		1,682.25
8.	78	FWS ADMIN ALLOWANCE	12401-353-8151-64600		83.75
9.	78	REIMBURSEMENT	12642-223-8647-60103		70,864.88
10.	78	CAFETERIA SALES	32000-422-8841-69400		1,826.20
11.	78	CC CHILD CARE FOOD	33429-310-8621-69200		8,074.81
12.	78	CC GENERAL	33428-310-8621-69200		735.00
13.	78	CC MIGRANT ED GRANT	33588-310-8621-69200		10.00
				TOTAL AMOUNT	90,467.43
				DISTRICT TOTAL	90,467.43
				GRAND TOTAL	90,467.43

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 17, 2019 02:34:48PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 507550

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 **\$105,000.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
COP FUND 43	84701	0886	5490	\$105,000.00	\$105,000.00

TOTAL DEPOSIT: **\$105,000.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$105,000.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200039

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

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

178 WEST KERN COMM. COLLEGE
KCCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 09/17/2019 To 09/17/2019
Transaction Number from: 200039 To 200039
Date entered from: 00/00/0000 To 99/99/9999

J36846 DC0100 L.00.01 09/17/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS						
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200039	09/17/2019	09/17/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	105,000.00
1.	78	FACILITIES FUND		43000-000-8989-00000		105,000.00
					TOTAL AMOUNT	105,000.00
					DISTRICT TOTAL	105,000.00
					GRAND TOTAL	105,000.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 19, 2019 10:43:11AM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 507700

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 **\$8,636.72**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$8,636.72	\$8,636.72

TOTAL DEPOSIT: **\$8,636.72**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$8,636.72 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200040

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: 09/19/2019 To 09/19/2019
Transaction Number from: 200040 To 200040
Date entered from: 00/00/0000 To 99/99/9999

J38430 DC0100 L.00.01 09/19/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200040	09/19/2019	09/19/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	8,636.72
				TOTAL AMOUNT	8,636.72
				DISTRICT TOTAL	8,636.72
				GRAND TOTAL	8,636.72

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 19, 2019 10:44:31AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 507701

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 **\$19,564.02**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$19,564.02	\$19,564.02

TOTAL DEPOSIT: **\$19,564.02**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$19,564.02 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #200041

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

J38431 DC0100 L.00.01 09/19/19 PAC

Date last used from: 09/19/2019 To 09/19/2019
Transaction Number from: 200041 To 200041
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
200041	09/19/2019	09/19/2019	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	19,564.02
				TOTAL AMOUNT	19,564.02
				DISTRICT TOTAL	19,564.02
				GRAND TOTAL	19,564.02

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

USER NAME
Mindy Jewell
 SUBMIT DATE
Sep 19, 2019 10:46:15AM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 DEPT NO.
0886
 EROD NO.
507703

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 **\$196,128.40**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$6,558.61	\$6,558.61
RESTRICTED FUND	84097	0886	5490	\$186,847.56	\$186,847.56
RESTRICTED FUND 41	84597	0886	5490	\$1,047.50	\$1,047.50
CAFETERIA	84699	0886	5490	\$1,674.73	\$1,674.73

TOTAL DEPOSIT: **\$196,128.40**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$196,128.40 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #200042

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: 09/19/2019 To 09/19/2019
 Transaction Number from: 200042 To 200042
 Date entered from: 00/00/0000 To 99/99/9999

J38432 DC0100 L.00.01 09/19/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200042	09/19/2019	09/19/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	TESTING		11000-306-8889-49306	6,135.00
2.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	336.00
3.	78	METLIFE		11000-000-8861-00000	87.12
4.	78	COTOP OFFSET ADJUSTMENT		11000-000-9161-00000	0.49
5.	78	FEDERAL WORK STUDY		12401-353-8153-64600	2,137.72
6.	78	FWS ADMIN ALLOWANCE		12401-353-8151-64600	106.28
7.	78	LIBRARY PROGRAMS		12201-203-8892-61200	867.50
8.	78	PELL		12000-353-8154-64600	177,676.69
9.	78	FOUNDATION SALARY		12000-114-8892-70999	6,024.37
10.	78	REIMBURSEMENT		12450-204-8892-70990	35.00
11.	78	CAFETERIA SALES		32000-422-8841-69400	1,674.73
12.	78	AUCTION PROCEEDS		41000-000-8913-00000	1,047.50
TOTAL AMOUNT					196,128.40
DISTRICT TOTAL					196,128.40
GRAND TOTAL					196,128.40

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 19, 2019 02:56:16PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 507746

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 **\$105,000.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
COP FUND 43	84701	0886	5490	\$105,000.00	\$105,000.00

TOTAL DEPOSIT: **\$105,000.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$105,000.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200043

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: 09/19/2019 To 09/19/2019
Transaction Number from: 200043 To 200043
Date entered from: 00/00/0000 To 99/99/9999

J38807 DC0100 L.00.01 09/19/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200043	09/19/2019	09/19/2019	WKCCD DEPOSIT		
1.	78	FACILITIES FUND		43000-000-8989-00000	
				ENTERED BY: MDJB UNAPPROVED	105,000.00
				TOTAL AMOUNT	105,000.00
				DISTRICT TOTAL	105,000.00
				GRAND TOTAL	105,000.00

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

USER NAME
Mindy Jewell
SUBMIT DATE
Sep 26, 2019 01:44:04PM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
DEPT NO.
0886
EROD NO.
508265

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$3,032,626.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
SEPTEMBER SCHOOL APPORTIONMENT	84096	0886	5490	\$3,032,626.00	\$3,032,626.00

TOTAL DEPOSIT: **\$3,032,626.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$3,032,626.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200044

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: 09/26/2019 To 09/26/2019
Transaction Number from: 200044 To 200044
Date entered from: 00/00/0000 To 99/99/9999

J42596 DC0100 L.00.01 09/26/19 PAG

				APPROVED AND UNAPPROVED TRANSACTIONS		
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200044	09/26/2019	09/26/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	3,032,626.00
1.	78	SEPTEMBER SCHOOL APPORTIONMENT		11000-000-8619-00000		3,032,626.00
					TOTAL AMOUNT	3,032,626.00
					DISTRICT TOTAL	3,032,626.00
					GRAND TOTAL	3,032,626.00

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

USER NAME
Mindy Jewell
SUBMIT DATE
Sep 26, 2019 01:45:24PM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
DEPT NO.
0886
EROD NO.
508266

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 **\$710,207.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
EPA APPORTIONMENT	84096	0886	5490	\$710,207.00	\$710,207.00

TOTAL DEPOSIT: **\$710,207.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$710,207.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200045

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: 09/26/2019 To 09/26/2019
Transaction Number from: 200045 To 200045
Date entered from: 00/00/0000 To 99/99/9999

J42597 DC0100 L.00.01 09/26/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200045	09/26/2019	09/26/2019	WKCCD DEPOSIT		
1.	78	EPA APPORTIONMENT		11000-000-8616-00000	
				ENTERED BY: MDJB UNAPPROVED	710,207.00
				TOTAL AMOUNT	710,207.00
				DISTRICT TOTAL	710,207.00
				GRAND TOTAL	710,207.00

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

USER NAME
Mindy Jewell
SUBMIT DATE
Sep 26, 2019 01:46:29PM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
508267

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$1,457.30

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$1,457.30	\$1,457.30

TOTAL DEPOSIT: \$1,457.30

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,457.30 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200046

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

J42598 DC0100 L.00.01 09/26/19 PAC

Date last used from: 09/26/2019 To 09/26/2019
Transaction Number from: 200046 To 200046
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
200046	09/26/2019	09/26/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	1,457.30
				TOTAL AMOUNT	1,457.30
				DISTRICT TOTAL	1,457.30
				GRAND TOTAL	1,457.30

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 26, 2019 01:47:33PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 508268

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 **\$13,116.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$13,116.00	\$13,116.00

TOTAL DEPOSIT: **\$13,116.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$13,116.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200047

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: 09/26/2019 To 09/26/2019
Transaction Number from: 200047 To 200047
Date entered from: 00/00/0000 To 99/99/9999

J42599 DC0100 L.00.01 09/26/19 PA

APPROVED AND UNAPPROVED TRANSACTIONS						
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200047	09/26/2019	09/26/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	13,116.00
1.	78	STUDENT RECEIPTS		11000-000-9161-00000		13,116.00
					TOTAL AMOUNT	13,116.00
					DISTRICT TOTAL	13,116.00
					GRAND TOTAL	13,116.00

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

USER NAME
Mindy Jewell
 SUBMIT DATE
Sep 26, 2019 01:49:54PM
 PROCESS DATE
NOT PROCESSED AT
THIS TIME
 EROD NO.
508269

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 **\$158,021.87**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$84.20	\$84.20
RESTRICTED FUND	84097	0886	5490	\$1,257.00	\$1,257.00
CHILD DEVELOPMENT	84496	0886	5490	\$400.00	\$400.00
RESTRICTED FUND 41	84597	0886	5490	\$130.00	\$130.00
BOOKSTORE	84698	0886	5490	\$150,289.32	\$150,289.32
CAFETERIA	84699	0886	5490	\$5,861.35	\$5,861.35

TOTAL DEPOSIT: **\$158,021.87**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$158,021.87 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #200048

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

J42600 DC0100 L.00.01 09/26/19 PAC

Date last used from: 09/26/2019 To 09/26/2019
 Transaction Number from: 200048 To 200048
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200048	09/26/2019	09/26/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS	11000-412-8876-67300		84.20
2.	78	LIBRARY PROGRAMS	12201-203-8892-61200		482.00
3.	78	PELL	12000-353-8154-64600		775.00
4.	78	BOOKSTORE SALES	31000-423-8841-69100		150,289.32
5.	78	CAFETERIA SALES	32000-422-8841-69400		5,861.35
6.	78	CC GENERAL	33428-310-8621-69200		400.00
7.	78	AUCTION PROCEEDS	41000-000-8913-00000		130.00
TOTAL AMOUNT					158,021.87
DISTRICT TOTAL					158,021.87
GRAND TOTAL					158,021.87

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 30, 2019 11:54:22AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 508465

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 **\$157,861.42**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
LOTTERY APPORTIONMENT	84096	0886	5490	\$76,229.54	\$76,229.54
LOTTERY APPORTIONMENT	84097	0886	5490	\$81,631.88	\$81,631.88

TOTAL DEPOSIT: **\$157,861.42**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$157,861.42 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200049

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: 09/30/2019 To 09/30/2019
 Transaction Number from: 200049 To 200049
 Date entered from: 00/00/0000 To 99/99/9999

J44112 DC0100 L.00.01 09/30/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200049	09/30/2019	09/30/2019	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	LOTTERY APPORTIONMENT		11477-000-8681-00000	76,229.54
2.	78	LOTTERY APPORTIONMENT		12477-000-8681-00000	81,631.88
				TOTAL AMOUNT	157,861.42
				DISTRICT TOTAL	157,861.42
				GRAND TOTAL	157,861.42