

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING

October 14, 2020

Cougar Room
(Access Through the Library Entrance)

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

Join Meeting at the Following Web Address:

Join Zoom Meeting

<https://cccconfer.zoom.us/j/91801710322> (Open Session Will Begin at 6 p.m.)

5:00 p.m.

29 Cougar Court
Taft, California 93268

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

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

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

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

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

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

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

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION
 - A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel – Potential Litigation, Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION
5. FLAG SALUTE
6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
7. GENERAL COMMUNICATIONS
8. DISCUSSION – Board Of Trustees Self-Evaluation
9. PRESENTATION – Annual Human Resources Recruiting Report
10. APPROVAL OF MINUTES – Regular Meeting Held September 9, 2020 and Special Meeting Held September 12, 2020
11. NEW BUSINESS:
 - A. Request for Approval – 2020/21 West Kern Community College District Budget
 - B. Second Presentation and Request for Approval – Proposed Salary Schedule Alignment of 2.32% Salary Schedule Alignment to the 2020-21 Faculty Salary Schedules, Appendix B-1, B-2 and B-3; Retroactive to 7/1/20
 - C. Second Presentation and Request for Approval – Proposed Salary Schedule Alignment of 2.32% to the 2020-21 Classified Salary Schedules, Appendix A; Retroactive to 7/1/20

- D. Request for Approval – Proposed Salary Schedule Alignment of 2.32% to the Administrative and Confidential 2020-21 Salary Schedules; Retroactive to 7/1/20
- E. Request for Approval – Resolution 2020/21-04 – Establish a Student Rep Fee Trust Fund
- F. Request for Approval – Resolution 2020/21-05 – Authorizing and Approving the Borrowing of Funds for Fiscal Year 2020-21; The Issuance and Sale of a 2020-21 Tax and Revenue Anticipation Note Therefore and Participation in the Community College League of California Tax and Revenue Anticipation Notes Program
- G. Request for Approval – Award TC 21-003 Cougar Dorm HVAC Replace Project; \$83,750.00
- H. Request for Approval – Notice of Completion for the TC 19-20-006 Main Parking Lot Re-Seal and Re-Stripe
- I. First Presentation – Board Policy Revisions
 - BP #2730 Board Member Health Benefits
 - BP #3550 Drug Free Environment and Drug Prevention Program
 - BP #4040 Library Services
 - BP #4220 Standards for Scholarship
 - BP #4235 Credit for Prior Learning
 - BP #5010 Admissions and Concurrent Enrollment
 - BP #5030 Fees
 - BP #7330 Communicable Disease
 - BP #7362 Discipline and Dismissals Classified Administrators and Confidential Employees
 - BP #7385 Salary Deductions
 - BP #7510 Domestic Partners
- J. First Presentation – Board Policy Review
 - BP #4050 Articulation
 - BP #4226 Multiple and Overlapping Enrollments
 - BP #4400 Community Service Programs
- K. Request for Approval – Discontinuance – Board Policy #4070 – Auditing and Auditing Fees

12. CONSENT AGENDA (Items A - L)

- A. Request for Approval – California Virtual Campus – Online Education Initiative (CVC-OEI) MOU for Grant Completion Support of the Final Report; 1/1/21 – 1/31/21; District to Receive Up to \$15,000.00
 - B. Request for Approval – Memorandum of Understanding (MOU) Between West Kern Community College District (WKCCD) and Taft Union High School District (TUHSD) Dual Enrollment Program and Concurrent Enrollment Program 2020-21
 - C. Request for Approval – Campus Safety and Security Assessment – National Association of Campus Safety Administrators (NACSA); \$2,000.00
 - D. Information Item – Use of Proposition 55 Education Protection Account (EPA) Funds for FY 2020/2021
 - E. Request for Approval – Arvin Union School District Piggyback Bid No. 2018-19-001
 - F. Request for Approval – Agreement with Ocelot (CareerAmerica, LLC); 1/1/21 – 12/21/23; \$3,350.00 Annually
 - G. Request for Approval – Renewal Agreement (Quote #122126726-1) with DAI Source for IBM Cognos; 11/1/20 – 10/31/21; \$9,323.11
 - H. Request for Approval – 2021 Library Services Platform Program Participation; \$6,121.00
 - I. Request for Approval – IssueTrak: One Year of IssueTrak Software Maintenance; 10/2020 – 10/2021; \$2,587.50
 - J. Request for Ratification – Behavioral Health Training for TIL Staff; 8/15/20 – 10/31/20; Up to \$2,500.00 from Westside Healthcare District Grant
 - K. Request for Ratification – Agreement with Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC); 9/1/20 – 6/30/21; No Cost to the WKCCD
 - L. Ratification of the September 2020 Vendor Check & Purchase Order Registers
13. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST
14. EMPLOYMENT (Action)
- A. Academic Employment (Appendix I)
 - B. Classified Employment (Appendix II)
 - C. Resignations/Retirements (Appendix II)
15. REPORTS:
- A. Financial Reports (For Information)

1. Revenue Accounts (Account Level 1) FY 2020/21
 2. Expenditure Accounts (Account Level 1) FY 2020/21
 3. Expenditure Detail of \$10,000.00 or Greater, September 2020
 4. Student Organization and Special Accounts, September 2020
 5. Funds Deposited in County Treasury, September 2020
 6. Employee Travel Report – September 2020
- B. Trustee Reports
 - C. Academic Senate Report
 - D. Reports from Staff and Student Organizations
16. REPORT OF THE SUPERINTENDENT
17. NEXT MEETING DATE
The next regular meeting is scheduled for Wednesday, November 11, 2020, at 5:00 p.m.
18. ADJOURNMENT

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

REGULAR MEETING

September 9, 2020

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:02 p.m. by President Dawn Cole. Secretary Emmanuel Campos and trustees Dr. Kathy Orrin and Billy White were present. Trustee Michael Long was absent. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance. To ensure clarity during the meeting held via Zoom online video.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:03 p.m. it was moved by Secretary Campos, seconded by Trustee Orrin and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

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

RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 6:00 p.m., it was moved by Trustee Orrin, 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

There were no general communications.

APPROVAL OF MINUTES

On a motion by Secretary Campos, seconded by Trustee Orrin and unanimously carried, the minutes of the Regular Meeting held August 12, 2020 and the Special Meeting held August 12, 2020 were approved.

NEW BUSINESS

Request for Approval - Resolution 2020/21-02 - Notice of Release of Grant Funded Temporary Faculty

Dr. Daniels explained that with the defunding of the TRIO grant, it is necessary to terminate the faculty position funded by the Federal TRIO grant. On a motion by Secretary Campos, seconded by Trustee White and unanimously carried, the resolution was approved (copy attached to official minutes).

Request for Approval - Resolution 2020/2021-03 Notice of Layoff - Classified Employees - Reduction in Force Due to Lack of Funds and/or Lack of Work

Dr. Daniels explained that one TRIO classified position is recommended for layoff due to the defunding of the Federal program. She noted that the remaining TIL positions are receiving notice due to the lack of work and funding effects from COVID-19 (copy attached to official minutes). On a motion by Trustee White, seconded by Trustee Orrin and unanimously carried, the resolution was approved.

Second Presentation and Request for Approval - Board Policy Revisions

- BP #2355 Decorum
- BP #2720 Communications Among Board Members
- BP #3050 Institutional Code of Ethics
- BP #3250 Institutional Planning
- BP #3515 Reporting of Crimes
- BP #5130 Financial Aid
- BP #6350 Foundation and Fundraising
- BP #7230 Classified Employees
- BP #7260 Classified Administrators

Dr. Daniels explained that these policies were reviewed and required minor revisions. She noted a small correction to BP #7230. The Policy and Procedure services were utilized as were administrative review for local compliance to current practice. On a motion by Trustee White, seconded by Secretary Campos and unanimously carried, the revisions were approved (copy attached to official minutes).

Second Presentation and Request for Approval – Board Policy Review

- BP #2510 Participation in Local Decision-Making**
- BP #2610 Presentation of Initial Collective Bargaining Proposals**
- BP #2716 Political Activity**
- BP #2717 Personal Use of Public Resources**
- BP #2725 Board Member Compensation**
- BP #2750 Board Member Absence from the State**
- BP #3505 Emergency Response Plan**

Dr. Daniels stated that these policies were reviewed and remain accurate. On a motion by Trustee White, seconded by Trustee Campos and unanimously carried, the request was approved (copy attached to official minutes).

Request for Ratification – AMS.Net Informacast Maintenance Subscription Renewal; 8/18/20 – 9/10/21; \$2,175.00

Dr. Daniels told the Board that this item is a routine renewal of a service used for campus notification during emergency or urgent situations. On a motion by Trustee Orrin, seconded by Trustee White and unanimously carried, the request was approved (copy attached to official minutes).

Request for Approval – West Kern Community College District – Mission Statement

Dr. Daniels explained that the District is required to review the Mission Statement within an Accreditation cycle to confirm the statement is accurate or to realign with District needs as necessary. The Mission Statement was reviewed through a campus survey and confirmed to be current by Governance Council. On a motion by Secretary Campos, seconded by Trustee White and unanimously carried, the Mission Statement was approved.

CONSENT AGENDA:

- A. Request for Ratification – Lease Agreement for Student Housing – 108 Buchanan; 8/1/20 – 6/30/21
- B. Request for Ratification – Institution Participation Agreement with Instructure, Inc. for Canvas Studio; 7/1/20 – 6/30/22
- C. Request for Approval – Carrier Agreement with United Parcel Service (UPS); Upon Execution and Terminated with 30-Days Notice
- D. Request for Approval – Annual Renewal of IBM SPSS Statistics Base Concurrent User Subscription and Support. Quote Number: 18775467; 9/1/20 – 8/31/21; \$12,738.20
- E. Ratification of the August 2020 Vendor Check & Purchase Order Registers

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

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

No: None

Abstain: None

Absent: Michael Long

REPORTS

Financial Reports

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

Financial Reports (for information):

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

Academic Senate

Dr. Sharyn Eveland, President of the Academic Senate, thanked administration for the assistance in including AS in the process to update/review necessary Board Policies and Administrative Procedures. It is an arduous task and the preparation of documentation from Administration has made the process smoother.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, shared the status of the Student Center project which includes work on electrical, roofing and heating/air systems. The Solar project is nearing completion with the contractor working to schedule the final switchover of power

with PG&E. The parking lot re-seal and paint project is almost complete. Preparation for the budget to be presented to the Board in October is underway.

Instruction

Dr. Leslie Minor, Vice President of Instruction, said that the third week of instruction is happening with the focus switching to the recruitment/enrollment for the spring semester. Learning Support Services is continuing to assist students in the distant learning model. They have checked out laptops to students in need and have 150 hotspots for internet connection coming. Dr. Minor also shared that College students are being sought for employment as tutors in a variety of institutions.

Student Services

Severo Balason, Vice President of Student Services, reported that Financial Aid staff have assisted over 400 students this semester in connection to emergency funding needs in relation to COVID-19. He also shared a professional accolade for Director of Campus Safety and Security Kevin Altenhofel.

Human Resources

Heather del Rosario, Vice President of Human Resources, told the Board that staff successfully transferred data for the first month of automated time keeping.

Marketing and Community Relations

Susan Groveman, Director of Marketing and Community Relations, thanked the graduation committee and many staff members who assisted with the virtual graduation. She continues work on campus communication in COVID-19 signage, the Superintendent newsletter, and usage of the variety of social media platforms. Ms. Groveman is in the process of finalizing the 2022 100-year celebration logo for the College.

Career Technology Education

Dr. Jessica Grimes, Dean of Instruction and Career Technical Education, is working to onboard more CTE certificates to the CVC-OEI initiative that will increase online CTE offerings. Dr. Grimes will be presenting at the Central Valley Health Fair on behalf of the allied health programs.

Associated Student Organization

Melanie Medina, Student Trustee, reported a variety of activities including virtual club rush activities. Clubs are beginning to meet virtually as well. Many are using Canvas and there has been an effort to train student officers in the use of the virtual platform. The ASO will be campaigning to educate students in the importance of voting in the upcoming and future elections. Work to host the typical annual events under new COVID-19 restrictions are ongoing.

Institutional Research and Information Technology Services

Xiaohong Li, Executive Director of Institutional Research, said that work to complete the Accreditation self-evaluation report is concluding. Staff are also assisting in Student Learning Outcome (SLO) reporting for fall as well as other campus requests for data.

Information Technology Services has worked to prepare 70 laptops for the EOPS program for student use. They are also working to install CARE-funded cameras into classrooms for hybrid instruction.

TIL

Aaron Markovits, Director of Transition to Independent Living, told the Board that efforts to recruit for the next school year are ongoing. Staff continue to work with students remotely.

Student Success

Dr. Windy Martinez, Dean of Student Success, shared that Records and Admissions staff continue to work with students to meet educational needs including work in the upgrades in Banner and Degree Works. She commended the Financial Aid department for the procurement of 70 laptops with hot spots to give to Promise students in need.

Taft College Faculty Association

Ruby Payne, President of the TCFA, reported that faculty remain flexible in this new online environment. They have noted changes that needed to be made and remain appreciative of the support from the Administration.

REPORT OF THE SUPERINTENDENT/PRESIDENT

Dr. Daniels recently held a townhall meeting virtually to answer questions from employees who were given the opportunity to anonymously inquire about campus topics. Similarly, the District held a virtual convocation meeting in place of the typical in-person District breakfast. Administration prepared information to keep the campus informed as the new academic year began.

Dr. Daniels commended Instruction faculty and staff for successful virtual STEM camps. She also commended staff for the virtual commencement ceremony, which had over 2200 views on the College's YouTube channel.

In an effort to meet COVID-19 guidelines, EOPS staff are offering curbside pickup of necessary supplies for students in the program. ASO officers are working to hold many events virtually and are currently hosting Club Rush. Dr. Daniels recently met virtually with Student Trustee Melanie Medina and ASO coordinator Myisha Cutrona instead of the typical in-person orientation.

Dr. Daniels shared that the College had three new employees since COVID-19 began and noted their addition to the team. She also shared that she was the guest speaker at the Chamber of Commerce Sit n' Sip virtual event today. She shared the College's COVID-19 response and planning.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, October 14, 2020.

ADJOURNMENT

At 6:48 p.m., on a motion by Trustee White, seconded by Trustee Orrin 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
Board Retreat**

September 12, 2020

The special meeting of the Board of Trustees of the West Kern Community College District was called to order at 8:41 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 Executive Secretary Sarah Criss were in attendance. To ensure clarity during the meeting held via Zoom online video.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

No closed session was held.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

SENIOR LEADERSHIP REVIEWS

Foundation

Sheri Horn-Bunk, Executive Director of the Foundation, reviewed the Foundations income and expenses covered by Foundation funds for the 2019-20 academic year. She also shared that the 2020-21 year has \$875,428.44 in secured/pledged funds so far. Ms. Horn-Bunk debuted the Bob Hampton Memorial Scholarship Fund on behalf of the long-term Foundation President and College supporter. She recognized the Foundation Board of Directors and noted new faces in a few of the positions. Foundation efforts to continue networking and outreach has stemmed into a virtual meeting of professionals and students that is called Taft Talks. These Taft College Multiply hosted events allow for the professional networking for interested students as well as a bridge between the community and the College to discuss common interests and concerns. The Foundation hopes to mirror these meetings for alumni in events called Cougar Conversations.

Marketing and Public Relations

Susan Groveman, Executive Director of Market and Public Relations, shared information on brand guide implementation, social media online marketing, COVID-19 safety protocol signage, 2020 virtual commencement ceremony, and the 2022 centennial celebration logo. She has worked with departments across campus to development specific logos within guide branding while also collaborating with the Bookstore to make sure logos meet specifications for the Bookstore to use to locally print materials at a cost savings. She shared several examples of print and collateral in use currently. The approved centennial logo was shared. The logo will be used around campus in celebration of the 100 years of service to the community.

Human Resources

Heather del Rosario, Vice President of Human Resources, reviewed Human Resource highlights from the past academic year. The department collaborated with campus stakeholders to complete an update on Academic Procedure 7120. AP 7120 outlines the hiring process used by the District. Several situations during the past academic year led to review of the emergency response procedures with a major effort to meet the needs created by the pandemic. The department worked in real time to adapt the procedures to the specific situations of this academic year. In the midst of the pandemic, staff had to complete the hiring process completely in on online model. This among many other services had to be created and utilized as the pandemic stretched from weeks to months.

Ms. del Rosario shared details of the transition from paper to electronic timekeeping. The effectiveness of the process is evident and the amount of paper used has been drastically reduced. Since implementation at the beginning of August, she has worked to build the system to meet specific needs of our campus. The first data load for payroll purpose was successful.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, reviewed facility projects including the solar project, parking lot resurfacing, soccer field maintenance, Wildcat dorm HVAC system, and WESTEC roofing. He provided an update on the Student Center project, which is the last remaining project attached to Measure A funding. He also recapped the GO bond refinance completed this academic year that will save tax payers \$2.8 million.

Mr. McMurray provided an update on the financial position of the District. The Student Centered Funding Formula (SCFF) continues to be monitored as the state continues to revise the SCFF. The state budget is also uncertain as they face the economy downturn in relation to COVID-19. The Fiscal Services staff have worked with staff to utilize COVID-19 emergency funding to assist in District expenses attached to the pandemic. The bookstore has also worked to provide necessary services to students during the pandemic by adapting the way their products and services are offered. Efforts to adapt practices has also occurred in Maintenance and Operations by reviewing the way the campus is sanitized.

In non-pandemic tasks, Fiscal Services has provided training in the Purchase Order process that includes training in software, accounting practices, and detailed management training to properly expend District funding.

Student Services

Severo Balason, Vice President of Student Services, shared details in the upgraded version of DegreeWorks and the continued development of the California Academic Partnership Program (CAPP) with Taft Union High School (TUHS). DegreeWorks is utilized by counselors and students. The program is meant to decrease the time-to-degree by tracking student progress and assisting to provide an academic road map based on the student's academic goals. The CAPP program has continued to be active during the COVID-19 pandemic with virtual meetings and events to assist high school students focus on higher educations after high school diploma completion. College and TUHS staff have hosted a parent orientation and a virtual Cougar Day at which 90 TUHS students were served. CAPP collaboration led to the development of three local goals that included increase mathematic/English success rates, an increase in the number of students completing the AA degree within 3 years, and a reduced equity gap. The use of data is assisting the groups decision-making.

Institutional Research and Information Technology Services

Xiaohong Li, Executive Director of Institutional Research (IR) and interim Executive Director of Information Technology Services (ITS), said that the College is inline with Accreditation tasks leading to the fall 2021 site visit. Subcommittee work continues to draft the College's Institutional Self-Evaluation Report (ISER). To keep the College informed on the Accreditation status there is now an Accreditation Newsletter that is shared with employees.

The Strategic Action Plan (SAP) is in review for its cyclical update. The Strategic Planning Committee (SPC) and IR staff are working on document updates. They are also utilizing software to provide a Data Dashboard in the future. It is in the planning stages and staff are testing its use prior to releasing to the campus. The dashboard will assist in planning efforts across the District. Also, IR is using an IR database to provide fluid, consistent data recovery for staff requests.

The ITS staff have employed a 2-factor authentication key in data sensitive departments on campus. This safety measure is used in areas like Financial Aid and requires 2-factors such as a password and fingerprint in order to access sensitive information. The department also continues to educate and inform employees in the need to be vigilant in email phishing scams.

Instruction

Dr. Leslie Minor, Vice President of Instruction, reported that while enrollment is down with COVID-19 regulations the cancellation of courses is down and that wait lists are smaller. The effort to be more efficient in offerings continues and a focused effort to provide quality courses through consistent review of course and programs has remained at the forefront of Instruction. A new Teacher Prep ADT program is in development and several courses are in process to align with the California Virtual Campus-Online Education Initiative. More CTE courses will be submitted through CVC-OEI as well as the continued effort to support regional workforce needs through work in the Central Mother Lode Regional Consortium.

Instructional services have grown in the past year, especially with the development of distance learning during COVID-19. Many services have been adapted to be offered virtually or to meet social distancing guidelines. For the first time ever, there are evening and weekend tutoring options and an option for drop-in tutoring has been added. The Distance Education staff continue to train in the use of Canvas and to assist in the transition to an online environment. The STEM-CiTE summer camps were offered virtually and were able to serve 197 campers (191 campers were served in combined summers from 2014-2019). This also led to a new Geekwise Academy with a partnership from Bitwise Industries.

Grant work continues in the area of CTE with the active participation in CVC-OEI for curriculum development, Perkins/VETA federal funding and state funding from CTE transitions, Strong Workforce and Guided Pathways. A possible new partnership is being explored between CSU Bakersfield and the early childhood program.

Instruction continues to work on improving enrollment management. This includes cross-department work to ensure enrollment is appropriately aligning with the needs of the College. There is also work being done to offer appropriate dual enrollment offerings to TUHS students. Strategies for increasing student persistence rates are being developed and implemented.

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 OF 2019/20 GOALS

Dr. Daniels distributed the 2019/20 goals along with notes documenting related Board action/education in alignment with the goals. There was discussion on the goals in general and to the District focus to align action each academic year to meet the goals as set by the Board. Dr. Daniels asked that as the Board review goal action during the self-evaluation process that they note any interest in future goals.

BOARD SELF-EVALUATION TIMELINE

Dr. Daniels shared a blank self-evaluation and told the Board that the tool will be emailed to them and is hosted by SurveyMonkey. The individual responses will be combined to a single document and the Board will discuss their self-evaluation at the next Board meeting. Once the 2019/20 self-evaluation is complete the Board will work to adopt 2020/21 goals.

PLANNING SESSION

Dr. Daniels reviewed Child Development Center status in relation to COVID-19 guidelines and funding. She also reviewed cafeteria services and a continued effort to evaluate the department's budget. Dr. Daniels also discussed the effect of COVID-19 on the Transition to Independent Living (TIL) program which had led to the need to layoff employees due to lack of funding and/or work.

College staff are hopeful to return students to campus and to rehire employees from the 39 month rehire list as necessary.

Dr. Daniels discussed future growth of the campus with the Board. There was discussion on the need to obtain land and/or buildings. With the development of the pandemic in spring, it had been decided to not place a bond measure on the November ballot in an effort to be sensitive to the community's economic status. The District will continue to monitor the need for a future bond measure.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, October 14, 2020 at 5 p.m.

ADJOURNMENT

At 1:55 p.m., on a motion by Trustee White, seconded by Trustee Long and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

BOARD AGENDA ITEM

Date: October 6, 2020
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services *BW*
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

2020/21 West Kern Community College District Budget

Background:

In accordance with Section 58305 of the California Code of Regulations, the tentative budget was submitted for Board approval at the July 8, 2020 meeting.

Immediately preceding the regular board meeting of October 14, 2020, the Board will meet and discuss the final draft of the 2020/21 WKCCD budget at a Budget Study Session scheduled for 4:00 p.m. I propose the final budget be adopted as presented during the budget study session.

Copies of the proposed budget are available in the President's Office by contacting Sarah Criss at 763-7711 or on the College website at the following link:

[Click Here](#)

Terms (if applicable):

July 1, 2020 through June 30, 2021.

Expense (if applicable):

Not applicable

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President



BOARD AGENDA ITEM

Date: September 2, 2020
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 14, 2020

Title of Board Item:

Second Presentation: Proposed salary schedule alignment of 2.32% Salary Schedule Alignment to the 2020-21 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 salary schedule alignment of 2.32% Salary Schedule Increase to the Faculty Salary Schedules, Appendix B-1, B-2 and B-3.

Terms (if applicable):

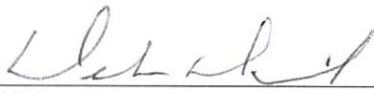
An implementation date retroactive to July 1, 2020 is recommended.

Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2020-21.

Approved: 
Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
Taft College Faculty Association (TCFA/CTA/NEA)
And
West Kern Community College District

**SALARY SCHEDULE ALIGNMENT OF 2.32% SALARY SCHEDULE
INCREASE 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 salary schedule alignment of 2.32% 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 salary schedule increase of 2.32% required by the 2019 Frey Report will be applied as outlined above and implemented retroactively to July 1, 2020. 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 ____, 2020

Dated: October ____, 2020

Board Approval:

First Presentation: October 14, 2020
Second Presentation/Approval: October 14, 2020

Date: September 2, 2020
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 14, 2020

Title of Board Item:

Second Presentation: Proposed salary schedule alignment of 2.32% to the 2020-21 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 salary schedule alignment of 2.32% to the Classified Salary Schedules, Appendix A.

Terms (if applicable):

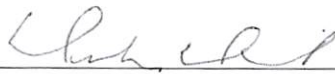
An implementation date retroactive to July 1, 2020 is recommended.

Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2020-21.

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**

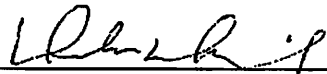
SALARY SCHEDULE ALIGNMENT OF 2.32% TO THE CLASSIFIED SALARY SCHEDULE

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:

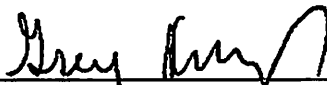
As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding a salary schedule alignment of 2.32% to the Classified Salary Schedules, Appendix A.

Now, therefore, CSEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. A salary schedule alignment of 2.32% Salary Schedule Increase will be applied as outlined above and implemented retroactively to July 1, 2020. 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.



Debra Daniels, Superintendent/President
Taft College
West Kern Community College District



Greg Hawkins, President
California School Employees Association
Chapter #543

Dated: 10/1/2020 2020

Dated: 10/5/ _____, 2020

Board Approval:

Dawn Cole, President
Board of Trustees
West Kern Community College District

Dated: September _____, 2020

October 14, 2020
First Presentation: ~~September 9, 2020~~
Second Presentation/Approval: October 14, 2020

Date: September 22, 2020
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 11, 2020

Title of Board Item:

Proposed salary schedule alignment of 2.32% to the Administrative and Confidential 2020-21 Salary Schedules.

Background:

The District would like to propose a salary schedule alignment of 2.32% to the Management and Confidential 2020-21 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):

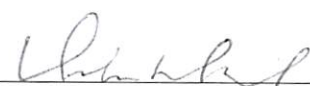
An implementation date retroactive to July 1, 2020 is recommended.

Expense (if applicable):

See below.

Fiscal Impact Including Source of Funds (if applicable):

The amount will be included in the Adopted Budget for 2020-21.

Approved: 

Dr. Debra Daniels, Superintendent/President

Date: September 16, 2020

Submitted by: Amanda Bauer, Executive Director of Fiscal Services

Area Administrator: Brock McMurray, EVP of Administrative Services

Subject: Request for Approval

B ✓

Board Meeting Date: October 14, 2020

Title of Board Item: Resolution to Establish a Student Rep Fee Trust Fund

Background:

The purpose of this resolution is to establish a Student Rep Fee Trust fund with the County Auditor and the County Treasurer to account for moneys collected from students pursuant to EC §76060.5 that provides for a student representation fee of one dollar per semester.

Fees collected pursuant to EC §76060.5 shall be under the custody of the district's chief fiscal officer and, subject to approval of the governing board, shall be deposited or invested in one or more of the following ways: in an insured bank, state-chartered savings and loan association, credit union, centralized State Treasury system, or other depository or investment as authorized by EC §76063.

Student Representation Fee Trust Fund moneys shall be expended in accordance with procedures established by the student body organization consistent with the requirements of EC §76063.

Each disbursement shall be subject to the approval of:

- An employee of the district designated by the governing board;
- The academic employee who is the designated advisor of the particular student body organization; and
- A representative of the particular student body organization.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

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

Approved: _____

Dr. Debra Daniels, Superintendent/President

**RESOLUTION No. 2020/21-04
BEFORE THE GOVERNING BOARD OF
WEST KERN COMMUNITY COLLEGE DISTRICT**

ESTABLISHMENT OF A SCHOOL)
STUDENT REP FEE TRUST FUND PER)
EDUCATION CODE SECTION 76060.5)

WHEREAS, WEST KERN COMMUNITY COLLEGE DISTRICT wishes to establish a Student Rep Fee Trust Fund, as permitted in Education Code section 76060.5; and

WHEREAS, the purpose or purposes for which this fund shall be established are to account for moneys collected pursuant to *EC §76060.5* that provides for a student representation fee of one dollar per semester. Student Representation Fee Trust Fund moneys shall be expended in accordance with procedures established by the student body organization consistent with the requirements of *EC §76063*.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of said School District that a Student Rep Fee Trust Fund shall be established in the amounts as needed for said purpose or purposes; and

BE IT FURTHER RESOLVED, that the Board of Trustees shall authorize, by this resolution, the County Auditor and the County Treasurer to establish a Charter School Fund for said district; and

BE IT FURTHER RESOLVED, that the Board of Trustees, by written authorization to the County Superintendent of Schools, shall request during the fiscal year the transfer or deposit and payment of funds by the County Auditor and the County Treasurer from Fund of said district.

The foregoing resolution, on motion of Trustee _____, seconded by Trustee _____, was duly passed and adopted this _____ day of _____, 200__, by the following vote, to wit:

AYES: _____
NOES: _____
ABSENT: _____

Signed: _____
Emmanuel Campos
Secretary, Board of Trustees


Approved this _____ day of _____, 200__

DR. CHRISTINE LIZARDI FRAIZER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____, Deputy

(File original and two copies of this resolution with the County Superintendent of Schools with a letter of request and authorization for the amount of funds to be transferred or deposited.)

Date: October 6, 2020

Submitted by: Brock McMurray, EVP of Administrative Services 

Area Administrator: Brock McMurray, EVP of Administrative Services

Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Request for Approval of Resolution No. 2020/21-05 - RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-21; THE ISSUANCE AND SALE OF A 2020-21 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM

Background:

The West Kern Community College District (the "District") currently projects that it will experience a cash flow shortfall during fiscal year 2020-21 created by timing differences between its anticipated expenditures and estimated receipt of revenues, including deferred State funding allocations. Resolution No. 2020/21-05 being presented to the Board of Trustees authorizes a borrowing by the District to address this cash flow shortfall through the issuance of a tax and revenue anticipation note (a "TRAN").

(a) TRAN Resolution. The resolution authorizes the issuance of a TRAN by the District in an amount not-to-exceed \$4,000,000, at legal interest rates, and the participation by the District in the Community College League of California Tax and Revenue Anticipation Notes Program (the "Program"). By participating in the Program, the District's TRAN will be marketed together with TRANs of other similarly-rated community college districts.

(b) Form of Purchase Agreement; Trust Agreement; Preliminary Official Statement. The Resolution approves the forms of Note Participation Purchase Agreement (the "Purchase Agreement"), Trust Agreement (the "Trust Agreement") and Preliminary Official Statement (the "POS") for the Program. All three documents are being approved in their current form, and staff is being authorized to fill in any existing blanks in the documents and to approve their final form.

Pursuant to the Purchase Agreement, Morgan Stanley & Co., LLC, the underwriter of the Program, will agree to buy a series of note participations (the "Note Participations") representing investors' interests in the TRANs of the District and all other community college districts participating in the Program. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties.

Upon the pricing of the Note Participations and the District's TRAN, the final execution copy of the Purchase Agreement will be prepared following this form.

The Trust Agreement is signed by Wilmington Trust, N.A. (the "Trustee"), and each participating district in the Program. The Trust Agreement sets out instructions to the Trustee for the deposit and disbursement of (1) the funds received from the issuance of the TRANs and (2) funds transmitted by the participating districts to repay their TRANs. The Trust Agreement also sets forth the terms of the Note Participations and the rights of investors.

The POS is the offering document describing the Note Participations and the District's TRAN which will be distributed to prospective purchasers of the Note Participations. The POS will disclose information with respect to, among other things, (i) the proposed uses of proceeds of the TRAN, (ii) the terms of the TRAN and the Note Participations (interest rate, maturity, yield, etc.), (iii) the security for repayment of the TRAN (the pledge of revenues described below), (v) certain District financial and operating data (together with financial and operating data of the other participating districts), and (vi) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Note Participations. Following the pricing of the Note Participations and the TRAN, a final Official Statement for the Note Participations will be prepared, substantially in the form of the POS.


Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Currently, it is expected that, pursuant to the Purchase Agreement, the District will pledge a portion of the revenues expected to be received in or accrued to the District's 2020-21 fiscal year to the repayment of the TRAN. However, the TRAN will be a general obligation of the District payable from its General Fund, and to the extent pledged revenues are not available, the TRAN will be paid from other legally available moneys of the District. The District will not have any obligation to pay the TRANs of the other districts participating in the Program, and the District will not be liable for the failure of any other district participating in the Program to pay its own TRAN.

Approved: _____


Dr. Debra Daniels, Superintendent/President

WEST KERN COMMUNITY COLLEGE DISTRICT RESOLUTION

NUMBER 2020/21-05

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-21; THE ISSUANCE AND SALE OF A 2020-21 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the “Legislative Body”) of the community college district specified in Section 23 hereof (the “District”) has determined that a sum (the “Principal Amount”), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2021 (“Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series of Notes, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it shall request that the board of supervisors (the “County Board”) of the county, the county superintendent of which has jurisdiction over the District (the “County”) to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the County Board fails or refuses to authorize by resolution the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other

moneys of the District, and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, the District's Unrestricted Revenues (as defined herein);

WHEREAS, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating California community college district, including the District (collectively, the "Issuers"), will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, the underwriter or placement agent appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, such as common credit ratings, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wilmington Trust, N.A. (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of registered owners of Note Participations (collectively the "Owners" or individually an "Owner"), that the District shall provide notices of the occurrence of certain enumerated events, as further described herein.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the Owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the Owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider and the Issuer's allocable share of all Reimbursement Obligations, if any (as defined herein);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter or placement agent, as applicable, pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the “Purchase Agreement”) or sold on a competitive bid basis;

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District’s “2020-21 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed the rate authorized by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”).

If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the “Secured Percentage”) shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid

principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the Designated Office of the Trustee (as defined in the Trust Agreement).

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the County Board fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed that authorized by law, and that the District's *pro rata* share of Underwriter's discount on the Note, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. Except as provided in Section 19(B) hereof, the Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement, defined herein, if any, and will also be set forth in the Final Official Statement, defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

In connection with any public sale of the Note Participations, the Preliminary Official Statement relating to such sale, substantially in the form on file with the clerk or secretary of the Legislative Body, is hereby approved. The Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter and Special Counsel with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Official Statement relating to the District might include an untrue statement of a material fact or omit to state any

material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to deem the Preliminary Official Statement final for purposes of the Rule and to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, and to the extent permitted by law, “Reimbursement Obligations” shall mean any obligations of the District to the Credit Provider under the Credit Instrument and/or the Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, to the extent permitted by law, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

Section 6. No Joint Obligation; Owners’ Rights. Except as provided in Section 19(b) hereof, the Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as Owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District’s share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund, or applicable subaccount thereof, held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District’s share of the costs of issuance) shall be deposited in the District’s Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District’s Note on deposit in the Proceeds Fund, which allocable proceeds shall constitute the District’s Proceeds Subaccount.

As an alternative to depositing proceeds of the Note in a Proceeds Subaccount, the District may cause such proceeds to be directly deposited in the general fund thereof, or such other fund as shall be held by the County on behalf or for the District, or in a Permitted Investment (as defined in the Trust Agreement).

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are apportionments which otherwise would be received between July 1, 2020 through June 30, 2021, but which are not be received until after June 30, 2021 ("Deferred Revenues"). Any such Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (so pledged, the "Pledged Revenues") received in the Repayment Months (as such term is defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys thereof lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2020-21 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account"), and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, a subaccount of the Payment Account (the "Payment Subaccount") may be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and

taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the Owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of

principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days (as defined in the Trust Agreement) following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply, and in such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the

rebate requirement (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the treasurer-tax collector of the County or comparable officer (the “Treasurer”), or his or her duly appointed designee, the Chairperson of the County Board, or such other member of the County Board authorized to sign on behalf of such Chairperson pursuant to the procedures of the County, shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature. In the event the County Board fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Representative or the Secretary to or Clerk of the Legislative Body of the District, or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the Designated Office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute Owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered Owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at the Designated Office thereof, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered Owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered Owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the Owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance

of its obligations thereunder, and the District has full legal right, power and authority to cause the issuance and delivery of the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, and the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) Reserved.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of

any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause

the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2020-21 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law

or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions

of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized Local Agency Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered Owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall not be subject to repeal. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the Owner of the Note 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 add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(D) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(E) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Except as described above, any modifications or amendment of this Resolution and of the rights and obligations of the District and of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the Owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the Owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note, a reduction of the principal amount thereof, an extension of the time of any payment thereon, a reduction of the rate of interest thereon, a change in the date or amounts of the pledge set forth in this Resolution or an amendment to this paragraph, without the consent of the Owners of such Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Notes and the Note Participations may be modified by the Purchase Agreement.

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

Section 19. Request to Borrow; Transmittal of Resolution. (A) The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Legislative Body, signed copies of this resolution shall be transmitted by the Secretary to or Clerk of the Legislative Body to the Treasurer of the County and to the County Board. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding

this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued as part of the Program, in conjunction with the note or notes of one or more community college districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other community college districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

Section 20. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Morgan Stanley & Co. LLC is hereby appointed as lead Underwriter for the Program. The Purchase Agreement may appoint such other co-managers as may be identified in the Purchase Contract.

Section 22. Form 8038-G; Continuing Disclosure. (A) Any Authorized Representative is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Representative of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the Trustee acting as dissemination agent (the “Dissemination Agent”) to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following (each, a “Listed Event”) in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) optional, contingent or unscheduled bond calls; (vii) unscheduled draws on debt service reserves reflecting financing difficulties; (viii) unscheduled draws on the credit enhancement reflecting financial difficulties; (ix) substitution of credit or liquidity providers, or their failure to perform; (x) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District, and (xi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (iv) release, substitution or sale of property securing repayment of the Note, (v) 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; (vi) appointment of a successor or additional Trustee or the change of name of such Trustee; or (vii) incurrence of a Financial Obligation, or agreement to covenants, events of default,

remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect the Owners.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations 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 section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section,

(1) a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries); and

(2) "Financial Obligation" means to be 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) a guarantee of (i) or (ii). Financial Obligations do not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(F) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of

communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance 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 Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or negligence. Absent such negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

[REMAINDER OF PAGE LEFT BLANK]

Section 23. Resolution Parameters.

(a) Name of District: WEST KERN COMMUNITY COLLEGE
DISTRICT

(b) Maximum Amount of Borrowing: \$4,000,000

(c) Authorized Representatives:

TITLE

(1) Superintendent/President

(2) Executive Vice President, Administrative Services

(3) President, Board of Trustees

[REMAINDER OF PAGE LEFT BLANK]

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

FORM OF NOTE

WEST KERN COMMUNITY COLLEGE DISTRICT

2020-21 TAX AND REVENUE ANTICIPATION NOTE, SERIES ___^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) ^{**/}	___% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A., or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District, and which are available for payment thereof (collectively, the "Unrestricted Revenues"). As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received during the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together

with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board of Trustees as of the date of authentication set forth below.

WEST KERN COMMUNITY COLLEGE
DISTRICT

By: _____ [no signature/form only]
President, Board of Trustees

Countersigned

By: _____ [no signature/form only]
[Secretary/Clerk], Board of the Trustees

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WILMINGTON TRUST, N.A., as Trustee

By: [no signature/form only]
Authorized Officer

[STATEMENT OF INSURANCE]^{*/}

^{*/} To be used only if Credit Instrument is a policy of municipal bond insurance.

NEW ISSUE—BOOK-ENTRY ONLY

RATING:

NOTE PARTICIPATIONS AND NOTES: Standard & Poor's: "____"
(See "RATING" herein)

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Special Counsel to the Districts and the Authority, based upon an analysis of existing laws, statutes, regulations, rulings and judicial decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Special Counsel, interest on the Notes represented by the Note Participations is exempt from State of California personal income tax. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Note Participations. See "TAX MATTERS."

\$ _____*

**CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
 TAX AND REVENUE ANTICIPATION NOTE PROGRAM
 FISCAL YEAR 2020-21 NOTE PARTICIPATIONS, SERIES A**

Dated: Date of Delivery

Due: As set forth on inside cover page

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT INTENDED AS A SUMMARY OF THE TRANSACTION. INVESTORS ARE ADVISED TO READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE BUT NOT OTHERWISE DEFINED SHALL HAVE THE MEANINGS ASSIGNED IN THE OFFICIAL STATEMENT.

The above-captioned note participations (collectively, the "Note Participations") are being executed and delivered pursuant to the terms of a Trust Agreement, dated as of _____ 1, 2021, by and among certain California community college districts (collectively, the "Districts"), the California Community College Financing Authority (the "Authority"), as sponsor of the Program (defined herein) and Wilmington Trust, N.A., as trustee (the "Trustee"). The Note Participations evidence and represent fractional and undivided interests in certain tax and revenue anticipation notes attributable thereto (individually, a "Note" and collectively, the "Notes") and debt service payments thereon to be made by the Districts issuing such Notes, in the same aggregate principal amount as the Note Participations. In accordance with State of California law and the respective authorizing resolution of the participating Districts (each a "Note Resolution"), the Note of each District is payable from taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys of such District (including moneys deposited in inactive or term deposits, but excepting certain moneys encumbered for a special purpose), received in or accrued to each District's 2020-21 fiscal year, and which are generally available for the payment of current expenses and other obligations of such District (collectively, the "Unrestricted Revenues").

The Note Participations will be prepared in fully registered book-entry form and, when executed and delivered, will be registered in the name of Cede & Co., as owner of the Note Participations and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Note Participations. Purchasers of the Note Participations (the "Beneficial Owners") will not receive certificates representing their interests in the Note Participations purchased. Principal and interest evidenced by the Note Participations will be payable by wire transfer to DTC, which in turn is required to remit such principal and interest to DTC Participants for subsequent disbursement to the Beneficial Owners of the Note Participations, as more fully described herein.

The Note Participations are not subject to prepayment prior to maturity.

The Note Participations are being sold to provide operating cash for the Districts' respective working capital expenditures and the investment and reinvestment of funds for the Districts, prior to the receipt or accrual of anticipated tax payments and other revenues attributable to Fiscal Year 2020-21. Each Note is secured by a pledge of certain Unrestricted Revenues identified herein (the "Pledged Revenues"), and each Note shall constitute a first lien and charge thereon and shall be payable from the first moneys received by such District from such Pledged Revenues. To the extent not so paid, each Note shall be paid from any other moneys of such District lawfully available therefor. Each Note Resolution requires the applicable District to set aside and deposit in a special fund to be established by such District certain amounts from the first Unrestricted Revenues received by such District in the Repayment Months described herein, so that the amount on deposit in such fund on such dates as described herein, taking into consideration anticipated investment earnings thereon, is equal to all of the principal of and interest due on such Note, all as more fully described herein. The obligation of each District is a several and not a joint obligation and is strictly limited to such District's repayment obligation under its Note Resolution and Note.

THE NOTE PARTICIPATIONS EVIDENCE AND REPRESENT LIMITED OBLIGATIONS OF THE DISTRICTS, PAYABLE SOLELY FROM CERTAIN FUNDS IDENTIFIED HEREIN. THE OBLIGATION OF EACH DISTRICT TO PAY PRINCIPAL AND INTEREST ON ITS NOTE, AS EVIDENCED BY THE NOTE PARTICIPATIONS, DOES NOT CONSTITUTE A DEBT OF THE RESPECTIVE DISTRICTS, THE AUTHORITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The Note Participations are offered when, as and if executed and delivered and accepted by the Underwriter, subject to the approval of validity by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Special Counsel and Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by _____. The Note Participations in definitive form are expected to be available for delivery through the facilities of DTC in New York, New York on or about _____, 2021.

MORGAN STANLEY

Dated: _____, 2020

* 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 them 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 the 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.

PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND CUSIP NUMBERS*

**CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM**

\$ _____*

FISCAL YEAR 2020-21 NOTE PARTICIPATIONS

SERIES A

Interest Rate: ____%; Yield: ____%; CUSIP No.: 13011C – ____†

Due: _____*

* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by S&P Capital IQ, a Division of McGraw Hill Financial, Inc. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Services. None of the Districts, the Authority or the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth herein.

No broker, dealer, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering made hereby and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the Districts or the Underwriter. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority or any District since the date hereof.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Note Participations in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information contained in this Official Statement, other than that provided by the Districts, has been obtained from sources believed by the Districts to be reliable.

This Official Statement is not to be construed as a contract with the purchasers of the Note Participations. Statements contained in this Official Statement which involve estimates, forecasts or opinions, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

The Underwriter has provided the following sentence for inclusion in this Official Statement: “The Underwriter has reviewed the information in this Official Statement pursuant to 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.”

In connection with this offering, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Note Participations at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Note Participations to certain dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page hereof, and said offering prices may be changed from time to time by the Underwriter.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “intend,” “budget,” “project,” “forecast” or other similar words.

Each of the Authority and the Districts maintain websites and certain social media accounts. However, the information presented there is not incorporated into this Official Statement by any reference, and should not be relied upon in making investment decisions with respect to the Note Participations.

PARTICIPATING DISTRICTS

[TBD]

CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY

Dr. Larry Galizio, *Executive Director and Board Member*

Lisa Mealoy, *Secretary and Board Member*

Cheryl Sullivan, State Center Community College District, *Board Member*

Yulian Ligioso, Palomar Community College District, *Board Member*

Andrew Suleski, Butte-Glenn Community College District, *Board Member*

SPECIAL SERVICES

Program Sponsor

Community College League of California
Sacramento, California

Special Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
San Francisco, California

Trustee

Wilmington Trust, N.A.
Costa Mesa, California

TABLE OF CONTENTS

PAGE

INTRODUCTORY STATEMENT	1
THE AUTHORITY AND THE PROGRAM	2
DESCRIPTION OF THE NOTE PARTICIPATIONS	2
PURPOSE OF ISSUE	2
DENOMINATIONS; PAYMENT OF PRINCIPAL AND INTEREST	2
REGISTRATION AND TRANSFER OF NOTE PARTICIPATIONS	3
PREPAYMENT	3
ESTIMATED SOURCES AND USES OF PROCEEDS	3
SECURITY AND SOURCE OF PAYMENT	4
NOTES	4
CASH FLOWS	5
DEPOSIT OF NOTES; APPLICATION OF NOTE PARTICIPATION PAYMENT FUND	5
DEFAULTED NOTES	6
INVESTMENT OF NOTE PROCEEDS	6
COVENANTS OF THE DISTRICTS	6
EVENTS OF DEFAULT AND REMEDIES	7
INVESTMENT OF DISTRICT FUNDS	8
RISK FACTORS	9
LIMITED OBLIGATIONS OF THE DISTRICTS	9
LIMITED SOURCE OF REPAYMENT FOR NOTES AND DEFAULTED NOTES	11
BANKRUPTCY	11
NO JOINT OBLIGATION	12
FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA	12
MAJOR REVENUES	12
MINIMUM FUNDING GUARANTEES FOR CALIFORNIA COMMUNITY COLLEGE DISTRICTS UNDER PROPOSITIONS 98 AND 111	15
STATE DISSOLUTION OF REDEVELOPMENT AGENCIES	ERROR! BOOKMARK NOT DEFINED.
STATE ASSISTANCE	16
PARTICIPATING DISTRICTS' INFORMATION	19
GENERAL INFORMATION REGARDING DISTRICTS	19
ACCREDITATION	20
RISK MANAGEMENT	21
RETIREMENT PROGRAMS	21
POST-EMPLOYMENT BENEFITS	29
FINANCIAL INFORMATION	30
CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING TAXES AND APPROPRIATIONS	30
ARTICLE XIII A OF THE CALIFORNIA CONSTITUTION	30
LEGISLATION IMPLEMENTING ARTICLE XIII A	31
UNITARY PROPERTY	32
ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION	32
ARTICLE XIII C AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION	33
PROPOSITION 46	ERROR! BOOKMARK NOT DEFINED.
PROPOSITION 98	33
PROPOSITION 111	34
PROPOSITION 39	ERROR! BOOKMARK NOT DEFINED.
PROPOSITION 1A AND PROPOSITION 22	35
PROPOSITION 26	36

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
<i>JARVIS v. CONNELL</i>	36
PROPOSITION 30.....	37
PROPOSITION 2.....	37
FUTURE INITIATIVES.....	38
TAX MATTERS.....	39
LITIGATION.....	40
DISTRICTS.....	40
THE AUTHORITY.....	40
RATING.....	40
UNDERWRITING.....	41
CONTINUING DISCLOSURE.....	41
MATERIAL EVENTS UNDERTAKING.....	41
PRIOR CONTINUING DISCLOSURE OBLIGATIONS.....	42
CERTAIN LEGAL MATTERS.....	42
AUTHORIZATION AND APPROVAL.....	43
APPENDIX A – NOTE AMOUNT BY DISTRICT AND COVERAGE ANALYSIS.....	A-1
APPENDIX B – DISTRICT FINANCIAL INFORMATION.....	B-1
APPENDIX C – CASH FLOWS AND ALTERNATIVE CASH RESOURCES.....	C-1
APPENDIX D – REPAYMENT MONTHS, PERCENTAGES AND AMOUNTS.....	D-1
APPENDIX E – INVESTMENT OF NOTE PROCEEDS.....	E-1
APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF THE TRUST AGREEMENT.....	F-1
APPENDIX G – PROPOSED FORM OF SPECIAL COUNSEL OPINION.....	G-1
APPENDIX H – THE BOOK-ENTRY ONLY SYSTEM.....	H-1
APPENDIX I – COUNTY TREASURY POOLS.....	I-1
APPENDIX J – SELECTED FINANCIAL AND DEMOGRAPHIC INFORMATION REGARDING THE PARTICIPATING DISTRICTS.....	J-1

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**CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATIONS, SERIES A**

INTRODUCTORY STATEMENT

This introduction is not a summary of this Official Statement. It is only a brief description of and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents described herein. References to and summaries of provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete, and such references are qualified in their entirety by reference to the complete provisions.

This Official Statement, including the cover page, inside cover page and appendices hereto (the “Official Statement”), sets forth certain information concerning the California Community College Financing Authority Tax and Revenue Anticipation Note Program Fiscal Year 2020-21 Note Participations, Series A (the “Note Participations”). The California Community College Financing Authority (the “Authority”) serves as sponsor of the Program (defined below) and as representative of the participating community college districts for certain purposes related to the Program.

As part of the California Community College Financing Authority Tax and Revenue Anticipation Note Program (the “Program”), the participating community college districts (collectively, the “Districts”) in the State of California (the “State”) are issuing tax and revenue anticipation notes (the “Notes”) and executing and delivering the Note Participations pursuant to a Trust Agreement, dated as of _____ 1, 2021 (the “Trust Agreement”), by and among the Districts, the Authority and Wilmington Trust, N.A., as trustee (the “Trustee”). Each District participating in the Program is the issuer of its Note which, when combined with the Notes of certain other Districts participating in the Program, shall be evidenced by the Note Participations. The Note Participations evidence and represent fractional and undivided interests in the Note of each District. Each District participating in the Program is severally, not jointly, liable on the Note Participations in the proportion that the face amount of such District’s Note bears to the total aggregate face amount the Note Participations.

The Note Participations will be executed and delivered in an aggregate principal amount equal to the aggregate principal amount of the Notes. The Notes are being issued to provide operating cash for the several Districts’ current working capital expenditures, capital expenditures and the investment and reinvestment of funds prior to the receipt of anticipated tax payments and other revenues. The Notes will be delivered to and deposited with the Trustee for the benefit of the registered Owners (as defined herein) of the Note Participations, and the payments on such Notes will be used for the payment of the principal of and interest evidenced thereby. The Notes shall not be used for any other purpose while the Note Participations remain outstanding. For more specific information on the Districts and their Notes, see Appendices A, B, C, D, E, and J hereto.

The Note Participations enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting

* Preliminary, subject to change.

the disbursement thereof as set forth therein. **NEITHER THE OBLIGATION OF EACH DISTRICT TO PAY PRINCIPAL OF AND INTEREST ON ITS RELATED NOTE, NOR THE NOTE PARTICIPATIONS EVIDENCING SUCH DISTRICT'S OBLIGATION, CONSTITUTES A DEBT OF SUCH DISTRICT, ANY OTHER DISTRICT, THE AUTHORITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.**

Copies of the Trust Agreement and the standard form of the Note Resolution summarized herein are available upon request during the initial offering period from Wilmington Trust, N.A.,

All capitalized words, unless otherwise defined herein, shall have the meanings set forth in the Trust Agreement. See APPENDIX F – “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF THE TRUST AGREEMENT.”

THE AUTHORITY AND THE PROGRAM

The Authority serves as sponsor of the Program and functions as representative of the Districts for certain purposes related to the Program. The Authority is a public entity organized pursuant to a Joint Exercise of Powers Agreement among a number of California community college districts (the “Member Districts”), entered into pursuant to the provisions relating to the joint exercise of powers contained in Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code. The Authority is authorized to issue bonds and to finance working capital and capital projects for Districts within the State of California pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code.

The holders of obligations of the Authority have no claim on the security of the Note Participations, and the Owners of the Note Participations will have no claim on the Member Districts, nor on the security of any other obligations issued by the Authority.

DESCRIPTION OF THE NOTE PARTICIPATIONS

Purpose of Issue

The Note of each District is issued under the authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 (commencing with Section 53850) of the California Government Code (the “Act”) and pursuant to a resolution of issuance adopted by the legislative body of each such District (each a “Note Resolution”). The issuance of each District’s Note will provide moneys to meet such District’s anticipated cash flow needs for its 2020-21 fiscal year created by timing differences between its anticipated expenditures for Fiscal Year 2020-21 and its estimated receipt or accrual of certain revenues for Fiscal Year 2020-21.

Denominations; Payment of Principal and Interest

The Note Participations will be prepared in fully registered book-entry form and, when executed and delivered, will be registered in the name of Cede & Co., as registered owner of the Note Participations (the “Owner”) and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Note Participations. Individual purchases may be made in book-entry form only in denominations of \$5,000 principal amount or any integral multiples thereof (“Authorized Denominations”). Purchasers of the Note Participations (the “Beneficial Owners”) will not receive certificates representing their interests in the Note Participations purchased.

So long as Cede & Co. is the registered Owner of the Note Participations, as nominee of DTC, references herein to the “Owners” or “Holders” of the Note Participations (other than under the heading “TAX MATTERS” and in APPENDIX G) shall mean Cede & Co., as nominee of DTC, and shall not mean the Beneficial Owners of interests in the Note Participations.

The Note Participations will be dated the date of initial execution and delivery thereof and will evidence and represent principal of the Notes and interest accrued thereon from the date of initial issuance thereof, at the rate per annum set forth on the inside cover page hereof. The Note Participations, and corresponding Notes, mature on _____, 2021 (the, “Maturity Date”). Interest and principal evidenced by the Note Participations is payable as provided herein.

So long as Cede & Co. is the registered Owner of the Note Participations, the principal and interest evidenced by the Note Participations will be payable by wire transfer by the Trustee to Cede & Co., as nominee for DTC, which is expected, in turn, to remit such amounts to DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See APPENDIX H – “THE BOOK-ENTRY ONLY SYSTEM.” Interest payable with respect to the Note Participations will be calculated on the basis of a 360-day year consisting of twelve, 30-day months.

Registration and Transfer of Note Participations

So long as the Note Participations are subject to the DTC book-entry system, they will be registered, and may be transferred, as described in APPENDIX H – “THE BOOK-ENTRY ONLY SYSTEM.”

Prepayment

The Note Participations are not subject to prepayment prior to the Maturity Date.

ESTIMATED SOURCES AND USES OF PROCEEDS

The following table lists the estimated sources and uses of proceeds in connection with the Note Participations.

<u>Sources</u>	<u>Total</u>
Principal Amount	
Original Issue Premium	
TOTAL SOURCES	
<u>Uses</u>	
Net Proceeds	
Costs of Issuance ⁽¹⁾	
TOTAL USES	

⁽¹⁾ Includes all initial costs of issuance, including but not limited to the Underwriter’s discount, legal fees, the costs and fees of the Trustee, rating fees, demographics, and printing costs.

SECURITY AND SOURCE OF PAYMENT

Notes

The Note Participations evidence and represent fractional and undivided interests in the Notes, and in debt service payments on such Notes to be made by the related Districts. The Notes are general obligations of the respective Districts and, to the extent not paid from moneys pledged pursuant to the payment thereof, as further described herein, will be paid from other moneys of the Districts legally available therefor. However, except for the Pledged Revenues described herein, the Districts are not prohibited from pledging, encumbering and utilizing their moneys for other purposes and there can be no assurance that such moneys will be available for the payment of the Note Participations and the Notes evidenced thereby. **No District has any obligation to pay the principal of or interest on the Note of any other District.**

See APPENDIX A hereto for a listing of each District, the estimated principal amount of each Note, the percentage of each Note with respect to the aggregate principal amount of the Note Participations, and the projected Note payment coverage for each such District.

Pursuant to Section 53586 of the Act, the principal amount of each District's Note, together with the interest thereon, will be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits, but excepting certain moneys encumbered for a special purpose), received in or accrued to each District's 2020-21 fiscal year, and which are generally available for the payment of current expenses and other obligations of such District (collectively, the "Unrestricted Revenues"). As security for the payment of the principal of and interest on its Note, each District has pledged the first Unrestricted Revenues received by such District during the months of _____, 2021 and _____, 2021 (each such month being referred to herein as a "Repayment Month" for purposes of such District's Note Resolution), up to an amount which is equal to in each such month to 50% of the principal and interest due on such Note (collectively, the "Pledged Revenues").

The principal of a District's Note, and the interest thereon, constitute a first lien and charge on such Pledged Revenues and are payable from the first moneys received by such District from such Pledged Revenues and, to the extent not so paid, will be paid from any other taxes, income, revenue, cash receipts and other moneys of such District lawfully available therefor.

In order to effect the pledge of Pledged Revenues, each District has agreed under its Note Resolution to establish and maintain a special account within its general fund (its "Payment Account") and has further agreed and covenanted to maintain such Payment Account until the payment in full of the principal of such District's Note and the interest thereon. A District may establish its Payment Account with the Trustee. Each District has agreed under its Note Resolution to cause Unrestricted Revenues to be set aside into its Payment Account in each Repayment Month, in the amounts set forth in APPENDIX D hereto, until the amount on deposit in its Payment Account, together with the amount, if any, on deposit in any subaccount thereof maintained by the Trustee pursuant to the Trust Agreement (a "Payment Subaccount"), and taking into consideration anticipated investment earnings thereon to be received by the maturity date thereof, is equal to the principal and interest due on such Note. See "APPENDIX D – REPAYMENT MONTHS, PERCENTAGES AND AMOUNTS."

Pursuant to the Trust Agreement, on the 15th day of each Repayment Month, the Trustee will request a certificate from each District evidencing the transfer to and deposit in such District's Payment Account of the amounts required to be transferred to and deposited therein during the Repayment Month, and each such District is required within seven (7) Business Days after the date of such written request to file such certificate. See also "APPENDIX E – DEFINITIONS OF CERTAIN TERMS AND

SUMMARY OF THE TRUST AGREEMENT – Note Payments – Confirmation of Deposits to Payment Account.” If a District fails to make or cause to be made such transfer to and deposit in its Payment Account, such failure will constitute an Event of Default, as defined herein, and the Trustee will be empowered to, without declaring such District’s Note to be immediately due and payable, require such District to pay to the Trustee an amount equal to principal and interest due on such Note at maturity. See “SECURITY AND SOURCES OF PAYMENT – Events of Default and Remedies.” Notwithstanding the foregoing, any District for which the Trustee is holding or investing moneys or securities on behalf of said District in a Payment Subaccount, in an amount equal to the transfer and deposit required to be made during each Repayment Month, need not present the certificate described above; likewise, the Trustee need not send a request for such certificate to said District.

Any moneys placed in a District’s Payment Account will be for the benefit of the Owners of the Note Participations. The moneys in such Payment Account will be applied only for the purposes for which such Payment Account is created until the principal of such District’s Note and all interest thereon are paid or until provision has been made for the payment of the principal of and interest on such Note.

On or before the date specified in the Trust Agreement, the moneys in such District’s Payment Account and Payment Subaccount, if any, will be transferred to the appropriate Note Participation Payment Fund described herein to pay the interest on and principal of such District’s Note when due.

Cash Flows

Actual and projected cash flows for the 2019-20 fiscal year, as well as projected cash flows for Fiscal Year 2020-21 for each District are included in APPENDIX C – “CASH FLOWS AND ALTERNATIVE CASH RESOURCES.” For Fiscal Year 2020-21, each District has projected a maximum cumulative cash flow deficit to occur due to the daily timing of expenditures occurring prior to the receipt of revenues for the month.

The estimates and timing of receipts and disbursements in such cash flow analyses are based on certain assumptions and should not be construed as statements of fact. The cash flow projections represent the current best estimates of the Districts based on information available as of the date of the projections, including the most recent revisions to the State’s funding of community college districts. However, due to the uncertainties inherent in the State’s distribution of education funding to community colleges, these projections are subject to change and may vary considerably from actual cash flows experienced by the Districts during Fiscal Year 2020-21. Moreover, payment of State assistance in the amounts anticipated depends on the State adhering to the then-current State budget, including the appropriations therein provided for local assistance. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – State Assistance.”

Deposit of Notes; Application of Note Participation Payment Fund

Under the Trust Agreement, the Notes, as evidenced and represented by the Note Participations, are irrevocably deposited with and pledged and transferred to the Trustee for the benefit of the Owners, and the payments on such Notes will be used for the punctual payment of the interest and principal evidenced and represented by the Note Participations, and shall not be used for any other purpose while the Note Participations remain Outstanding. Such deposit, pledge and transfer constitutes a first and exclusive lien on the principal and interest payments of and all other rights under such Notes for the foregoing purpose in accordance with the terms of the Trust Agreement.

All principal and interest payments on a District’s Note will be paid directly by such District to the Trustee. All principal and interest payments on a District’s Note received by the Trustee will be deposited by the Trustee, as and when received, in the fund designated as the “Note Participation Payment

Fund.” The Note Participation Payment Fund will be held in trust by the Trustee for the benefit and security of the Owners of the Note Participations to the extent provided in the Trust Agreement.

Pursuant to the Trust Agreement, the Trustee is required to deposit the moneys contained in the Note Participation Payment Fund at the respective times and in the respective funds as hereinafter summarized, each of which funds the Trustee agrees to maintain so long as the Note Participations are Outstanding:

(a) **Interest Fund.** The Trustee shall deposit in the fund designated for payment of interest with respect to the Note Participations (the “Interest Fund”) that amount of money representing the interest due and payable on the Notes. Monies in such Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest evidenced and represented by the Note Participations on the applicable Maturity Date.

(b) **Principal Fund.** The Trustee shall deposit in the fund designated for payment of principal with respect to the Note Participations (the “Principal Fund”) that amount of money representing the principal becoming due and payable on the Notes. All moneys in such Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Note Participations on the applicable Maturity Date.

See also APPENDIX F – “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF TRUST AGREEMENT – Note Payments – Deposit of Money in Note Participation Payment Fund.”

Defaulted Notes

If a District fails to pay any of the principal of or interest on its Note on the due date thereof, such Note will become a Defaulted Note. See APPENDIX F – “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF TRUST AGREEMENT – Default and Limitations of Liability.”

Investment of Note Proceeds

Proceeds of the Notes, less amounts used to pay costs of issuance, are authorized to be invested in certain Permitted Investments (as such term is defined in the Trust Agreement). APPENDIX F – “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF TRUST AGREEMENT – Definitions – Permitted Investments.” Such Permitted Investments include investment agreements to be held by the Trustee, the Treasury Pool (defined herein) of the respective county in which such District is located, or the Local Agency Investment Fund administered by the State Treasurer. A description of each District’s current intention with respect to the investment of its Note proceeds is provided in APPENDIX E – “INVESTMENT OF NOTE PROCEEDS.”

Covenants of the Districts

In the Note Resolutions, each District has represented or covenanted, among other things, for the benefit of the Owners, the following:

(a) The District is duly organized and existing under and by virtue of the laws of the State with all necessary power and authority to adopt its Note Resolution and perform its obligations thereunder, to enter into and perform its obligations under the Purchase Agreement (defined herein) for the Note Participations, and to issue its Note and perform its obligations thereunder.

(b) The issuance of the Note, the adoption of its Note Resolution and the execution and delivery of the Purchase Agreement and the Trust Agreement, and compliance with the provisions thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(c) The District has duly, regularly and properly adopted its tentative or final budget for the Fiscal Year 2020-21 setting forth expected revenues and expenditures, including any deferred State apportionments, and has complied with all statutory and regulatory requirements with respect to the adoption of such budget.

(d) The District will not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues as described herein.

(e) So long as the Note Participations are Outstanding, the District will not create or suffer to be created any pledge of or lien on its Note other than the pledge and lien of the Trust Agreement.

(f) Each District, while its Note is outstanding, will not request the county treasurer (or similar officer) in custody of such District's funds (generally, a "Treasurer") to make temporary transfers of funds in the custody of such Treasurer to meet any obligations of such District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Events of Default and Remedies

Events of Default. Pursuant to each District's Note Resolution each of the following events is defined as an Event of Default:

(a) Failure by the District to make the transfers and deposits to the Payment Account described herein, or any other payment required to be paid pursuant to its Note Resolution, including payment of principal and interest on the Note, on or before the date on which such payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under its Note Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee;

(c) Any warranty, representation or other statement by or on behalf of the District contained in its Note Resolution or the Purchase Agreement, or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to its Note Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, and is not dismissed within 30 days after such filing;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt,

dissolution or liquidation law of any jurisdiction, or the District consents to the filing of any such petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days.

Remedies. Whenever any Event of Default shall be continuing, the Trustee shall, in addition to any other remedies provided by law or under the Trust Agreement, has the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due under the Note Resolution; or

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due under its Note Resolution or to enforce any other of its rights thereunder.

See also “See APPENDIX F – “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF TRUST AGREEMENT – Default and Limitations of Liability.”

INVESTMENT OF DISTRICT FUNDS

Most funds of the Districts are deposited into the appropriate county treasury to the credit of the proper fund of each District. Certain moneys not required for the immediate necessities of a District may be invested in investments specified in Sections 16430 or 53601 of the Government Code. Accordingly, all funds of each District not subject to the exception, including cash receipts and other moneys intended as receipts for a District’s general fund for Fiscal Year 2020-21, including such District’s Pledged Revenues and Unrestricted Revenues, are typically deposited with the Treasury Pool (as defined herein) for their county, to remain on deposit therein and generally available for the payment of current expenses and other obligations of the Districts.

The Districts are located in various counties within the State of California, the Treasurer for each of which maintains a pooled fund for the investment of surplus, discretionary and other moneys of, among others, special districts located in such county (each, a “Treasury Pool”). Each District is eligible for investment in its Treasury Pool, and all Districts maintain balances with their respective county Treasurers, including their general funds. For information on the respective county Treasury Pools, see APPENDIX I – “COUNTY TREASURY POOLS.”

Each Treasury Pool in the State is subject to statutory restrictions and additional policy restrictions as may be determined by the respective county board of supervisors. Treasury Pools consist of the deposits of the applicable county, cities, special districts and other independent public agencies, with a certain class of “involuntary” depositors, such as school districts and community college districts. Discretionary Treasury Pool participants make up varying percentages of each Treasury Pool, but always comprise a minority of those participants. Decisions as to the investment of a Treasury Pool are made by a county investment officer, often the Treasurer, who establishes policies for such investments, taking into account the restrictions set forth in Section 53601 *et seq.* of the Government Code of the State, the applicable county board’s policies, his or her own judgment, and certain other criteria such as safety of principal, liquidity and return on investment. Monthly or quarterly reports of investments in the Treasury

Pool are made available to the respective boards of supervisors, and investments are subject to internal controls and audits.

Each county maintains a county treasury oversight committee, pursuant to Section 27131 of the Government Code, which meets periodically to review and monitor the investments and investment policies of the Treasurer for compliance.

None of the Districts controls the investments made by its county Treasurer in its Treasury Pool, and each Treasury Pool will fluctuate by the amount invested and compositions of the investments during each fiscal year. Accordingly, the Districts cannot make representations regarding the security afforded by investments in their respective Treasury Pools. See also “RISK FACTORS – Bankruptcy,” for information regarding risks associated with the investment of District funds in a County Pool, and APPENDIX I – “COUNTY TREASURY POOLS” for current information on the respective county Treasury Pools.

RISK FACTORS

In evaluating a purchase of interest in the Note Participations, potential investors should consider the following factors, together with all other information in this Official Statement. The following, however, does not purport to be an exhaustive listing of risks and other considerations that may be relevant to an investment in the Note Participations. Moreover, the following is not presented in an order reflective of their importance or significance to potential investors.

Considerations Regarding COVID-19

An outbreak of disease or similar public health threat, such as the novel strain of coronavirus (“COVID-19”) outbreak, or fear of such an event, could have an adverse impact on the District’s financial condition and operating results.

The spread of COVID-19 is having significant negative impacts throughout the world, including in the District. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the State and the United States. The purpose behind these declarations are to coordinate and formalize emergency actions across federal, State and local governmental agencies, and to proactively prepare for a wider spread of the virus.

On March 17, 2020, the Governor signed Senate Bill 89 (“SB 89”), which amends the Budget Act of 2019 by appropriating \$500,000,000 from the State General Fund for any purpose related to executing the emergency proclamation issued by the Governor on March 4, 2020. On March 19, 2020, the Governor ordered all California residents to stay home or at their place of residence to protect the general health and well-being, except as needed to maintain continuity of 16 critical infrastructure sectors described therein (the “Stay Home Order”). Currently, each of the Districts is closed for face-to-face classes and student services, shifting to remote delivery of instruction and services.

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed by the President of the United States. The CARES Act appropriates over \$2 trillion to, among other things, (i) provide cash payments to individuals, (ii) expand unemployment assistance and eligibility, (iii) provide emergency grants and loans for small businesses, (iv) provide loans and other assistance to corporations, (v) provide funding for hospitals and community health centers, (vi) expand funding for safety net programs, including child nutrition programs, and (vii) provide aid to state and local governments. The CARES Act includes approximately \$14.25 billion in funding for higher education, including California community college districts, principally in the form of direct emergency aid to students and institutional grants. The CARES Act also waives a number of federal regulatory

requirements to provide institutions greater flexibility in addressing the effects of the COVID-19 outbreak.

During certain emergency conditions, state regulations provide that a community college district may be provided an “emergency conditions allowance,” calculated to approximate the same general purpose apportionment that such district would have received in absence of the emergency. Emergency conditions are defined to include epidemics, an order from a city or county board of health or the State Board of Health, or another emergency declared by the State or federal government. Districts are required to demonstrate that the occurrence of the emergency condition prevented the district from maintaining its schools during a fiscal year for a period of 175 days, or caused the district’s general purpose apportionment to be materially decreased in that year or in subsequent years. To receive the emergency conditions allowance, a district must demonstrate to the satisfaction of the Chancellor that the district made good faith efforts to avoid material decreases in general purposes apportionments. Community college districts may also seek a waiver of the 175-day requirement. Finally, the Board of Governors of the California Community Colleges (the “Board of Governors”), on March 16, 2020, granted the Chancellor temporary emergency powers to suspend or waive State regulatory requirements and local rules and regulations that present barriers to the continuity of educational services. This temporary grant is in addition to standing emergency powers of the Chancellor to hold community college districts financially harmless in the wake of campus closures.

On May 4, 2020, the Governor enacted Executive Order N-60-20 (“Executive Order N-60-20”), which directs the State Public Health Officer to establish criteria to determine whether and how particular local jurisdictions may implement public health measures that are less restrictive than statewide directives, as the State transitions from Stage 1 to Stage 2, and then Stage 3 of reopening. The stages will be phased in gradually, and counties which have met readiness criteria and worked with the State Department of Public Health can open more public spaces and workplaces, as outlined by the State, with variances allowed by county. The State is currently in Stage 2 where retail, related logistics and manufacturing, office workplaces, limited personal services, outdoor museums, child care, and essential businesses can open with modifications. Once the State moved into Stage 3, higher-risk workplaces can open with modifications. Travel for permissible activities, such as healthcare, food, stages 1-3 work, and local shopping will be monitored and scope of reopening may be altered if necessary to protect public health and safety. The State will continue to issue guidance to assist workplaces to reopen safely. Pursuant to Executive Order N-60-20, local jurisdictions may issue their own public health measures to slow the spread of COVID-19.

On August 7, 2020, the Governor released guidelines for the reopening of institutions of higher education. Implementation of the guidelines as part of a phased reopening will depend on local conditions, including the level of COVID-19 infections and hospitalization rates for a minimum of 14 days, testing resources of the District and County, and preparedness of the County’s healthcare system. If there are positive cases of COVID-19 within a District, a campus could be partially or fully closed for in-person instruction. While indoor classes are prohibited at community college districts in counties that are on the State’s monitoring list for 3 consecutive days, some non-lecture based courses may be permitted on campuses. For classes that are held in person, the guidelines encourage use of outdoor and other non-classroom spaces for instruction.

Other potential impacts to the Districts associated with the COVID-19 outbreak include, but are not limited to, increasing costs and challenges relating to establishing distance learning programs or other measures to permit instruction while District facilities remain closed, disruption of the regional and local economy with corresponding decreases in tax revenues (including property tax revenue, sales tax revenue and other revenues), potential declines in property values, and decreases in new home sales and real estate development. The economic consequences and the declines in the U.S. and global stock markets resulting from the spread of COVID-19, and responses thereto by local, State, and the federal governments, could

have a material impact on the investments in the State pension trusts, which could materially increase the unfunded actuarial accrued liability of the STRS Defined Benefit Program and PERS Schools Pool, which, in turn, could result in material changes to the Districts' required contribution rates in future fiscal years. See "PARTICIPATING DISTRICTS' INFORMATION – Retirement Programs" herein.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate impact of COVID-19 on the District's operations and finances is unknown. Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to the local county health department in which each of the Districts is located, the Governor's office (<http://www.gov.ca.gov>), the California Department of Public Health (<http://covid19.ca.gov/>), , and the Chancellor's Office (<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Communications-and-Marketing/Novel-Coronavirus>). *The District has not incorporated by reference the information on such websites, and the District does not assume any responsibility for the accuracy of the information on such websites.*

There can be no assurances that the spread of COVID-19, or the responses thereto by local, State, or the federal government, will not materially adversely impact the local, state and national economies or the assessed valuation of property within the District, or adversely impact enrollment or FTES within the District and, notwithstanding Executive Order N-60-20 and the Stay Home Order, materially adversely impact the financial condition or operations of the Districts, including the ability to make set asides of Pledged Revenues as described herein, or to otherwise make payments of principal and interest on each of their respective Notes.

Limited Obligations of the Districts

The Note Participations is the limited obligation of each District, severally and not jointly payable solely from payments of principal and interest with respect to the Notes. The obligation of each District to pay principal of and interest on the Notes evidenced by the Note Participations does not constitute a debt of the related Districts or the Authority or of any member thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Limited Source of Repayment for Notes and Defaulted Notes

The primary source of repayment of the Note Participations is payments on the Notes. In order for Owners to be paid in full in a timely manner, 100% of the payments with respect to the Notes must be paid as and when due. A District is liable on its Note (even in the event that such Note becomes a Defaulted Note) only to the extent of its Unrestricted Revenues. If such District's Unrestricted Revenues are not sufficient to pay a District's Note or Defaulted Note, as the case may be, such District would not be permitted to pay such Note or Defaulted Note from any other sources, including subsequent fiscal years' revenues.

Bankruptcy

As described herein, each District has agreed under its Note Resolution to cause to be deposited directly into its Payment Account the Pledged Revenues during the Repayment Months. Such Pledged Revenues, while in the Payment Account, may be invested with the applicable Treasury Pool. See "INVESTMENT OF DISTRICT FUNDS." Should any of the Districts file for bankruptcy while Pledged Revenues are so invested, a court might hold that the Owners of the Note Participations payable from such Pledged Revenues do not have a valid prior lien on such Pledged Revenues. In that case, unless the

Owners could “trace” Pledged Revenues deposited into a Treasury Pool, the Owners would be unsecured (rather than secured) creditors of such District. The Districts can make no assurance that the Pledged Revenues can be so traced. As such, the filing of bankruptcy by one or more of the Districts could delay or impair the payment of all or a portion of the Note Participations. Further, the opinion of Special Counsel as to the enforceability of the Notes is expressly qualified by a declaration of bankruptcy.

No Joint Obligation

The obligation of a District to make payments on or in respect to its Note is a several and not a joint obligation and is strictly limited to such District’s repayment obligation under its Note Resolution and its Note.

FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA

Major Revenues

General. California community college districts (other than “community supported” Basic Aid 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, lottery funds, and other minor sources. Every community college district receives the same amount of State lottery funds on a per-student basis (which is generally less than 3%), although lottery funds are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery requires the funds to be used for instructional purposes, and prohibits their use for capital purposes.

The major local revenue source is local property taxes that are collected from within district boundaries, with student enrollment fees accounting for the 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, EPA funds, 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.

“Basic Aid” community college districts (also referred to “community supported” 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, Basic Aid 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 Basic Aid districts is that 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.

Enrollment Based Funding. California community college districts apportionments were previously funded pursuant to a system established by Senate Bill 361 (“SB 361”). SB 361 provided for a basic allocation (a “Basic Allocation”) based on the number of colleges, state-approved education centers and total enrollment, together with funding based on per-student rates for credit FTES, non-credit FTES and career development and college preparation (“CDCP”) non-credit FTES.

SB 361 specified that, commencing with the 2006-07 fiscal year the minimum funding per FTES would be: (a) not less than \$4,367 per credit FTES; (b) at a uniform rate of \$2,626 per non-credit FTES; and (c) \$3,092 per CDCP FTES. Although CDCP FTES were initially funded at a lower rate than credit FTES, subsequent legislation effective as of the 2015-16 fiscal year set the minimum funding for CDCP FTES at the same level as credit FTES. Each such minimum funding rate was subject to cost of living adjustments (each, a “COLA”), if any, funded through the State budgeting legislation in each fiscal year.

One unit of FTES is equivalent to 525 student contact hours, which is determined based on a State formula of one student multiplied by 15 weekly contact hours multiplied by 35 weeks. Accordingly, the number of FTES in the District may not equal the number of students enrolled in the District.

In each fiscal year, the State budget established an enrollment cap on the maximum number of resident FTES, known as the “funded” FTES, for which a community college district would receive a revenue allocation. A district’s enrollment cap was based on the previous fiscal year’s reported FTES, plus the growth allowance provided for by the State budget, if any. All student hours in excess of the enrollment cap were considered “unfunded” FTES. Nonresident and international students are excluded from the State funding formula and pay full tuition.

Student Centered Funding Formula. Assembly Bill 1809 (“AB 1809”), the higher education trailer bill passed as part of the State budget for fiscal year 2018-19, implemented a new funding mechanism for community college districts referred to as the “Student Centered Funding Formula,” (the “SCFF”). The SCFF includes three components: (1) a base allocation (the “Base Allocation”) driven primarily by enrollment, (2) a supplemental allocation (the “Supplemental Allocation”) based on the number of certain types of low-income students, and (3) a student success allocation (the “Student Success Allocation”) calculated using various performance-based metrics.

The SCFF includes several hold-harmless provisions to provide districts greater financial stability in transitioning to the new formula: (i) for fiscal years 2018-19 through 2020-21, community college districts will receive no less in total apportionment funding than they received in 2017-18, adjusted for COLAs; (ii) for fiscal year 2021-22 and onward, districts will receive no less in apportionment funding per-student than they received in fiscal year 2017-18; and (iii) beginning in fiscal year 2018-19, districts will receive the greater of the amount calculated by the SCFF for the current or prior year (excluding amounts districts receive pursuant to the provision summarized in (i) above.)

Base Allocation. The Base Allocation is composed of (1) the Basic Allocation, determined consistent with the prior funding formula (see “—Enrollment Based Funding”), and (2) funding for credit, non-credit and CDCP FTES. The Base Allocation was expected to constitute approximately 70% of Statewide funding for community college districts in fiscal year 2018-19, 65% in fiscal year 2019-20 and 60% in fiscal years 2020-21 and onward.

The SCFF provides minimum funding levels for credit FTES for the first three fiscal years, as follows: (i) \$3,727 for fiscal year 2018-19, (ii) \$3,387 for fiscal year 2019-20, adjusted for COLAs and other base adjustments, and (iii) \$3,046 for fiscal year 2020-21, adjusted for COLAs and other base adjustments in both the then-current and prior fiscal year. Notwithstanding the foregoing, the SCFF provides higher credit FTES funding rates for certain districts that were entitled to higher funding rates

under the prior funding formula. Beginning in fiscal year 2021-22, the provision of COLAs and other adjustments will be subject to appropriation therefor in the annual State budget. Total funding for credit FTES will be based on a rolling three-year average of the funded credit FTES from the current fiscal year and the two immediately preceding fiscal years.

Funding levels for non-credit and CDCP FTES are determined consistent with the prior funding formula. See “—Enrollment Based Funding” herein. Total funding for these categories will be based on actual non-credit and CDCP FTES for the most recent fiscal year.

See APPENDIX J – “SELECTED FINANCIAL AND DEMOGRAPHIC INFORMATION REGARDING THE PARTICIPATING DISTRICTS – Full Time Equivalent Students” for more information regarding the Districts’ respective FTES.

Supplemental Allocation. The Supplemental Allocation, accounting for approximately 20% of Statewide funding, will be distributed to districts based on their headcounts of students that qualify for Federal Pell Grants, California College Promise Grants or student fee waivers under Education Code 76300. The SCFF provides \$919 per qualifying student for fiscal year 2018-19. Beginning in fiscal year 2019-20, the provision of COLAs and other adjustments to this amount will be subject to appropriation therefor in the annual State budget. Headcounts are not unduplicated, such that districts will receive twice as much supplemental funding for a student that falls into more than one of the aforementioned categories.

Student Success Allocation. The Student Success Allocation will be distributed to districts based on their performance in a various student outcome metrics, including obtaining various degrees and certificates, completing transfer-level math and English courses within a student’s first year, and having students obtain a regional living wage within a year of completing community college. The Student Success Allocation is expected to account for 10% of statewide funding for community college districts in fiscal year 2018-19, 15% in fiscal year 2019-20 and 20% in fiscal years 2020-21 and onward. Each metric is assigned a point value, with some metrics are weighted more than others. A single student outcome with more points will generate more funding. Outcome metrics for students that qualify for Federal Pell Grants and California College Promise Grants are eligible for additional funding.

For fiscal year 2018-19, the SCFF provides a rate for all students of \$440 per point, and an additional \$111 per point for Pell Grant and California College Promise Grant students. For fiscal year 2019-20, these rates increase to \$660 per point and \$167 per point, respectively, subject to COLAs and other base adjustments. For fiscal year 2020-21, the rates increase to \$880 per point and \$222 per point, respectively, subject to COLAs and other base adjustments.

Budget Procedures. On or before September 15 of each calendar year, the respective board of trustees for each community college district is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor’s Office of the California Community Colleges, submits to the Department of Finance (“DOF”) proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals (“BCPs”), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the Governor, and by January 10 a proposed State budget is presented by the Governor to the Legislature. The Governor’s Budget is then analyzed and discussed in committees, and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the Governor issues a revised budget with changes he or she can support. The law requires the Legislature to submit its approved budget by June 15, and by June 30 the Governor should announce his or her line item reductions and sign the State budget.

To foster accountability, the statewide Board of Governors of the California Community Colleges and the Chancellor’s Office have, through enabling legislation (AB 2910, Chapter 1486, Statutes of

1986), established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California's community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district's financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of the district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources, and (2) taking appropriate and timely follow-up action to bring about improvement in a district's financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district's financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district's financial condition, the Chancellor will pay special attention to each district's general fund balance, spending pattern, and FTES patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor's Office where financial solutions to the district's problems will be addressed and implemented.

Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111

General. In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual school district and community college funding (collectively, "K-14 funding"). The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, changed some earlier education funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding "test" to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual COLA for the minimum guarantee for annual K-14 funding would be the change in California's per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

Calculating Minimum Funding Guarantee. There are currently three tests which determine the minimum level of K-14 funding (each, "Test 1," "Test 2" or "Test 3"). Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is 1989-90. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40%. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth and per-capita personal income COLA.

Test 3, established pursuant to Proposition 111, provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

See also “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 98” and “—Proposition 111.”

State Assistance

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

2020-21 State Budget. On June 29, 2020, the Governor signed into law the State budget for fiscal year 2020-21 (the “2020-21 Budget”). The following information is drawn from the DOF’s summary of the 2020-21 Budget.

As with the Governor’s May revision (the “May Revision”) to the proposed State budget, the 2020-21 Budget acknowledges that the rapid onset of COVID-19 has had an immediate and severe impact on the State’s economy. The ensuing recession has caused significant job losses and precipitous drops in family and business income, and has exacerbated inequality. The May Revision forecast included a peak unemployment rate of 24.5% in the second quarter of 2020 and a decline in personal income of nearly 9%. The 2020-21 Budget reports that the official unemployment rate exceeded 16% in both April and May of 2020.

The 2020-21 Budget includes a number of measures intended to address a projected deficit of \$54.3 billion identified by the May Revision, and occasioned principally by declines in the State’s three main tax revenues (personal income, sales and use, and corporate). The measures included in the 2020-21 Budget, and described below, are intended to close this deficit and set aside \$2.6 billion in the State’s traditional general fund reserve, including \$716 million for the State to respond to the changing conditions of the COVID-19 pandemic:

- *Draw Down of Reserves* – The 2020-21 Budget draws down \$8.8 billion in total State reserves, including \$7.8 billion from the BSA, \$450 million from the Safety Net Reserve and all funds in the PSSSA.
- *Triggers* – The 2020-21 Budget includes \$11.1 billion in reductions and deferrals that would be restored if at least \$14 billion in federal funds are received by October 15, 2020. If the State receives less than this amount, reductions and deferrals would be partially restored. The triggers includes \$6.6 billion in deferred spending on education, \$970 million in funding for the California State University and University of California systems, \$2.8 billion in State employee compensation and \$150 million for courts, as well as funding for various other State programs. The triggers would also fund an additional \$250 million for county programs to backfill revenue losses.
- *Federal Funds* – The 2020-21 Budget relies on \$10.1 billion in federal funds, including \$8.1 billion of which has already been received. This relief includes recent congressional approval for a temporary increase in the federal government’s share of Medicaid costs, a portion of the State’s Coronavirus Relief Fund allocation pursuant to the CARES Act and federal funds provided for childcare programs.
- *Borrowing/Transfers/Deferrals* – The 2020-21 Budget relies on \$9.3 billion in special fund borrowing and transfers, as well as deferrals to K-14 education discussed further herein. Approximately \$900 million of special fund borrowing is associated with reductions to State employee compensation and is subject to the triggers discussed above.
- *Increased Revenues* – The 2020-21 Budget temporarily suspends for three years net operating loss tax deductions for medium and large businesses and limits business tax credits, with an estimated increase in tax revenues of \$4.3 billion in fiscal year 2020-21.
- *Cancelled Expansions, Updated Assumptions and Other Measures* – The 2020-21 Budget includes an additional \$10.6 billion of measures, including cancelling multiple programmatic expansions, anticipated governmental efficiencies, higher ongoing revenues above the forecast included in the May Revision, and lower health and human services caseload costs than assumed by the May Revision.

For fiscal year 2019-20, the 2020-21 Budget projects total general fund revenues and transfers of \$137.6 billion and authorizes expenditures of \$146.9 billion. The State is projected to end the 2019-20 fiscal year with total available general fund reserves of \$17 billion, including \$16.1 billion in the BSA and \$900 million in the Safety Net Reserve Fund. For fiscal year 2020-21, the 2020-21 Budget projects total general fund revenues and transfers of \$137.7 billion and authorizes expenditures of \$133.9 billion. The State is projected to end the 2020-21 fiscal year with total available general fund reserves of \$11.4 billion, including \$2.6 billion in the traditional general fund reserve (of which \$716 million is earmarked for COVID-related responses), \$8.3 billion in the BSA and \$450 million in the Safety Net Reserve Fund.

As a result of the projected reduction of State revenues occasioned by the COVID-19 pandemic, the 2020-21 Budget estimates that the Proposition 98 minimum funding guarantee for fiscal year 2020-21 is \$70.1 billion, approximately \$10 billion below the revised prior-year funding level.

The 2020-21 Budget proposes several measures intended to ameliorate the immediate impact of State revenue declines, and avoid a permanent decline in education funding:

- *Apportionment Deferrals* – The 2020-21 Budget provides for \$330.1 million in SCFF apportionment deferrals for fiscal year 2019-20. The deferrals increase to \$662.1 million in fiscal year 2020-21. The 2020-21 Budget also provides a hardship exemption from the deferrals for districts that would be unable to meet their financial obligations.
- *Supplemental Appropriations* – The 2020-21 Budget provides for a new, multi-year payment obligation to supplement K-14 education funding. The total obligation would equal approximately \$12.4 billion, and reflects the administration’s estimate of the additional funding K-14 school districts would have received in the absence of COVID-19-related reductions. Under this proposal the State will make annual payments toward this obligation beginning in fiscal year 2021-22. These payments would equal 1.5% of State general fund revenue. The 2020-21 Budget also increases the share of State general fund revenue required to be spent on K-14 school districts from 38% to 40% by fiscal year 2023-24.
- *CalSTRS/CalPERS* – The 2020-21 Budget redirects \$2.3 billion in funds previously appropriated for prefunding CalSTRS and CalPERS liabilities, and instead applies them to further reduce local educational agency contribution rates for such programs in fiscal years 2020-21 and 2021-22. This reduces CalSTRS employer rates to 16.15% in fiscal year 2020-21 and 16.02% in fiscal year 2021-22. CalPERS employer rates would be reduced to 20.7% in fiscal year 2020-21 and 22.84% in fiscal year 2021-22. See also “PARTICIPATING DISTRICTS’ INFORMATION – Retirement Programs” herein.
- *Temporary Revenue Increases* – As discussed above, as part of closing the State’s projected deficit, the 2020-21 Budget provides for a temporary revenue increase of approximately \$4.3 billion in fiscal year 2020-21, of which approximately \$1.6 billion counts towards the Proposition 98 funding guarantee.

Other significant features of community college funding in the 2020-21 Budget include the following:

- *Student Centered Funding Formula* – The 2020-21 Budget suspends the COLA for community college apportionments under the SCFF, and does not provide any funding for enrollment growth. The 2020-21 Budget extends the hold-harmless provisions of the SCFF for an additional two years, and authorizes the use of past-year data sources that have not been impacted by the COVID-19 pandemic for purposes of calculating SCFF apportionments in 2020-21.
- *COVID-19 Response Block Grant* – A one-time increase of approximately \$120 million (comprised of \$54 million in CARES Act funds and \$66 million in Proposition 98 funding) for a block grant to support student learning and mitigate learning loss related to the COVID-19 pandemic.
- *Immigrant Resources* – An increase of \$5.8 million in Proposition 98 funding for resource liaisons and student support services for immigrant students, including undocumented students. The 2020-21 Budget also provides \$10 million in ongoing Proposition 98 funding for legal services to immigrant students, faculty and staff.
- *Proposition 51* – a total allocation of \$223.1 million in Proposition 51 bond funds for community college facility projects.

For additional information regarding the 2020-21 Budget, see the DOF website at www.dof.ca.gov. However, the information presented on such website is not incorporated herein by reference.

Future Actions and Events. The Districts cannot predict what actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The Districts also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the Districts will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State's ability to fund schools. The novel COVID-19 outbreak has already resulted in significant negative economic effects at State and federal levels, and additional negative economic effects are possible, each of which could negatively impact anticipated State revenue levels for fiscal year 2019-20 and beyond. In addition, the outbreak could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). See "RISK FACTORS – Considerations Regarding COVID-19" herein. The Districts also cannot predict whether the federal government will provide additional funding in amounts sufficient to offset any of the fiscal impacts of the COVID-19 outbreak described above. The Districts also cannot predict whether the federal government will provide additional funding in amounts sufficient to offset any of the fiscal impacts of the COVID-19 outbreak described above. State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the Districts.

PARTICIPATING DISTRICTS' INFORMATION

The information regarding the Districts has been taken or constructed from the official records of each such District. Such information has been reviewed by an authorized representative of each District acting in his or her official capacity. Such representative has determined that as of the date hereof the information contained herein is, to the best of his or her knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact, or omit to state a material fact, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

General Information Regarding Districts

Except as otherwise disclosed herein, each of the Districts has made the following representations with respect to its financial and operational facts:

- During the past 10 years, the District has not failed to deposit moneys in their repayment funds established for the payment of principal of and interest on tax and revenue anticipation notes issued by or on behalf of the District;
- During the past 10 years, the District has not defaulted on a lease or debt obligation;
- There is no action, suit, proceeding or investigation pending or threatened which, if determined adversely to the District, could materially adversely impact the District's ability to repay its District Note;
- No other conditions or events, including but not limited to labor disputes or hazardous materials, exist or have occurred which may materially adversely affect the finances of the District; and

- The District knows of no other information which should be disclosed in connection with the issuance of the Notes, in order to make the information in this Official Statement, in the light of the circumstances, in which it is presented not misleading.

Accreditation

General. The ACCJC is authorized by the federal Department of Education as one of the seven regional associations that accredit public and private schools, colleges and universities in the United States. The ACCJC is the recognized accrediting association for the western region, which includes the States of California and Hawaii, as well as the territories of Guam, American Samoa and Northern Marianas Islands. The ACCJC reviews community colleges on rolling, six year cycles.

Accreditation by the ACCJC is voluntary and designed to evaluate and enforce standards of educational quality and institutional effectiveness. Accreditation is also a form of peer review. ACCJC standards and criteria are developed and implemented by representatives from the member institutions. Although the ACCJC is not a governmental agency, and has no direct authority over the operations of the Districts, it is responsible for determining whether a college receives or retains accreditation. For public colleges, the loss of accreditation would result in the loss of federal funding and most state funding, including student financial aid.

To obtain accreditation, institutions must first satisfy minimum ACCJC eligibility requirements (the “Eligibility Requirements”), of which there are 21 covering a wide range of areas. Accredited institutions must continually meet these Eligibility Requirements. As part of the institutional self-study prepared during each accreditation cycle, compliance with certain of the Eligibility Requirements must be specifically demonstrated, while the balance may be addressed as part of the institution’s response to related Accreditation Standards (defined herein).

As part of each accrediting cycle, the ACCJC requires member institutions to demonstrate compliance with its accreditation standards (the “Accreditation Standards”). There are four main standards: (i) Mission, Academic Quality and Institutional Effectiveness, and Integrity, (ii) Student Learning Programs and Support Services, (iii) Institutional Resources, and (iv) Leadership and Governance. Each Accreditation Standard is subdivided in several components, for a total of 127 separate standards.

If the ACCJC determines that a community college is out of compliance with Accreditation Standards or Eligibility Requirements, it may issue several levels of sanctions, including a warning, indicating the ACCJC’s concern regarding identified deficiencies. If a college significantly deviates from Accreditation Standards or Eligibility Requirements, it may also be placed on “probation” status. Finally, if a college continues to be significantly out of compliance with Accreditation Standards or Eligibility Requirements, or fails to properly respond to ACCJC recommendations with respect to identified deficiencies, the ACCJC may place the affected college on a “show cause” status, requiring the affected institution to show cause why its accreditation should not be withdrawn at the end of the stated period. For a community college district issued such show cause status, ACCJC policies require the development of a closure plan for the affected college, to become operative in the event such district is unable to remedy the identified deficiencies. The requirement to develop a closure plan ensures that all those affected by the potential loss of accreditation are informed as early as possible, and that the affected district has a contingency plan for the completion of programs by students, the securing of confidential student and employee records, and the disposition of assets of the affected college. The ACCJC’s policy, however, does not address State or federal laws that could bear on the ability of a community college district to close a college. Therefore, the development of a closure plan, as required by the ACCJC, should not be seen as an affirmative election to close an affected college.

The ACCJC has also adopted a policy creating “restoration” status, pursuant to which an institution that has been notified of the pending termination of its accreditation may submit a request to the ACCJC for restoration of its accredited status, which request must be accompanied by an eligibility report demonstrating compliance with ACCJC Eligibility Requirements. The request, if granted, is followed by a comprehensive evaluation to determine eligibility and an institutional self-evaluation. If the Eligibility Requirements are met, and the institution demonstrates an ability to meet all ACCJC Accreditation Standards within a two year period, the restoration status will be granted. During the restoration period, the accredited status of the institution continues. If either (i) restoration status is not granted or (ii) Accreditation Standards or Eligibility Requirements are not met at the conclusion the two year period, the termination decision is reactivated, with an immediate effective date. In either such instance, the right to request further review or appeal is not available.

[TO BE CONFIRMED] Each of the colleges operated by the Districts is currently fully accredited by the ACCJC, and is not currently facing any ACCJC sanctions.

Risk Management

Each of the Districts is exposed to various risks associated with loss related to torts, damage and destruction of assets, errors and omissions, employee injuries, cyber intrusions and natural disasters. Each District addresses these risks through some combination of commercial insurance, self-insurance, and participation in certain public entity risk pools, which collectively provide coverage that is adequate, customary and comparable with such insurance maintained by similarly situated community college districts.

Retirement Programs

The information set forth below regarding the STRS and PERS programs, other than the information provided by the Districts regarding their annual contributions thereto, as shown in APPENDIX J, 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 any of the Districts.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the “STRS Defined Benefit Program”). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employee, employer nor State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 (“AB 1469”) into law as a part of the State’s fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing July 1, 2014, the employee contribution rate increased over a three-year phase-in period in accordance with the following schedule:

**MEMBER CONTRIBUTION RATES
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>STRS Members Hired Prior to January 1, 2013</u>	<u>STRS Members Hired After January 1, 2013</u>
July 1, 2014	8.150%	8.150%
July 1, 2015	9.200	8.560
July 1, 2016	10.250	9.205

Source: AB 1469.

Pursuant to the Reform Act (defined below), the contribution rates for members hired after the Implementation Date (defined below) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. The contribution rate for employees hired after the Implementation Date (defined below) increased from 9.205% of creditable compensation for fiscal year commencing July 1, 2017 to 10.205% of creditable compensation effective July 1, 2018. For fiscal year commencing July 1, 2019, the contribution rate was 10.250% for employees hired before the Implementation Date and 10.205% for employees hired after the Implementation Date. For fiscal year commencing July 1, 2020, the contribution rate will be 10.250% for employees hired before the Implementation Date and 10.205% employees hired after the Implementation Date.

Pursuant to AB 1469, K-14 school districts’ contribution rate will increase over a seven-year phase-in period in accordance with the following schedule:

**K-14 SCHOOL DISTRICT CONTRIBUTION RATES
STRS (Defined Benefit Program)**

<u>Effective Date</u>	<u>K-14 school districts</u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

Source: AB 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers’ Retirement Board (the “STRS Board”), is required to increase or decrease the K-14 school districts’ contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members’ contributions to the STRS Defined Benefit Program are

based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

On June 27, 2019, the Governor signed SB 90 (“SB 90”) into law as a part of the 2019-20 Budget. Pursuant to SB 90, the State Legislature appropriated \$2.246 billion to be transferred to the Teacher’s Retirement Fund for the STRS Defined Benefit Program to pay in advance, on behalf of employers, part of the contributions required for fiscal years 2019-20 and 2020-21, resulting in K-14 school districts having to contribute 1.03% less in fiscal year 2019-20 and 0.70% less in fiscal year 2020-21, resulting in employer contribution rates of 17.1% in fiscal year 2019-20 and 18.4% in fiscal year 2020-21. In addition, the State made a contribution of \$1.117 billion to be allocated to reduce the employer’s share of the unfunded actuarial obligation determined by the STRS Board upon recommendation from its actuary. This additional payment will be reflected in the June 30, 2020 actuarial valuation. Subsequently, the State’s 2020-21 Budget redirected \$2.3 billion previously appropriated to STRS and PERS pursuant to SB 90 for long-term unfunded liabilities to further reduce the employer contribution rates in fiscal year 2020-21 and 2021-22. As a result, the effective employer contribution rate is 16.15% in fiscal year 2020-21 and is projected to be 16.02% in fiscal year 2021-22. See “—State Assistance” herein.

For more information regarding each District’s recent STRS contributions, see, see APPENDIX J – “SELECTED FINANCIAL AND DEMOGRAPHIC INFORMATION REGARDING THE PARTICIPATING DISTRICTS – CalSTRS and CalPERS” herein.

The State also contributes to STRS, currently in an amount equal to 7.828% for fiscal year 2019-20 and 8.328% for fiscal year 2020-21. The State’s contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State’s contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. The STRS Board approved State supplemental contribution rate for fiscal year 2020-21 reflects an increase of 0.5% of payroll, the maximum allowed under current law.

In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the “SBPA”), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

PERS. Classified employees working four or more hours per day are members of the Public Employees’ Retirement System (“PERS”). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund (“PERF”). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2019 included 1,612 public agencies and 1,319 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for “classified employees,” which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested

in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the “Schools Pool”).

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The employer contribution rate for fiscal year 2020-21 is 20.7%, which reflects an initial actuarially determined rate of 23.35% that was reduced by pursuant to SB 90 (discussed below) and further reduced by the State’s 2020-21 Budget as a result of the redirection of funds previously appropriated pursuant to SB 90 for long-term unfunded liabilities (discussed above). The State’s 2020-21 State Budget projects an employer contribution rate of 22.84% in fiscal year 2021-22. [INCLUDE CROSS REFERENCE TO 2019-20 BUDGET]. Participants enrolled in PERS prior to January 1, 2013 contribute at a rate established by statute, which is 7% of their respective salaries in fiscal year 2019-20 and will be 7% of such salaries in fiscal year 2020-21, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which is 7% in fiscal year 2019-20 and will be 7% in fiscal year 2020-21. See “— California Public Employees’ Pension Reform Act of 2013” herein.

Pursuant to SB 90, the State Legislature appropriated \$144 million for fiscal year 2019-20 and \$100 million for fiscal year 2020-21 to be transferred to the Public Employees’ Retirement Fund, to pay in advance, on behalf of K-14 school district employers, part of the contributions required for K-14 school district employers for such fiscal years. In addition, the State Legislature appropriated \$660 million to be applied toward certain unfunded liabilities for K-14 school district employers. As a result of the payments made by the State pursuant to SB 90, the employer contribution rate for fiscal year 2019-20 was 19.721%. [INCLUDE CROSS REFERENCE TO 2019-20 BUDGET]

For more information regarding each District’s recent PERS contributions, see, see APPENDIX J – “SELECTED FINANCIAL AND DEMOGRAPHIC INFORMATION REGARDING THE PARTICIPATING DISTRICTS – CalSTRS and CalPERS” herein.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

FUNDED STATUS
STRS (Defined Benefit Program) and PERS (Schools Pool)
(Dollar Amounts in Millions) ⁽¹⁾
Fiscal Years 2010-11 through 2018-19

<u>STRS</u>					
<u>Fiscal Year</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets (MVA)⁽²⁾</u>	<u>Unfunded Liability (MVA)⁽²⁾</u>	<u>Value of Trust Assets (AVA)⁽³⁾</u>	<u>Unfunded Liability (AVA)⁽³⁾</u>
2010-11	\$208,405	\$147,140	\$68,365	\$143,930	\$64,475
2011-12	215,189	143,118	80,354	144,232	70,957
2012-13	222,281	157,176	74,374	148,614	73,667
2013-14	231,213	179,749	61,807	158,495	72,718
2014-15	241,753	180,633	72,626	165,553	76,200
2015-16	266,704	177,914	101,586	169,976	96,728
2016-17	286,950	197,718	103,468	179,689	107,261
2017-18	297,603	211,367	101,992	190,451	107,152
2018-19	310,719	225,466	102,636	205,016	105,703

<u>PERS</u>					
<u>Fiscal Year</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets (MVA)</u>	<u>Unfunded Liability (MVA)</u>	<u>Value of Trust Assets (AVA)⁽³⁾</u>	<u>Unfunded Liability (AVA)⁽³⁾</u>
2010-11	\$58,358	\$45,901	\$12,457	\$51,547	\$6,811
2011-12	59,439	44,854	14,585	53,791	5,648
2012-13	61,487	49,482	12,005	56,250	5,237
2013-14	65,600	56,838	8,761	-- ⁽⁴⁾	-- ⁽⁴⁾
2014-15	73,325	56,814	16,511	-- ⁽⁴⁾	-- ⁽⁴⁾
2015-16	77,544	55,785	21,759	-- ⁽⁴⁾	-- ⁽⁴⁾
2016-17	84,416	60,865	23,551	-- ⁽⁴⁾	-- ⁽⁴⁾
2017-18	92,071	64,846	27,225	-- ⁽⁴⁾	-- ⁽⁴⁾
2018-19 ⁽⁵⁾	99,528	68,177	31,351	-- ⁽⁴⁾	-- ⁽⁴⁾

(1) Amounts may not add due to rounding.

(2) Reflects market value of assets, including the assets allocated to the SBPA reserve. Since the benefits provided through the SBPA are not a part of the projected benefits included in the actuarial valuations summarized above, the SBPA reserve is subtracted from the STRS Defined Benefit Program assets to arrive at the value of assets available to support benefits included in the respective actuarial valuations.

(3) Reflects actuarial value of assets.

(4) Effective for the June 30, 2014 actuarial valuation, PERS no longer uses an actuarial value of assets.

(5) On April 21, 2020, the PERS Board (defined below) approved the K-14 school district contribution rate for fiscal year 2020-21 and released certain actuarial information to be incorporated into the June 30, 2019 actuarial valuation to be released in the latter half of 2020.

Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2010, through June 30, 2015) (the “2017 Experience Analysis”), on February 1, 2017, the STRS Board adopted a new set of actuarial assumptions that reflect member’s increasing life expectancies and current economic trends. These new assumptions were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2016 (the “2016 STRS Actuarial Valuation”). The new actuarial assumptions include, but are not limited to: (i) adopting a generational mortality methodology to reflect past improvements in life expectancies and provide a more dynamic assessment of future life spans, (ii) decreasing the investment rate of return (net of investment and administrative expenses) to 7.25% for the 2016 STRS Actuarial Valuation and 7.00% for the June 30,

2017 actuarial evaluation (the “2017 STRS Actuarial Valuation”), and (iii) decreasing the projected wage growth to 3.50% and the projected inflation rate to 2.75%.

Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2015, through June 30, 2018) (the “2020 Experience Analysis”), on January 31, 2020, the STRS Board adopted a new set of actuarial assumptions that were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2019 (the “2019 STRS Actuarial Valuation”). While no changes were made to the actuarial assumptions discussed above, which were established as a result of the 2017 Experience Analysis, certain demographic changes were made, including: (i) lowering the termination rates to reflect a continued trend of lower than expected teachers leaving their employment prior to retirement, and (ii) adopting changes to the retirement rates for both employees hire before the Implementation Date and after the Implementation Date to better reflect the anticipated impact of years of service on retirements. The 2019 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

Based on salary increases less than assumed, additional State contributions, and actuarial asset gains recognized from the current and prior years, the 2019 STRS Actuarial Valuation reports that the unfunded actuarial obligation decreased by \$1.5 billion since the 2018 STRS Actuarial Valuation and the funded ratio increased by 2.0% to 66.0% over such time period.

According to the 2019 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2046 of 99.9%, except for a small portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990, for which AB 1469 provides no authority to the STRS Board to adjust rates to pay down that portion of the unfunded actuarial obligation. This finding reflects the scheduled contribution rate increases directed by statute, assumes additional increases in the scheduled contribution rates allowed under the current law will be made, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption and includes the \$1.117 billion State contribution made in July 2019 pursuant to SB 90.

The actuary for the STRS Defined Benefit Program notes in the 2019 STRS Actuarial Report that, since such report is dated as of June 30, 2019, the significant declines in the investment markets that have occurred in the first half the 2020 calendar year are not directly reflected in the 2019 STRS Actuarial Report. The actuary notes that such declines will almost certainly impact the future of the STRS Defined Benefit Program funding, and that, all things being equal, it is expected that the actuarial valuation for the fiscal year ending June 30, 2020 will show a greater increase in the projected State contribution rate (and possibly the employer rate) and a possible decline in the funded ratio. See “RISK FACTORS – Considerations Regarding COVID-19” herein.

In recent years, the PERS Board of Administration (the “PERS Board”) has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board voted to lower the PERS’ rate of expected price inflation and its investment rate of return (net of administrative expenses) (the “PERS Discount Rate”) from 7.75% to 7.5%. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%. On November 17, 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS Discount Rate by establishing a mechanism whereby such rate is reduced by a minimum of 0.05% to a maximum of 0.25% in years when investment returns outperform the existing PERS Discount Rate by at least four percentage points. On December 21, 2016, the PERS Board voted to lower the PERS Discount Rate to 7.0% over a three year phase-in period in accordance with the following schedule: 7.375% for the June 30, 2017 actuarial valuation, 7.25% for the June 30, 2018

actuarial valuation and 7.00% for the June 30, 2019 actuarial valuation. The new discount rate went into effect July 1, 2017 for the State and July 1, 2018 for K-14 school districts and other public agencies. Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on December 20, 2017, the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.625% for the June 30, 2018 actuarial valuation and to 2.50% for the June 30, 2019 actuarial valuation, (ii) lowering the payroll growth rate to 2.875% for the June 30, 2018 actuarial valuation and 2.75% for the June 30, 2019 actuarial valuation, and (iii) certain changes to demographic assumptions relating to the salary scale for most constituent groups, and modifications to the morality, retirement, and disability retirement rates.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

On April 21, 2020, the PERS Board established the employer contribution rates for 2020-21 and released certain information from the Schools Pool Actuarial Valuation as of June 30, 2019, ahead of its release date in the latter half of 2020. From June 30, 2018 to June 30, 2019 the funded status for the Schools Pool decreased by 1.9% (from 70.4% to 68.5%); mainly due to the reduction in the discount rate from 7.25% to 7.00% and investment return in 2018-19 being lower than expected. The funded status as of June 30, 2019 does not reflect the State's additional payment of \$660 million that was made pursuant to SB 90, since PERS received the payment in July 2019. PERS attributes the decline in the funded status

over the last five years to recent investment losses in excess of investment gains, adoption of new assumptions, both demographic and economic, lowering of the discount rate, and negative amortization. Assuming all actuarial assumptions are realized, including investment return of 7% in fiscal year 2019-20, that no changes to assumptions, methods of benefits will occur during the projection period, along with the expected reductions in normal cost due to the continuing transition of active members from those employees hired prior to the Implementation Date (defined below), to those hired after such date, the contribution rate was projected to increase annually, resulting in a projected 26.2% employer contribution rate for fiscal year 2026-27. As of the April 21, 2020, PERS reported that the year to date return for the 2019-20 fiscal year was well below the 7% assumed return.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under AB 1469. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

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 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 ("Statements") with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government's balance sheet (currently, such unfunded liabilities are typically included as notes to the government's financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to

GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

Post-Employment Benefits

Each of the Districts provide certain post-employment medical, dental and/or vision insurance benefits (also known as “OPEBs”) to eligible retirees thereof and, in certain instances, their spouses, in accordance with their respective labor contracts. All of these agreements place limits on the costs to the Districts to provide these benefits and term for which benefits are provided to retirees.

GASB Statement Nos. 74 and 75. On June 2, 2015, GASB approved Statements Nos. 74 and 75 (each, “GASB 74” and “GASB 75”) with respect to pension accounting and financial reporting standards for public sector post-retirement benefit programs and the employers that sponsor them. GASB 74 replaces GASB Statements No. 43 and 57 and GASB 75 replaces GASB 45.

Most of GASB 74 applies to plans administered through trusts, contributions in which contributions are irrevocable, trust assets are dedicated to providing other post –employment benefits to plan members and trust assets are legally protected from creditors. GASB Statements No. 74 and No. 75 will require a liability for OPEB obligations, known as the Net OPEB Liability, to be recognized on the balance sheet of the plan and the participating employer’s financial statements. In addition, an OPEB expense (service cost plus interest on total OPEB liability plus current-period benefit changes minus member contributions minus assumed earning on plan investments plus administrative expenses plus recognition of deferred outflows minus recognition of deferred inflows) will be recognized in the income statement of the participating employers. In the notes to its financial statements, employers providing other post-employment benefits will also have to include information regarding the year-to-year change in the Net OPEB Liability and a sensitivity analysis of the Net OPEB Liability to changes in the discount rate and healthcare trend rate. The required supplementary information will also be required to show a 10-year schedule of the plan’s net OPEB liability reconciliation and related ratios, and any actuarially determined contributions and investment returns.

Under GASB 74, the measurement date must be the same as the plan’s fiscal year end, but the actuarial valuation date may be any date up to 24 months prior to the measurement date. For the Total OPEB Liability, if the valuation date is before the measurement date, the results must be projected forward from the valuation date to the measurement date using standard actuarial roll-forward techniques. For plans that are unfunded or have assets insufficient to cover the projected benefit payments, a discount rate reflecting a 20-year tax-exempt municipal bond yield or index rate must be used. For plans with assets that meet the GASB 74 requirements, a projection of the benefit payments and future Fiduciary Net Position is performed based on the funding policy and assumptions of the plan, along with the methodology specified in GASB. The Fiduciary Net Position measures the value of trust assets, adjusted for payees and receivables.

GASB No. 74 has an effective date for plan fiscal years beginning after June 15, 2016, and was first recognized the financial statements for each of the Districts for fiscal year 2016-17. GASB Statement No. 75 has an effective date for employer fiscal years beginning after June 15, 2017, and the Districts first recognized GASB No. 75 in their financial statements for fiscal year 2017-18.

For more information regarding each District's accrued liability with respect to OPEBs, see APPENDIX J – "SELECTED FINANCIAL AND DEMOGRAPHIC INFORMATION REGARDING THE PARTICIPATING DISTRICTS – Post-Employment Benefits."

Financial Information

District audited and budgeted financial information for each District are included in APPENDIX B – "DISTRICT FINANCIAL INFORMATION." Certain other general and financial information regarding the Districts is included in APPENDIX J.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING TAXES AND APPROPRIATIONS

Article XIII A of the California Constitution

On June 6, 1978, the 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 one percent of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978 and (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. 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. Determined in this manner, the "full cash value" is also referred to as the "base year value." The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (i) on any indebtedness approved by the voters prior to July 1, 1978, or (ii) as the result of an amendment approved by State voters on July 3, 1986, on any bonded indebtedness approved by two-thirds of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (iii) 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% or more of the votes cast of the proposition, but only if certain accountability measurers are included in the proposition. In addition, Article XIII A requires the approval of two-thirds of all members of the State legislature to change any State taxes for the purpose of increasing tax revenues.

Property Tax Ballot Measures. On May 29, 2020, a proposed voter initiated ballot initiative became eligible and subsequently qualified for the November 2020 Statewide ballot (the “Proposition 15”). If approved by a majority of voters casting a ballot at the November 2020 Statewide election, Proposition 15 would amend Article XIII A such that the “full cash value” of commercial and industrial real property, for each lien date, would be equal to the fair market value of that property. If approved, Proposition 15 would not affect the “full cash value” of residential property, real property used for commercial agricultural production, or commercial and industrial real property with combined value of \$3 million or less, which would continue to be subject to annual increases not to exceed 2%. In addition, Proposition 15 would eliminate the business tangible personal property tax on equipment and fixtures for small businesses and provide a \$500,000 per year exemption for all other businesses. After compensating the State General Fund for resulting reductions in State personal income tax and corporate tax revenues, and compensating cities, counties and special districts for the cost of implementing Proposition 15, approximately 40% of the remaining additional tax revenues generated as a result of Proposition 15 would be deposited into a fund created pursuant to Proposition 15 called the Local School and Community College Property Tax Fund, with such funds being used to supplement, and not replace, existing funding school districts and community college districts receive under the State’s constitutional minimum funding requirement. With respect to the tax revenues deposited into the Local School and Community College Property Tax Fund, 11% would be allocated by the Board of Governors of the California Community Colleges to community college districts and 89% of such tax revenues would be allocated by the Superintendent of Public Instruction to school districts, charter schools and county offices of education.

On July 1, 2020, a legislatively referred constitutional amendment was filed with the Secretary of State and subsequently qualified for the November 2020 Statewide ballot (“Proposition 19”). If approved by a majority of voters casting a ballot at the November 2020 Statewide election, Proposition 19 would amend Article XIII A to: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) dedicate most of the potential new State revenue generated from Proposition 19 toward fire protection.

The District cannot predict whether either Proposition 15 or Proposition 19 will be approved by a majority of voters casting a ballot. If approved, the District cannot make any assurance as to what effect the implementation of either Proposition 15 or Proposition 19 will have on District revenues or the assessed valuation of real property in the District.

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, the Districts 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.

That portion of annual property tax revenues generated by increases in assessed valuations within each tax rate area within a county, claims on tax increment and subject to changes in organizations, if any, of affected jurisdictions, is allocated to each jurisdiction within the tax rate area in the same proportion that the total property tax revenue from the tax rate area for the prior year was allocated to such jurisdictions.

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 District continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Unitary Property

Some amount of property tax revenue of each participating 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 State Board of Equalization (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 Districts) according to statutory formulae generally based on the distribution of taxes in the prior year. To the extent a District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s financing formula for community college districts. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues.”

Article XIII B of the California Constitution

Article XIII B of the State Constitution (“Article XIII B”), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, community college 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. As amended, Article XIII B defines

(a) “change in the cost of living” with respect to school districts and community college districts (collectively, “K-14 school districts”) to mean the percentage change in California per capita income from the preceding year, and

(b) “change in population” with respect to K-14 school districts to mean the percentage change in the average daily attendance (or FTES) of such district from the preceding fiscal year.

For fiscal years beginning on or after December 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 pursuant to 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 XIIB 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.

Article XIIB also includes a requirement that fifty percent 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 pursuant to Section 8.5 of Article XVI of the State Constitution. See “—Propositions 98 and 111” below.

Article XIIC and Article XIID 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 XIIC and XIID (respectively, “Article XIIC” and “Article XIID”), which contain a number of provisions affecting the ability local taxing agencies 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 XIIC 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 community college districts from levying general taxes, and prohibits such agencies 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 XIIC 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. 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.

The Districts do not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. They do, however, receive a portion of the basic one percent *ad valorem* property tax levied and collected by the Counties pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the Districts, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the Districts thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the Districts.

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 were modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changed 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-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, or (b) the amount actually appropriated to such districts from the State 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 changed how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount, instead of being returned to taxpayers, are transferred to K-14 school districts. Any such transfer to K-14 school districts is excluded from the appropriations limit for K-14 school districts, and the K-14 school district appropriations limit for the next year is automatically 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 XIII B 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.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State’s budgets in a different way than is proposed in the Governor’s Budget.

Proposition 111

On June 5, 1990, the voters of California approved the “Traffic Congestion Relief and Spending Limitation Act of 1990 (“Proposition 111”), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

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

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B 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 student attendance.
- b. 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 is 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 districts’ minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the K-14 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.

- c. Exclusions from Spending Limit. Two new exclusions were added to the calculation of appropriations which are subject to the Article XIII B spending limit: (i) all appropriations for "qualified capital outlay projects" as defined by the Legislature, and (ii) any increases in gasoline taxes above the current nine cents per gallon level, 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.
- d. 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.
- e. 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) a certain percentage of State general fund revenues (Test 1) 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 (Test 2). Under Proposition 111, schools and community colleges will receive the greater of (1) Test 1, (2) Test 2, or (3) a Test 3, which will replace Test 2 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. Under Test 3, schools and community colleges 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 Test 3 is used in any year, the difference between Test 3 and Test 2 will become a "credit" to schools and community colleges (also referred to as a "maintenance factor" which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends 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-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. 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 amends 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, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on State transportation bonds, to borrow or change the distribution of State fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for State mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the LAO on July 15, 2010, the reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1 percent of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution 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.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to State statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by a District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to a District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal

law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 55

The California Children’s Education and Health Care Protection Act of 2016 (also known as “Proposition 55”) is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends, through 2030, the increases to personal income tax rates for high-income taxpayers that were approved as part of Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”). Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,001 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the personal income tax increases will be included in the calculation of the Proposition 98 Minimum Funding Guarantee (defined herein) for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING TAXES AND APPROPRIATIONS – Proposition 98” and “—Proposition 111” herein. From an accounting perspective, the revenues generated from the personal income tax increases are being 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 board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 2

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as “Proposition 2”). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State’s Budget Stabilization Account (the “BSA”) established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, and beginning in Fiscal Year 2020-21 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State general fund revenues (the “Annual BSA Transfer”). Supplemental transfers to the BSA (a “Supplemental BSA Transfer”) are also required in any fiscal year in which the estimated State general fund revenues that are allocable to capital gains taxes exceed 8% of total estimated general fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State general fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the

10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15 year period ending with the 2029-30 fiscal year, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers the BSA, nor does the Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State general fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would be otherwise paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for ADA growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for ADA growth and cost of living.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 46, 39, 22, 26 and 30 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the Districts or the Districts’ ability to expend revenues. The nature and impact of these measures cannot be anticipated by the Districts.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, San Francisco, California, Special Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Special Counsel, interest on the Notes represented by the Note Participations is exempt from State of California personal income tax.

Special Counsel's opinion as to the exclusion from gross income of interest on the Notes represented by the Note Participations is based upon certain representations of fact and certifications made by the Authority, the Districts and others and is subject to the condition that the Authority and the Districts comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Notes to assure that interest on the Notes will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest on the Notes represented by the Note Participations to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Note Participations. The Districts have covenanted to comply with all such requirements.

Although Special Counsel has rendered an opinion that interest on the Notes represented by the Note Participations is excluded from gross income for federal income tax purposes provided that the Districts continue to comply with certain requirements of the Code, the ownership of the Note Participations and the accrual or receipt of interest with respect to the Note Participations may otherwise affect the tax liability of certain persons. Special Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Notes represented by the Note Participations, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Note Participations.

SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE NOTE PARTICIPATIONS, THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OR THE MARKET VALUE OF THE NOTE PARTICIPATIONS. LEGISLATIVE CHANGES HAVE BEEN PROPOSED IN CONGRESS, WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME TAX BEING IMPOSED ON CERTAIN OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE NOTE PARTICIPATIONS. THE INTRODUCTION OR ENACTMENT OF ANY OF SUCH CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE NOTE PARTICIPATIONS. NO ASSURANCE CAN BE GIVEN THAT, SUBSEQUENT TO THE ISSUANCE OF THE NOTE PARTICIPATIONS, SUCH CHANGES (OR OTHER CHANGES) WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE NOTE PARTICIPATIONS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE NOTE PARTICIPATIONS.

The amount by which a Owner's original basis for determining gain or loss on the sale or exchange of a Note Participation (generally the purchase price) exceeds the amount payable on maturity constitutes amortizable premium which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Owner's basis in the Note Participation (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a

result of the amortization of bond premium may result in an Owner realizing a taxable gain when the Note Participation is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Note Participation to the Owner. Purchasers should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Note Participations will be selected for audit by the IRS. It is also possible that the market value of the Note Participations might be affected as a result of such an audit (or by an audit of similar obligations).

Special Counsel’s opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Special Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Special Counsel expresses no opinion as to the effect on the exclusion from gross income of interest on the Notes represented by the Note Participations for federal income tax purposes with respect to any Note Participation if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

A copy of the proposed form of opinion of Special Counsel is attached hereto as APPENDIX G. Special Counsel expresses no opinion therein on the accuracy, completeness or sufficiency of this Official Statement or other offering material related to the Note Participations.

LITIGATION

Districts

There is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the execution or delivery of the Note Participations, the Trust Agreement or the Notes or in any way contesting or affecting the validity of the foregoing or, any action of the Districts taken with respect to any of the foregoing.

There is no litigation pending or, to the knowledge of the respective Districts, threatened, questioning the existence of the Districts, or the title of the officers of the respective Districts to their respective offices, or the power and authority of the Districts to issue and deliver the Notes or the Trustee to execute and deliver the related Note Participations.

The Authority

There is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the execution or delivery of the Note Participations, the Trust Agreement or the Notes or in any way contesting or affecting the validity of the foregoing or, any action of the Authority taken with respect to any of the foregoing.

There is no litigation pending or, to the knowledge of the Authority, threatened, questioning the existence of the Authority, or the title of the officers of the Authority to their respective offices, or the power and authority of the Districts to issue and deliver the Notes or the Trustee to execute and deliver the related Note Participations.

RATING

Standard & Poor’s Rating Service, a Standard & Poor’s Financial Services, LLC business (“S&P”) has assigned a rating of “___” to the Note Participations and the Notes. The Districts supplied certain information to S&P to be considered in evaluating the Note Participations. The ratings reflect

only the view of S&P, and any explanation of the significance of such rating on the Note Participations should be obtained from S&P. Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agency issuing such ratings if, in its judgment, circumstances so warrant. The Authority undertakes no responsibility to oppose any downward revision or withdrawal of the ratings. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Note Participations.

UNDERWRITING

Morgan Stanley & Co. LLC (the “Underwriter”) has contracted to purchase the Note Participations pursuant to a note participation purchase agreement (the “Purchase Agreement”) by and among the Underwriter and the Districts. The Underwriter has contracted to purchase the Note Participations at a purchase price of \$_____ (representing the principal amount of \$_____ plus net original issue premium of \$_____, and less the Underwriter’s discount of \$_____). The obligation of the Underwriter to make such purchases is subject to certain terms and conditions set forth in such Purchase Agreements.

The Underwriter may offer and sell Note Participations to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering price may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

Material Events Undertaking

Pursuant to the Trust Agreement, each of the Districts have agreed to give, or cause to be given, to the Municipal Securities Rulemaking Board (the “Repository”), in a timely manner, but in no event more than 10 days after the occurrence thereof, notice of the following “Listed Events” with respect to such District’s Note and the Note Participations: (1) principal and interest payment delinquencies; (2) defeasances; (3) tender offers, (4) rating changes; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB), (6) unscheduled draws on debt service reserves reflecting financing difficulties; (7) unscheduled draws on the credit enhancement reflecting financial difficulties; (8) substitution of credit or liquidity providers, or their failure to perform; (9) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule, as defined herein) of the District; or (10) 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.

The Districts have also agreed to give, or cause to be given, to the Repository, in a timely manner, but in no event more than 10 days after the occurrence thereof, notice of the following Listed Events, if deemed material pursuant to the terms of the Trust Agreement: (1) non-payment related defaults; (2) modifications to rights of Owners and beneficial owners of the Note Participations; (3) optional, contingent or unscheduled bond calls; (4) unless described by clause (5) of the preceding paragraph, material notices or determinations with respect to the tax status of the Note and the Note Participations, or other material events affecting the tax-exempt status of the Note and the Note Participations; (5) the consummation of a merger, consolidation, or acquisition involving a District or the sale of all or substantially all of the assets of such 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; (6) appointment of a successor or additional Trustee or

the change of name of such Trustee; (7) release, substitution or sale of property securing repayment of the Notes, if any; or (8) incurrence of a Financial Obligation of the District, 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 holders of the Note Participations.

For purposes of the foregoing, a “Financial Obligation” is defined to be (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the Repository consistent with the SEC Rule 15c2-12(b)(5) (the “Rule”)

These covenants have been made in order to assist the Underwriter in complying with Rule. The undertakings regarding material event disclosure set forth in the Trust Agreement may be amended, and any provision thereof may be waived, by written agreement of the parties thereto, without the consent of the Owners of the Note Participations (except to the extent required under clause (3)(ii) below), if all of the following conditions are satisfied: (1) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Participants or the type of business conducted thereby; (2) the undertakings therein as so amended or waived would, in the opinion of nationally recognized Special Counsel expert in federal securities laws addressed to the Districts and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (3) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of the Owners, or (ii) does not, in the opinion of the nationally recognized Special Counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, materially impair the interests of the owners of Note Participations; and (4) the Participants shall have delivered copies of such opinions and amendment to each Repository.

The Districts’ obligations under the Trust Agreement shall terminate upon the defeasance or payment in full of all of the Notes and the Note Participations. The undertakings in the Trust Agreement relating to continuing disclosure shall inure solely to the benefit of the Districts, the Trustee, the Dissemination Agent, the Underwriter and the Owners and Beneficial Owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

See also APPENDIX F – “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF THE TRUST AGREEMENT.”

Prior Continuing Disclosure Obligations

[TO COME].

CERTAIN LEGAL MATTERS

At the time of the delivery of the Note Participations, Stradling Yocca Carlson & Rauth, A Professional Corporation, San Francisco, California, Special Counsel, will deliver its final approving opinions in the forms set forth in APPENDIX G. Stradling Yocca Carlson & Rauth is also acting as Disclosure Counsel with respect to the execution and delivery of the Note Participations. A copy of such approving opinions will be available for delivery with each certificate representing a beneficial interest in the Note Participations. Certain legal matters will be passed upon for the Underwriter by

AUTHORIZATION AND APPROVAL

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 Authority or Districts and the purchasers or Owners of any of the Note Participations.

This Official Statement, and its distribution and use by the Underwriter, have been duly authorized and approved by and the Authority on behalf of itself and the Districts.

CALIFORNIA COMMUNITY COLLEGE
FINANCING AUTHORITY, on behalf
of itself and the Districts

By _____
Lisa Mealoy
Secretary and Board Member
Community College League of California

APPENDIX A

NOTE AMOUNT BY DISTRICT AND COVERAGE ANALYSIS

This Appendix contains tables listing the participating Districts, the principal amount of the Note being issued by each such District, the principal amount of the Note of such District as a percentage of the principal amount of the Note Participations, and projected note payment coverage for each District.

APPENDIX B
DISTRICT FINANCIAL INFORMATION

APPENDIX C

CASH FLOWS AND ALTERNATIVE CASH RESOURCES

This Appendix contains current and projected cash flows and a description of alternative cash resources for each District. The projected cash flow amounts are projections only; there can be no assurance that such projections will be realized. Further, investors should note that amounts shown as alternative cash resources for a District will not necessarily be available for the payment of the Note of such District.

APPENDIX D

REPAYMENT MONTHS, PERCENTAGES AND AMOUNTS

APPENDIX E

INVESTMENT OF NOTE PROCEEDS

This Appendix contains a description of each District's current intention with respect to the investment of its Note proceeds. There can be no assurance that the actual manner in which a District invests its Note proceeds will not differ from the manner in which such District currently anticipates it will invest such proceeds.

APPENDIX F

DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF TRUST AGREEMENT

The following is a brief summary of certain provisions of the legal documents related to the Note Participations which are not described in the Official Statement to which this Appendix is attached. This summary is not intended to be definitive and is qualified in its entirety by reference to the fully executed Trust Agreement and Note Resolutions for the complete terms thereof. Copies of the Trust Agreement and Note Resolutions are available upon request from the respective Local Agencies.

APPENDIX G

PROPOSED FORM OF SPECIAL COUNSEL OPINION

_____, 2020

Participants identified
in the Trust Agreement

\$ _____

*CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATIONS
SERIES A*

Ladies and Gentlemen:

We have acted as special counsel to various Districts (the “Participants”), in connection with the execution and delivery of (i) \$ _____ aggregate principal amount of the California Community College Financing Authority Tax and Revenue Anticipation Note Program Fiscal Year 2020-21 Note Participations, Series A (the “Note Participations”), evidencing and representing fractional and undivided interests in the tax and revenue anticipation notes (the “Notes”) issued by the Participants identified in the Trust Agreement (as hereinafter defined) and identified in the Official Statement, dated _____, 2020 (the “Official Statement”), relating to the Note Participations, and the debt service payments on the Notes to be made by the Participants. The Note Participations are executed and delivered pursuant a trust agreement, dated as of _____ 1, 2021, by and among Wilmington Trust, N.A. (the “Trustee”), the California Community College Financing Authority (the “Authority”) and the Participants (the “Trust Agreement”). Each Note is issued pursuant to and by authority of a resolution of each respective Participant, each passed and adopted (collectively, the “Resolutions”) under and by authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant’s “2020-2021 Tax and Revenue Anticipation Note.”

In connection with the execution and delivery of the Note Participations, we have reviewed the Trust Agreement, the Resolutions, the Notes, opinions of counsel to the Participants regarding issuance of the Notes by the Participants and the adoption, legality, validity and enforceability of the Resolutions, the Notes and other matters, the opinion of counsel to the Trustee, certificates of the Participants regarding tax and other matters (the “Certificates”), certificates of the Trustee, the Authority and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

Certain agreements, requirements and procedures contained or referred to in the Resolutions, the Certificates and other relevant documents may be changed and certain actions (including, without limitation, prepayment of the Note Participations) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to the effect on any Note or the tax-exempt status of the interest thereon, as evidenced and represented by the Note Participations, if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

It is possible that subsequent to the issuance of the Note Participations there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Note Participations or the market value of the Note Participations. No assurance can be given that subsequent to the issuance of the Note Participations such changes or interpretations will not occur.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Our engagement with respect to the Note Participations has concluded with their execution and delivery, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Participants. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolutions, the Trust Agreement and the Certificates, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest evidenced and represented by the Note Participations to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Resolutions, the Notes, the Trust Agreement and evidenced and represented by the Note Participations, and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities such as the Participants in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the official statement or other offering materials relating to the Notes or the Note Participations and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. Each Note constitutes the valid and binding obligation of the respective issuing Participant. The principal of and interest on each Note are secured by and payable from the Pledged Revenues (as that term is defined in the respective Resolution) of the issuing Participant and, to the extent not so paid, are payable from any other moneys of such Participant lawfully available therefore.

2. The Resolutions have been duly adopted by the Participants and each constitutes a valid and binding obligation of the respective Participant.

3. The Trust Agreement, assuming due authorization, execution and delivery by the Participants and the Trustee, constitutes the valid and binding obligations of, the respective Participants which are a party thereto.

4. The Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Trust Agreement.

5. Interest on the Notes paid by the Participants and received by the registered owners of the Note Participations is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. Interest is not a specific preference item for purposes of calculating the federal alternative minimum tax imposed on individuals. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of such interest represented by, the Note Participations.

Respectfully submitted,

STRADLING YOCCA CARLSON & RAUTH

APPENDIX H

THE BOOK-ENTRY ONLY SYSTEM

The information in this Appendix concerning The Depository Trust Company (“DTC”), New York, New York, and DTC’s book entry system has been obtained from DTC and neither the Districts, the Authority nor the Underwriter take any responsibility for the completeness or accuracy thereof. The Districts, the Authority and the Underwriter cannot and do not give any assurances 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 Note Participations, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Note Participations, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Note Participations, 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.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Note Participations. The Note Participations will be prepared in the form of 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 security certificate will be executed and delivered for each maturity of the Note Participations, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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 3.6 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. However, the information contained on such website is not incorporated herein by any reference.

Purchases of the Note Participations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Note Participations on DTC’s records. The ownership interest of each actual purchaser of each Security (“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 Note Participations 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 certificates representing their ownership interests in the Note Participations, except in the event that use of the book-entry system for the Note Participations is discontinued.

To facilitate subsequent transfers, all Note Participations 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 the Note Participations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Note Participations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Note Participations 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.

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 the Note Participations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Note Participations, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of the Note Participations may wish to ascertain that the nominee holding the Note Participations 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 notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Note Participations unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer 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 Note Participations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal and interest evidenced by the Note Participations 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 the Authority or the Trustee, 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), the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest evidenced by the Note Participations to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, 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.

THE AUTHORITY, THE DISTRICTS OR THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE

TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF NOTE PARTICIPATIONS FOR PREPAYMENT.

None of the Authority, the Districts or the Trustee can give any assurances that DTC, DTC Participants, Indirect Participants or others will distribute payments of principal of, premium, if any, and interest evidenced and represented by the Note Participations paid to DTC or its nominee, as the registered Owner, or any redemption or other notice, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement.

DTC may discontinue providing its services as depository with respect to the Note Participations at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note Participation certificates are required to be printed and delivered.

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

The information in this appendix concerning DTC and DTC's book-entry system has been obtained from sources that the Districts and the Authority believe to be reliable, but the Districts and the Authority take no responsibility for the accuracy thereof.

APPENDIX I

COUNTY TREASURY POOLS

The following information concerning the County pooled investment fund for each of the participating Districts (each, a "Treasury Pool") represents the most recent, publicly-available information provided by the respective Treasurer-Tax Collector, or comparable County officer (each, a "Treasurer"), of each respective County, and has not been verified by any of the Districts or the Underwriter. No representations is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Moreover, no District controls the investments made by its respective County Treasurer in its Treasury Pool, and each Treasury Pool will fluctuate by the amount invested and compositions of the investments during each fiscal year. Accordingly, the Districts cannot make representations regarding the security afforded by investments in their respective Treasury Pools.

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APPENDIX J

**SELECTED FINANCIAL AND DEMOGRAPHIC INFORMATION
REGARDING THE PARTICIPATING DISTRICTS**

Full Time Equivalent Students

The following table shows FTES figures for fiscal years 2018-19 through 2020-21 for each of the participating Districts.

**FULL TIME (FUNDED) EQUIVALENT STUDENTS⁽¹⁾
Fiscal Years 2018-19 through 2020-21**

<u>District</u>	<u>Fiscal Year 2018-19</u>	<u>Fiscal Year 2019-20</u>	<u>Fiscal Year 2020-21⁽²⁾</u>
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⁽¹⁾ One FTES is equivalent to 525 student contact hours, which is determined based on a State formula of one student multiplied by 15 weekly contact hours multiplied by 35 weeks. Accordingly, the number of FTES in each District may not equal the number of students enrolled in such District. Reflects resident FTES counts only. Non-resident FTES are generally excluded from State funding formula calculations.

⁽²⁾ Projected.

Source: The participating Districts

Labor Relations

Employees of the Districts, except supervisors, management and some part-time employees, are represented by the bargaining units noted below.

**BARGAINING UNITS
Participating Districts**

<u>District</u>	<u>Represented Employees</u>	<u>Expiration Date of Current Agreement</u>
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⁽¹⁾ Members of these bargaining units will work under the terms of their expiring labor agreements while new agreements are negotiated.

Source: The participating Districts.

CalSTRS and CalPERS

The following table shows the Districts' contributions to CalSTRS and CalPERS for fiscal year 2019-20 and 2020-21.

CALSTRS AND CALPERS CONTRIBUTIONS
Fiscal Year 2019-20 and 2020-21

<u>District</u>	<u>CalSTRS</u>		<u>CalPERS</u>	
	<u>Fiscal Year</u> <u>2019-20</u>	<u>Fiscal Year</u> <u>2020-21</u>	<u>Fiscal Year</u> <u>2019-20</u>	<u>Fiscal Year</u> <u>2020-21</u>

Source: The participating Districts

Assessed Valuation

The following table summarizes the assessed valuations of the participating Districts for fiscal years 2019-20 and 2020-21.

ASSESSED VALUATIONS⁽¹⁾
Fiscal Years 2019-20 and 2020-21

<u>District</u>	<u>Fiscal Year</u> <u>2019-20</u>	<u>Fiscal Year</u> <u>2020-21</u>	<u>%</u> <u>Change</u>
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⁽¹⁾ Includes local secured, utility and unsecured assessed valuations.
Source: California Municipal Statistics.

Post-Employment Benefits

The following table shows information with respect each District's post-employment benefit liabilities.

POST-EMPLOYMENT BENEFIT LIABILITIES
Fiscal Year 2020-21⁽¹⁾

<u>District</u>	<u>Most Recent Valuation Date</u>	<u>Total OPEB Liability</u>	<u>Fiduciary Net Position</u>	<u>Net OPEB Liability</u>	<u>2019-20 Contribution</u>
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⁽¹⁾ Reflects segregated assets, if any, actuarial accrued liability (gross of any segregated assets), and annual required contribution, all as of the most recent valuation date.

Source: The participating Districts.

Debt Profile

The following table summarizes outstanding long-term debt of each of the Districts, as of the fiscal year ending June 30, 2019.

**OUTSTANDING LONG-TERM DEBT
As of June 30, 2020**

<u>District</u>	<u>General Obligation Bonds</u> ⁽¹⁾	<u>Lease Obligations</u> ⁽²⁾	<u>Other Liabilities</u> ⁽³⁾	<u>Net OPEB Obligation/ (Asset)</u> ⁽⁴⁾
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⁽¹⁾ Includes, as applicable, bond anticipation notes and capital appreciation bonds, including compounded interest and amortized premium with respect thereto.

⁽²⁾ Includes, as applicable, general fund obligations such as certificates of participation, lease revenue bonds, equipment loans, capital leases and other loans.

⁽³⁾ Includes, as applicable, compensated absences, early retirement incentives, supplemental retirement plans, and vested leaves of absence (also known as “load banking”).

⁽⁴⁾ [TO COME].

Source: Participating Districts’ audited financial statements for fiscal year 2019-20.

TRUST AGREEMENT

by and between

WILMINGTON TRUST, N.A., as Trustee,

THE CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY

and

CERTAIN CALIFORNIA COMMUNITY COLLEGE DISTRICTS
NAMED HEREIN

with respect to

CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATIONS
SERIES A

Dated as of _____ 1, 2021

TRUST AGREEMENT

This Trust Agreement (the “Trust Agreement”), dated as of _____ 1, 2021, by and among Wilmington Trust, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (as defined herein), the California Community College Financing Authority, a public entity of the State of California, created pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the “Authority”), and the community college districts named in Schedule I hereto, or their successor or assigns (each, a “Local Agency” or collectively the “Local Agencies”), as originally executed and entered into and as it may from time to time be amended or supplemented in accordance herewith;

W I T N E S S E T H:

WHEREAS, the Local Agencies have determined to simultaneously issue Tax and Revenue Anticipation Notes (individually, a “Note,” and collectively, the “Notes”) all having the same maturity date and in the respective principal amounts set forth in Schedule I hereto, and to deposit the Notes with the Trustee and participate in the California Community College Financing Authority Tax and Revenue Anticipation Note Program (the “Program”); and

WHEREAS, each Local Agency is a participant in the Program; and

WHEREAS, each Local Agency participating in the Program desires to have its Note marketed together with certain Notes issued by other Local Agencies as a series of Note Participations (defined herein) participating in the Program in order to achieve a lower net interest cost and lower costs associated with issuing its Note; and

WHEREAS, each Local Agency has designated the Trustee to act as its trustee with respect to the funds received by the Local Agency from the sale of its Note and with respect to the moneys paid by the Local Agency in satisfaction of its Note; and

WHEREAS, each Local Agency participating in the Program has executed a Pricing Confirmation (defined herein), confirming the sale to the Purchaser (defined herein) of its Note and the Note Participations which evidence and represent proportionate and undivided interests in its Note and the Notes issued simultaneously by the other Local Agencies; and

WHEREAS, each Local Agency participating in the Program has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of the Trust Agreement, the Note Participations; and

WHEREAS, the Trustee, pursuant hereto accepts the deposits of the Notes by the Local Agencies; and

WHEREAS, in consideration of such deposits and the execution and entering into of the Trust Agreement, the Trustee has agreed to execute and deliver the Note Participations, as more fully described herein, in an aggregate principal amount equal to the aggregate principal amount of the Notes, each evidencing and representing a proportionate, undivided interest in such Notes; and

WHEREAS, the issuance of the Notes and the approval of the execution and delivery of the Trust Agreement and the Note Participations have been in all respects duly and validly authorized by the governing boards of the Local Agencies pursuant to the Note Resolutions (defined herein); and

WHEREAS, the Note Participations and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit A, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby, and the text of such Note Participation shown as appearing on the back of such Note Participation may be inserted on the front thereof in place of the paragraph referring to such text; and

WHEREAS, the Trustee has accepted the trust created by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Trust Agreement, and delivery of the Note Participations do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Note Participations and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authority” has the meaning assigned in the recitals hereto.

“Authorized Authority Representative” means the Executive Director, the President, Treasurer or the Secretary of the Authority and any member of the Governing Board of the Authority.

“Authorized Denomination” means \$5,000 or any multiple thereof.

“Authorized Local Agency Representative” means the person or persons designated as such in the Local Agency Note Resolution or any other person at the time designated to act on behalf of such Local Agency by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such Local Agency by an Authorized Local Agency Representative.

“Business Day” means any day except Saturday, Sunday or any day on which banks located in the city in which the Designated Office of the Trustee is located are required or authorized to remain closed.

“Certificate” or “Request” with respect to a Local Agency means an instrument in writing signed by an Authorized Local Agency Representative on behalf of such Local Agency, or an instrument in writing signed by an Authorized Local Agency Representative, and with respect to the Authority means an instrument in writing signed on behalf of the Authority by an Authorized Authority Representative or other person at the time designated to act on behalf of the Authority by written certificate furnished to the Trustee.

“Code” means the Internal Revenue Code of 1986 and the regulations issued or applicable thereunder.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to a Local Agency or the Authority and related to the authorization, execution and delivery of the Notes and the related sale of the Note Participations, including, but not limited to, costs of preparation and reproduction and delivery of documents, filing and recording fees, fees and charges of the Authority and the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Note Participations and any other costs, charges or fees in connection with the original execution and delivery of the Note Participations and the issuance of the Notes.

“Costs of Issuance Fund” means the fund by that name established in Section 3.02 for the payment of Costs of Issuance associated with the Note Participations.

“Defaulted Note” means a Note any of the principal of or interest on which is not paid when due.

“Default Rate” means the rate of interest per annum payable with respect to the outstanding portion of each Defaulted Note, which rate shall equal the Note Rate.

“Designated Office of the Trustee” means the corporate trust office of the Trustee, which, for the Trustee initially appointed hereunder, is located in Costa Mesa, California, *provided* that a different office may be designated by the Trustee in writing to the Authority.

“Local Agency” or “Local Agencies” has the meaning assigned in the recitals hereto.

“Interest Fund” means the fund by that name established in Section 3.02 for the payment of interest with respect to the Note Participations.

“Interest Payment Date” means the Maturity Date.

“Maturity Date” means _____, 2021.

“Moody’s” means Moody’s Investors Service, a corporation duly organized and existing under any by virtue of the laws of the State of Delaware, and its successors and assigns.

“Note Participation Payment Fund” means the fund by that name established in Section 3.02, into which the Trustee, pursuant to Section 5.01, shall deposit all principal and interest payments received by the Local Agencies.

“Note Participations” means the \$_____ California Community College Financing Authority Tax and Revenue Anticipation Note Program Fiscal Year 2020-21 Note Participations, Series A, as authorized hereby and at any time Outstanding hereunder that are executed and delivered by the Trustee under and pursuant to Article II.

“Note Payment Deposit Date” means _____, 2021.

“Note Rate” means the stated rate of interest payable on the Notes.

“Note Resolutions” means the respective resolutions adopted by the boards of trustees of the Local Agencies authorizing the issuance of the Notes and approving the execution and delivery of this Trust Agreement and the Note Participations.

“Notes” has the meaning assigned in the recitals hereto.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed by the Authority.

“Outstanding,” when used as of any particular time with reference to Note Participations, means (subject to the provisions of Section 9.02) all Note Participations except —

- (1) Note Participations cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Note Participations paid or deemed to have been paid within the meaning of Section 10.01; and
- (3) Note Participations in lieu of or in exchange or substitution for which other Note Participations shall have been executed and delivered by the Trustee hereunder.

“Owner” means the registered owner of any Outstanding Note Participation.

“Payment Account Deposit Certification” means a certification of the Local Agency in the form set forth in Exhibit C hereto that the deposit required to be made to the Payment Account pursuant to the Note Resolution has been made.

“Payment Accounts” means the payment accounts created by the Local Agencies pursuant to the Note Resolutions.

“Payment Subaccount” means any subaccounts held on behalf of the Local Agencies by the Trustee in any of the Note Participation Payment Fund.

“Permitted Investments” means any of the following to the extent then permitted by law:

1. (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

(b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Obligations of instrumentalities or agencies of the United States of America. These are specifically limited to:
 - Federal Home Loan Mortgage Corporation (FHLMC) Participation Certificates (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts) Debt Obligations
 - Federal Home Loan Banks (FHL Banks) Consolidated debt obligations
 - Federal National Mortgage Association (FNMA) (i) Debt Obligations and (ii) Mortgage backed securities (excluding stripped mortgage securities-which are purchased at prices exceeding their principal amounts).

Book entry securities listed in 1 and 2 above must be held in a trust account with the Federal Reserve Bank or with a clearing corporation or chain of clearing corporations which has an account with the Federal Reserve Bank.

3. Federal Housing Administration debentures.
4. Commercial paper, payable in the United States of America, having original maturities of not more than 92 days and which are rated "A+" by S&P and "Prime-1" by Moody's.
5. Interest bearing demand or time deposits issued by state banks or trust companies, savings and loan associations, federal savings banks or any national banking associations, the deposits of which are insured by the Bank Insurance Fund (BIF) or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation (SAIF) or any successors thereto. These deposits: (a) must be continuously and fully insured by BIF or SAIF, or (b) must have maturities of less than 366 days and be deposited with banks the short term obligations of which are rated "A+" by S&P and "Prime-1" by Moody's.
6. Money market mutual funds or portfolios investing in short-term US Treasury securities rated "AAAm" or "AAAm-G" by S&P and "Aaa" by Moody's, including

those which the Trustee and its affiliates or subsidiaries provide advisory or management services.

7. Investment agreements which are with investment institutions, or with a financial entity whose obligations are guaranteed or insured by a financial entity, having long-term obligations which are rated "AA" or higher by S&P and "Aa" or higher by Moody's as to long term instruments and which are approved by S&P and Moody's; provided that if such rating falls below "AA-" or "Aa3," by S&P or Moody's, respectively, the investment agreement shall require the Trustee to replace such financial institution or shall provide for the investment agreement to be collateralized at levels and under such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach).
8. The Local Agency Investment Fund administered by the State of California.
9. Shares of beneficial interests in investments purchased by the Investment Trust of California, doing business as *CalTRUST*, a joint powers authority created pursuant to Section 6509.7 of the California Government Code.
10. For each Local Agency, the county-administered investment pool in which such Local Agency invests its general fund monies.

"Pledged Revenues" means those certain Unrestricted Revenues of each Local Agency identified in the respective Pricing Confirmation and which, pursuant to such Local Agency's Note Resolution, have been pledged as security for the payment of principal of and interest on such Local Agency's Note.

"Pricing Confirmation" means that certain Pricing Confirmation of each Local Agency attached to the Purchase Agreement, as agreed and accepted by the Local Agencies.

"Principal Fund" means the fund by that name established in Section 3.02 for the payment of principal with respect to the Note Participations.

"Principal Payment Date" means the date on which principal evidenced and represented by the Note Participations becomes due and payable, being the Maturity Date.

"Proceeds Fund" means the fund by that name established in Section 3.02 for the payment of principal with respect to the Note Participations.

"Program" has the meaning assigned in the recitals hereto.

"Purchase Agreement" means that certain note participation purchase agreement by and between each of the respective Local Agencies and the Purchaser relating to the Notes and the Note Participations.

"Purchaser" means the original purchaser of the Note Participations evidencing and representing interests in the Notes.

“Rating Agency” means each national rating agency then maintaining a rating on the Note Participations.

“Repayment Month” means those months identified as pledge months in the Purchase Agreements executed by each Local Agency.

“S&P” means Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business.

“Trust Agreement” has the meaning assigned in the recitals hereto.

“Trustee” means Wilmington Trust, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, or any other bank or trust company at its principal corporate trust office which may at any time be substituted in its place as Trustee as provided in Section 8.02.

“Unrestricted Revenues” means taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other monies of each Local Agency (including monies deposited in inactive or term deposits, but excepting certain monies encumbered for a special purpose), received in or accrued to each Local Agency’s 2020-21 Fiscal Year, and lawfully available for the payment of such Local Agency’s Note.

SECTION 1.02. Equal Security. In consideration of the acceptance of the Note Participations by the Owners, the Trust Agreement shall be deemed to be and shall constitute a contract among the Trustee, the Local Agencies and the Owners to secure the full and final payment of the interest and principal evidenced and represented by the Note Participations, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to benefit, protection or security of any Note Participations over any other Note Participations by reason of the number or date thereof or the time of execution or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

SECTION 2.01. Preparation of Note Participations. The Trustee is hereby authorized and directed to authenticate the Note Participations in the aggregate principal amount of \$_____. The Note Participations evidence and represent proportionate and undivided interest in the aggregate principal amount of the Notes. The Note Participations shall be initially delivered in the form of one series of Note Participations and shall be registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York (“DTC”). The Local Agencies hereby authorize the Trustee to execute a letter of representations to be delivered to DTC in connection with the delivery of the Note Participations (the “Representation Letter”).

Each Local Agency participating in the Program is the Local Agency of its Note which, when combined with the Notes of the other Local Agencies, shall be evidenced by the Note

Participations, such that the Note Participations shall represent a proportionate and undivided interest in Notes. Each Local Agency participating in the Program is severally, and not jointly, liable on the Note Participations, in the proportion that the face amount of such Local Agency's Note bears to the total aggregate face amount of the Notes. Each Local Agency has, pursuant to its Note Resolution, authorized and directed the Trustee on behalf of that Local Agency to prepare and execute the Note Participations and to deliver the Note Participations to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

SECTION 2.02. Denominations, Medium, Method and Place of Payment and Dating of Note Participations. The Note Participations shall be prepared in the form of fully registered Note Participations in Authorized Denominations. The interest and principal evidenced and represented by the Note Participations shall be payable in lawful money of the United States of America. The interest evidenced and represented by the Note Participations shall be payable on each Interest Payment Date, and the principal evidenced and represented by the Note Participations shall be payable on the Principal Payment Date upon surrender thereof by the respective Owners thereof at the Designated Office of the Trustee. The Trustee may treat the Owner of any Note Participation as the absolute owner of such Note Participation for all purposes, whether or not such Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by such Note Participation shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by such Note Participation to the extent of the sum or sums so paid. All Note Participations paid pursuant to the provisions of this section shall be cancelled and destroyed by the Trustee and shall not be redelivered and a certificate of destruction shall be delivered to the Purchaser.

The Note Participations shall be dated the date of initial execution and delivery thereof and shall evidence and represent principal of the Notes, and interest accrued thereon from such date.

The "Record Date" for purposes of determining ownership of Note Participations on the Registration Books maintained by the Trustee shall be the Business Day immediately preceding each Interest Payment Date on the Note Participations.

SECTION 2.03. Terms of the Note Participations. The Note Participations shall have the Principal Payment Date of _____, 2021 and shall evidence and represent proportionate, undivided interests in the aggregate principal of the Notes in the amount of \$_____ with interest thereon at the rate of _____% per annum and a yield to maturity of _____%.

The interest evidenced and represented by the Note Participations shall become due and payable on the Interest Payment Date, and shall be in an amount equal to the interest payments becoming due and payable on the Notes on the Interest Payment Date. The interest payable on the Notes and evidenced and represented by the Note Participations shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The principal evidenced and represented by the Note Participations shall become due and payable on the Principal Payment Date, without option of prepayment and shall be in an amount equal to the principal becoming due and payable on the Notes on the Principal Payment Date.

SECTION 2.04. Form of Note Participations. The Note Participations and the form of assignment to appear thereon shall be in substantially the forms in Exhibit A hereto, respectively, with appropriate or necessary insertions, omissions and variations as permitted or required thereby or hereby. The Note Participations may be prepared in typewritten, lithographed or printed form.

SECTION 2.05. Execution of Note Participations. The Note Participations shall be executed by the manual signature of an authorized officer of the Trustee.

SECTION 2.06. Transfer and Exchange of Note Participations. All Note Participations are transferable or exchangeable by the Owner thereof, in person or by his attorney duly authorized in writing, at the Designated Office of the Trustee in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07, upon surrender of such Note Participations accompanied by delivery of a duly executed written instrument of transfer or exchange in a form acceptable to the Trustee. Whenever any Note Participation shall be surrendered for transfer or exchange, the Trustee shall execute and deliver a new Note Participation or Note Participations of the same series in Authorized Denominations representing the same aggregate principal amount, except that the Trustee shall require the payment by any Owner requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange. All Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

SECTION 2.07. Note Participation Registration Books. The Trustee will keep at its Designated Office sufficient books for the registration of the ownership, transfer or exchange of the Note Participations, which books shall be available for inspection by the Local Agencies or any Owner or his agent duly authorized in writing at reasonable hours and under reasonable conditions during regular business hours; and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register the ownership, transfer or exchange of the Note Participations in such books as hereinabove provided. The ownership of any Note Participations may be proved by the books required to be kept by the Trustee pursuant to the provisions of this section.

SECTION 2.08. Temporary Note Participations. The Note Participations may be initially delivered in temporary form exchangeable for definitive Note Participations when ready for delivery, which temporary Note Participations shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate. Every temporary Note Participation shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Note Participations. If the Trustee executes and delivers temporary Note Participations, it will prepare and execute definitive Note Participations without delay, and in that case, upon demand of the Owner of any temporary Note Participations, such definitive Note Participations shall be exchanged without cost to such Owner for temporary Note Participations at the Designated Office of the Trustee upon surrender of such temporary Note Participations, and until so exchanged such temporary Note Participations shall be entitled to the same benefit, protection and security hereunder as the definitive Note Participations executed and delivered hereunder. All temporary Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

SECTION 2.09. Note Participations Mutilated, Destroyed, Lost or Stolen. If any Note Participation shall become mutilated, the Trustee shall execute and deliver a new Note Participation of like tenor and series in exchange and substitution for the Note Participation so mutilated, but only

upon surrender to the Trustee of the Note Participation so mutilated, and every mutilated Note Participation so surrendered to the Trustee shall be cancelled by it. If any Note Participation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee shall execute and deliver a new Note Participation of like tenor, series and Principal Payment Date in lieu of and in substitution for the destroyed, lost or stolen Note Participation. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note Participation executed and delivered by it under this section and of the expenses which may be incurred by it under this section. Any replacement Note Participation executed and delivered under the provisions of this section in lieu of and in substitution for any mutilated, destroyed, lost or stolen Note Participation shall be equally and proportionately entitled to the benefit, protection and security hereof with all other Note Participations executed and delivered hereunder; and the Trustee shall not be required to treat both the original Note Participation and any replacement Note Participation as being Outstanding for the purpose of determining the principal amount of Note Participations which may be executed and delivered hereunder or for the purpose of determining any percentage of Note Participations Outstanding hereunder, but both the original and the replacement Note Participation shall be treated as one and the same. Notwithstanding any other provisions of this section, rather than executing and delivering a new Note Participation for a mutilated, destroyed, lost or stolen Note Participation the Principal Payment Date of which has occurred or is about to occur, the Trustee may make payment of the principal evidenced and represented by such mutilated, destroyed, lost or stolen Note Participation directly to the Owner thereof under such regulations as the Trustee may prescribe.

SECTION 2.10. Special Covenants as to Book-Entry Only System.

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, the Note Participations initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC may request. Payment of the principal and interest represented by each Note Participation registered in the name of Cede & Co. shall be made to the account, in the manner and at the address indicated in or pursuant to the Representation Letter delivered to DTC by the Trustee.

(b) The Note Participations executed and delivered hereunder shall be in the form of a single fully registered certificate for each maturity. Upon initial execution of the Note Participations, the ownership of all such Note Participations shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC may request. The Trustee, the Local Agencies and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Note Participations registered in its name for the purposes of payment of the principal and interest represented by such Note Participations, selecting the Note Participations or portions thereof to be prepaid, giving any notice permitted or required to be given to an Owner under the Trust Agreement, registering the transfer of Note Participations, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever; and neither the Trustee nor the Local Agencies shall be affected by any notice to the contrary. Neither the Trustee nor the Local Agencies shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Note Participations under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained

by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or interest represented by such Note Participations, (iii) any notice which is permitted or required to be given to the Owners under the Trust Agreement, (iv) the selection by DTC or any Participant of any person to receive payment in the event, if any, of a partial prepayment of the Note Participations, or (v) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal of and interest represented by the Note Participations only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Note Participations will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that 20% of the Local Agencies determine that it is in the best interests of the Local Agencies or the beneficial owners of the Note Participations that they be able to obtain certificates, the Trustee shall, upon the written instruction of 20% of the Local Agencies, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of certificates. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to the Note Participations at any time by giving written notice of such discontinuance to the Local Agencies and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the Local Agencies or the Trustee to do so, the Trustee and the Local Agencies will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Note Participations then Outstanding. In such event, the Note Participations will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Note Participations Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal and interest represented by the Note Participation and all notices with respect to each such Note Participations shall be made and given to DTC as provided in the Representation Letter.

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(f) In the event of any transfer or exchange of Note Participations under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owner thereof of the Note Participations to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.06. In the event Note Participations are executed and delivered to Owners other than Cede & Co., its successor as nominee for DTC as holder of all the Note Participations, another securities depository as Owners of all the Note Participations, or the nominee of such successor securities depository, the provisions of Sections 2.02, 2.03 and 2.06 shall also apply to, among other things, the registration, exchange and transfer of the Note Participations and

the method of payment of principal, premium, if any, and interest represented by the Note Participations.

ARTICLE III

PROCEEDS OF NOTE PARTICIPATIONS

SECTION 3.01. Delivery of Note Participations. The Trustee is hereby authorized to execute and deliver the Note Participations to the Purchaser upon receipt of a written request of the Local Agencies, the Notes, and the net proceeds of sale of the Note Participations.

SECTION 3.02. Establishment of Funds and Deposit of Proceeds of Note Participations. The Trustee hereby agrees to establish and maintain hereunder, in trust, the Costs of Issuance Fund, the Proceeds Fund, the Note Participation Payment Fund and the Payment Subaccounts therein, the Interest Fund, and the Principal Fund. The proceeds received from the sale of the Note Participations are to be deposited in the following funds in the following amounts:

Costs of Issuance Fund

Proceeds Fund

SECTION 3.03. Use of Money in the Costs of Issuance Fund and the Proceeds Fund; Additional Deposits to Proceeds Fund.

(a) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance in connection with the Note Participations, upon receipt of (i) Requests of each Authorized Local Agency Representative, which Requests shall be sequentially numbered (if more than one is submitted), stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund and (ii) an original invoice or invoices or evidence of payment of an invoice when such requisition is in reimbursement thereof. On _____, 2021, or on such earlier date upon Request of an Authorized Authority Representative, amounts, if any, remaining in the Costs of Issuance Fund (and not required to pay identified Costs of Issuance, including any additional fees or expenses of the Trustee) shall be transferred to the Proceeds Fund and credited to and returned by the Trustee by check to such Local Agency in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each such Local Agency, and the Trustee shall close the Costs of Issuance Fund.

(b) All monies in the Proceeds Fund shall be held by the Trustee in trust and applied as provided herein and, pending such application, are hereby pledged to the payment of the Note Participations and shall be subject to a lien and charge in favor and for the further security of the Owners thereof. Funds in the Proceeds Fund shall be credited to each of the Local Agencies initially in amounts set forth in Schedule II, which is attached hereto and made a part hereof. Moneys in the Proceeds Fund shall be disbursed to each Local Agency in the amounts set forth in Schedule II relating to such Local Agency, as soon as practical, pursuant to a written requisition of a Local Agency in substantially the form set forth in Exhibit B attached hereto, submitted in advance of the requested payment date (by facsimile, hand delivery or mail), and once disbursed, shall be held and invested by the Local Agency as permitted by law and used and expended for any purpose for which the Local Agency is authorized to use and expend moneys. In lieu of submitting a request as

described above, a Local Agency may cause the net proceeds of from the sale of its Note to be disbursed directly to such Local Agency upon the delivery of its Note. Such a deposit shall not affect the pledge and lien described in this Section 3.03(b).

(c) The Trustee shall not be required to create subaccounts within the Proceeds Fund, but shall keep records to account separately for funds therein attributable to each Local Agency. Said record of separate accounting by the Trustee for each Local Agency shall be deemed a "Proceeds Subaccount" for the purposes of each Local Agency's Note Resolution. To the extent that the Trustee so holds moneys and/or securities in the Proceeds Fund on behalf of a Local Agency on the first Business Day of a Repayment Month, such moneys and securities (up to the amount required to be set aside by the Local Agency in its Payment Account in such Repayment Month) shall no longer be subject to disbursement and shall be deemed to be held by the Trustee on behalf of the Local Agency in the Local Agency's Payment Subaccount. In the event that amounts held by the Trustee in the Local Agency's Payment Subaccount on the 1st business day of a Repayment Month are less than the amount required to be in the Payment Subaccount for such Repayment Month, the Trustee shall immediately notify the Local Agency of such deficiency.

ARTICLE IV

TRUSTEE'S DUTIES REGARDING NOTES

SECTION 4.01. Return of Paid Notes. Each Note, when paid in full, shall be cancelled by the Trustee and returned to the Local Agency that issued such Note.

ARTICLE V

NOTE PAYMENTS

SECTION 5.01. Deposit of Notes. The Notes, as evidenced and represented by the the Note Participations, are hereby irrevocably deposited with and pledged and transferred to the Trustee, who is the registered owner of each Note for the benefit of the Owners of the Note Participations, and the payments on such Notes shall be used for the punctual payment of the interest and principal evidenced and represented by such Note Participations, and such Notes shall not be used for any other purpose while any of such Note Participations remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Notes for the foregoing purpose in accordance with the terms hereof. Each Local Agency approves and the Trustee hereby accepts the deposit of the Notes.

All principal and interest payments on the Notes shall be paid directly by each Local Agency to the Trustee. All principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms hereof and shall be deposited by it, as and when received, in the appropriate payment subaccount within the Note Participation Payment Fund, which fund the Trustee hereby agrees to maintain so long as any of the Note Participations are Outstanding, and all money in such funds shall be held in trust by the Trustee for the benefit and security of the Owners of such Note Participations to the extent provided herein. If the Trustee receives Note repayments from a Local Agency which, together with other amounts on deposit in the Note Participation Payment Fund allocable to such Local Agency, are in excess of the amounts required to pay the principal of and interest due on such Local Agency's Note, such excess amounts shall remain in such Note Participation Payment Fund and subject to any rebate requirement as specified in Section 5.08

hereof, and shall be transferred to such Local Agency following payment of the principal of and interest on the Note Participations.

Moneys received by the Trustee attributable to a Local Agency shall not be used in any manner (directly or indirectly) to make up any deficiency in any other Local Agency's Note repayments.

Attached as Exhibit D hereto is a form of Deposit Notice to be used by a Local Agency to transfer payments of principal and interest on its Note to the Trustee

SECTION 5.02. Deposit of Money in the Note Participation Payment Fund. The Trustee shall deposit the money contained in the Note Participation Payment Fund at the following respective times in the following respective funds in the manner hereinafter provided, each of which funds the Trustee hereby agrees to maintain so long as the Note Participations are Outstanding, and the money in each of such funds shall be disbursed only for the purposes and uses hereinafter authorized (subject to Section 5.03):

(a) Interest Fund. The Trustee, on each Interest Payment Date, shall deposit in the Interest Fund that amount of money representing the interest becoming due and payable on the Notes. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest evidenced and represented by the Note Participations on the Interest Payment Date.

(b) Principal Fund. The Trustee, on the Principal Payment Date, shall deposit in the Principal Fund that amount of money representing the principal becoming due and payable on the Notes. All moneys in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Note Participations on the Principal Payment Date.

SECTION 5.03. Reserved.

SECTION 5.04. Reserved.

SECTION 5.05. Investments. Any money held by the Trustee at any time in any Fund created hereunder shall, to the fullest extent practicable, be invested as directed in writing by an Authorized Authority Representative in Permitted Investments which will, as nearly as practicable, mature or otherwise be liquidated on or before the dates on which such money is anticipated to be needed for disbursement hereunder. In the absence of any written direction from the Authority, the Trustee shall invest any money held in any Fund created hereunder in Permitted Investments identified in paragraph 6 of the definition thereof which will mature or otherwise be liquidated on or before the dates on which such money is anticipated to be needed for disbursement hereunder. The amounts held in the Proceeds Fund will be accounted for separately for the respective Local Agencies. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may at its sole discretion, for the purpose of any such investment, commingle any of the money held by it hereunder. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with this Section. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from

any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund, account or subaccount from which such investment was made.

SECTION 5.06. Confirmation of Deposits to Payment Accounts.

(a) (a) The Trustee shall, on the 15th day of each month identified as a Repayment Month in the Pricing Confirmation for each Local Agency, except if such Repayment Month is June, in which case on June 1, send a request for a Payment Account Deposit Certification, substantially in the form of Exhibit C attached hereto, requesting that such Local Agency confirm and certify that it has made the required deposit (in the amount and on the date specified in the Pricing Confirmation for each Local Agency attached to the Purchase Agreement) into its Payment Account created pursuant to its Note Resolution. Such Payment Account Deposit Certification shall be signed by an Authorized Local Agency Representative and delivered to the Trustee within seven Business Days after the date of such request. In the event that the Trustee has not received the Payment Account Deposit Certification from a Local Agency within seven Business Days following the date such Payment Account Deposit Certification was due from a Local Agency, the Trustee shall be entitled to conclude that the deposit into such Local Agency's Payment Account has not been made and shall immediately notify each rating agency then rating the Note Participations, the Owners, and the Purchaser, and which event constitutes an "Event of Default" under such Local Agency's Note Resolution. Upon the occurrence of such an event, the Trustee shall exercise the rights and remedies set forth in Article VII hereof. Notwithstanding anything to the contrary in this Section, any Local Agency for which the Trustee is holding or investing moneys or securities on behalf of said Local Agency sufficient to make the deposits required by this Section (which moneys or securities are intended to be that Local Agency's Payment Account deposit during such Repayment Month, either pursuant to Section 3.03(c) hereof or through some other arrangement between the Trustee and the Local Agency) need not present a Payment Account Deposit Certification; likewise, the Trustee need not send a request for a Payment Account Deposit Certification to said Local Agency.

(b) On the Note Payment Deposit Date, the Trustee shall transfer all amounts held by it on behalf of each Local Agency to the Note Participation Payment Fund, as described herein.

ARTICLE VI

COVENANTS

SECTION 6.01. Compliance with Trust Agreement. The Trustee will not execute or deliver any Note Participations in any manner other than in accordance with the provisions hereof; and the Local Agencies will not suffer or permit any default to occur hereunder, but will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

SECTION 6.02. Amendment of Notes. The Local Agencies and the Trustee will not amend or permit the amendment of the Notes without (a)(1) a determination that such amendment does not materially adversely affect the interests of the Owners of the Note Participations or (2) the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, and (b) an Opinion of Counsel to the effect that such amendment will not cause

interest on such Notes to be included in gross income for federal income tax purposes; *provided* that no such amendment shall reduce the rate of interest or amount of principal, extend the time of payment thereof with respect to any Note, or permit any lien or other encumbrance that is not subordinate to the interests of the Trustee, on behalf of the Owners.

SECTION 6.03. Observance of Laws and Regulations. The Local Agencies will faithfully observe and perform all lawful and valid obligations or regulations now or hereafter imposed on them by contract, or prescribed by any state or national law, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such observance or performance is material to the transactions contemplated hereby.

SECTION 6.04. Tax Covenants. (a) The Local Agencies will not take any action or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Notes, as evidenced and represented by the Note Participations, under Section 103 of the Code. The Local Agencies will not directly or indirectly use or permit the use of any proceeds of the Note Participations or the obligations which they evidence and represent or any other funds held hereunder or take or omit to take any action that would cause the Note Participations or the obligation which they represent to be “private activity bonds” within the meaning of Section 141(a) of the Code or obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(b) The Local Agencies will not directly or indirectly use or permit the use of any proceeds of the Note Participations or the obligations which they represent or any other funds held hereunder or take or omit to take any action that would cause the Note Participations or the obligations which they evidence and represent to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the Local Agencies have covenanted to comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time any Local Agency is of the opinion (which opinion may be based on an Opinion of Counsel), that for purposes of this Section 6.04(b) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under the Trust Agreement with respect to such Local Agency, such Local Agency shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

SECTION 6.05. Liens. So long as the Note Participations are Outstanding, the Local Agencies will not create or suffer to be created any pledge of or lien on such Notes other than the pledge and lien hereof.

SECTION 6.06. Accounting Records and Statements. The Trustee shall keep proper books of record and account in accordance with industry standards in which complete and correct entries shall be made of all transactions made by the Trustee relating to the receipt, investment, disbursement, allocation and application of all funds received by the Trustee hereunder. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment: (a) its purchase price; (b) identifying information, including par amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be; (d) the amounts and dates of any payments made with respect thereto; and (e) such documentation as is required to be obtained as evidence to

establish that all investments have been purchased in arms' length transactions with no amounts paid to reduce the yield on the investments.

Such records shall be open to inspection by the Authority and any Local Agency at any reasonable time during regular business hours on reasonable notice.

SECTION 6.07. Recordation and Filing. The Local Agencies will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be required by law in order to maintain at all times a security interest in the Notes under and pursuant to the Trust Agreement, all in such manner, at such times and in such places as may be required in order to fully perfect, preserve and protect the benefit, protection and security of the Owners and the rights of the Trustee hereunder, and the Local Agencies will do whatever else may be necessary or be reasonably required in order to perfect and continue the pledge of and lien on the Notes as provided herein.

SECTION 6.08. Further Assurances. Whenever and so often as requested to do so by the Trustee or any Owner, the Local Agencies will promptly execute and deliver, or cause to be executed and delivered, all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners the benefit, protection and security conferred, or intended to be conferred, upon them hereby.

SECTION 6.09. Reserved.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

SECTION 7.01. Action on Default. If

(a) any default in the payment of principal of or interest on a Note shall occur or be continuing; or

(b) any other "Event of Default" defined in a Note Resolution shall occur and be continuing; or

(c) or if any default shall be made by any Local Agency in the performance or observance of any other of the covenants, agreements or conditions on its part herein contained and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to such Local Agency by either (i) the Trustee or (ii) the Owners of not less than a majority in aggregate principal amount of the Note Participations at the time Outstanding;

then such default shall constitute an "Event of Default" hereunder, and in each and every such case during the continuance of such Event of Default, either the Trustee or such Owners shall be entitled, upon notice in writing to such Local Agency, but subject to the provisions of Section 7.05, to exercise the remedies provided to the owner of such Note then in default or under the Note Resolution pursuant to which it was issued which are necessary or desirable to collect the principal of such Note and the interest thereon to maturity.

The Owners of the Note Participations, for purposes of the Trust Agreement and the Note Resolution of the applicable Local Agency, to the extent of their interest, shall be treated as owners of the Notes and shall be entitled to all rights and security of the owners of such Notes pursuant to each such Note, the Note Resolution and the Trust Agreement, and shall be treated for all purposes as owners of such Notes. Each Local Agency recognizes the rights of the Owners of the Note Participations, acting directly or through the Trustee, to enforce the obligations and covenants contained in such Note, its Note Resolution and the Trust Agreement; *provided* that in no event shall a Local Agency be liable for any obligations, covenants or damages except those which arise out of its Note and its Note Resolution, and, in particular, no Local Agency shall be liable for any obligations, liabilities, acts or omissions of any other Local Agency.

SECTION 7.02. Other Remedies of the Trustee. The Trustee shall have the right

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights hereunder against any Local Agency or any supervisor, council member, board member, trustee, member, officer or employee thereof, and to compel such Local Agency or any such supervisor, council member, board member, trustee, member, officer or employee thereof to observe or perform its or his or her duties under applicable law and the agreements, conditions, covenants and terms contained herein, or in the applicable Note and Note Resolution, required to be observed or performed by it or him or her;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee or the Owners; or

(c) by suit in equity upon the happening of any default hereunder to require any Local Agency and any supervisor, council member, board member, trustee, member, officer and employee to account as the trustee of any express trust.

SECTION 7.03. Non-Waiver. A waiver by the Trustee of any default hereunder or breach of any obligation hereunder shall not affect any subsequent default hereunder or any subsequent breach of an obligation hereunder or impair any rights or remedies on any such subsequent default hereunder or on any such subsequent breach of an obligation hereunder. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default hereunder shall impair any such right or remedy or shall be construed to be a waiver of any such default hereunder or an acquiescence therein, and every right or remedy conferred upon the Trustee by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee, or the Local Agencies, then the Trustee and the Local Agencies shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

SECTION 7.04. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall be deposited into a segregated payment account of the Note Participation Payment Fund relating to the defaulting Local Agency's Note and be applied by the Trustee after payment of all amounts due and payable under Section 7.04 or 8.03 hereof in the following order upon presentation of all Note Participations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid;

provided that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and, solely to the extent necessary, rebate or set aside for rebate from the specified funds held hereunder, any amount pursuant to such instructions required to be paid to the United States of America under the Code:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all payments of interest evidenced and represented by the Note Participations then due in the order of the due date of such payments, and, if the amount available shall not be sufficient to pay in full any payment or payments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced and represented by the Note Participations which shall have become due, in the order of their due dates, with interest on the overdue principal and interest represented by such Note Participations at a rate equal to the Default Rate and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to such Note Participations on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

SECTION 7.05. Remedies Not Exclusive. No remedy conferred herein upon or reserved herein to the Trustee is intended to be exclusive and all remedies shall be cumulative and each remedy shall be in addition to every other remedy given hereunder or now or hereafter existing under applicable law or equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other applicable law.

SECTION 7.06. Exercise of Remedies; Relative Rights of the Note Participation Owners. Upon the exercise by an Owner, or the Trustee of its right of action to institute suit directly against a Local Agency to enforce payment of the obligation evidenced and represented by such Owner's Note Participation, any moneys recovered by such action shall be deposited with the Trustee and applied as provided in Section 7.04 and in this Section 7.06.

SECTION 7.07. Limited Liability of the Local Agencies. Except as expressly provided in the Notes and Note Resolutions, the Local Agencies shall not have any obligation or liability to the Authority, the Trustee, or the Owners, with respect to the Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Note Participations or the receipt, deposit or disbursement of the principal of and interest on the Notes by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it; provided that nothing in this section 7.07 shall restrict or terminate the obligations of any Local Agency with respect to amounts due and payable thereby to the Owners pursuant to the Note Participations.

Notwithstanding anything to the contrary herein or in any Note or document referred to herein, no Local Agency shall incur any obligation under Article VII, Section 3.03(b) or Section 5.01 or otherwise hereunder, except to the extent payable from Unrestricted Revenues, nor shall any Local

Agency incur any obligation on account of any default, action or omission of any other Local Agency.

SECTION 7.08. No Liability by the Trustee to the Owners. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment when due of the Notes by the Local Agencies, or with respect to the observance or performance by the Local Agencies of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions, other than with respect to such amounts that are delivered or otherwise paid to the Trustee to be applied to an Outstanding Note Participations.

SECTION 7.09. Limited Liability of the Authority. Except as expressly provided herein, the Authority shall not have any obligation or liability to the Trustee, or the Owners, with respect to the payment when due of the Notes by the Local Agencies, or with respect to the observance or performance by the Local Agencies of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it. Notwithstanding anything to the contrary contained in the Note Participations, the Trust Agreement or any other document related thereto, the Authority shall not have any liability hereunder or by reason hereof or in connection with any of the transactions contemplated hereby except to the extent payable from moneys received from or with respect to the Notes and available thereof in accordance with the Trust Agreement.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. Employment and Duties of the Trustee. The Authority hereby appoints and employs the Trustee to receive, deposit and disburse the payments on the Notes as provided herein, to prepare, execute, deliver, transfer, exchange and cancel the Note Participations as provided herein, to pay the interest and principal evidenced and represented by the Note Participations to the Owners thereof as provided herein and to perform the other obligations contained herein; all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Trust Agreement, the Trustee undertakes to perform such obligations (and only such obligations) as are specifically set forth herein, and no implied covenants or obligations shall be read herein against the Trustee.

SECTION 8.02. Removal and Resignation of the Trustee. The Authority may at any time remove the Trustee initially a party hereto and any successor thereto by giving written notice of such removal by mail to the Trustee, all of the Local Agencies, all Owners of Note Participations and such Trustee may at any time resign by giving written notice by mail of such resignation to the Authority, the Local Agencies and all Owners of Note Participations. Upon giving any such notice of removal or upon receiving any such notice of removal or resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing; *provided*, that in the event the Authority does not appoint a successor Trustee within sixty (60) days following the giving of any such notice of removal or the receipt of any such notice of resignation, the removed or resigning Trustee may petition any appropriate court having jurisdiction to appoint a successor Trustee. Any successor Trustee shall be a bank or trust company doing business and having a principal corporate trust office either in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus (or the parent holding company of which has a combined capital and surplus) of

at least \$75,000,000 and subject to supervision or examination by state or national authorities. If such bank or trust company publishes a report of condition at least annually, pursuant to 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.

Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the written acceptance of the appointment by the successor Trustee.

SECTION 8.03. Compensation of the Trustee. The Authority, solely from amounts held in the Costs of Issuance Fund or paid by the Local Agencies specifically for such purpose, shall from time to time, subject to any agreement then in effect with the Trustee, pay the Trustee compensation for its services and reimburse the Trustee for all its advances and expenditures hereunder, including, but not limited to, advances to and fees and expenses of accountants, agents, appraisers, consultants, counsel or other experts employed by it in the observance and performance of its rights and obligations hereunder; *provided*, that the Trustee shall not have any lien for such compensation or reimbursement against any money held by it in any of the funds established hereunder, although the Trustee may take whatever legal actions are available to it directly against the Local Agencies to recover such compensation or reimbursement.

SECTION 8.04. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may be counsel to the Authority or the Local Agencies, with regard to legal questions arising hereunder, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith.

The Trustee shall not be responsible for the sufficiency of the payments on the Notes, or of the assignment made to it of all rights to receive the payments on the Notes and shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof or have received written notice thereof at its principal corporate trust office in Costa Mesa, California. The Trustee shall not be accountable for the use or application by the Local Agencies, or any other party, of any funds which the Trustee properly releases to the Local Agencies or which the Local Agencies may otherwise receive from time to time. The Trustee makes no representation concerning, and has no responsibility for, the validity, genuineness, sufficiency, or performance by parties other than the Trustee of the Trust Agreement, any Note Participation, any Note, any Note Resolution, or of any other paper or document, or for taking any action on them (except as specifically and expressly stated for the Trustee in the Trust Agreement), or with respect to any obligation of the Local Agencies.

Whenever in the observance or performance of its rights and obligations hereunder or under the Note Participations the Trustee shall deem 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 be herein specifically prescribed) may be deemed to be conclusively proved and

established by a Certificate of the Authority, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may buy, sell, own, hold and deal in any of the Note Participations and may join in any action which any Owner may be entitled to take with like effect as if it were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Local Agencies, and may act as agent, depository or trustee for any committee or body of Owners or of owners of obligations of the Local Agencies as freely as if it were not the Trustee hereunder.

The Trustee shall not be answerable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct or negligence.

No provision hereof shall require the Trustee to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, and before taking any remedial action hereunder the Trustee may require that indemnity satisfactory to it be furnished for all expenses to which it may be put and to protect it from all liability thereunder.

The Local Agencies will indemnify the Trustee for any liability incurred by the Trustee as a result of the Trustee executing the Representation Letter on behalf of the Local Agencies.

The Local Agencies agree to indemnify and hold the Trustee, its officers, directors, employees and agents harmless from and against any loss, liability, cost, expense or claim whatsoever which it may incur without negligence or willful misconduct on the Trustee's part, arising out of the acceptance of the duties of the Trustee hereunder and the administration thereof or in the exercise or performance of its powers and duties hereunder, including without limitation those of its attorneys, including the costs and expenses of defending against any claim of liability. Such indemnity should survive the termination and discharge of this Trust Agreement.

The Trustee shall have no responsibility with respect to any information statement, recital or the content of any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes and Note Participations.

The Trustee shall not be liable with respect to any action taken or not taken by it at the direction of the Owners of a majority in aggregate principal amount of the Note Participations outstanding relating to the exercise of any right or remedy available to the Trustee or the exercise of any trust or power conferred upon the Trustee hereunder.

The Trustee has executed the Note Participations solely in its capacity as Trustee under this Trust Agreement and is not liable thereon in its individual or personal capacity and all payments to be made thereon by the Trustee shall be made solely from funds held by the Trustee under this Trust Agreement.

SECTION 8.05. Notices to Rating Agencies. The Trustee shall notify each Rating Agency, in writing, upon occurrence of any of the following events: any amendment, supplement or other change to this Trust Agreement from the form originally executed and entered into and any amendment, supplement or other change to any Note or Note Resolution (that the Trustee is aware of); *provided, however*, that the Trustee shall incur no liability for failure to so notify.

ARTICLE IX

AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

SECTION 9.01. Amendment or Supplement of Trust Agreement. This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, exclusive of Note Participations disqualified as provided in Section 9.02, are filed with the Trustee. No such amendment or supplement shall (1) reduce the rate of interest evidenced and represented by any Note Participation or extend the Interest Payment Date or reduce the amount of principal evidenced and represented by any Note Participation or extend the Principal Payment Date thereof without the prior written consent of the Owner of the Note Participation so affected, (2) reduce the percentage of Owners whose consent is required by the terms of this Trust Agreement for the execution of certain amendments hereof or supplements hereto, (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto, or (4) permit any lien or other encumbrance that is not subordinate to the interest of the Trustee, on behalf of the Owners.

Upon the request of the Trustee, any modification, amendment or supplement hereto, the Notes or the Note Participations shall be accompanied by the delivery of an Opinion of Counsel covering such matters as the Trustee may reasonably request.

This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding without the written consents of any Owners, in order to make any modifications or changes necessary or appropriate in the Opinion of Counsel to preserve or protect the exclusion from gross income of interest on the Notes for federal income tax purposes, or, but only to the extent that such amendment shall not materially adversely affect the interests of the Owners, for any other purpose including, without limitation, one or more of the following purposes:

(a) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by the Local Agencies other agreements, conditions, covenants and terms thereafter to be observed or performed by the Local Agencies, or to surrender any right reserved herein to or conferred herein on the Local Agencies;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which any Local Agency may deem desirable or necessary; or

(c) to modify, amend or supplement this Trust Agreement or any supplement hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Note

Participations for sale under the securities laws of the United States of America or of any of the states of the United States of America and, if twenty percent of the Local Agencies or Bond Counsel so determine, to add to this Trust Agreement or any supplement hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

SECTION 9.02. Disqualified Note Participations. Note Participations held for the account of the Local Agencies (but excluding Note Participations held in any pension or retirement fund of the Local Agencies) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Note Participations provided herein, and shall not be entitled to consent to or take any other action provided herein, and the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for herein shall be deemed effective, to reveal if the Note Participations as to which such consent is given are disqualified as provided in this Section.

SECTION 9.03. Procedure for Amendment with Written Consent of the Owners. The Trust Agreement may be amended by supplemental agreement as provided in this Section 9.03 in the event the consent of the Owners is required pursuant to Section 9.01 hereof. A description of the proposed amendment, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Note Participation at his address as set forth in the Note Participation registration books maintained pursuant to Section 2.07 hereof, but failure to receive copies of such description and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided. Nothing herein shall be deemed to require the mailing of the supplemental agreement itself to the Owners.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Note Participations then Outstanding (exclusive of Note Participations disqualified as provided in Section 9.02 hereof) and notices shall have been mailed as hereinafter in this Section provided, and an Opinion of Counsel shall have been delivered (if applicable). Each such consent shall be effective only if accompanied by proof of ownership of the Note Participations for which such consent is given, which proof shall be acceptable to the Trustee. Any such consent shall be binding upon the Owner of the Note Participation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the Trustee has received the required percentage of consents of the Owners of the Note Participations and acknowledged the same to the Local Agencies.

After the Owners of the required percentage of Note Participations shall have filed their consents to such supplemental agreement, the Trustee shall acknowledge to the Authority the effectiveness of the agreement and shall mail a notice to the Local Agencies and the Owners of the Note Participations in the manner hereinbefore provided in this Section for the mailing of such description, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Note Participations and is effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved.

SECTION 9.04. Endorsement or Replacement of Note Participations after Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee

may determine that the Note Participations may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Note Participation and presentation of the Note Participation for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Note Participation. If the Trustee shall so determine, new Note Participations so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Note Participations such new Note Participations shall be exchanged without cost to each Owner for Note Participations then Outstanding at the office of the Trustee upon surrender of such Outstanding Note Participations. All Note Participations surrendered to the Trustee pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

SECTION 9.05. Amendment or Supplement by Mutual Consent. The provisions of this Article shall not prevent any Owner from accepting any amendment or supplement as to the particular Note Participations owned thereby; *provided*, that due notation thereof is made on such Note Participations.

ARTICLE X

DEFEASANCE

SECTION 10.01. Discharge of Note Participations and Trust Agreement.

(a) If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of the Outstanding Note Participations the interest and principal evidenced and represented thereby at the times and in the manner provided herein and therein, then such Owners shall cease to be entitled to the pledge of and lien on the Notes and the attendant Note Payments and any interest in the funds held hereunder as provided herein, and all agreements and covenants of the Local Agencies to such Owners hereunder and under such Local Agency's Note Resolution shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) Any Outstanding Note Participations shall on their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall be on deposit with the Trustee moneys which are sufficient to pay the interest and principal evidenced and represented by such Note Participations payable on and prior to their Principal Payment Date.

(c) Any Outstanding Note Participations shall prior to their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or United States Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal, and which are purchased with moneys and are not subject to redemption except by the holder thereof prior to maturity (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the interest evidenced and represented by such Note Participations on and prior to their Principal Payment Date and the principal evidenced and represented by such Note Participations.

(d) After the payment of the interest and principal evidenced and represented by all Outstanding Note Participations as provided in this section at the Request of an Authorized Authority Representative (if provided), the Trustee shall execute and deliver to the Authority and the Local Agencies all such instruments as they may deem necessary or desirable to evidence the discharge and satisfaction of the Trust Agreement, and the Trustee, after payment of all fees and expenses of the Trustee, shall pay over or deliver to the Local Agencies all money or deposits or investments held by it pursuant hereto which are not required for the payment of the interest and principal evidenced and represented by such Note Participations.

SECTION 10.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or principal evidenced and represented by any Note Participations which remains unclaimed for two (2) years after the date when the payments evidenced and represented by such Note Participations have become payable, if such money was held by the Trustee on such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and principal evidenced and represented by such Note Participations have become payable, shall be repaid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Authority for the payment of the interest and principal evidenced and represented by such Note Participations; *provided*, that before being required to make any such payment to the Authority, the Trustee may, as a charge on such funds, give notice by mail to all Owners of Note Participations that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Authority.

ARTICLE XI

CONTINUING DISCLOSURE AGREEMENT

SECTION 11.01. Continuing Disclosure Agreement. Article XI of this Trust Agreement constitutes a continuing disclosure agreement (the “Disclosure Agreement”), which is entered into by the Local Agencies and the Trustee for the benefit of the Owners and beneficial owners of the Note Participations and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 11.02. Definitions. In addition to the definitions set forth in Article I, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Disclosure Representative” shall mean the Authorized Local Agency Representative of each of the Local Agencies or his or her designee, or such other officer or employee as any Local Agency shall designate in writing to the Dissemination Agent and the Trustee from time to time.

“Dissemination Agent” shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Local Agencies and which has filed with the Trustee a written acceptance of such designation.

“Financial Obligation” means to be 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) a guarantee of (i) or (ii). Financial Obligations do not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rule Making Board consistent with the Rule

“Listed Events” shall mean any of the events listed in Section 11.03 hereof.

“Participating Underwriter” shall mean any of the original underwriter of the Note Participations required to comply with the Rule in connection with offering of the Note Participations.

“Repository” shall mean, the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated from time to time by the Securities and Exchange Commission as such for purposes of the Rule.

“Rule” shall mean 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 11.03. Reporting of Significant Events.

(a) Pursuant to this Section each Local Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to its Note or the Note Participations, in a timely manner not in excess of 10 Business Days after the occurrence of the event, pursuant to subsection (g) hereto:

- (i) principal and interest payment delinquencies.
- (ii) tender offers.
- (iii) defeasances.
- (iv) rating changes.
- (v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
- (vi) unscheduled draws on the debt service reserves reflecting financial difficulties.
- (vii) unscheduled draws on credit enhancement reflecting financial difficulties.
- (viii) substitution of the credit or liquidity providers or their failure to perform.
- (ix) bankruptcy, insolvency, receivership or similar event of the Local Agency. For the purposes of the event identified in this Section 11.03(a)(ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Local Agency in a proceeding under the U.S. 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 Local Agency, or if such jurisdiction

has been assumed by leaving the existing governmental 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 Local Agency.

(x) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 11.03(b), each Local Agency shall give, or cause to be given, notice of the occurrence of any of the following events, in a timely manner not in excess of 10 Business Days following the occurrence thereof, with respect to its Note or the Note Participations, if material:

(i) non-payment related defaults.

(ii) modifications to rights of Noteholders.

(iii) optional, contingent or unscheduled bond calls.

(iv) unless described under Section 11.03(a)(v) above, material notices or determinations with respect to the tax status of the Notes or the Note Participations, or other material events affecting the tax status thereof.

(v) release, substitution or sale of property securing repayment of the Notes, if any.

(vi) the consummation of a merger, consolidation, or acquisition involving a Local Agency District or the sale of all or substantially all of the assets thereof, 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.

(vii) Appointment of a successor or additional Trustee with respect to the Note Participations or the change of name of such a trustee.

(viii) incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect Noteholders.

(c) The Trustee shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events in Section 11.03(b), without making any determination as to materiality, contact the applicable Disclosure Representative or Representatives, inform such person of the event, and request that the applicable Local Agency or Local Agencies promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (g) of this Section. For purposes of this Disclosure Agreement, "actual knowledge" of such Listed Events shall mean knowledge by an officer of the Trustee at the Designated Office of the Trustee with regular responsibility for matters related to the Trust Agreement and Note Participations.

(d) Whenever any Local Agency obtains knowledge of the occurrence of a Listed Event under Section 11.03(b), whether because of a notice from the Trustee pursuant to subsection (c) or otherwise, such Local Agency shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If any Local Agency has determined that knowledge of the occurrence of a Listed Event under Section 11.03(b) would be material under applicable federal securities laws, such Local Agency shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (g).

(f) If in response to a request under subsection (c), the applicable Local Agency determines that the Listed Event under Section 11.03(b) would not be material under applicable federal securities laws, such Local Agency shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by any Local Agency to report the occurrence of a Listed Event under either Section 11.03(a) or 11.03(b), the Dissemination Agent shall file a notice of such occurrence with the Repository. Notwithstanding the foregoing, notice of Listed Events described in clauses 11.03(a)(iii) or 11.03(b)(iii) shall not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Note Participations pursuant to this Trust Agreement unless otherwise directed by the Local Agencies in writing.

SECTION 11.04. Termination of Reporting Obligation. The Local Agency's, Trustee's and Dissemination Agent's obligations under this Article XI shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes and the Note Participations.

SECTION 11.05. Dissemination Agent. The Local Agencies may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their respective obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Wilmington Trust, N.A.. The Dissemination Agent may resign at any time by providing at least thirty (30) days written notice to the Local Agencies and the Trustee.

SECTION 11.06. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Local Agencies and the Dissemination Agent and the Trustee may amend this Disclosure Agreement (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the Local Agencies, *provided* neither the Trustee or Dissemination Agent shall be obligated to enter into an amendment increasing or modifying its duties or obligations hereunder), and any provision of this Disclosure Agreement may be waived, *provided* the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 11.03(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 any of the Local Agencies or type of business conducted thereby;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed

to the Local Agencies and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in this Trust Agreement for amendments to this Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Local Agencies and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and

(d) the Local Agencies shall have delivered copies of such opinions and amendment to the Repository.

SECTION 11.07. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Local Agencies from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Local Agencies choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Local Agencies shall have no obligation hereunder to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 11.08. Default. In the event of a failure of the Local Agencies or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee shall at the written request of any Participating Underwriter or the Owners or beneficial owners of at least 25% aggregate principal amount of Outstanding Note Participations, but only to the extent indemnified to its satisfaction from any liability or expenses, including without limitation fees and expenses of its attorneys, or any Owner or beneficial owner of a Note Participation may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Local Agencies or Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an “Event of Default” under Section 7.01 hereof or under any Note Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Local Agencies or the Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Local Agencies agree to indemnify and save the Dissemination Agent and the Trustee, their 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 attorney’s fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s or Trustee’s negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Local Agencies for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Local Agencies from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Local Agencies hereunder and shall not be deemed to be acting in any fiduciary capacity for

the Local Agencies, Owners or any other party. The obligations of the Local Agencies under this Section shall survive resignation or removal of the Dissemination Agent or Trustee and payment of the Notes and the Note Participations.

SECTION 11.10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Local Agencies, the Trustee, the Dissemination Agent, the Purchaser and the Participating Underwriter and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Local Agencies, the Trustee, the Authority, and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be observed or performed by or on behalf of the Local Agencies or the Authority shall be for the sole and exclusive benefit of the Trustee, the Authority and the Owners and their successors.

SECTION 12.02. Successor Deemed Included in All References to Predecessor. Whenever either the Local Agencies, the Authority, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Local Agencies, the Authority or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Local Agencies, the Authority or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 12.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any 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 or territory in which he purports to act that the person signing such declaration, request 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, or by such other proof as the Trustee may accept which it may deem sufficient.

Any declaration, request or other instrument in writing of the Owner of any Note Participation shall bind all future Owners of such Note Participation with respect to anything done or suffered to be done by the Local Agencies, the Authority or the Trustee in good faith and in accordance therewith.

SECTION 12.04. Waiver of Personal Liability; No Liability of Authority Members. No employee, trustee, member, officer or employee of the Local Agencies or the Authority shall be individually or personally liable for the payment of the interest on or principal evidenced and represented by the Note Participations, but nothing contained herein shall relieve any employee, trustee, member, officer or employee of the Local Agencies or the Authority from the performance of

any official duty provided by any applicable provisions of law or by the Notes or the Note Resolution or the Trust Agreement.

Notwithstanding anything to the contrary herein or in any other document, no entity that is a program participant of the Authority, its supervisors, councilmembers, trustees, officers, directors, employees, and agents, shall have any liability of any kind hereunder or by reason of or in connection with any of the transactions contemplated hereby, other than with respect to a program participant of the Authority in its capacity as a Local Agency hereunder.

SECTION 12.05. Content of Certificates; Post-Issuance Legal Opinions. Every Certificate of the Authority or any Local Agency with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Authority or any Local Agency may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Local Agency or the Authority, upon a representation by an officer or officers of the Local Agency or the Authority unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Should any of the post-issuance Opinions of Counsel referred to in this Trust Agreement, the Note Resolutions or in any Local Agency Certificate be delivered by bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation, or if the Note Participations are prepaid or remain Outstanding in connection with a transaction which is approved by counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation, the Trustee, promptly after such opinion is delivered, will mail, first-class, postage prepaid, a copy of each said opinion to each Owner at said Owner's address as it appears in the registration book kept by the Trustee. The Authority and the Local Agencies shall cooperate with the Trustee in order to effectuate the provisions of this paragraph.

SECTION 12.06. Notice by Mail. Any notice required to be given hereunder by mail to any Owners of Note Participations shall be given by mailing a copy of such notice, first class postage prepaid, to the Owners of such Note Participations at their addresses appearing in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given; *provided*, that receipt of any such notice shall not be a condition precedent to the effectiveness of such notice and failure to receive any such notice shall not affect the validity of

the proceedings taken in connection with the action or the event concerning which such notice was given.

SECTION 12.07. Funds. Any fund or account required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the instructions, if any, delivered to the Trustee pursuant to Section 6.04(b) and for the protection of the security of the Note Participations and the rights of the Owners.

SECTION 12.08. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

SECTION 12.09. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Local Agencies, the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Note Participations, and the Owners shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Local Agencies, the Authority and the Trustee hereby declare that they would have executed and entered into this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Note Participations pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 12.10. California Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 12.11. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Trustee: Wilmington Trust, N.A.
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Attention: Dominic Do

If to the Authority: California Community College Financing Authority
2017 "O" Street
Sacramento, California 95814
Attention: Secretary

If to the Local Agencies: To the individual addressees as set forth in Exhibit A to the
Purchase Agreement

If to the Purchaser: Morgan Stanley & Co. LLC
1999 Avenue of the Stars, Suite 2400
Los Angeles, CA 90067
attention: Karma Pemba, Executive Director

SECTION 12.12. Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

SECTION 12.13. Execution in Counterparts. This Trust Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and each of the Local Agencies named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

CALIFORNIA COMMUNITY COLLEGE
FINANCING AUTHORITY

By: _____
Interim Executive Director

WILMINGTON TRUST, N.A., as Trustee and
Dissemination Agent

By: _____
Authorized Signatory

IN WITNESS WHEREOF, the Authority and each of the Local Agencies named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

[DISTRICT]

By: _____
Authorized Local Agency Representative

IN WITNESS WHEREOF, the Authority and each of the Local Agencies named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

[DISTRICT]

By: _____
Authorized Local Agency Representative

IN WITNESS WHEREOF, the Authority and each of the Local Agencies named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

[DISTRICT]

By: _____
Authorized Local Agency Representative

EXHIBIT A

[FORM OF NOTE PARTICIPATION]

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. 1

CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATION, SERIES A

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
in Notes issued by Certain Local Agencies

<u>Interest Rate</u>	<u>Principal Payment Date</u>	<u>Date of Initial Delivery</u>	<u>CUSIP</u>
----------------------	-------------------------------	---------------------------------	--------------

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: SEVEN MILLION FIVE HUNDRED NINETY THOUSAND DOLLARS

THIS IS TO CERTIFY that the registered owner set forth above of this California Community College Financing Authority Tax and Revenue Anticipation Note Program, Fiscal Year 2020-21 Note Participation, Series A (the "Note Participation"), is the owner of a proportionate undivided interest in the rights to receive the principal and interest payments on the Notes (as that term is defined in the Trust Agreement hereinafter mentioned) issued by the Local Agencies identified in Schedule I hereto (the "Local Agencies") all of which rights are evidenced and represented by this Note Participation. Such Notes have been deposited by the Local Agencies with Wilmington Trust, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its designated corporate trust office in Costa Mesa, California, as trustee (together with any successor thereto in accordance with the Trust Agreement, the "Trustee"). The Trustee may designate a different corporate trust office hereunder by an instrument in writing delivered to the California Community College Financing Authority (the "Authority").

The Trustee is executing this Note Participation solely in its capacity as Trustee under the Trust Agreement and is not liable thereon in its individual or personal capacity.

The registered owner of this Note Participation is entitled to receive, subject to the terms of the Notes, on the Principal Payment Date (the "Principal Payment Date") set forth above, upon surrender of this Note Participation on such Principal Payment Date at said office of the Trustee, the principal sum set forth above, representing the registered owner's proportionate share of the principal payments on the Notes becoming due and payable on such Principal Payment Date. In addition, the registered owner of this Note Participation is entitled to receive such registered owner's proportionate share of the interest payments on the Notes accruing from the date of initial issuance of

the Notes and becoming due and payable on the Principal Payment Date. Such proportionate share of interest is determined by the multiplication of the aforesaid principal sum by the interest rate per annum set forth above determined on the basis of a 360-day year consisting of twelve 30-day months. All such amounts are payable in lawful money of the United States of America.

This Note Participation is one of the duly authorized certificates of participation entitled “California Community College Financing Authority Tax and Revenue Anticipation Note Program, Fiscal Year 2020-21 Note Participation, Series A” aggregating \$_____ (the “Note Participations”) which have been executed by the Trustee under and pursuant to the terms of a Trust Agreement (the “Trust Agreement”) dated as of _____ 1, 2021 by and between the Trustee, the Local Agencies and the Authority. Copies of the Trust Agreement are on file at said office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Note Participations, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Note Participations with respect thereto, for the terms under which the Trust Agreement and the Notes can be amended, and for the other agreements, conditions, covenants and terms upon which the Note Participations are executed and delivered thereunder, all to which the owner hereof assents and agrees by acceptance hereof.

The Note Participations are authorized to be executed and delivered in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof.

This Note Participation is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Note Participation for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Note Participation or Note Participations of authorized denominations equal to the principal amount hereof will be executed and delivered by the Trustee to the registered owner hereof in exchange or transfer herefor.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by this Note Participation shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Note Participation to the extent of the sum or sums so paid.

The Note Participations each evidence and represent a proportionate undivided interest in the Notes and enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The Notes are issued pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (herein called the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) by the Local Agencies in anticipation of the receipt of taxes, income, revenue (including, but not limited to, revenue from state and federal

governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits, but excepting certain moneys encumbered for a special purpose) of the Local Agency, received in or accrued to such Local Agency's 2020-21 fiscal year, a portion of which revenues are pledged for repayment of the Notes.

The Trustee has no obligation or liability to the registered owners of the Note Participations for the payment of the interest or principal evidenced and represented by the Note Participations; but rather the Trustee's sole obligation is to administer, for the benefit of the Local Agencies and the registered owners of the Note Participations, the various funds and other duties established under the Trust Agreement.

The Owner hereby has a proportionate undivided ownership interest in each of the following Notes, each dated the Date of Initial Delivery, maturing on the Principal Payment Date and bearing interest at the Interest Rate per annum and payable on the Principal Payment Date, all as specified on the face of this Note Participation.

<u>Local Agency</u>	<u>Principal Amount</u>
See Schedule Attached	See Schedule Attached
Total	

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Trustee or its agent for the registration of transfer, exchange, or payment, and any certificate 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.

IN WITNESS WHEREOF, this Note Participation has been dated the date of initial delivery hereof, and has been executed by the manual signature of an authorized officer of the Trustee on the following date:

Date: _____, 2021

Wilmington Trust, N.A., as Trustee

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____ whose tax identification number is _____ the within Note Participation and do(es) hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer such Note Participation on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED BY:

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note Participation in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

EXHIBIT B

[FORM REQUISITION FROM PROCEEDS FUND]

To: Wilmington Trust, N.A., as Trustee

From: _____

Dated Date: _____

Re: 2020-21 California Community College Financing Authority Tax and Revenue Anticipation Note Program (the "Program")

Requisition No. ____

The undersigned, on behalf of the _____ Community College District (the "Local Agency"), hereby requests payment, from the Proceeds Fund for such Local Agency established pursuant to the Program, the amount of \$_____ [by wire/check/ACH (circle one)] for purposes for which the Local Agency is authorized to expend moneys. If the payment is by wire or ACH, please fill in the following information:

Name, Address and Phone Number of Bank:

ABA#: _____

Account No.: _____

The undersigned hereby certifies as follows:

The amount requisitioned hereby is for a purpose for which the Local Agency is authorized to expend funds from the general fund of the Local Agency.

The representations of the Local Agency set forth in the Resolution of the Local Agency, providing for the borrowing of funds for Fiscal Year 2020-21 and the issuance and sale of a 2020-21 Tax and Revenue Anticipation Note therefore and authorizing participation in the Program (the "Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

The information contained herein is true and correct as of the date of this Requisition.

Authorized Local Agency Representative

EXHIBIT C

[FORM OF REQUEST FOR PAYMENT ACCOUNT DEPOSIT CERTIFICATION AND
FORM OF PAYMENT ACCOUNT DEPOSIT CERTIFICATION]

To: [Name and address of Local Agency]

From: Wilmington Trust, N.A.

Date: [Date Request is mailed]

Re: California Community College Financing Authority Tax and Revenue Anticipation Note
Program (the "Program")

Wilmington Trust, N.A., as trustee (the "Trustee"), pursuant to that certain Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), among the California Community College Financing Authority, certain Local Agencies identified therein and the Trustee, hereby requests, pursuant to Section 5.06 of the Trust Agreement, that you provide within seven Business Days of the date hereof (i.e., by _____, 2021) the certification set forth below with respect to the deposit required to be made to the Payment Account established in your general fund pursuant to your Note Resolution. Failure to make the required deposit into the Payment Account constitutes an Event of Default under the Note Resolution and the Trust Agreement. Furthermore, failure to properly submit the Payment Account Deposit Certification by the date required also constitutes an Event of Default under the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Trust Agreement.

Payment Account Deposit Certification

We, _____, the chief business officer of the _____ Community College District (the “Local Agency”), hereby confirms and certifies that the amount of \$_____ has been segregated from other General Fund moneys of the Local Agency and deposited into the Payment Account established by the Local Agency on _____ as required by the Note Resolution.

Authorized Local Agency Representative

EXHIBIT D
DEPOSIT NOTICE

CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATIONS, SERIES A

Name of Local Agency : _____ Community College District

Today's Date: _____

Please indicate form of repayment below. PLEASE CONFIRM RECEIPT OF FAX BY CALLING CORPORATE TRUST

_____ – *voice*
_____ – *fax*

1. WIRE TRANSFER: Please make Check Payable to _____
Reference: California Community College Financing Authority,
Series A
_____ Community College District

Send Check via overnight courier to:

Amount of Check: \$ _____ Date Mailed: _____

Via (type of deliver): _____

2. WIRE TRANSFER
Please provide the following information no later than one day before the wire

Amount of Wire: \$ _____

Date wire will be sent: _____

Name of Sending Bank: _____

_____ Wiring Instruction are as follows:

ABA: _____

ACCOUNT: _____

Ref: California Community College Financing Authority, Fiscal Year 2020-21
Series A

_____ Community College District

ATTN: _____

3. ACH TRANSFER:* Automatic Clearing House Transfer Instruction

Date of Transfer _____

Local Agency's Bank Name: _____

ABA: _____

Account Number: _____

Account Type (check one) Checking Savings

Account Name: _____

[name of District]

Amount to Transfer: \$ _____

Transfer Date: _____

Dated: _____, 20__

[Local Agency]

By:

Title:

Authorized Representative

*This type of repayment authorizes _____ to automatically debit the Local Agency's account via ACH and requires the Local Agency's authorized representative signature. The transfer will be initiated by _____ and the Transfer amount will be shown on the Local Agency's account on the following business day.

SCHEDULE I
PARTICIPATING LOCAL AGENCY NOTE AMOUNTS
PARTICIPATING LOCAL AGENCIES

<u>Issuer</u>	<u>Principal Amount</u>
Total	

SCHEDULE II
NET PROCEEDS
ATTRIBUTABLE TO EACH LOCAL AGENCY
PARTICIPATING LOCAL AGENCIES

<u>Issuer</u>	<u>Principal Amount</u>
Total	

Table of Contents
(continued)

Page

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01.	Definitions	2
SECTION 1.02.	Equal Security	7

ARTICLE II

CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

SECTION 2.01.	Preparation of Note Participations.....	7
SECTION 2.02.	Denominations, Medium, Method and Place of Payment and Dating of Note Participations	8
SECTION 2.03.	Terms of the Note Participations	8
SECTION 2.04.	Form of Note Participations	9
SECTION 2.05.	Execution of Note Participations.....	9
SECTION 2.06.	Transfer and Exchange of Note Participations	9
SECTION 2.07.	Note Participation Registration Books	9
SECTION 2.08.	Temporary Note Participations.....	9
SECTION 2.09.	Note Participations Mutilated, Destroyed, Lost or Stolen.....	9
SECTION 2.10.	Special Covenants as to Book-Entry Only System.	10

ARTICLE III

PROCEEDS OF NOTE PARTICIPATIONS

SECTION 3.01.	Delivery of Note Participations	12
SECTION 3.02.	Establishment of Funds and Deposit of Proceeds of Note Participations	12
SECTION 3.03.	Use of Money in the Costs of Issuance Funds and the Proceeds Funds; Additional Deposits to Proceeds Funds.....	12

ARTICLE IV

TRUSTEE'S DUTIES REGARDING NOTES

SECTION 4.01.	Return of Paid Notes	13
---------------	----------------------------	----

ARTICLE V

NOTE PAYMENTS

SECTION 5.01.	Deposit of Notes	13
SECTION 5.02.	Deposit of Money in the Note Participation Payment Fund.....	14
SECTION 5.03.	Reserved.	14
SECTION 5.04.	Reserved.	14

Table of Contents
(continued)

	<u>Page</u>
SECTION 5.05. Investments.....	14
SECTION 5.06. Confirmation of Deposits to Payment Accounts.....	15

ARTICLE VI

COVENANTS

SECTION 6.01. Compliance with Trust Agreement	15
SECTION 6.02. Amendment of Notes.....	15
SECTION 6.03. Observance of Laws and Regulations	16
SECTION 6.04. Tax Covenants	16
SECTION 6.05. Liens	16
SECTION 6.06. Accounting Records and Statements	16
SECTION 6.07. Recordation and Filing	17
SECTION 6.08. Further Assurances	17
SECTION 6.09. Reserved.....	17

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

SECTION 7.01. Action on Default	17
SECTION 7.02. Other Remedies of the Trustee	18
SECTION 7.03. Non-Waiver	18
SECTION 7.04. Application of Funds	18
SECTION 7.05. Remedies Not Exclusive.....	19
SECTION 7.06. Exercise of Remedies; Relative Rights of the Note Participation Owners.....	19
SECTION 7.07. Limited Liability of the Local Agencies	19
SECTION 7.08. No Liability by the Trustee to the Owners	20
SECTION 7.09. Limited Liability of the Authority	20

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. Employment and Duties of the Trustee	20
SECTION 8.02. Removal and Resignation of the Trustee.....	20
SECTION 8.03. Compensation of the Trustee.....	21
SECTION 8.04. Protection of the Trustee	21
SECTION 8.05. Notices to Rating Agencies	23

ARTICLE IX

AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

SECTION 9.01. Amendment or Supplement of Trust Agreement	23
--	----

Table of Contents
(continued)

	<u>Page</u>
SECTION 9.02. Disqualified Note Participations.....	24
SECTION 9.03. Procedure for Amendment with Written Consent of the Owners	24
SECTION 9.04. Endorsement or Replacement of Note Participations after Amendment or Supplement.....	24
SECTION 9.05. Amendment or Supplement by Mutual Consent	25

ARTICLE X

DEFEASANCE

SECTION 10.01. Discharge of Note Participations and Trust Agreement.....	25
SECTION 10.02. Unclaimed Money	26

ARTICLE XI

CONTINUING DISCLOSURE AGREEMENT

SECTION 11.01. Continuing Disclosure Agreement	26
SECTION 11.02. Definitions	26
SECTION 11.03. Reporting of Significant Events.	27
SECTION 11.04. Termination of Reporting Obligation.....	29
SECTION 11.05. Dissemination Agent	29
SECTION 11.06. Amendment; Waiver	29
SECTION 11.07. Additional Information.....	30
SECTION 11.08. Default.....	30
SECTION 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent	30
SECTION 11.10. Beneficiaries	31

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Benefits of the Trust Agreement Limited to Parties.....	31
SECTION 12.02. Successor Deemed Included in All References to Predecessor.....	31
SECTION 12.03. Execution of Documents by Owners.....	31
SECTION 12.04. Waiver of Personal Liability; No Liability of Authority Members.....	31
SECTION 12.05. Content of Certificates; Post-Issuance Legal Opinions	32
SECTION 12.06. Notice by Mail.....	32
SECTION 12.07. Funds	33
SECTION 12.08. Article and Section Headings, Gender and References.....	33
SECTION 12.09. Partial Invalidity	33
SECTION 12.10. California Law.....	33
SECTION 12.11. Notices.....	33
SECTION 12.12. Effective Date.....	34
SECTION 12.13. Execution in Counterparts	34

Table of Contents
(continued)

	<u>Page</u>
Exhibit A	Form of Note Participation A-1
Exhibit B	Form of Requisition From Proceeds Fund..... B-1
Exhibit C	Form of Request for Payment Account Deposit Certification and Form of Payment Account Deposit Certification C-1
Exhibit D	Deposit Notice D-1
Schedule I	Participating Local Agency Note Amounts I-1
Schedule II	Initial Deposit to Proceeds Fund Attributable to Each Local Agency II-1

\$ _____
**CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATIONS
SERIES A**

NOTE PARTICIPATION PURCHASE AGREEMENT

_____, 2021

California Community College Districts
As listed on Exhibit A hereto

The undersigned, as underwriter (the “Underwriter”), offers to enter into the following agreement (this “Note Participation Purchase Agreement”) with the community college districts identified in Exhibit A hereto (severally and not jointly) (the “Districts”) and Wilmington Trust, National Association, as trustee pursuant to that certain Trust Agreement (the “Trust Agreement”), dated as of _____ 1, 2021, by and among the Trustee, the California Community College Financing Authority (the “Authority”), acting as sponsor of its Tax and Revenue Anticipation Note Program (the “Program”), and the Districts, which, upon acceptance of this offer by the Districts and the Trustee will be binding upon the Districts (severally and not jointly), the Trustee and the Underwriter. This offer is made subject to acceptance of this Note Participation Purchase Agreement by the Districts and the Trustee on or before 11:59 p.m., California time, on the date hereof, and, if this Note Participation Purchase Agreement is not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Districts and the Trustee.

Inasmuch as this purchase and sale represents a negotiated transaction, each District acknowledges and agrees that: (i) the transaction contemplated by this Note Participation Purchase Agreement is an arm’s length, commercial transaction between each District and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Districts; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Districts with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to any of the other Districts on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own accounts, (iv) the only obligations the Underwriter has to the Districts with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) each District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

1. Purchase and Sale of Note Participations. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase California Community College Financing Authority Tax and Revenue

Anticipation Note Program Fiscal Year 2020-21 Note Participations, Series A (the “Note Participations”) in the aggregate principal amount of \$_____. The aggregate purchase price to be paid by the Underwriter for the Note Participations is hereby agreed to be \$_____ (representing the principal amount of \$_____ plus original issue premium of \$_____, and less the Underwriter’s discount of \$_____). The breakdown of the purchase price is shown in Exhibit B.

The Note Participations shall be dated the date of initial execution and delivery, shall mature on the dates, and shall evidence and represent principal of the Notes (as defined herein) attributable thereto and interest accrued thereon from the date of initial issuance of such Notes and execution and delivery thereof, which interest shall be payable on certain dates and at certain rates, all as shown on Exhibit B hereto.

The principal amount of each District’s Note, together with the interest thereon, will be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits, but excepting certain moneys encumbered for a special purpose), received in or accrued each District’s 2020-21 fiscal year, and which are generally available for the payment of current expenses and other obligations of such District (collectively, the “Unrestricted Revenues”).

As security for the payment of the principal of and interest on its Note, each District has pledged the first Unrestricted Revenues received by such District during the months of _____, 2021 and _____, 2021, up to an amount which is equal in such months to 50% of the principal and interest due on such Note, such months hereby constituting “Repayment Months” for purposes of its respective District Resolution (as defined herein).

2. Use of Documents; Public Offering. In connection with the offering and sale of the Note Participations, each of the several Districts hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement dated as of _____, 2021 (collectively, including such supplement, the cover page and Appendices thereto, the “Preliminary Official Statement”) which, as of its date, the Districts have deemed final (and hereby confirm and ratify such determination) for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, (the “Rule”), except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, redemption provisions, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Note Participations which depend upon the foregoing as provided in and pursuant to the Rule.

The Districts agree to deliver to the Underwriter as many definitive copies of the Preliminary Official Statement, as amended to conform to the terms of this Note Participation Purchase Agreement and with such other changes and amendments as are mutually agreed upon by the Underwriter and the Districts (which, inclusive of the cover page and Appendices thereto, shall be referred to herein as the “Official Statement”), as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule. The Districts agree to deliver the final Official Statement within seven business days after the execution of this Note Participation Purchase Agreement.

The Note Participations shall be as described in authorizing resolutions adopted by the Districts relating to such District's participation in the Program and authorizing the issuance of the respective District's Note (collectively, the "District Resolutions") and shall be delivered and secured under the provisions of the Trust Agreement. The principal and interest evidenced by the Note Participations shall be payable as provided in the Trust Agreement and as described in the Official Statement. All capitalized items not defined herein shall have the meanings set forth in the Trust Agreement. The Note Participations evidence and represent the tax and revenue anticipation notes (the "Notes") issued by the Districts, as listed in Appendix A hereto. The Districts shall irrevocably deposit with and pledge and transfer to the Trustee their Notes, who shall be the registered owner of each Note for the benefit of the Owners of the Note Participations and such deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of such Notes for the purpose and on the terms set forth in the Trust Agreement. The Note of each District shall be registered in the name of the Trustee and held by the Trustee for the benefit of the owners of the Note Participations to secure the payment of principal and interest represented by Note Participations. The issuance of the Notes, and the approval of the execution and delivery of the Trust Agreement and the Note Participations, have been duly and validly authorized or acknowledged by the Districts pursuant to the respective District Resolutions.

The Districts hereby authorize the Underwriter to use and distribute the Trust Agreement, the District Resolutions, the Preliminary Official Statement and the Official Statement and the information contained in each such document in connection with the offering and the sale of the Note Participations.

The Underwriter agrees to make a bona fide public offering of all the Note Participations at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Note Participations.

3. Closing. At 9:00 a.m., California time, on _____, 2021, or at such earlier or later time or date as shall be agreed by the Districts and the Underwriter (such time and date being herein referred to as the "Closing Date"), the Trustee on behalf of each District will deliver to the Underwriter, for delivery through the facilities of The Depository Trust Company ("DTC"), in New York, New York (or such other location as may be designated by the Underwriter), the Note Participations in the form of one or more (as may be required by DTC) fully registered Note Participations (which may be typewritten) duly executed by the manual signature of a representative of the Trustee, and will deliver or cause to be delivered its Note, duly executed and authenticated, together with the other documents hereinafter mentioned, to the Trustee no later than 9:00 a.m., California time, on the Closing Date, or at such other time or date as may be mutually agreeable to the Districts and the Underwriter, at the San Francisco office of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Special Counsel"), or such other place as the Districts and the Underwriter shall mutually agree. The net proceeds of sale of the related Note Participations set forth in the Pricing Confirmation shall be deposited in the amount indicated in the Pricing Confirmation under the heading "Deposit to Note Proceeds Account" which shall be held by the Trustee for the District and the remainder shall be deposited in the Costs of Issuance Fund held thereunder.

It shall be a condition to the obligation of the Underwriter to purchase, to accept delivery of and to pay for the Note Participations, that the entire aggregate principal amount of the Note Participations authorized to be executed and delivered by the Trust Agreement shall be sold and delivered at the Closing. The Underwriter will accept such delivery and pay the purchase price of the Note Participations as set forth in Section 1 herein by wire transfer in immediately available funds. Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Note Participation nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Note Participations on the Closing Date in accordance with the terms of this Note Participation Purchase Agreement. The Note Participations shall be made available to the Underwriter, not later than one business day before the Closing Date for purposes of inspection and packaging. Upon initial issuance, the ownership of such Note Participations shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC.

4. Representations, Warranties and Agreements of the Districts. Each District represents, warrants and agrees as follows:

(a) the District is, and will be at the Closing Date, a duly organized and validly existing community college district pursuant to the laws of the State of California (the “State”) with full power and authority to observe and perform the covenants and agreements set forth in the Trust Agreement, and this Note Participation Purchase Agreement, and to deliver its Note;

(b) by official action of the District, prior to or concurrently with the acceptance hereof, the District (i) has duly authorized the distribution of the Preliminary Official Statement, approved and authorized the distribution of the Official Statement, and (ii) adopted its District Resolution, and authorized and approved the execution and delivery of the Trust Agreement, and this Note Participation Purchase Agreement, and the performance of its obligations contained in its Note, the Trust Agreement, and this Note Participation Purchase Agreement, and (iii) the District Resolution is in full force and effect and has not been amended or supplemented as of the date hereof;

(c) the adoption of the District Resolution and the execution and delivery of this Note Participation Purchase Agreement, the Trust Agreement and its Note, and compliance with the provisions on the District’s part contained therein do not and will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust, bond, note, resolution, agreement or other instrument to which the District is a party or by which the District or, to its knowledge, any of its properties are bound, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District which materially adversely affects the security for its Note under the terms of any such law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust bond, note, resolution, agreement or other instrument, except as provided in the Trust Agreement;

(d) all consents, approvals and authorizations of governmental or regulatory authorities for the valid execution and delivery of its Note, the Trust Agreement and this Note

Participation Purchase Agreement, and the performance of the District's obligations contained herein and therein, have been obtained and are in full force and effect;

(e) other than as set forth in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board or body, which has been formally served on the District or, to the best knowledge of the District, pending or threatened against the District seeking to restrain or enjoin the issuance, sale, execution or delivery of the Note Participations or the pledge or application of the Notes pursuant to the Trust Agreement, to an extent which would have a materially adverse effect on the security for the Note Participations or in any way contesting or affecting the validity of any proceedings of the District taken concerning the issuance or sale of the Note Participations, the District Resolution, the Trust Agreement and this Note Participation Purchase Agreement or the federal tax exempt status of interest on the Note Participations, issuing or contesting in any way the completeness or accuracy of the Preliminary Official Statement, as supplemented, or the Official Statement, as may be amended or supplemented, or the existence or powers of the District relating to the issuance of the Note Participations, the adoption of the District Resolution or the execution and delivery of this Note Participation Purchase Agreement;

(f) all representations and warranties set forth in the District Resolution are true and correct on the date hereof and are made for the benefit of the Underwriter as if set forth herein;

(g) if requested, a copy of the District Resolution has been delivered to the Underwriter, and the District Resolution will not be amended or repealed without the consent of the Underwriter, which consent will not be unreasonably withheld;

(h) the District is authorized to execute the Trust Agreement and to deliver the Note to the Trustee;

(i) the District shall provide the required Payment Account Deposit Certifications (upon a request therefor) in accordance with the Trust Agreement;

(j) the District has not issued any obligation or obligations, other than the Note, to finance the working capital deficit for which the Note is being issued;

(k) the Preliminary Official Statement as of its date (other than statements or information therein specifically relating to one of the other community college districts participating in the Program) did not, and the Official Statement as of its date and as of the Closing (other than statements or information therein specifically relating to one of the other community college districts participating in the Program) 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 and information contained therein, in the light of the circumstances under which they were made, not misleading in any material respect; it being further understood that no such representation or warranty shall apply to statements or information in the Official Statement concerning DTC or its book-entry only system contained in the Official Statement;

(l) if between the date of this Note Participation Purchase Agreement and twenty-five (25) days after the End of the Underwriting Period an event occurs or facts or

conditions become known, of which the District has knowledge, which in the opinion of the Underwriter, might or would cause the information in the 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 the 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, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Districts will amend or supplement the Official Statement in a form and in a manner approved by the Underwriter. 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.

(1) For the purposes hereof, the “End of the Underwriting Period” is used as defined in Rule 15c2-12 and shall occur on the later of (x) the date of Closing or (y) when the Underwriter no longer retains an unsold balance of the Note Participations; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Districts and the Underwriter, each District may assume that the End of the Underwriting Period is the Closing Date.

(m) the financial statements of, and other financial information regarding the District in the Preliminary Official Statement and the Official Statement, fairly present the financial position and results of the District as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District;

(n) the terms and provisions of this Note Participation Purchase Agreement and the Trust Agreement comply in all material respects with the requirements of the District Resolution, and this Note Participation Purchase Agreement and the Trust Agreement, assuming due authorization, execution and delivery by the other respective parties thereto, will constitute the valid and binding obligations of the District, enforceable in accordance with their terms, subject to bankruptcy, insolvency, moratorium and other similar laws affecting creditors’ rights generally, to equitable principles when equitable remedies are sought, and to the limitations on legal remedies against public agencies in the State;

(o) the District is not in violation or breach of or default under any applicable law or administrative rule or regulation of the United States or any state thereof having jurisdiction over the District or its properties, or of any department, division, agency or instrumentality of any state thereof, or any applicable court judgment or administrative decree or order, or any lease, note, resolution, indenture, contract, agreement or other instrument to which the District is a party or is otherwise (to its knowledge) subject or bound, or to which any of its property is otherwise subject, which in any way materially affects the issuance of the Notes or the validity thereof, this Note Participation Purchase Agreement, the District Resolution or the Trust Agreement, or materially adversely affects the ability of the District to perform any of its obligations under any thereof;

(p) any certificate signed by an authorized officer of the District and delivered to the Underwriter or the Trustee shall be deemed a representation and warranty by the District in connection with this Note Participation Purchase Agreement to the Underwriter as to the statements made therein for the purposes for which such statements are made;

(q) the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, as the Underwriter may reasonably request in order to qualify the Note Participations for offer and sale under the Blue Sky or securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may request; provided, however, that the District will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign corporation in any such jurisdiction;

(r) upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the District shall deposit with the Trustee the Note, as described herein and in the District Resolution. The Note shall be issued in substantially the form set forth in the District Resolution, without coupons in the full principal amount set forth in the Pricing Confirmation attached as Exhibit C hereto (the "Pricing Confirmation") (the District acknowledges that the Underwriter has not participated in any of the matters pertaining to investment of the Note proceeds described in the Pricing Confirmation and that the Underwriter has no responsibility for such investments or any bidding procedures with respect thereto);

(s) each District Resolution creates a valid pledge of, lien on, and security interest in, the related Note and the other funds and assets purported to be pledged under such District Resolution, prior in right to any other pledge, lien or security interest in the Notes or such other funds and assets;

(t) each District agrees, pursuant to the Trust Agreement as described in the Preliminary Official Statement and the Official Statement, to provide or cause to be provided to the Repository (as such term is defined in the Trust Agreement) in a timely manner notice of certain material events respecting the Notes and the related Note Participations. These agreements have been made in order to assist the Underwriter in complying with the Rule. Except as otherwise described in the Official Statement, each District has not in the previous five years failed to comply in any material respect, and is for such years, as of the date hereof, in compliance in all material respects with its disclosure obligations under any prior undertaking related to the Rule to provide annual reports or notices of material events.

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

(a) The Underwriter is duly authorized to execute this Note Purchase Agreement and to take any action hereunder required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to each of the Districts, and is not prohibited thereby from acting as the Underwriter hereto with respect to securities of the Districts.

(c) The Underwriter has, and has had, no financial advisory relationship as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23 with any of the Districts with respect to the Note Participations, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

6. Conditions to Closing. The Underwriter has entered into this Note Participation Purchase Agreement in reliance upon the representations, warranties and covenants of each of the Districts contained in the respective District Resolutions and to be contained in the documents and instruments to be delivered at the Closing (hereinafter referred to collectively as the “Delivery Certificates”) and upon the performance by each of the Districts of their respective obligations hereunder and under the District Resolutions and the Trust Agreement (collectively, the “Documents”), both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligation under this Note Participation Purchase Agreement to purchase, to accept delivery of and to pay for the Note Participations shall be subject to the performance by the each of the Districts of their respective obligations to be performed hereunder and under the Documents to which they are a party at or prior to the Closing and shall also be subject to the following conditions, including the delivery by each of the Districts of such documents as are contemplated hereby in form and substance satisfactory to the Underwriter and Special Counsel and to the following additional conditions:

(a) The representations and warranties of each of the Districts contained herein and in their respective Delivery Certificate shall be true, complete and correct in all material respects as of the date thereof, and the representations and warranties of each of the Districts contained in its District Resolution shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing. Each District shall inform the Underwriter prior to the Closing if it has actual knowledge that any of the representations and warranties contained herein or in any District’s Delivery Certificate, or District Resolution has become false or misleading prior to the Closing.

(b) At the time of the Closing, all official action of each District relating to its Resolution shall be in full force and effect and shall not have been revoked, amended, modified or supplemented.

(c) The Underwriter shall have the right to cancel its obligation under this Note Participation Purchase Agreement to purchase, to accept delivery of and to pay for the Note Participations by notifying the Trustee and the Districts in writing of its election to do so if, between the execution hereof and the Closing, the market price or marketability of the Note Participations, or the Underwriter’s ability to enforce contracts for the sale thereof, shall have been materially adversely affected, in the evidenced judgment of the Underwriter, by the occurrence of any of the following:

(1) by an amendment or proposed amendment to the Constitution of the United States or the State or by any federal or State legislation or the promulgation or proposed promulgation of any rule or regulation thereunder or by any decision of any federal, State, or local court or by any ruling or regulation (final, temporary or proposed)

by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, affecting:

(i) the federal income tax status of any of the Districts, its property or income or its obligations (including the Notes and the Note Participations being issued on a tax-exempt basis); or

(ii) the federal income tax status of the interest on the Notes or the Note Participations being issued on a tax-exempt basis or the validity of the Notes or the Note Participations or any of the Documents;

(2) there shall have occurred any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in or material escalation of major military hostilities by the United States or the occurrence or escalation of any other national or international emergency, calamity or crisis, including those relating to the effective operation of the government or the financial community in the United States; or

(3) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States or authorities of the States of New York or California; or

(4) there shall have occurred any adverse change or any development involving a prospective change in the affairs, financial condition or otherwise, of any of the Districts, which, in the reasonable opinion of the Underwriter, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Note Participations on the terms and in the manner contemplated in the Official Statement; or

(5) there shall have occurred a default under any federal bankruptcy laws by or against any state of the United States or any local agency located in the State or any local agency located in the United States having a population of over 500,000, the effect of which, in the reasonable opinion of the Underwriter, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Note Participations on the terms and in the manner contemplated in the Official Statement; or

(6) legislation shall be enacted, or a decision of a court of competent jurisdiction shall be rendered or any action shall be taken by or on behalf of, the Securities and Exchange Commission, the California Department of Corporations or any other federal or state governmental agency having jurisdiction in the subject matter which, in the opinion of counsel to the Underwriter, has the effect of requiring registration or qualification of the issuance, offering or sale of the Note Participations, or of obligations of the general character of the Note Participations as contemplated hereby, under the Securities Act of 1933, as amended, or the Trust Agreement under the Trust Indenture Act of 1939, as amended; or

(7) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Note Participations or obligations of the general character of the Note Participations, any material restrictions

not now in force or being enforced, or increase materially those now in force, with respect to extension of credit by, or the charges to the net capital requirements of, the Underwriter; or

(8) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any rating assigned to any of the Districts' outstanding indebtedness; or

(9) any event shall have occurred or shall exist which either (i) makes untrue or incorrect in any material respect any statement or information contained in or appended to the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect.

(d) Any of the Districts shall fail to deliver its Note to the Trustee or the Trustee shall fail to cause the delivery of the Note Participations to the Underwriter as provided herein.

(e) At or prior to the Closing, the Underwriter shall have received the following documents:

(1) The Official Statement.

(2) An executed counterpart of the Trust Agreement.

(3) A certified copy of each District Resolution.

(4) The unqualified approving opinion, dated Closing Date and addressed to the Districts, of Special Counsel in the form attached to the Official Statement as Appendix G, together with a letter to the Underwriter stating that the Underwriter is entitled to rely on such approving opinion.

(5) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Special Counsel in form and substance satisfactory to the Underwriter, to the effect that:

(i) the statements contained in the Official Statement dated _____, 2021 (the "Official Statement") under the captions "INTRODUCTORY STATEMENT," "DESCRIPTION OF THE NOTE PARTICIPATIONS," "TAX MATTERS," and "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF THE TRUST AGREEMENT" insofar as such statements purport to summarize certain provisions of the Note Participations, the Trust Agreement and the form and content of Special Counsel's opinion relating to the treatment of interest received with respect to the Note Participations under federal and state law, fairly and accurately summarize the information presented therein (excluding therefrom financial statements and statistical data, or forecasts, numbers, charts, estimates, projections, assumptions

or expressions of opinion, information relating to DTC and its book entry system, or the information contained in Appendices __, __, __, __, __ and __ as to which no opinion need be expressed); and

(ii) the Note Participations are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(6) The opinion, dated the Closing Date and addressed to the Underwriter of counsel to the Underwriter, in form and substance satisfactory to the Underwriter, covering such matters relating to the transactions contemplated hereby as the Underwriter may reasonably request.

(7) A certificate of an authorized officer of the Trustee, dated the Closing Date in form and substance satisfactory to the Underwriter, to the effect that:

(i) the Trustee is a duly organized and validly existing national banking association under the laws of the United States of America, having full right, power and authority to enter into, accept and administer the trust created under the Trust Agreement and to execute and deliver the Note Participations in accordance therewith;

(ii) the Trust Agreement has been duly authorized, executed and delivered by the Trustee and (assuming the due authorization, execution and delivery thereof by the Districts and the Authority) constitutes the valid and binding obligation of the Trustee, enforceable in accordance with its terms, except to the extent that enforceability may be limited by principles of equity or by bankruptcy, moratorium, reorganization or other laws applicable to creditors' rights generally; and

(iii) the execution and delivery by the Trustee of the Trust Agreement and the Note Participations, and the performance by the Trustee of the terms thereof, do not violate any provision of the Trustee's Articles of Association or Bylaws or, to the best of such officer's knowledge after due inquiry, any existing law, regulation or ruling; nor, to the best of such officer's knowledge after like inquiry, are the Trust Agreement or the Note Participations in violation of, nor do they cause a default under, any agreement or instrument to which the Trustee is a party.

(8) One or more certificates, dated the Closing Date and signed by an authorized officer of each District, to the effect that, to their best knowledge, belief and information:

(i) the representations and warranties of the District contained in this Note Participation Purchase Agreement are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

(ii) none of the proceedings or authority for the execution and delivery of the Trust Agreement or the Note by the District has been repealed, modified, amended, revoked or rescinded; and

(iii) no event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect.

(9) At the Closing, a certificate of each of the Districts executed by an authorized officer of the District, in form and substance acceptable to the Underwriter and Special Counsel, dated as of the Closing Date, setting forth facts, estimates and circumstances concerning the use or application of the proceeds of the Notes, and stating in effect that on the basis of such facts, estimates and circumstances in existence on the date of the Closing, it is not expected that the proceeds of such Notes will be used in a manner that would cause such Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Internal Revenue Code of 1986 (the “Code”) and the regulations promulgated thereunder or under the statutory predecessor of the Code.

(10) At or prior to the Closing, evidence shall be delivered that the Note Participations have been rated “____,” by Standard & Poor’s, which rating has not been placed under review for downgrade, “credit alert” or other similar notice with negative implication between the date of this Note Participation Agreement and Closing, and that such rating is in full force and effect as of the Closing Date.

(11) Evidence that the federal tax information Form 8038-G has been prepared for each District, the Note Participations of which are being issued on a tax-exempt basis;

(12) Copies of the Notices of Sale required to be delivered to the California Debt and Investment Advisory Commission (“CDIAC”) pursuant to Section 8855(j) of the California Government Code;

(13) An opinion, satisfactory in form and substance to the Underwriter, of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the Trustee, the Districts and the Authority, to the effect that:

(i) The Trustee is a duly organized and validly existing national banking association in good standing under the laws of the United States of America and has full power and authority to undertake the trust of the Trust Agreement;

(ii) The Trustee has duly authorized, executed and delivered the Trust Agreement, and by all proper corporate action has authorized acceptance of the duties of the Trustee under of the Trust Agreement and has authorized, in its capacity as the Trustee, the acceptance of the deposit of the Notes and the execution and delivery of the Note Participations;

(iii) Assuming the corporate power and legal authority of, and the due authorization, execution and delivery by the other parties to the Trust Agreement, such agreements are valid, legal and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles relating to or limiting creditors' rights generally; and

(iv) The Note Participations have been validly authorized, executed and delivered by the Trustee pursuant to direction from the Districts.

(14) A letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel, dated the date of Closing and addressed to the Authority and the Underwriter, in substantially the form attached hereto as Exhibit D; and

(15) Such legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence (i) compliance by each of the Districts with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of each of the Districts herein contained or as contained in each Delivery Certificate, (iii) the due performance or satisfaction by each of the Districts at or prior to such time of all agreements then required to be performed and all conditions then required to be satisfied by each of the Districts, and (iv) that the information concerning the Districts in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

If the Districts shall be unable to satisfy the conditions to the obligation of the Underwriter to purchase, to accept delivery of and to pay for the Note Participations contained in this Note Participation Purchase Agreement, or if the obligation of the Underwriter to purchase, to accept delivery of and to pay for the Note Participations shall be terminated for any reason permitted by this Note Participation Purchase Agreement, this Note Participation Purchase Agreement shall terminate and neither the Underwriter, the Trustee nor the Districts shall be under further obligation hereunder, and except that the respective obligations of the Trustee, the Districts and the Underwriter set forth in paragraph 10 hereof shall continue in full force and effect.

7. Conditions to Obligations of the Districts. The performance by each District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by such District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than those to be provided by each such District.

8. Expenses. (a) Upon the delivery of the Note Participations to and payment thereof from the Underwriter, the Districts shall pay solely from the proceeds of the Note Participations, all expenses incident to the issuance of the Notes and the Note Participations, including, but not limited to, (i) the fees for ratings, including all expenses related to obtaining

such ratings; (ii) the cost of the printing and distribution of the Preliminary Official Statement, Official Statement and any amendment or supplement thereto; (iii) the fees and disbursements of the Trustee, (iv) the fees and expenses of Special Counsel, and (iv) the fees and expenses of the Authority, as sponsor of the Program. The District shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Purchase Contract and the issuance of the Notes and the Note Participations, including, but not limited to, a portion of the fees and disbursements of counsel retained by the Underwriter, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) Except as provided above, the Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Note Participations, and (ii) all other expenses incurred by them in connection with the public offering of the Note Participations, including a portion of the fees and disbursements of counsel retained by the Underwriter.

(c) The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Note Participations.

9. Notices. Any notice or other communication to be given to any of the participating Districts under this Note Participation Purchase Agreement may be given by delivering the same in writing to California Community College Financing Authority, as agent of the Districts, 2017 "O" Street, Sacramento, California 95814, Attention: President and Chief Executive Officer; Wilmington Trust, N.A., 650 Town Center Drive, Suite 600, Costa Mesa, California 92626; Attention: Dominic Do; and any notice or other communication to be given to the Underwriter under this Note Participation Purchase Agreement may be given by delivering the same in writing to Morgan Stanley & Co. LLC, 1999 Avenue of the Stars, Suite 2400, Los Angeles, CA 90067, Attention: Karma Pemba, Executive Director.

10. Parties in Interest; Survival of Representations and Warranties. This Note Participation Purchase Agreement is made solely for the benefit of the Trustee, the Districts and the Underwriter, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of each District contained in this Note Participation Purchase Agreement and each District Resolution shall remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of any payment for the Note Participations pursuant to this Note Participation Purchase Agreement and (iii) any termination of this Note Participation Purchase Agreement.

11. Effectiveness. This Note Participation Purchase Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized signatory of the Trustee, which acceptance hereof shall be indicated on the signature page hereof, and by a duly authorized signatory of each District to its Pricing Confirmation attached hereto, and shall be valid and enforceable as of the time of such acceptance. This Note Participation Purchase Agreement may be executed by facsimile transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

12. Governing Law. This Note Participation Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Very truly yours,

MORGAN STANLEY & CO. LLC

By: _____
Executive Director

Accepted this ___th day of _____, 2021
____:_____ California Time

**COMMUNITY COLLEGE DISTRICTS
LISTED ON EXHIBIT A**

Authorized Representatives of each Community College District shall execute this Note Participation Purchase Agreement by signing Pricing Confirmation in Exhibit C hereto

WILMINGTON TRUST, N.A., as trustee

By: _____
Authorized Representative

EXHIBIT A

**COMMUNITY COLLEGE DISTRICTS ISSUING NOTES
ATTRIBUTABLE TO THE NOTE PARTICIPATIONS**

EXHIBIT B

\$ _____

**CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
FISCAL YEAR 2020-21 NOTE PARTICIPATIONS, SERIES A**

**COMPOSITE
SCHEDULE OF TERMS AND PRICES**

<u>Series</u>	<u>Par Value</u>	<u>Original Issue Premium</u>	<u>Underwriter's Discount</u>	<u>Purchase Price</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Coupon</u>	<u>Yield</u>
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EXHIBIT C

FORM OF PRICING CONFIRMATION SUPPLEMENT

_____ Community College District

Pricing Information

Principal Amount of Note:	\$ _____
Interest Rate on Note:	____%
Reoffering Yield:	____%
Total Proceeds:	\$ _____
Less: Underwriter's Discount	(\$ _____)
Purchase Price:	\$ _____
Costs of Issuance	\$ _____
Deposit to Note Proceeds Account	\$ _____

Important Dates

Purchase Date:	
Closing Date:	
Note Payment Deposit Date:	
Maturity Date:	
Repayment Month:	_____, 2021
Amount	\$ _____
Percentage	50%
Repayment Month:	_____, 2021
Amount	\$ _____
Percentage	50%

IN WITNESS WHEREOF, the Note Participation Purchase Agreement is agreed to, and the Pricing Confirmation appearing as Exhibit C is accepted, all on the Purchase Date set forth above.

ACCEPTED at _____ p.m. California Time, this ____ day of _____, 2021.

By: _____
Authorized Representative

Print Name of Person Signing

IN WITNESS WHEREOF, the Note Participation Purchase Agreement is agreed to, and the Pricing Confirmation appearing as Exhibit C is accepted, all on the Purchase Date set forth above.

ACCEPTED at _____ p.m. California Time, this ____ day of _____, 2021.

By: _____
Authorized Representative

Print Name of Person Signing

IN WITNESS WHEREOF, the Note Participation Purchase Agreement is agreed to, and the Pricing Confirmation appearing as Exhibit C is accepted, all on the Purchase Date set forth above.

ACCEPTED at _____ p.m. California Time, this ____ day of _____, 2021.

By: _____
Authorized Representative

Print Name of Person Signing

EXHIBIT D

[FORM OF DISCLOSURE COUNSEL LETTER]

_____, 2020

California Community College Financing Authority
Sacramento, California

Morgan Stanley & Co. LLC
Los Angeles, California

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the California Community College Financing Authority (the "Authority") in connection with the issuance of the California Community College Financing Authority Tax and Revenue Anticipation Note Program Fiscal Year 2020-21 Note Participations, Series A (the "Note Participations").

In rendering the conclusions set forth below, we have examined originals or copies certified or otherwise identified to our satisfaction of (i) a resolution of the Authority pertaining to the Note Participations; (ii) the resolutions adopted by each of the participating community college districts (the "Participating Community College Districts"); (iii) the Official Statement relating to the Note Participations, dated _____, 2021 (the "Official Statement"); and (iv) such other documents, certificates, instructions and records as we have considered necessary or appropriate as a basis for our conclusions, including but not limited to documents, certificates, instructions and records provided by the Authority and the Participating Community College Districts (collectively, the "Legal Documents"). Neither the Participating Community College Districts, the Authority nor their representatives of each are authorized to rely on the conclusions set forth below in connection with the delivery of the Legal Documents to be executed by such or the making of the representations or conclusions set forth therein.

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate.


Although we have not, except to the extent set forth in our supplemental opinion of even date herewith, undertaken to check the accuracy, completeness or fairness of, or verified the information contained in, the Official Statement, and are therefore unable to make any further representation to you in that regard, we have participated in conferences prior to the date of the Official Statement with your representatives, representatives of Morgan Stanley & Co. LLC, as Underwriter, the representatives of the Participating Community College Districts and others, during which conferences the contents of the Official Statement and related matters were

discussed. Based upon the information available to us in the course of our participation in such conferences, our review of the documents referred to above, our reliance on the certificates and the opinions of counsel described above and our understanding of applicable law, we advise you, as a matter of fact and not law, that no information has come to the attention of the attorneys in the firm providing legal services to the Authority in connection with the Note Participations which would lead us to believe that the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact, or as of its date omitted, or as of the date hereof omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that we express no view with respect to (i) any information contained in Appendices __, __, __, __, __ or __ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, tables, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the compliance by any of the Participating Districts with their respective obligations to file annual reports or provide notice of the events described in the Rule, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING"; and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "RATING"). Finally, we advise you that, other than reviewing the various certificates required by Section 6(e) of the Note Participation Purchase Agreement relating to the Note Participations, dated _____, 2021, regarding the Official Statement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof.

This letter is being rendered to you solely for your benefit in connection with the issuance of the Note Participations and is not to be used, circulated, quoted or otherwise referred to for any other purpose nor may it be relied upon by any other person without our prior written consent. The conclusions expressed herein are limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. No opinion is expressed herein as to the validity of the Note Participations or with respect to the compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Note Participations.

We have not undertaken any duty and expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Note Participations or other matters discussed in the Official Statement.

Respectfully submitted,

Date: September 28, 2020
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services 
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Request to Award TC 21-003 Cougar Dorm HVAC Replace Project.

Background:

The Cougar Dorms are in dire need of a new HVAC units. The condition of the existing HVAC heating units is such that self-performance of preventative maintenance and ongoing repairs is no longer practicable. The Dorms are also equipped with evaporative coolers and do not provide sufficient cooling. This project replaces these units with more energy efficient heat pumps. A portion of this work has been completed by the Facilities Maintenance and Operations personnel. Because the amount of the proposed purchase exceeds the current bid minimum under the Public Contract Code, the District solicited bids utilizing the informal bidding process under AP 6340 to obtain a Mechanical contractor for the remaining portions.

A total of three (3) proposals were received, and the bid results are attached. We recommend that the District award this TC 21-003 Cougar Dorm HVAC Replace project to the lowest responsible bidder, Alcorn Aire, for the bid of \$83,750.00.

Terms (if applicable):

Please see the attached bid proposal from Alcorn Aire. The scope of work is expected to be completed by mid-December 2020.

Expense (if applicable):

The total cost for this contract will be \$83,750.

Fiscal Impact Including Source of Funds (if applicable):

Funding for this project is included in the FY 20/21 Budget under the Dorm Fund.

Approved: 
Dr. Debra Daniels, Superintendent/President

Proposal Form



Po Box 60356, Bakersfield CA 93386
Telephone: (661) 323-1992 Fax (661) 323-5160

QUOTATION TO:

JOB NAME/ADDRESS

Taft College
Re: Installation of 11 Split Systems provided by customer

THE CONDITIONS PRINTED EITHER ON THE REVERSE SIDE OR ATTACHED ARE PART HEREOF.
This work or price quotation does not include detection, abatement, encapsulation or removal of
asbestos or products, materials, or equipment containing asbestos.

SCOPE OF WORK:

September 15, 2020

Alcorn Aire, Inc. proposes to install a total of 11 customer supplied 2.5-ton heat pump split systems. We will install new sheet metal ductwork with RA transfer grilles and supply air registers. We will run electrical power from existing source inside each closet to condenser and air handler. Job includes new line sets from condensers to indoor coils. Installation of new condensate lines from units to customer supplied condensate pumps and from pumps to the roof drains on each wing. We will run thermostat wire from the units to the customer supplied thermostats.

***Exclusions include, no duct detector, no wire upgrades to circuit breakers and no certified air balance. Customer is responsible for equipment warranty, thermostats, condensate pumps and return air filter grilles.**

Price _____ **\$83,750.00**

*Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826."California State License No. 735144Your signed acceptance of this Bid Contract within 30 days from September 15, 2020 shall, upon the acceptance of the Seller, constitute a contract to perform the work described above, including all Terms and Conditions contained herein. Seller shall be defined to mean Alcorn Aire Inc. or its assigns. Buyer shall be defined to mean the Owner, Owners/Agent, Builder, Architect, lessees, or any person acting on behalf of any of the foregoing. Prepared in duplicate September 15, 2020. Prepared for Alcorn Aire, Inc.



TERMS AND CONDITIONS TO PROPOSAL FORM

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. Alcorn Aire Inc. agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
5. Alcorn Aire Inc. extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. Alcorn Aire Inc. Conditioning guarantees all repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
6. Alcorn Aire Inc. agrees that for a period of ninety (90) days following the initial operation of the installation, it will replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects other than items furnished by Seller is not included as a part of this agreement.
7. Alcorn Aire Inc. shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
8. This agreement shall not be binding until duly accepted by an authorized officer of Alcorn Aire Inc. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.
10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.
11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.

If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.

In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without

premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess.

12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.

13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.

15. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to reimbursement costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.

16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.

17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.

18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.

19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefor as an extra.

20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.

21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.

22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.

ACCEPTED:

By: _____
(Authorized Signature)

Name/Title.

BID PROPOSAL FORM

RE: TC 21-003 Cougar Dorm HVAC Replace
TO: Taft College / West Kern Community College District
FROM: Alcorn Aire, Inc.
(Bidder Name)

1. The above identified Bidder submits the following proposed Bid Price for the Taft College TC 21-003 Cougar Dorm HVAC Replace project.

1	Base Scope	\$ 83,750.00
2	Alternate / other	\$ 0
Total Bid Price (Total Lines 1-2)		\$ 83,750.00

2. The Total Bid Price is inclusive of all labor, materials, equipment and services necessary to complete the Project in accordance with requirements of the Contract Documents.
3. The Total Bid Price incorporates requirements of, and pricing for, all matters described in the Contract Documents, including Bid Addendum Nos. 1 inclusive.
4. The Bidder has submitted the following with this Proposal:

Bid Security (if required) Subcontractors List
Non-Collusion Affidavit Drug-Free Workplace Certification
Certificate of Workers Compensation

5. The individual executing this Proposal on behalf of the Bidder is an employee of the Bidder, authorized to submit this Proposal on behalf of the Bidder and to bind the Bidder to the Proposal.

Dated: 9-24-2020
By: Jason Alcorn
Jason Alcorn
(Name Typed or Printed)
Title Secretary
DIR Registration #: PWCR 1000000823
CSLB #: 735144

SUBCONTRACTORS LIST

Project: TC 21-003 Cougar Dorm HVAC Replace

Name of Bidder Alcorn AIRE, Inc.

Authorized Signature: 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Portion of Work	(D) Subcontract Contractors' Li No.
None Used			

NON-COLLUSION DECLARATION

PROJECT: TC 21-003 Cougar Dorm HVAC Replace

The undersigned declares:

I am the Secretary of Alcorn Aire, Inc.
(Title) (Bidder Name)

the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 24th day of September, 2020 at Bakersfield, Kern, California
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: Jason Alcorn

Title: Jason Alcorn, Secretary
Alcorn Aire, Inc.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: TC 21-003 Cougar Dorm HVAC Replace

I, Jason Alcorn declare, state and certify that:

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Alcorn Aire, Inc.
(Contractor Name)

By: Jason Alcorn

Title: Secretary

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: TC 21-003 Cougar Dorm HVAC Replace

I, Jason Alcorn, am the Secretary of
(Name) (Title)
Alcorn Aire, Inc.
(Contractor Name)

I declare, state and certify to all of the following:


1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - (A). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
 - (B). Establishing a drug-free awareness program to inform employees about all of the following:
 - (i). The dangers of drug abuse in the workplace;
 - (ii). Contractor's policy of maintaining a drug-free workplace;
 - (iii). The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv). The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
4. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
5. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded

herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

6. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Bakersfield, CA. this 24th day of September, 2020.
(City and State)


(Signature)

Jason Alcorn
(Printed or Typed Name)



Western Surety Company

BID BOND
(Percentage)

Bond Number: 72301365

KNOW ALL PERSONS BY THESE PRESENTS, That we Alcorn Aire, Inc.
_____ of
325 Robinson St., Bakersfield, CA 93305, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto West Kern Community College District
of 29 Cougar Ct., Taft, CA 93268,
hereinafter referred to as the Obligee, in the sum of Ten (10 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
TC 21-003 Cougar Dorm Hvac Replacement

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 24th day of September, 2020.

Alcorn Aire, Inc.
(Principal)
By Jason Alcorn (Seal)
Jason Alcorn

Western Surety Company
(Surety)
By Thomas A. Olson
Thomas A. Olson Attorney



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72301365

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Thomas A. Olson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Alcorn Aire, Inc.

Obligee: West Kern Community College District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72301365 is not issued on or before midnight of December 23, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal, affixed this 24th day of September, 2020.

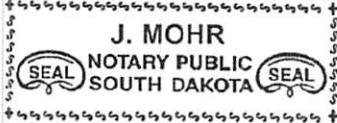


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 24th day of September, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of September, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern)

On September 24, 2020 before me, Kristen Logan, Notary Public
(insert name and title of the officer)

personally appeared Jason Alcorn & Thomas A. Olson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Kristen Logan* (Seal)



JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Kern

Subscribed and sworn to (or affirmed) before me on this 24th day of September,

2020 by Jason Alcorn

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Kristen Logan

Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non Collusion

(Title or description of attached document)

Re: Bid Package

(Title or description of attached document continued)

Number of Pages 1 Document Date 9/24/20

Additional information

AGREEMENT

This Agreement is entered into on this _____ day of _____, 2020 in the City of Taft, County of Kern, State of California, by and between **WEST KERN COMMUNITY COLLEGE DISTRICT**, a California Community College District ("District") and **ALCORN AIRE, INC.** ("Contractor").

1. **Contract Documents Work.** The Contractor shall provide work, labor, materials, equipment and services necessary to perform the Work identified or described in the Contract Bid Documents in accordance with requirements thereof.
2. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents the Contract Price of **Eighty-Three Thousand Seven Hundred Fifty Dollars (\$83,750.00)**. The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is allocated to work of the Contract Documents as follows:
3. **Contract Time; Liquidated Damages.** The Contractor shall achieve Substantial Completion of all Work **Forty-Five (45) calendar days** after the date established for commencement of the Work in the Notice to Proceed issued by the District to the Contractor. The Contract Time is subject to adjustment in accordance with terms of the Contract Documents. Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of **Two Hundred Fifty Dollars (\$250.00)** per calendar day until the Project is completed.
4. **Certificates of Insurance.** Prior to commencement of Work at the Site, the Contractor shall deliver to the District the Contractor's Certificates of Insurance evidencing the policies of insurance with the minimum coverage limits required by the Contract Documents. The Contractor shall provide the District with Subcontractors' Certificates of Insurance evidencing the policies of insurance and the minimum coverage limits required under the Contract Documents prior to a Subcontractor's commencement of work at the Site.
5. **Performance Bond; Labor and Materials Payment Bond.** Prior to commencement of Work, the Contractor shall obtain and submit to the District a Performance Bond and a Labor and Materials Payment Bond ("Payment Bond"). The penal sums of the Performance Bond and Payment Bond shall be the Contract Price. The Performance Bond and Payment Bond shall be issued by a California admitted surety insurer who is AM Best rated at least A-/VII.
6. **Amendments.** This Agreement shall not be changed, modified or amended except in writing and executed by both the District and Contractor.

7. **Counterparts.** This Agreement may be executed in one of more counterpart copies, each of which shall be deemed a duplicate original.
8. **Governing Law; Interpretation.** This Agreement shall be governed, enforced and interpreted in accordance the laws of the State of California. This Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against the District or the Completion Contractor.
9. **Notices.** Any notices which are required by the Contract Documents shall be addressed and delivered as follows. Notices delivered by email are effective upon transmittal. Notices by United States Mail are effective the third (3rd) business day after the postmark date.

Notices to the District, shall be via email to: bmcmurray@taftcollege.edu or by United States Mail, postage prepaid addressed to:

WEST KERN COMMUNITY COLLEGE DISTRICT
ATTENTION: Brock McMurray, Executive Vice President/CFO
29 Cougar Ct.
Taft, CA 93268
(661) 763-7717

Notices to the Contractor, shall be via email to: jalcorn@alcornaire.com or by United States Mail, postage prepaid addressed to:

ALCORN AIRE, INC.
ATTENTION: Jason Alcorn, Secretary
PO Box 60356
Bakersfield, CA 93386
(661) 323-1992

10. **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns.
11. **Authority to Execute.** Each individual executing this Agreement on behalf of the District or the Contractor warrant and represent that she/he is duly authorized to execute this Agreement on behalf of the District or the Contractor, as applicable and to bind the District and the Contractor to the terms hereof. The foregoing notwithstanding, this Agreement shall not be enforceable against the District until the District's Board of Trustees approves this Agreement at an open public meeting of the Board of Trustees.
12. **No Waiver.** The failure of either the District or Contractor to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

13. Severability. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be deemed stricken and deleted herefrom, but all other provisions of this Agreement shall be unaffected and remain in full force and effect.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
WEST KERN COMMUNITY
COLLEGE DISTRICT


"CONTRACTOR"
ALCORN AIRE, INC.

By: _____

Dr. Debra S. Daniels,
Superintendent/President

By: _____

Name: Jason Alcorn
Title: Secretary

Date: September 17, 2020
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services 
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Notice of Completion for the TC 19-20-006 Main Parking Lot Re-Seal and Re-Stripe project.

Background:

Authorization is sought for approval of the Notice of Completion.

On May 13, 2020 the Board of Trustees approved the proposal from BIG VALLEY ASPHALT, and whose surety is LIBERTY MUTUAL SURETY for all work necessary to complete the project identified as the Taft College - TC 19-20-006 Parking Recoat and Restripe, located at 29 Cougar Court, Taft CA 93268. BIG VALLEY ASPHALT has completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the completion and acceptance on the 3rd day of September 2020.

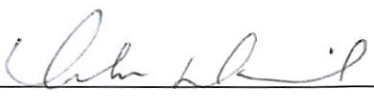
Once this Notice of Completion is approved it will be filed with the County Recorder's Office.

Terms (if applicable): Not Applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: 

Dr. Debra Daniels, Superintendent/President

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

WEST KERN
COMMUNITY COLLEGE DISTRICT
Attn: District Office
29 Cougar Court
Taft, CA 93268

NOTICE OF COMPLETION

THIS IS TO CERTIFY that the Contract entered into on May 13, 2020, by and between the **WEST KERN COMMUNITY COLLEGE DISTRICT**, by its Board of Trustees thereof, whose nature of interest is as **OWNER** in Fee, and **BIG VALLEY ASPHALT**, hereinafter referred to as **CONTRACTOR**, and whose surety is Liberty Mutual Surety for all work necessary to complete the project identified as the Taft College – TC 19-20-006 Parking Recoat and Restripe project, located at 29 Cougar Court, Taft, CA 93268 has been duly and completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the completion and acceptance on the 3rd day of September, 2020 on behalf of the Owner.

WEST KERN COMMUNITY COLLEGE DISTRICT

BY: 
Dr. Debra S. Daniels, Superintendent/President

STATE OF CALIFORNIA }
 }
COUNTY OF KERN }

Dr. Debra S. Daniels, Superintendent/President of the West Kern Community College District, being duly sworn deposes and says:

That I am the Superintendent/President of the West Kern Community College District, and Owner of property described in the foregoing notice, and that I have read the same and know the contents thereof, and that the same is true and correct to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

WEST KERN COMMUNITY COLLEGE DISTRICT

BY: 
Dr. Debra S. Daniels, Superintendent/President

Date: September 22, 2020

Submitted by: Dr. Debra Daniels, Superintendent/President

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Information Item

Board Meeting Date: October 14, 2020

Title of Board Item:

First Reading – Board Policy Revisions

Background:

The Board Policies listed below been reviewed and revised to be consistent with District practice and current recommended practices from the Community College League of California's Policy and Procedure Services as best practice.

BP #2730	Board Member Health Benefits
BP #3550	Drug Free Environment and Drug Prevention Program
BP #4040	Library Services
BP #4220	Standards of Scholarship
BP #4235	Credit for Prior Learning
BP #5010	Admissions and Concurrent Enrollment
BP #5030	Fees
BP #7330	Communicable Disease
BP #7362	Discipline and Dismissals Classified Administrators and Confidential Employees
BP #7385	Salary Deductions
BP #7510	Domestic Partners

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 2730 Board Member Health Benefits

Reference:

Government Code Section 53201

The District will provide members of the Board the same Health and Welfare Benefits as are provided to full-time administrative, supervisory and confidential employees. The District will provide for the continuation of any health and welfare benefit for the benefit of former elective members of the legislative body, to the age at which Medicare becomes available, at which time the District will pay the supplemental cost only, who ~~(1) begun service in office after January 1, 1981; elected to the Board before January 1, 1995; and served at least 12 years. All other former Board members may continue to participate in the District's health benefits programs on a self-pay basis. (1) served in office after 1/1/1981 and whose total service at time of termination is not less than 12 years, or (2) have completed one or more terms of office, but less than 12 years, and who agree to and pay the full cost of the health and welfare benefits.~~

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WKCCD Board Policies & Procedures
Approved 5/14/03 Revised ???/??/??
Page 1 of 1

BP 3550 Drug Free Environment and Drug Prevention Program

Reference:

*Drug Free Schools and Communities Act,
20 U.S.C. Section 1145g;
34 Code of Federal Regulations Sections 86.1 et seq.;*
Drug Free Workplace Act of 1988, 41 U.S. Code Section 702

The District shall be free from all drugs and from the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion or dismissal.

Health Risks

Alcohol consumption causes a number of marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increase the incidence of a variety of aggressive acts, including spouse and child abuse. Moderate to high doses of alcohol cause marked impairments in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life-threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk than other youngsters of becoming alcoholics.

The legal term for illegal drugs in "controlled substances." There are drugs which may not be used without proper medical authorization. The adverse effects of controlled substances are as follows:

Category	Types of Drugs/Trade Names Included in Category	Possible Effects
Narcotics	Opium, Morphine, Heroin	Drowsiness, Constricted Pupils, Nausea, Convulsions, Coma, Possible Death
Depressants	Barbiturates, Valium, Quaaludes	Slurred Speech, Disorientation, Dilated Pupils, Weak and Rapid Pulse, Possible Death
Stimulants	Cocaine, Amphetamines, Ritalin	Increased Pulse Rate and Blood Pressure, Insomnia, Loss of Appetite, Hallucinations, Convulsions, Possible Death
Hallucinogens	LSD, Mescaline, PCP	Illusions, Poor Perception of Time and Distance, Psychosis, Possible Death
Cannabis	Marijuana, THC, Hashish	Relaxed Inhibitions, Increased Appetite, Disoriented Behavior, Fatigue, Paranoia

The Superintendent/President shall assure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

The District retains the right to test any employee for cause and/or reasonable suspicion.

BP 4040 Library and Learning Support Services

Reference:

Education Code Section 78100;

Civil Code Section 1798.90;

ACCJC Accreditation Standard II

The District shall have library and learning support services that are an integral part of the institution's educational program and will comply with the requirements of the Reader Privacy Act.

See Administrative Procedures AP 4040

BP 4220 Standards of Scholarship

Reference:

*Education Code Section 70902 subdivision (b)(3);
Title 5, Sections 51002, 55020 et seq., 55031 et seq., 55040 et seq., and 55050
et seq.*

The Superintendent/President shall establish procedures that establish standards of scholarship consistent with the provisions of Title 5, Sections 55020 et seq., 55030 et seq., 55040 et seq., 55050 et seq., and Board policy.

These procedures shall address: grading practices, academic record symbols, grade point average, credit ~~by examination~~for prior learning, academic and progress probation, academic and progress dismissal, academic renewal, course repetition, limits on remedial coursework, and grade changes.

These procedures shall be described in the West Kern Community College District catalogs.

See Administrative Procedures AP 4220

BP 4235 ~~Credit by Examination~~Credit for Prior Learning

Reference:

Title 5, Section 55753

Credit may be earned by students who satisfactorily pass ~~authorized examinations~~an assessment. The Superintendent/President shall establish administrative procedures to implement this policy.

See Administrative Procedures AP 4235

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BP 5010 Admissions and Concurrent Enrollment

Reference:

Education Code Section [52620](#), [52621](#), 76000, 76001, 76002, and 76038;
Labor Code Section 3077;
34 Code of Federal Regulations Section 668.16 [subdivision \(p\)](#) (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended):
ACCJC Accreditation Standard II.C.6

The District shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:

1. Any person over the age of 18 and possessing a high school diploma or its equivalent.
2. Other persons who are over the age of 18 years and who, in the judgment of the Superintendent/President or his or her designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
3. Persons who are apprentices as defined in Labor Code Section 3077.

The District may deny or place conditions on a student's enrollment upon a finding by the Board or designee that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.

The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Superintendent/President shall establish procedures for evaluating the validity of a student's high school completion.

Admission

Any student who is 16 years or older in age and is at a class level equal to grades eleventh or twelfth is eligible to attend as a special full-time or part-time student for advance scholastic or vocational courses.

[Any student in an adult education program administered by a school district or noncredit program administered by a community college district that is pursuing a high](#)

school diploma or high school equivalency certificate, and receives the recommendation of the administrator of the student's adult school or noncredit program of attendance, is eligible to attend as a special part-time student.

Any student whose age or class level is equal to grades 11th or 12th is eligible to attend as a special full-time student.

Any student enrolled 9th grade may attend summer session.

The Superintendent/President shall establish procedures regarding ability to benefit and admission of high school and younger students.

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Denial of Requests for Admission

If the Board denies a request for special full-time or part-time enrollment by a pupil who is identified as highly gifted, the Board will record its findings and the reason for denying the request in writing within 60 days.

The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.

The Superintendent/President shall establish procedures regarding evaluation of requests for special full-time or part-time enrollment by a pupil who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment

Claims for state apportionment submitted by the District based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Superintendent/President shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

See Administrative Procedures AP 5010 and AP 5011

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BP 5030 Fees

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Reference:

Education Code Sections 76300, et seq.;
Title 5 Section 58520;
ACCJC Accreditation Standard I.C.6

The Board authorizes the following fees. The Superintendent/President shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the college catalogs, the schedule of classes, and on the college website.

Enrollment fee:

Education Code Section 76300

Each student shall be charged a fee for enrolling in credit courses as required by law.

Course Auditing fees:

Education Code Section 76370

Persons auditing a course shall be charged a fee of \$15.00 per unit per semester. The fee amount shall be adjusted proportionally based upon the term length. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

Parking fee:

Education Code Section 76360

The Superintendent/President shall present for Board approval fees for parking for students and employees if applicable.

Instructional materials:

Education Code Section 76365; Title 5 Sections 59400, et seq.

Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.

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Physical Education Facilities:
Education Code Section 76395

Where the District incurs additional expenses because a physical education course is required to use non-District facilities, students enrolled in the course shall be charged a fee for participating in the course. Such fee shall not exceed the student's calculated share of the additional expenses incurred by the District.

Associated Student ~~Body-Organization~~ Fee:

The Associate Student ~~Body-Organization~~ (ASBO) fee is established by the members of the student body for the social and cultural activities supported entirely or in part by the students and is subject to change by vote of the Associated Students. These voluntary dues are payable on the day of registration or thereafter.

An ASB fee is optional and may be purchased for \$30 per year. Students purchasing an ASB sticker April 1st - July 31st each year will be given a \$15 discount in order to participate in the textbook rental program during the summer term only.

Transcript Fees:
Education Code Section 76223

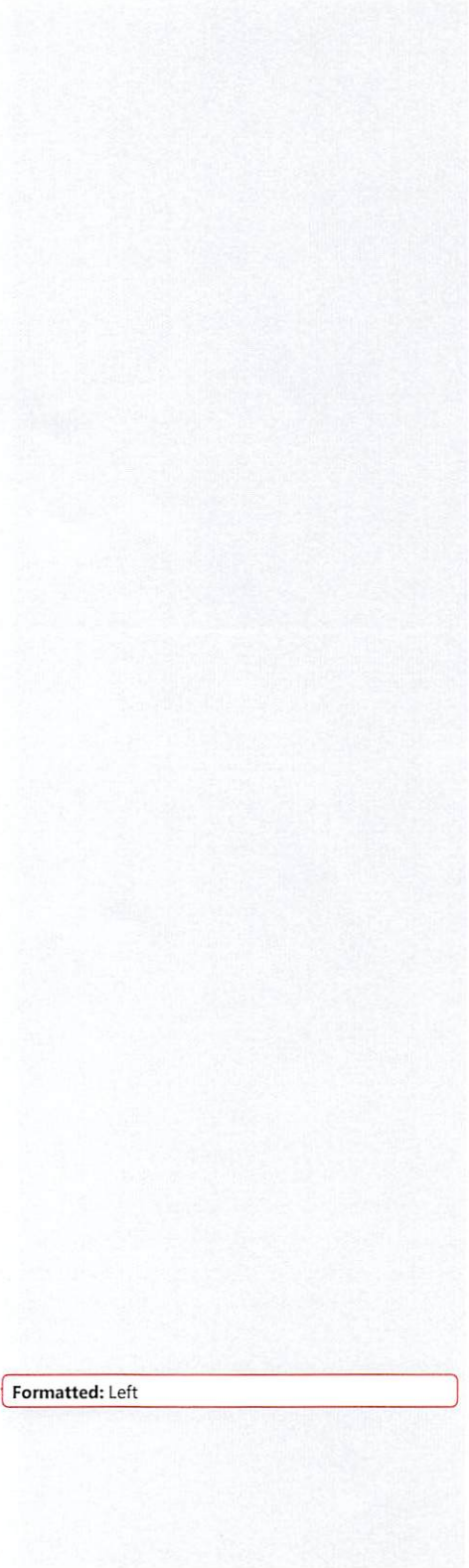
The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Superintendent/President is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.

International Students Application Processing Fee:
Education Code Section 76142

The District shall charge students who are both citizens and residents of a foreign country a fee to process his or her application for admission. This processing fee and regulations for determining economic hardship may be established by the Superintendent/President. The fee shall not exceed the lesser of:

1. The actual cost of processing an application and other documentation required by the U.S. government; or
2. One hundred dollars (\$100.00), which shall be deducted from the tuition fee at the time of enrollment.

|
See Administrative Procedures AP 5030



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WKCCD Board Policies & Procedures
Updated ~~Typographical Change Only~~ 6/6/16 Revised ??/??/??
Page 3 of 3

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BP 7330 Communicable Disease

Reference:

Education Code Sections 87408, 87408.6, and 88021

All newly hired academic employees shall have on file a medical certificate indicating freedom from communicable diseases, including tuberculosis. No academic, administrative, confidential or classified employee shall commence service until such medical certificate has been provided to the District.

All newly hired academic, administrative, confidential or classified employees must show that within the past 60 days they have submitted to a tuberculosis risk assessment and, if risk factors are present, been examined to determine that they are free from active tuberculosis. If risk factors were present at the tuberculosis risk assessment, and an examination occurs, after the examination the employee shall provide the District with a certificate from the employee's examining physician showing that the employee was examined and found to be free from active tuberculosis.

All employees shall be required to undergo a risk assessment within four years of employment and every four years thereafter to determine if they are free from tuberculosis.

See Administrative Procedures AP 7330

Working Copy 9/29/20

WKCCD Board Policies & Procedures
Revised ~~10/11/17??/??/??~~
Page 1 of 1

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BP 7362 Discipline and Dismissals - Classified
~~Supervisory/Administrators and~~ Confidential
~~Management~~ Employees

Reference:

Education Code Section 88013

The Superintendent/President shall enact procedures for disciplinary proceedings applicable to permanent classified supervisory/confidential management employees of the District. Such procedures shall conform to the requirements of the Education Code and the related administrative procedure. Permanent Classified Administrators and Confidential employees are employees that have completed a 12 month probationary period in their relevant role.

Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this policy and administrative procedure. The level of severity of the discipline shall be reasonably related to the nature of the offense committed by the employee and should take into account any prior disciplinary action imposed on the employee. No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for any cause that arose more than two years preceding the date of the notice of disciplinary action, unless the cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts to the District.

Grounds for Discipline

~~A permanent classified supervisory/confidential management employee shall be subject to disciplinary action, including, but not limited to, oral reprimand, written reprimand, reduction in pay, demotion, suspension, or dismissal, for any of the grounds listed below. This list is not intended to be exhaustive, and the Board reserves the right to discipline classified supervisory/confidential management employees for any conduct or situations which the Board finds to adversely affect the District and the students thereof.~~

- ~~1. Immoral or unprofessional conduct.~~
- ~~2. Dishonesty.~~
- ~~3. Fraud in securing employment or making a false statement on an application for employment.~~
- ~~4. Intentional falsification and/or alteration of District information or record (including, but not limited to, timekeeping records).~~
- ~~5. Unsatisfactory performance.~~
- ~~6. Incompetence, including but not limited to the inability to comply with minimum standard of an employee's position for a significant period of time.~~
- ~~7. Inefficiency or inexcusable neglect of duty, including but not limited to the failure to perform duties required of an employee in the position and the failure to possess required licenses or failure to pass required tests for the position.~~
- ~~8. Evident unfitness for service.~~

9. — Physical or mental condition that makes him or her unfit to instruct or associate with students.

BP 7362—Discipline and Dismissals—Classified Supervisory/Confidential Management Employees
Page 2

Grounds for Dismissal (continued):

10. — Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
11. — Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision, conform to duly established orders or directions of or insulting or demeaning the authority of a supervisor or manager.
12. — Possession, distributing, sale, use, or being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty which could impact the ability to do the job or while operating a vehicle leased or owned by the District.
13. — Excessive absenteeism.
14. — Unexcused absence without leave.
15. — Abuse or misuse of sick leave, including, but not limited to, working for another employer or business or developing or working for an employee's own business while on District paid sick leave.
16. — The conviction of a misdemeanor, felony, or any crime involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to charge of a felony or any offense involving moral turpitude, is deemed to be conviction within the meaning of this Section.
17. — Discourteous treatment of the public or other employees.
18. — Improper or unauthorized use or removal of District or personal property.
19. — Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment.
20. — Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
21. — Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of District property.
22. — Mental or physical impairment which renders the employee unable to perform the essential functions of the job without reasonable accommodation or without presenting a direct threat to the health and safety of self or others.
23. — Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.

~~24.—The refusal of any officer or employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending case of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or employee.~~

~~BP 7362—Discipline and Dismissals—Classified Supervisory/Confidential Management Employees
Page 3~~

~~Grounds for Dismissal (continued):~~

- ~~25.—Engaging in acts or conduct which constitute a conflict of interest between the District and the employee.~~
- ~~26.—Willful violation of policies, procedures, and other rules which may be prescribed by the District, college or departments.~~
- ~~27.—Actual or threatened physical violence toward the public or other employees.~~
- ~~28.—Violating safety or health rules or practices or engaging in conduct that creates a safety hazard.~~
- ~~29.—Sexual harassment or other unlawful harassment of a fellow employee.~~
- ~~30.—Bringing on District property dangerous or unauthorized materials such as explosives, firearms, or other similar items.~~

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~~See Administrative Procedures [#7362]~~

WKCCD Board Policies & Procedures
Approved 6/10/09

WKCCD Board Policies & Procedures
Revised ??/??/??
Page 4 of 4

Working Copy 9/22/20

BP 7385 Salary Deductions

Reference:

Education Code Sections 87040; 87833; 87834; 88167

An employee may request reduction of his or her salary in any amount for any or all of the following purposes:

- * Participation in a deferred compensation program;
- * Paying premiums on any policy or certificate of group life insurance or disability insurance or legal expense insurance, or any of them;
- * Paying rates, dues, fees, or other periodic charges on any hospital service contract.

The request provided for above shall be revocable by the employee.

The District shall reduce the salary payment by the amount which the employee has authorized in writing for the purpose of paying his or her membership dues in any local, statewide or other District approved professional organization. Revocation of such authorization shall be in writing and shall be effective beginning with the next pay period. The District will deduct all statutory deductions, as required by law, prior to elective deductions and other deductions as authorized by the employee in writing.

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BP 7510 Domestic Partners

Reference:

Family Code Sections 297, ~~298~~, ~~298.5~~, ~~297.5~~, ~~299~~, ~~299.2~~, and ~~299.3~~ et seq.

Domestic partners registered with the California Secretary of State shall have, insofar as permitted by California law, all of the same rights, protections, and benefits, as well as the same obligations, responsibilities, and duties of married persons (spouses) under state law. Former domestic partners shall have all of the rights and obligations of former spouses. Surviving domestic partners shall have the same rights, protections, and benefits as are granted to a surviving spouse of a decedent.

Therefore, all references to "spouses" in the West Kern Community College District's policies and procedures shall be read to include registered domestic partners as permitted by California law.

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BOARD AGENDA ITEM

Date: September 22, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: October 14, 2020

Title of Board Item:

First Reading – Board Policy Review

Background:

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

BP #4050 Articulation
BP #4226 Multiple and Overlapping Enrollments
BP #4400 Community Service Programs

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 4050 Articulation

Reference:

Title 5, Section 51022(b); Education Code Sections 66720-66744

The Superintendent/President or designee shall establish procedures that assure appropriate articulation of the District's educational programs with proximate high schools and baccalaureate institutions. The procedures also may support articulation with institutions, including other community colleges and those that are not geographically proximate but that are appropriate and advantageous for partnership with the District.

See Administrative Procedures AP 4050

BP 4226 Multiple and Overlapping Enrollments

Reference:

Title 5, Section 55007

The Superintendent/President shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.

The Superintendent/President shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5, 55007.

See Administrative Procedures AP 4226

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BP 4400 Community Services Programs

Reference:

Education Code Section 78300

The District may maintain a community services program that provides classes in civic, vocational, literacy, health, homemaking, technical and general education, including but not limited to classes in the fields of music, drama, art, handicraft, science, literature, nature study, nature contacting, aquatic sports and athletics.

The community services program shall be designed to contribute to the physical, mental, moral, economic or civic development of the individuals or groups enrolled in it.

Community services courses shall be open for admission of adults and of minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain community services courses. Students involved in community services courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

Date: September 22, 2020
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Discontinuance – Board Policy 4070 – Auditing and Auditing Fees

Background:

The Board Policy 4070 Auditing and Auditing Fees is unnecessary as the information in the policy is referenced in Board Policy 5030 Fees. It is my recommendation that that we discontinue Board Policy 4070 and maintain the District fee information in Board Policy 5030.

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 4070 Auditing and Auditing Fees

Reference:

Education Code Section 76370

Students may audit courses.

The fee for auditing courses shall be no more than \$15.00 per unit. Students enrolled in classes to receive credit for ten (10) or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

No student auditing a course shall be permitted to change his or her enrollment to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in the course for credit towards a degree or certificate.

Date: September 21, 2020
Submitted by: Jessica Grimes
Area Administrator: Dr. Leslie Minor, VP of Instruction
Subject: Request for Approval

Board Meeting Date: October 14, 2020


Title of Board Item: Request for Approval for the California Virtual Campus-Online Education Initiative (CVC-OEI) MOU for Grant Completion Support of the Final Report

Background: While the CVC-OEI awarded Taft College with 100,000 to support developing 10 CTE certificates online, it recently provided an additional \$15,000 for reimbursement to support completing the grant final report due January 31st, 2021.

Terms (if applicable):
January 1st to January 31st, 2021

Expense (if applicable):
N/A

Fiscal Impact Including Source of Funds (if applicable):
The District will receive funds.

Approved: 
Dr. Debra Daniels, Superintendent/President



Foothill-De Anza Community College District

12345 El Monte Road, Los Altos Hills, CA 94022

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into on **September 15, 2020** by and between Foothill - De Anza Community College District on behalf of the California Virtual Campus – Online Education Initiative, and **West Kern Community College District** on behalf of **Taft College**.

Whereas, the California Virtual Campus – Online Education Initiative (hereto forward CVC-OEI), operated by the Foothill-De Anza Community College District (as fiscal agent) is an initiative focused on student success in the California Community Colleges through innovative online learning practices;

Whereas, the CVC-OEI oversees the management, competitive and equitable award of funds through the *Improving Online CTE Pathways* grant program; and understands the importance of allowing participating institutions to obtain funding for the Grant Completion Support as stipulated in Phase 3: Post-Implementation;

Whereas, Taft College, through submission of a Subaward Agreement to participate in Phase 2: Grant Implementation is a recipient of Grant Completion Support Reimbursement (up to \$15,000) funding for allowable activities in the Phase 3: Post-Implementation;

Whereas, conducting college-wide analysis of the programmatic gaps and opportunities to improve online student success leading to increased employability or gains in wages is an important component of developing a responsive final report and also serves to strategically support future program growth opportunities at participating college(s);

We, the CVC-OEI and Taft College, through this MOU, hereby agree to the following as it pertains to the Phase 3: Post-Implementation:

CVC-OEI, recognizing that colleges and districts throughout the CCC system vary in distance education expertise and staffing, will support all awarded institutions in the final reporting of the *Improving Online CTE Pathways* grant implementation, by providing Grant Completion Support funds.

Grant Completion Support Reimbursement (up to \$15,000 per Final Report) will be provided to fund one or more faculty and/or staff members to prepare the Final Report. Reimbursements will be issued upon receipt of the Final Report and an invoice.

Taft College must accomplish the following to be eligible for Grant Completion Support Reimbursements:

1. Submission of a meaningful and responsive Final Report that addresses the Improving Online CTE Pathways track(s);

2. Upon submission of the Grant Final Report, submit and invoice the CVC-OEI for actual and allowable costs associated with activities required for the development of a responsive report. Reimbursable expenditures may not exceed \$15,000 per college and must be substantiated by receipts and/or documentation supporting the expenditures in accordance with the Grant Support Completion Reimbursement Invoices & Documentation section of the *Improving Online CTE Pathways Grant Program, Final Report Documents*.

Signature

Date

Print Name

Print Title

West Kern Community College District

Signature

Date

Print Name

Print Title

Foothill-De Anza Community College District

BOARD AGENDA ITEM

Date: September 2, 2020
Submitted by: Dr. Leslie Minor, VP of Instruction
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Memorandum of Understanding (MOU) Between West Kern Community College District (WKCCD) and Taft Union High School District (TUHSD) Dual Enrollment Program and Concurrent Enrollment Program 2020-21

Background:

This is a continuation of a MOU between WKCCD and TUHSD. WKCCD and TUHSD have collaborated to create the attached MOU for 2020-2021 in an effort to continue to provide TUHSD students an opportunity to enroll in dual-credit courses. The MOU will be reviewed annually by both Districts.

Terms (if applicable):

Expense (if applicable):

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President

Memorandum of Understanding (MOU) Between West Kern Community College District (WKCCD) and Taft Union High School District (TUHSD) Dual Enrollment Program and Concurrent Enrollment Program

Purpose

The purpose of the dual enrollment program is to afford current high school students the opportunity to enroll in dual-credit courses to expand student access to affordable higher education, provide challenging academic experiences to qualified high school students and reduce the costs of a college education for students and their families. Successful completion of transfer courses will enable students to simultaneously earn college credit transferable to two-and-four-year colleges and universities and satisfy high school graduation requirements. Dual enrollment course offerings are meant to enrich the TUHSD high school curriculum program and not supplant the high school curriculum program.

The purpose of the concurrent enrollment program is to afford current high school students the opportunity to enroll in college courses in order to give them higher education experiences while still in high school. Successful completion of college courses will enable students to earn WKCCD college credit. TUHSD will determine when dual-credit is awarded for concurrent enrollment courses.

Program Management

The WKCCD Dual Enrollment Committee will manage the dual enrollment and concurrent enrollment programs as delineated in this document. The WKCCD Dual Enrollment Committee will evaluate any grant funding opportunities sought by the WKCCD or TUHSD for dual enrollment or concurrent enrollment, prior to the start of the grant application process. The committee consists of administrators and faculty members from both WKCCD and TUHSD (see charter).

Dual Enrollment Program

Course Offerings

Dual enrollment courses are taught during the TUHSD school day on the TUHSD campus with the exception of Online PSYC 1500. The dual enrollment program offerings are shown in the table below. Dual enrollment courses are offered in the same manner, rigor, and in accordance with the same policies and procedures, including class-size limits as all other WKCCD courses.

Fall 2020				
Course	Class Size Limit	Units	Instructor Load	Required Instruction Hours
Online PSYC 1500	35	3.0	3.0	48
ENGL 1500	25	3.0	3.0	48
ENGL 1500	25	3.0	3.0	48
Spring 2021				
Course	Class Size Limit	Units	Instructor Load	Required Instruction Hours
COMM 1511	30	3.0	3.0	48
ENGL 1600	30	4.0	4.0	64
ENGL 1600	30	4.0	4.0	64
BIOL 1510	24	4.0	6.0	96

Staffing

Faculty members assigned to teach dual enrollment courses must meet the minimum qualifications as defined by the Chancellor's office document *Minimum Qualifications for Faculty and Administrators in California Community Colleges*, as well as, relevant WKCCD hiring criteria. Substitute Faculty members must also meet the minimum qualifications described above.

Compensation

TUHSD shall be solely responsible for all salaries, wages, benefits, and fully funded STRS contributions for faculty members teaching dual enrollment courses on the TUHSD campus. TUHSD will be the employer of record for the purposes of compensation, assignment monitoring, and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions.

Evaluation

It will be the sole responsibility of WKCCD to conduct faculty evaluations of faculty members teaching dual enrollment courses in accordance with the Taft College Faculty Collective bargaining agreement.

Academic Advising

Academic advising and support services for students enrolled in dual enrollment courses will be the primary responsibility of the TUHSD and Dual Enrollment Coordinator.

Concurrent Enrollment Program

High school students must follow the procedures outlined on the WKCCD website (link shown below) to enroll in courses via the concurrent enrollment program.

<http://www.taftcollege.edu/admissions/wp-content/uploads/sites/12/2018/05/High-School-Special-Admittance-Print.pdf>

WKCCD and TUHSD agree to annually review and/or change the terms of this MOU via the WKCCD Dual Enrollment committee. The MOU shall remain in effect until the WKCCD Dual Enrollment committee recommends changes to the terms of the MOU.

West Kern Community College District

Taft Union High School District

Dr. Debra Daniels
Superintendent/President

Dr. Blanca Cavazos
Superintendent

Date: _____

Date: _____

Date: October 4, 2018
Submitted by: Severo Balason, Vice President of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval



Board Meeting Date: October 14, 2020

Title of Board Item: Campus Safety and Security Assessment

Background:

Taft College will hire the services of the National Association of Campus Safety Administrators (NACSA) to conduct Campus safety assessment in five areas, which include:

- 1) Cameras Systems and Security Alarms and Emergency Telephones,
- 2) Orientation and Training
- 3) Emergency Planning and Special Events
- 4) Crime Prevention and Residence Hall Security
- 5) Policies, Procedures, and Guidelines

The interest of Taft College is to remain a safe campus environment that is conducive for student learning.

Expense (if applicable):

The National Association of Campus Safety Administrators, aka NACSA will charge a one-time fee of \$2,000 for the services listed in the contract.

Fiscal Impact Including Source of Funds (if applicable):

The cost of the assessment will be covered by General Fund.

Approved: 
Dr. Debra Daniels, Superintendent/President

Agency Assessment Agreement

Agreement between Taft College and The National Association of Campus Safety Administrators

Assessment for Taft College will include.

1. Cameras Systems and Security Alarms and Emergency Telephones
 2. Orientation and Training
 3. Emergency Planning and Special Events
 4. Crime Prevention and Residence Hall Security
 5. Policies, Procedures, and Guidelines
-
- **Timeline Example – Exact dates will be determined between NACSA and Taft**
 - Taft gathers and provides documents to NACSA for review (3 weeks)
 - NACSA Reviews documents and provides Taft with a list of needed interviews (2 weeks)
 - 1 week prior to site visit. NACSA conducts zoom interviews with senior administrators.
 - 1 day site visit
 - Within 30 days of the site visit NACSA will provide Taft with a draft of review.
 - 1 week after review NACSA will provide Taft with the final review. NACSA will make the assessor available for a total of 2 zoom meetings to discuss the review if needed.

Confidentiality:

The NACSA will keep confidential all documents provided to Taft College along with any documents received or produced during the assessment. NACSA reserves the right to announce that they are conducting an assessment for Taft College and reserves the right to use Taft College as a reference for future assessments.

Assignment: A party may not assign, delegate or subcontract this Agreement without the prior written consent of the other party.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to:

For NACSA: 909 W. Maumee St. G5
Angola, In 46703

Governing Law: This Agreement and all matters collateral hereto shall be governed by the laws of the State of South Carolina, without reference to its choice of law provisions.

Cost:

Taft College agrees to pay the National Association of Campus Safety Administrators \$2,000 for the services listed in this contract. Pursuant to California Prompt Payment Law, Civil Code §8800, Taft College will pay within 30 days of completion of work.

With our signatures below, we agree to enter into this partnership.

Taft College

Signature

Dr. Debra Daniels
Print Name

President/Superintendent
Title

Date

Mailing Address: 29 Cougar Court, Taft CA 93268

Phone: (661) 763-7711

Email Address: Ddaniels@taftcollege.edu

NACSA

Signature _____

Title/Date _____

Date: September 21, 2020
Submitted by: Amanda Bauer, Executive Director Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Information Item



Board Meeting Date: October 14, 2020

Title of Board Item:

Use of Proposition 55 Education Protection Account (EPA) Funds for FY 2020/2021.

Background:

Proposition 55, Tax Extension to Fund Education and Healthcare, passed in November 2016. This proposition is an extension of Proposition 30. This proposition temporarily raises the income tax rate for high income earners (\$250,000 for individuals and \$500,000 for couples) through 2030 to provide continuing funding for local school districts and community colleges.

The governing board must make spending determinations of EPA funds in open session of a public meeting of the governing board, and each entity receiving funds must annually publish on its internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

In 2020/2021, the state is replacing our General Fund apportionment dollars with funding through Proposition 55. The District expects to receive \$3,178,186 in Proposition 55 funds. However, these funds are not additional dollars beyond our regular state apportionment.

Terms (if applicable):

Not applicable.

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

The District is anticipated to receive \$3,178,186 in EPA funds in 2020/2021. Expenditure of EPA funds specifically prohibits the expenditures for administrative salaries and benefits or any other administrative costs. Accordingly, the EPA funds will be budgeted and expended for direct instructional salary expenses.

Approved: 

Dr. Debra Daniels, Superintendent/President

Board of Governor's of the California Community Colleges

Community College Payment

Fiscal Year: 2020-21

Issuance Period: September 2020

Description: Community College Districts general purpose funding in accordance with Proposition 30 section 4(E)(3)(A).

For assistance, please e-mail apportionments@cccco.edu

County	Districts	Certified
Kern County Treasurer	West Kern	3,178,186

Date: October 6, 2020

Submitted by: Brock McMurray, EVP of Administrative Services

Area Administrator: Brock McMurray, EVP of Administrative Services



Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Request for Approval of Arvin Union School District Piggyback Bid No. 2018-19-001

Background:

The Arvin Union School District went out to bid on October 24, 2018 for school furnishings, office furnishings, and accessories. The bid was awarded to Sierra School Equipment on November 13, 2018, and extended on November 13, 2019 through November 12, 2020.

West Kern Community College District (WKCCD) has used the Arvin Union School District Piggyback Bid for many years to meet our school and office furnishings and accessories needs. The Piggyback Bid was used for large purchases on the Administration/Library and TIL Projects, and many other smaller purchases. It is requested that the Piggyback Bid be reapproved at this time for use on the Student Center Project.

Terms (if applicable): Expires November 12, 2020.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: 

Dr. Debra Daniels, Superintendent/President

GEORGIA RHETT
District Superintendent

EMMA PEREIDA-MARTINEZ
Assistant Superintendent

ARVIN UNION SCHOOL DISTRICT

737 Bear Mountain Blvd.
Arvin, CA 93203
(661) 854-6500 FAX (661) 854-2362



October 22, 2019

Sierra School Equipment Company
1911 Mineral Ct.
Bakersfield, CA 93308

Re: Piggyback Bid no. 2018-19-001

To Whom it May Concern,

The Arvin Union School District went out to bid on October 24, 2018 for school furnishings, office furniture, and accessories. The bid was published in the Bakersfield Californian on October 24, 2018 and October 31, 2018.

Three vendors requested bid packets, Warner Design, Daktronics, and Sierra School Equipment. The bid opening date was November 7, 2018 at 1:00pm, three bids were received. The bid was awarded per item to each company. Sierra School Equipment Company won the bid on the majority of the items, per the bid results spreadsheet. The school board approved the bid results at the November 13, 2018 board meeting.

This letter is to serve as notice that the Arvin Union School District is extending the above referenced bid November 13, 2019 thru November 12, 2020 using the current manufactures price list.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Davis".

Chris Davis
Chief Business Official



Sierra
**School Equipment
Company**

1911 MINERAL COURT
BAKERSFIELD, CA 93308
(661) 399-2993
FAX (661) 399-0218
MAILING ADDRESS:
P.O. BOX 80667
BAKERSFIELD, CA 93380-0667
Website: www.ssecinc.com

**“Arvin Union School District”
Piggyback Bid 2018-19-001
Expires: November 13, 2019**

(Renewable annually through November 13, 2023)



BOARD AGENDA ITEM

Date: October 6, 2020
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 14, 2020

Title of Board Item: Agreement with Ocelot (CareerAmerica, LLC)

Background:

Ocelot is an online educational publishing company, a "Sole Source" supplier of a comprehensive library of on-demand online video content in the area of financial aid, covering state and federal financial aid programs. The content is delivered through two proprietary learning platforms, both of which are Section 508 compliant. Taft College has been purchasing this service for a number of years utilizing the video to provide 24/7 answers to the most common questions related to financial aid and scholarships. This three year agreement will provide the service at a discounted rate saving the District money for services we previously purchased annually.

Terms (if applicable): January 1, 2021 through December 21, 2023

Expense (if applicable): \$10,500.00 (\$3350 annually)

Fiscal Impact Including Source of Funds (if applicable): \$450.00 savings over a three-year period. This service is pad annually through Federal Pell Grant Administrative Allowance funds.

Approved: 

Dr. Debra Daniels, Superintendent/President



CONTRACT OF SERVICE

The Contract of Service encompasses the attached Invoice, Sole Source Letter, and End User License Agreement, which are incorporated in this Contract of Service by reference. The Contract of Service is an agreement entered into between Taft College and Ocelot (CareerAmerica, LLC) to begin on 1/1/2021. Pricing as offered assumes contract approval on or before Contract Start Date.

1. TOTAL CONTRACT

Item	Quantity	Description	Unit Amount	Total Amount
GetAnswers BASIC Service	3.00	Online financial aid video service	\$7,000.00	\$21,000.00
Add-On Module	3.00	Additional content module added to GA video portal/repository	\$1,000.00	\$3,000.00
Discount: Multi-Year	3.00		\$-150.00	\$-450.00
Discount: Early Adopter	3.00		\$-4,500.00	\$-13,500.00

Shipping & Handling

Sales Tax

TOTAL AGREEMENT PRICE

\$10,050.00

2. ORDER ADD-ONS

This contract includes the flexibility to order additional services – including but not limited to custom developed technology solutions - within the Term of this agreement. Item(s) will be invoiced separately and will be bound to this agreement, or a new agreement, as indicated by Ocelot.

3. TERM

Start Date: 1/1/2021 End Date: 12/31/2023

4. PAYMENT SCHEDULE

Due Date	Amount
1/1/2021	3,350.00
1/1/2022	3,350.00
1/1/2023	3,350.00

Checks made payable to CareerAmerica, LLC

5. RENEWAL CONTRACT OPPORTUNITY

This contract will automatically renew at the conclusion of the term. Client may opt-out of renewal by notifying Ocelot in writing at least 30 days prior to the conclusion.

6. PRICE CAP ON RENEWAL CONTRACT

At the conclusion of this contract, the pricing for the current items ordered will increase by no more than 6%.

7. SIGNATURES

Taft College

Ocelot



Signature

Dr. Debra Daniels	Name	Damon Vangelis
Superintendent/President	Title	CEO
	Date	10/1/2020



FEATURING FATV

INVOICE

CareerAmerica, LLC
PO Box 7139
Boulder, CO 80306

Invoice #	Invoice Date	Payment Due Date	PO#
0031-04	10/1/2020	1/1/2021	

Bill To:
Taft College
29 Emmons Park Dr
Taft, CA 93268

Contract Services Description

Item	Quantity	Description	Unit Amount	Total Amount
GetAnswers BASIC Service	3.00	Online financial aid video service	7,000.00	21,000.00
Add-On Module	3.00	Additional content module added to GA video portal/repository	1,000.00	3,000.00
Discount: Multi-Year	3.00		-150.00	-450.00
Discount: Early Adopter	3.00		-4,500.00	-13,500.00

Shipping & Handling

Sales Tax

AMOUNT DUE THIS INVOICE \$3,350.00

Year 1 GetAnswers 1/1/2021-12/31/2021

Payment Terms:

Phone # (303) 351-2546	Fax # (810) 958-5113	Email orders@ocelotbot.com
Website www.ocelotbot.com	Federal Tax ID 84-4047861	

Ocelot, FATV, GetAnswers, GetSAP, and GetSAP+ are services of Career America, LLC.
All payments should be made payable to CareerAmerica, LLC

To: Purchasing Department, Taft College
From: Damon Vangelis, CEO
Date: 10/1/2020
Re: Sole Source Nature of Ocelot Services

.....
Ocelot's proprietary AI software platform enables educational institutions to explain critical and complex topics through a virtual interface. Our platform is Section 508 and WCAG 2.0 AA compliant. Ocelot's product includes five distinctive innovations that no other AI chatbot platform provides:

Patent-Pending "Explore" Interface

This unique AI-enabled interface provides chatbot users with supplemental guided conversations and advice, including relevant videos, website links, and related topics. Our pending patent is described in the Federal Registry as "Method and System for Predictive Q&A and Resource Suggestions". Application No.: 16/888,680

Explainer Video Library

Ocelot's chatbot is the only higher education focused bot that includes a comprehensive, 2,000+ online explainer video library covering all Title IV federal (and state) financial aid programs. These videos are updated regularly for compliance.

Out-of-the-Box Knowledge Base

Ocelot's chatbot has the deepest knowledge base of any higher education chatbot. It includes over 3,000 questions and answers that gives any institution an unrivaled starting point to build an effective AI chatbot.

Independent-Rated BLEU* Score

Ocelot's proprietary language algorithms score 52 (Spanish) and 54 (Simplified Chinese) on the BLEU evaluation rating. We have trained our AI with terminology consistent with the US Department of Education's vocabulary. This equates to master translation. Ocelot only pushes languages live once they score over 50. By comparison, automated translation services used by other chatbot providers (e.g. Google or Microsoft Translate) score in the 20s. *<https://en.wikipedia.org/wiki/BLEU>

Content Compliance Review

Ocelot is the only chatbot provider with a dedicated, 5-person content compliance review team. Ocelot's compliance team ensures that all content in the knowledge base covering Title IV (federal financial aid), Title IX (gender equity), and international programs are reviewed and maintained regularly to ensure accuracy.

Ocelot services are available on a subscription basis directly through us. Ocelot is owned by CareerAmerica, LLC. If you have any questions, please contact me at (303) 351-2546.

Sincerely,

END USER LICENSE AGREEMENT

NOTICE TO ALL USERS: Please read this contract carefully. By utilizing this service, you (the relevant entity) agree that this agreement is enforceable like any written contract signed by you.

1. Definitions

- a. "Service" means (a) all of the contents of the digital files, or other media (including electronic media) with which this Agreement is provided or such contents as are hosted by Ocelot (CareerAmerica, LLC) or any authorized partners, including but not limited to (i) computer information or software; (ii) related explanatory materials in printed, electronic, or online form ("Documentation"); and (b) upgrades, modified or subsequent versions and updates (collectively "Updates"), and Software, if any, licensed to you by CareerAmerica, LLC or an Authorized Partner as part of a maintenance contract or service subscription.
- b. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the Service.
- c. "Computer" means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.
- d. "Ocelot" means a customizable online educational service created and serviced by CareerAmerica, LLC.

2. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, CareerAmerica, LLC hereby grants to you a non-exclusive, non-transferable license to use a custom version of this Service on your website, for access and viewing by your faculty and staff, students, their family members and/or guardians, website visitors, and prospective students and their family members and/or guardians.

3. Term. Unless earlier terminated as set forth herein, this Agreement is effective for the term set forth in the Invoice and/or Contract of Service (if supplied), and may be extended for additional terms and pricing upon written agreement by the Parties. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of the Service and destroy all copies of the digital files and Documentation.

4. Start Date for Subscription. Subscription start dates shall be determined at the outset of the Agreement. Standard practice is for the subscription to begin the day the service is provided by CareerAmerica, LLC to the Client. However, at the discretion of CareerAmerica, LLC, the start date may be delayed in order to accommodate delays in launching by the Client. In the case of a delayed launch, start dates will be no later than 60 days from the date of the signed agreement or the receipt by CareerAmerica, LLC of a purchase order (whichever is later), unless otherwise agreed to by CareerAmerica, LLC at the outset of the Agreement.

5. Updates. This license is limited to the version of the Service delivered by CareerAmerica, LLC. Throughout the Term of this Agreement, CareerAmerica, LLC shall make reasonable efforts to update the content of its service as needed to reflect material changes in applicable laws and/or regulations.

6. Ownership Rights. The Ocelot Service and its content are protected by United States copyright laws. CareerAmerica, LLC owns and retains all right, title, and interest in and to the Service, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your installation or Use of the Ocelot service does not transfer to you any title to the intellectual property in

the Service, and you will not acquire any rights to the Service except as expressly set forth in this Agreement. You retain ownership in any content or material that is provided to CareerAmerica, LLC (referred to herein as the "Customer Materials") and this Agreement does not provide CareerAmerica, LLC with any right to use such Customer Materials other than as necessary to perform its obligations under this Agreement.

7. Multiple Copies. If your service subscription includes multiple media format – such as DVD – you are not permitted to make copies of this media. You are permitted to use the Service on your institution's website. However, you are not permitted to knowingly or intentionally permit another institution to access your Service.

8. Video Files. If you elect to utilize any video files provided by CareerAmerica, LLC through the file-share system, these files are only to be used as part of a school-based (closed) signage system for the term of your subscription. The video files are the property of CareerAmerica, LLC, and may not be duplicated, shared, or otherwise transmitted for use by a third party, or used online without prior written permission of CareerAmerica, LLC. If your subscription ends, you are not permitted to use the video files without the permission of CareerAmerica, LLC.

9. Restrictions. You may not sell, lease, license, rent, loan, resell, or otherwise transfer, with or without consideration, the Service or any of its knowledgebase or video content. You may not reverse engineer, decompile, or disassemble the Service, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Service in whole or in part. You may not knowingly permit third parties (institutions, corporations, agencies, etc) to benefit from the use or functionality of the Service or the video clips. [This shall not be construed to refer to students benefiting intellectually from the educational benefit of the Service.] You may not back-up or otherwise copy any Ocelot digital content, or upload it to any other services or websites.

10. Warranty and Disclaimer. Subscriptions run for 1 year unless otherwise specified in the Agreement. Pro-rated subscriptions are permissible (e.g. your fiscal year is already in progress and you wish to purchase a subscription for the remaining months of your fiscal year), but must be specified in the Contract of Service or Invoice. CareerAmerica, LLC strives to make sure its Service is free from interruption; however, we make no guarantees that it will be error-free.

- a. **Uptime Commitment.** CareerAmerica, LLC will use commercially reasonable efforts to ensure that the Ocelot Service is available 24 hours a day, 7 days a week, with a monthly uptime goal of 99%. As used herein, "Ocelot Uptime" is calculated by taking the total number of minutes in a calendar month less the number of minutes of Ocelot Downtime in the calendar month, divided by the total number of minutes in the calendar month. As used herein, "Ocelot Downtime" means if Ocelot Content and player are not being distributed or the Ocelot server is down, provided, however, that the following events will not be included as Ocelot Downtime: (a) causes beyond CareerAmerica LLC's reasonable control, and (b) scheduled maintenance on the Ocelot Service ("Scheduled Maintenance") up to 8 hours per calendar month (the "Maintenance Limit"); all Scheduled Maintenance shall either be conducted (i) between the hours of 12:00 AM (ET) and 6:00 AM (ET) or (ii) at any time after supplying Client with 3 days advance notice (the "Maintenance Windows"). Any Schedule Maintenance conducted in excess of the Maintenance Limit or outside of the Maintenance

Windows shall be included in the calculation of Ocelot Downtime. Client will promptly notify CareerAmerica, LLC of any failure to receive Ocelot Content, whereupon CareerAmerica, LLC will evaluate the report in order to determine whether or not such failure qualifies as Ocelot Downtime.

- b. **Remedy for Excess Downtime.** If Ocelot Downtime is greater than 1% in a given month, Client shall be given an extension of the Agreement in the amount of downtime.

These provisions are Client's sole and exclusive remedy for Ocelot Downtime and any failure to meet the terms of this Agreement. To request an Ocelot Service Extension credit, Client must contact CareerAmerica, LLC within 30 days after the end of the month in which the Service Extension Credit was earned. Multiple Ocelot Downtime events occurring simultaneously shall be considered a single Ocelot Downtime event.

11. Limitation of Liability. Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall either party, or its authorized partners or suppliers, be liable to each other or to any other person for loss of profits, loss of goodwill, or any indirect, special, incidental, or consequential damages, or damages for gross negligence of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or for any other damage or loss, even if either party has been advised of the possibility of such damages. In no event shall CareerAmerica, LLC, or its authorized partners, be liable for any damages in excess of the contract price for the Ocelot Service, if any.

12. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Colorado, without regard to its conflict of law provisions.

13. Audit for Volume Licenses. CareerAmerica, LLC reserves the right to periodically audit (verify enrollment and review your use of Ocelot) your institution to ensure that you are using the appropriate Service license, and are not in violation of this Agreement.

14. Logos and Symbols. As a customer in good standing with CareerAmerica, LLC, your institution has the right to use our Ocelot logo on your website and/or any marketing materials you create so long as they are used to indicate current usage of Ocelot.

15. White Labeling. As a customer, you are permitted to "white label" Ocelot's services. You agree that any name, avatar, or other branding that you utilize in this regard is taken at your own risk of any violations of trademarks, etc., and you also agree to bear the consequences of your choices. CareerAmerica, LLC bears no responsibility for any names, avatars, or branding that you choose to utilize.

16. Miscellaneous. This Agreement sets forth all rights for the user of our Services and is the entire agreement between the parties. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of CareerAmerica, LLC. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by CareerAmerica, LLC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

17. Customer Support. If you have any questions concerning these terms and conditions, please call (888) 704-9090 or request help through our website located at www.ocelotbot.com.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this form. Do not leave this line blank. CAREERAMERICA, LLC	
2 Business name (do not check this box if the name is the same as the name on line 1). OCELOT	
3 Check appropriate box for federal tax classification of the person or entity name is entered on line 1. Check only one of the following categories. <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company (Enter the tax classification (C-C corporation, S-S corporation, Partnership) P) <small>Note: Check the appropriate box in the area above for the tax classification of the single-member owner. Do not check LLC if the LLC is not owned by a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Apply to accounts maintained outside the U.S.</small>	
5 Address (number, street, city, or suite no.) (See instructions). 703 11TH STREET	Requester's name and address (optional)
6 City, state, and ZIP code BOULDER, CO 80302	
7 List account number(s) (if applicable)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on which number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
8 4 - 4 0 4 7 8 6 1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Dwight King* Date **1/3/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (if the W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-R (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (cancelled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

- Form 1099-INT (interest earned or paid)

BOARD AGENDA ITEM

Date: September 1, 2020
Submitted by: Xiaohong Li, Interim Executive Director of Information Technology Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Renewal Agreement (Quote #122126726-1) with DAI Source for IBM Cognos.

Background:

This renewal agreement with DAI Source provides required licensing for Cognos, the College data reporting system. This IBM software subscription and support includes both product upgrades and technical support. This maintenance agreement includes eight "analytics" reporting users for the data modeling team as well.

Terms (if applicable):

Licensing will be renewed from November 1, 2020 - October 31, 2021


Expense (if applicable):

The total cost of this license is \$9,323.11.

Fiscal Impact Including Source of Funds (if applicable):

This expense will be split 50/50 between the Instruction and Information Technology Departments.

Approved: _____


Dr. Debra Daniels, Superintendent/President

Quotation #: 122126726-1
 Quote Date: 9/1/2020
 Expiration Date: 10/25/2020
 Passport Advantage #: 188400 3407311
 Taft College
 29 Emmons Park Drive
 Taft, CA 93268-2317
 United States



Li	Qty	Part	Description	Unit Price	Price (USD)
1	4	E0K2DLL	IBM COGNOS ANALYTICS EXPLORER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-NOV-2020 31-OCT-2021	\$238.40	\$953.60
2	200	E0K2HLL	IBM COGNOS ANALYTICS INFORMATION DISTRIBUTION PROCESSOR VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-NOV-2020 31-OCT-2021	\$47.20	\$9,440.00
3	1	E0K30LL	IBM COGNOS ANALYTICS ADMINISTRATOR PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 01-NOV-2020 31-OCT-2021	\$1,444.00	\$1,444.00
4	1	E0L0GLL	IBM SPSS MODELER PERSONAL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS 01-NOV-2020 31-OCT-2021	\$928.00	\$928.00

Total	<u>\$12,765.60</u>
Discount	<u>-\$3,442.49</u>
Grand Total	<u>\$9,323.11</u>

Accepted By:

Date:

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

Invoice will be generated upon entitlement. Payment Terms are net 30 days. Please sign and return with a PO made out to:
DAI Source
 5605 North MacArthur Boulevard 10th Floor
 Irving, Texas 75038

Date: September 29, 2020
Submitted by: Dr. Leslie Minor, Vice President of Instruction
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

2021 Library Services Platform Program Participation

Background:

In fiscal year 2017-18, the Chancellor's Office secured start-up funding to establish a single Library Services Platform for the colleges. Today, 110 colleges, including Taft College, are on one platform through a System Office contract with ExLibris that runs through December 31, 2020. However, due to limited resources resulting from the pandemic and recession, no additional state funding was allocated to directly support the Library Services Platform.

With this new agreement, Taft College will once again be asked to support their portion of the Library Services Platform but continue to leverage savings through economies of scale.

In submitting this letter of participation, Taft College is committing to paying our college's 2021 cost of share designated on the attached chart to CCLC upon receipt of invoice and acknowledge that CCLC will sign a contract with Ex Libris for 2021 Alma/PrimoVE subscription services on our behalf.

Terms (if applicable):

n/a


Expense (if applicable):

\$6,121

Fiscal Impact Including Source of Funds (if applicable):

Budgeted District funds.

Approved: _____


Dr. Debra Daniels, Superintendent/President



2021 Library Services Platform Program Participation

Please complete and return with signatures no later than October 9, 2020 to lsp@ccleague.org

Please consider this confirmation of Taft

College's intent to participate in the Statewide Library Services Platform (LSP) program via the Community College League of California (CCLC). In submitting this letter of participation, we are committing to paying our college's 2021 cost of share designated on the attached chart to CCLC upon receipt of invoice and acknowledge that CCLC will sign a contract with Ex Libris for 2021 Alma/PrimoVE subscription services on our behalf.

10/21/2020

Authorized Signature

Date

Dr. Debra Daniels

Superintendent/President

Typed Name

Title

We should be billed:

as an individual College

as a District for all of the following Colleges:

Please send invoices to:

Name: **Dr. Leslie Minor**

Title: **VPI**

Email: **lminor@taftcollege.edu**

College	2021 LSP Cost Apportionment	College	2021 LSP Cost Apportionment	College	2021 LSP Cost Apportionment
Allan Hancock College	\$21,869	Evergreen	\$14,130	Norco	\$15,670
American River College	\$48,267	Feather River	\$4,036	Ohlone	\$18,138
Antelope Valley College	\$24,076	Folsom Lake	\$13,325	Orange Coast	\$41,745
Bakersfield	\$41,392	Foothill	\$17,317	Oxnard	\$11,876
Barstow	\$5,581	Fresno City	\$39,271	Palo Verde	\$4,403
Berkeley City	\$7,550	Fullerton	\$40,354	Palomar	\$40,774
Butte	\$21,671	Gavilan	\$12,122	Pasadena	\$51,931
Cabrillo	\$20,368	Glendale	\$27,711	Porterville	\$7,922
Canada	\$8,116	Golden West	\$24,640	Reedley	\$11,541
Cerritos	\$39,500	Grossmont	\$24,616	Rio Hondo	\$29,685
Cerro Coso	\$7,251	Hartnell	\$17,862	Riverside City	\$33,721
Chabot	\$20,846	Imperial Valley	\$17,611	Sacramento City	\$29,482
Chaffey	\$37,472	Lake Tahoe	\$2,554	San Bernardino Valley	\$24,993
Citrus	\$24,838	Laney	\$14,267	San Diego City	\$21,742
City College of San Francisco	\$33,518	Las Positas	\$15,149	San Diego Mesa	\$32,464
Clovis	\$12,218	Lassen	\$3,568	San Diego Miramar	\$19,520
Coastline	\$13,146	Long Beach City	\$43,845	San Joaquin Delta	\$31,863
College of Alameda	\$6,589	Los Angeles City	\$19,361	San Jose City	\$11,820
College of San Mateo	\$14,276	Los Angeles Harbor	\$11,723	Santa Ana	\$46,374
College of the Canyons	\$30,974	Los Angeles Mission	\$12,621	Santa Barbara City	\$30,347
College of the Desert	\$26,542	Los Angeles Pierce	\$26,366	Santa Monica	\$49,662
College of the Redwoods	\$9,969	Los Angeles Southwest	\$8,151	Santa Rosa	\$38,235
College of the Sequoias	\$25,046	Los Angeles Trade Technical	\$19,361	Santiago Canyon	\$23,018
College of the Siskiyous	\$4,625	Los Angeles Valley	\$22,118	Shasta	\$16,231
Columbia	\$3,930	Los Medanos	\$17,930	Sierra	\$33,031
Compton	\$9,617	Madera	\$5,576	Skyline	\$17,020
Contra Costa	\$11,891	Mendocino	\$6,373	Solano	\$15,429
Copper Mountain	\$2,897	Merced	\$22,352	Southwestern	\$33,683
Cosumnes River	\$21,016	Merritt	\$9,563	Taft	\$6,121
Crafton Hills	\$10,756	MiraCosta	\$23,207	Ventura	\$22,579
Cuesta	\$19,016	Mission	\$11,852	Victor Valley	\$21,478
Cuyamaca	\$10,795	Modesto	\$28,377	West Hills - Coalinga	\$4,594
Cypress	\$28,324	Monterey Peninsula	\$13,131	West Hills - Lemoore	\$6,563
De Anza	\$24,515	Moorpark	\$26,354	West Los Angeles	\$15,042
Diablo Valley	\$37,950	Moreno Valley	\$14,971	West Valley	\$13,846
East Los Angeles	\$42,054	Mt. San Antonio	\$64,213	Woodland	\$5,151
El Camino	\$40,673	Mt. San Jacinto	\$25,220	Yuba	\$10,032

BOARD AGENDA ITEM

Date: September 1, 2020
Submitted by: Xiaohong Li, Interim Director Information Technology Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

IssueTrak: One Year of IssueTrak Software Maintenance

Background:

IssueTrak is both the ITS Department's and Facilities Department's work order software and provides for asset control. This software provides both the ITS and Facilities departments' structure for completing work assignments. Upon completion, the software also notifies the staff or faculty member who requested assistance with the solution used by the technician.

Terms (if applicable):

October 2020 - October 2021

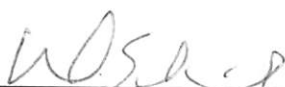
Expense (if applicable):

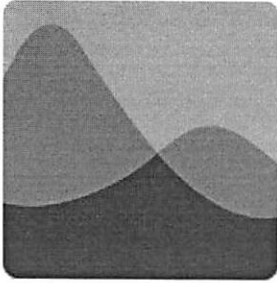
Total cost of the contract is \$2,587.50

Fiscal Impact Including Source of Funds (if applicable):

The cost of this contract will be shared by Facilities and Information Technology Services.

Approved: _____


Dr. Debra Daniels, Superintendent/President



Issuetrak, Inc.
 6160 Kempsville Circle, Ste 101B
 Norfolk, VA 23502
 757-213-1352
 accounting@issuetrak.com

RECEIVED

By Dana Hicks at 7:33 am, Sep 28, 2020

Estimate

ADDRESS

Taft College
 Attn: Accounts Payable
 29 Cougar Court
 Taft, CA 93268

ESTIMATE # TAFT1020MR

DATE 08/17/2020

EXPIRATION 10/18/2020

DATE

ACCOUNT NO.

18275

SALES TYPE

Renewal

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
ISSUETRAK KIT MR RENEWAL	One Year of IssueTrak Maintenance Plus from October 2020 - October 2021. Your IssueTrak Maintenance Plus includes: All new releases and upgrades of your licensed IssueTrak software; ability to expand your user licenses and modules; dedicated Quick Response Team to resolve complex code-related issues; advice from our product specialists on current or future usage of IssueTrak; unlimited access to IssueTrak's Technical Support Team and online Knowledge Base; and emergency after-hours support. Module(s) Included: Active Directory, Asset Management, Web Survey, and Incoming Email.	7	345.00	2,415.00
ISSUETRAK KIT MR RENEWAL	3 months of Issuetrak Maintenance Plus from Add-on Order Placed 2/12/2020. Your Issuetrak Maintenance Plus includes: All new releases and upgrades of your licensed Issuetrak software; ability to expand your user licenses and modules; dedicated Quick Response Team to resolve complex code-related issues; advice from our product specialists on current or future usage of Issuetrak; unlimited access to Issuetrak's Technical Support Team and online Knowledge Base; and emergency after-hours support. Module(s) Included: Active Directory, Asset Management, and Incoming	2	86.25	172.50

We appreciate your business. Should you have further invoice questions please give us a call at 757-213-1352.

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
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Email.

TOTAL **\$2,587.50**

Accepted By

Accepted Date

Date: September 23, 2020
Submitted by: Aaron Markovits
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: October 14, 2020

Title of Board Item:

Behavioral Health Training for TIL Staff.

Background:

Students attending the TIL program experience similar stresses of every other college student. Sometimes they struggle with symptoms consistent with behavioral health conditions. Staff at TIL are experts in instructing independent living skills. An area of growth for the staff is increasing awareness when students are displaying symptoms that can be attributed to behavioral health. TIL has arranged for a trainer, Daniel Burke, LMFT, who is a licensed therapist to instruct staff on how to recognize when students require assistance to address behavioral health concerns. The in person portion of the training was completed in the 19-20 school year. The online portion of the training took longer than intended, so we are requested an extension of the contract to October 31, 2020 to allow for completion.

Terms (if applicable):

August 15th, 2019-October 31, 2020


Expense (if applicable):

Up to \$2,500 from the TIL Budget

Fiscal Impact Including Source of Funds (if applicable):

The funds for the project will be provided by a grant from the Westside Healthcare District. Up to \$2,500 will be billed to the Westside Healthcare District upon completion of the project.

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 Daniel Burke ("Independent Contractor"). The agreement is effective August 15th, 2019.

Recitals

1. District desires to obtain the services of an education consultant especially trained and experienced in rendering the following services: professional development for staff of the Transition to Independent Living Program in the area of mental health awareness. (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 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:
 1. Provide a total of 12 hours of in person training for staff of the Transition to Independent Living Program at Taft College.
 2. A 3 hour online training will developed with the similar content for use by the Taft College TIL Program to train staff in the future.
 3. Design and deliver survey to staff to determine current competency in the subject being taught.
 4. In person training to be scheduled at mutually agreed upon dates and times.
4. **Compensation.** Independent Contractor shall be paid the sum of \$70 per hour and invoice the District no less than quarterly. The total amount paid for services provided will not exceed \$2,500.

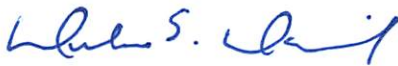
5. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, 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.
7. **Travel Expenses/Mileage Reimbursement.** The District shall not reimburse Independent Contractor for travel expenses/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.** Either Party may terminate this Agreement upon providing 15 days prior written notice of such termination.

Executed at Taft, California, on the dates shown below.

Date of WKCCD Board Approval:

West Kern Community College District:

By: Dr. Debra S. Daniels



Signature

Independent Contractor:

By: Daniel Buske



Signature

BOARD AGENDA ITEM

Date: September 29, 2020
Submitted by: Dr. Leslie Minor, Vice President of Instruction
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: October 14, 2020

Title of Board Item:

Agreement with the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC)

Background:

This agreement is the continuation of the 2019-20 agreement. Becky Roth will continue to serve as a Coordinator for Taft College in the Child Development Training Consortium for 2020-21. 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, 2020 - June 30, 2021

Expense (if applicable):

None for Taft College.

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Dr. Debra Daniels, Superintendent/President

September 23, 2020

Rebecca Roth
Taft College
29 Emmons Park Drive
Taft, CA 93268

Dear Rebecca:

Below is the 2020-2021 Instructional Agreement between the Yosemite Community College District, Child Development Training Consortium (CDTC) and Taft College. Please refer to the 2019-2020 Instructional Agreement for comparison of the Agreement revisions being implemented for the upcoming 2020-2021 year.

Please print one (1) copy and obtain the appropriate signature or certify by Adobe Sign. RETURN the Agreement, with original signature or certified by Adobe Sign, to the CDTC at the following address:

Child Development Training Consortium
PO Box 3603
Modesto, CA 95352
or
email lovettc@yosemite.edu

Upon obtaining the required signature of the Chancellor at Yosemite Community College District, a fully executed copy will be returned for your records.

If you have any questions or need additional information, please contact Gail Brovont at (209) 548-5721, and know that your prompt response will be greatly appreciated.

Sincerely,



Stephanie Aguilar, Director
Child Development Training Consortium

SA:cl,jd

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2020-2021 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 20-21-2468**

This Agreement is made and entered into this 1st day of September, 2020, 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 CDTC Campus Administrator to implement the Child Development Training Consortium (CDTC) program at the local level. The CDTC Campus Administrator will commit to being actively engaged for the full program year, and will maintain CDTC Campus Administrator status except for an emergency or other extenuating circumstances. In the event a CDTC Campus Administrator needs to withdraw mid – program year, YCCD/CDTC will consider a temporary CDTC Campus Administrator, 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 CDTC Campus Administrator will be responsible to prepare and submit all required reports; coordinate all CDTC activities; attend one (1) mandatory CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to the campus Child Development Training Consortium.

The designated CDTC Campus Administrator is preferably an active ECE/CD faculty, either full- time or ECE/CD adjunct faculty, department chair, director of the campus child development lab center/children's center or other qualified individual. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The CDTC Campus Administrator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then the contract/agreement will be administered by the CDTC Campus Administrator employed by the college.

The CDTC Campus Administrator must be available to support students by providing regularly scheduled office/support hours; thereby being accessible to students applying for the Educational Support Grant via the CDTC website at childdevelopment.org. The CDTC Campus Administrator must attend and/or provide CDTC program service information to campus child development/early childhood education (ECE) department meetings. The YCCD/CDTC must be notified in

writing within fifteen (15) calendar days of any change in CDTC Campus Administrator status.

The CDTC Campus Administrator must notify CDTC at least 30 days in advance of any type of formal or informal leave. A written plan of action that confirms the intent to continue all CDTC Campus Administrator duties as outlined in this Agreement, must be submitted for approval.

The CDTC Campus Administrator 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 ECE/CD faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **250 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, 2020, and June 20, 2021. Students will apply for the Educational Support Grant via the CDTC website at childdevelopment.org. ECE/CD coursework, general education coursework, child development work experience and remedial courses are included. General work experience courses are excluded.
- C. 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 available to family child care providers and employees of child care/development programs serving infants through school-age children.
- D. 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. Students will apply for the Educational Support Grant via the CDTC website at childdevelopment.org.
 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 (Priority 2 & 3 students exempt) 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. If a student is employed, the 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 (Priority 2 & 3 students exempt).
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- E. 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.

Students will apply for the Educational Support Grant via the CDTC website at childdevelopment.org.

- | | |
|------------|---|
| 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. Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services. Employees of all other programs including center-based and licensed family child care homes. |
| Priority 2 | Students who are not currently employed and enrolled in a practicum course. |
| Priority 3 | Students who are not currently employed and enrolled in a minimum of 12 units (per semester/term). |

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 Student Enrollment

The local ECE/CD Advisory Committee may inform or recommend 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.

- F. The CONTRACTOR will consult with an existing ECE/CD Advisory Committee to solicit input on local needs, courses to be offered. Then, CONTRACTOR will approve and submit the student eligibility and payment policies by January 29, 2021.
- G. The CONTRACTOR must have access to student grades and verify in

advance of issuing student payments. And, will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.

- H. 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 – 2020-2021 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352, OR, when appropriate, submitted electronically.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2020, to and including June 20, 2021. Enrolled units must be completed between July 1, 2020, and June 20, 2021. All allowable expenditures must be encumbered and/or the services rendered prior to June 20, 2021.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 15, 2020, a 2020-2021 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC.
- 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 CDTC Guidelines and Policy Manual. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. Due to COVID 19, all travel, both in state and out of state, and any travel associated with conference or meeting attendance is no longer in effect. This notice is effective from July 1, 2020 until January 1, 2021. CONTRACTOR may not submit invoices or expenditure reports for any travel expenses. In January, the California Department of Education (CDE) ELCD will reevaluate the travel restrictions according to guidance provided by the State to respond to the pandemic in order to keep Californians safe. If necessary, travel restrictions will be extended as needed, until June 30, 2021.
- 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 **\$11,500.00**. 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, 2021. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$46.00 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. ECE/CD coursework, general education coursework, remedial courses and child development work experience are included. General work experience classes are excluded.
- C. The CDTC Campus Administrator will approve and submit electronically all summer `20 and/or fall `20 student applications to CDTC by October 30, 2020 (preferred), or no later than March 12, 2021. AND, the CDTC Campus Administrator will approve and submit electronically all winter `21 and/or spring `21 student applications by March 12, 2021 (preferred) or no later than May 28, 2021.
- D. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of correctly reviewed, approved and electronically submitted Educational Support Grant applications 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, 2021.

V. RETENTION OF RECORDS AND UNITS

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.

XV. CONFIDENTIALITY

All data and information developed by CONTRACTOR and deemed confidential by YCCD/CDTC shall be properly safeguarded and protected by CONTRACTOR from unauthorized use and disclosure. At a minimum, during non-working hours, CDTC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

CONTRACTOR is hereby considered an agent of the State of California/ Yosemite Community College District only for confidential data purposes and will be personally liable under the state and federal statutes for unauthorized disclosures.

CONTRACTOR shall as soon as practicable notify YCCD/CDTC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Subject to paragraph B above, unless YCCD/CDTC authorizes the disclosure of the information in writing, CONTRACTOR shall use every means, to the maximum extent permitted by law and at no cost to the YCCD/CDTC, to protect the information from disclosure.

CONTRACTOR shall require its Campus Coordinator to agree to the conditions and stipulations of the YCCD/CDTC Confidentiality Agreement, Attachment C, in consideration of interactions with participants of the CDTC program and confidential information entered into the online Educational Support Grant student application.

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:	Henry C.V. Yong
Title of Person Signing:	Chancellor, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B – 2020-2021 Required Reports and Time Lines
Appendix C – Confidentiality Assurance Agreement

Return the **Instructional Agreement and Confidentiality Assurance Agreement with original signatures OR Certified by Adobe Sign signatures to:**

Child Development Training Consortium
PO Box 3603
Modesto, CA 95352
lovettc@yosemite.edu

For CDTC Use Only

Date Received:	To D.O.:	From D.O.:	To Contractor:
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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*****

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 program/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.

Appendix B

**Child Development Training Consortium 2020-2021
Required Reports and Time Lines**

Reports/Documentation	Due Date
Instructional Agreement	Return signed Agreement as soon as possible
Online Student Educational Support Grant applications (REVIEW, APPROVE AND SUBMIT ONLINE)	Summer/Fall '20: October 30, 2020 (preferred) Submitted no later than March 12, 2021 Winter/Spring '21: March 12, 2021 (preferred) Submitted no later than May 28, 2021
2020-2021 Program Budget (SUBMIT ONLINE) & Student Eligibility and Payment Policies (SUBMIT ONLINE)	October 15, 2020 January 29, 2021
2021-2022 Contractor Information for Implementation of the CDTC Program form	Returned signed form no later than June 4, 2021
2020-2021 Year-End Program Narrative Report (Survey Monkey)	June 21, 2021
Final Expenditure Report (SUBMIT ONLINE)	June 21, 2021



CONFIDENTIALITY ASSURANCE AGREEMENT

- All Campus Administrators designated to implement the CDTC program of Yosemite Community College District (YCCD), Child Development Training Consortium (CDTC) who have access to process personal private student information within the CDTC website, which contains confidential information and records must read and sign this Agreement
- The original is to be submitted to the Child Development Training Consortium, along with the signed Instructional Agreement. CDTC must sign the Agreement and then place the signed original in the Campus Administrator's file.

Responsibilities: During the performance of your assigned duties related to collecting information on students participating in the CDTC program, services and other activities provided, you may have access to confidential student information and records required for effective coordination and delivery of services to students and early childhood professionals. All confidential discussion, deliberations, records, and information generated or maintained in connection with these activities shall be disclosed only to **authorized persons** who have the authority to access confidential participant information or records. An authorized person is defined as any person who is given authority to access participant information in the system through the YCCD/CDTC confidentiality protocol. This includes information obtained and conveyed through all media – verbally, in writing, by fax, phone or email, or through the CDTC website. Confidential participant data will be managed in accordance with all applicable federal and California state privacy laws including but not limited to: Family Education Rights and Privacy Act of 1984 (20 U.S. C Sec. 1232g) and Children's Online Privacy Protection Act (COPPA) and California Education Code sections 49069 to 49079. Confidential participant data may include, but is not limited to, name, telephone, email account, address, date of birth and social security number.

Liabilities: Unauthorized release of confidential information to a third party may expose you to personal civil penalties under the provisions of Welfare and Institutions Code, Section 5330; criminal action under Welfare and Institutions Code, Section 10850; and potential fine under Title 42, Code of Federal Regulations, Part 2.

Acknowledgement: I acknowledge responsibility not to divulge any confidential information or records concerning CDTC students for services funded through the California Department of Education within the CDTC's website without proper written authorization.

I understand that I, the CDTC Campus Administrator, agree to the terms outlined above. I will submit a signed copy of this Confidentiality Assurance Agreement along with the 2020-2021 Instructional Agreement. The signed original will be on file at CDTC.

Signature: _____

Date: _____

Print Name: _____

Title: _____

CDTC Use Only

Received by: _____

Date: _____

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049068	09/01/2020	A00269611A-C Electric Company	I0062792	BL1685-1	41150	000	5510	71002	8,377.00
78049069	09/01/2020	A00306660Advanced Data Storage, Inc.	I0062776	0117287	11000	207	5990	49999	34.50
			I0062800	0116956	11000	411	5990	67300	170.00
78049070	09/01/2020	A00292936Albertson's LLC	I0062807	17769008	33429	310	4410	69250	51.78
78049071	09/01/2020	A00223048AMS.NET	I0062769	0040568	11000	113	5643	67801	13,728.00
			I0062780	0040501	31000	423	6412	69100	521.82
78049072	09/01/2020	A00200063Austin's Pest Control, Inc.	I0062777	AUG 20	11000	431	5860	65100	420.00
			I0062782	AUG. 20	39000	314	5860	64991	100.00
78049073	09/01/2020	A00200119C.A. Reding Company, Inc.	I0062778	553191	11000	113	5643	67801	2,640.00
78049074	09/01/2020	A00250381California Chamber of Commer	I0062793	SI430988	11000	411	5210	67300	374.00
78049075	09/01/2020	A00201051Central Sanitary Supply	I0062810	1102332	12700	421	4310	67900	1,192.60
					11700	421	4310	67900	397.54
78049076	09/01/2020	A00313072Colombo Construction Co., In	I0062783	PAY REQ	43100	000	6211	71003	673,264.74
78049077	09/01/2020	A00221118Community College Facility C	I0062796	142558	11000	401	5210	67200	659.00
78049078	09/01/2020	A00228756Country Auto & Truck Taft	I0062781	608927	11000	431	4312	65500	97.90
78049079	09/01/2020	A00302543Darby Dental Supply, LLC	I0062786	8896841	11000	205	4311	12042	302.28
			I0062787	8893511	11000	205	4311	12042	176.00
			I0062788	8893536	11000	205	4311	12042	461.69
			I0062789	1549065	11000	205	4311	12042	165.42
			I0062790	1563067	12651	205	4311	12042	265.92
78049080	09/01/2020	A00300396del Rosario, Heather R.	I0062794	041020	11000	411	5645	67300	59.96
78049081	09/01/2020	A00201122Home Depot Credit Services	I0062798	34060813	11000	431	4310	65500	64.34
					11000	431	4310	65100	551.85
					11000	431	4310	65300	0.01
			I0062799	340608/1	35819	357	4310	65100	525.65
					11000	431	4310	65300	0.01

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049082	09/01/2020	A00200715	Kern Electric Distributors	I0062774	580274	11000	431	4310	65100	256.89
78049083	09/01/2020	A00200498	Office Depot	I0062803	11777729	11000	358	4310	62100	185.88
78049084	09/01/2020	A00200457	Rotary Club of Taft	I0062795	082720	11000	110	5210	66003	250.00
78049085	09/01/2020	A00280086	Rothgeb, Julie J.	I0062773	AUG 20	12560	223	5710	60103	38.18
78049086	09/01/2020	A00285838	Sammy's Detail	I0062779	952	11000	432	5632	67703	235.00
78049087	09/01/2020	A00292764	Serrano, Joseph	I0062768	08262020	11999	000	7412	73900	306.00
78049088	09/01/2020	A00311710	Society for Human Resource M	I0062801	SO647262	11000	411	5210	67300	219.00
78049089	09/01/2020	A00200393	Sparkletts	I0062775	082020	11000	205	5641	12042	33.74
78049090	09/01/2020	A00200417	Sysco Food Service of Ventur	I0062791	27924782	32000	422	4410	69400	307.28
						32000	422	4411	69400	27.35
						32000	422	4411	69400	0.01
						32000	422	5940	69400	3.49
				I0062809	27924280	33429	310	4410	69250	1,358.60
78049091	09/01/2020	A00200423	Taft City School District	I0062797	21-012	11000	432	4312	65300	1,428.10
						11000	432	5632	65300	213.00
78049092	09/01/2020	A00200425	Taft College	I0062804	081020	31000	423	7130	69100	2,310.00
78049093	09/01/2020	A00200425	Taft College	I0062805	081720	31000	423	7130	69100	5,100.00
78049094	09/01/2020	A00200425	Taft College	I0062806	08/17/20	31000	423	7130	69100	30.00
78049095	09/01/2020	A00200862	Taft College Bookstore	I0062770	8150	11000	431	4310	65100	1,109.72
78049096	09/01/2020	A00200862	Taft College Bookstore	I0062771	8752	12000	340	4310	64951	157.66
78049097	09/01/2020	A00203989	Tipton Cash, Heather M.	I0062802	JUL 20	11000	224	4316	60200	39.10
78049098	09/01/2020	A00200284	U.S. Foods	I0062808	3259038	33429	310	4410	69250	921.19
78049099	09/01/2020	A00200327	US Air Conditioning	I0062784	4459172	35819	357	6412	65100	1,289.15
						35819	357	6412	65100	589.88
						35819	357	6412	65100	116.89
						35819	357	6412	65100	250.97

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

					35819	357	6412	65100	53.93	
					35819	357	6412	65100	427.37	
78049100	09/01/2020	A00296431	Ward, Lynnsey A.	I0062767	08312020	11999	000	7412	73900	184.00
78049101	09/01/2020	A00200360	Westec	I0062772	27393	11450	204	5641	09543	17,928.75
78049102	09/01/2020	A00308504	Wright Express FSC	I0062785	67075942	11000	224	4316	60200	20.49
78049103	09/02/2020	A00308117	Abernathy, Madeline G.	S0050126		11000		9526		46.00
78049104	09/02/2020	A00314333	Adamak, Benjamin A.	S0050127		11000		9526		230.00
78049105	09/02/2020	A00287950	Adame, Vanessa M.	S0050128		11000		9526		184.00
78049106	09/02/2020	A00316555	Adams, Jaime B.	S0050129		11000		9526		92.00
78049107	09/02/2020	A00292283	Altamirano, Leslie	S0050130		11000		9526		138.00
78049108	09/02/2020	A00318558	Angelo, Nicole L.	S0050131		11000		9526		600.00
78049109	09/02/2020	A00298518	Arreola, Noah	S0050132		11000		9526		322.00
78049110	09/02/2020	A00292917	Atijera, Jennifer T.	S0050062		11000		9526		460.00
78049111	09/02/2020	A00317814	Avila, Grindelia	S0050063		11000		9526		322.00
78049112	09/02/2020	A00313550	Avila, Ninnett A.	S0050064		11000		9526		138.00
78049113	09/02/2020	A00318058	Barela, Carlos A.	S0050065		11000		9526		200.00
78049114	09/02/2020	A00300114	Barnachia, Regan M.	S0050066		11000		9526		2.00
78049115	09/02/2020	A00237527	Barrios Solis, Rubi	S0050067		11000		9526		184.00
78049116	09/02/2020	A00294292	Bermudez, Fabiola	S0050068		11000		9526		230.00
78049117	09/02/2020	A00305127	Bertholf, Adam L.	S0050069		11000		9526		138.00
78049118	09/02/2020	A00312908	Bienvenu, Shayla B.	S0050070		11000		9526		1,000.00
78049119	09/02/2020	A00282318	Bittleston, Sydney	S0050071		11000		9526		690.00
78049120	09/02/2020	A00019988	Black, Julie M.	S0050072		11000		9526		276.00
78049121	09/02/2020	A00298216	Brown, Dalton M.	S0050073		11000		9526		744.35
78049122	09/02/2020	A00294389	Brown, Kayleen D.	S0050133		11000		9526		996.00
78049123	09/02/2020	A00294977	Brown, Shantay M.	S0050074		11000		9526		138.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049124	09/02/2020	A00298242	Burell, Carson T.	S0050075	11000	9526	998.00
78049125	09/02/2020	A00316148	Burgess, Emma G.	S0050076	11000	9526	644.00
78049126	09/02/2020	A00275287	Burley, Theresa M.	S0050077	11000	9526	228.00
78049127	09/02/2020	A00252539	Burrow, Zechariah J.	S0050078	11000	9526	460.00
78049128	09/02/2020	A00302746	Calderon, Carlos A.	S0050079	11000	9526	414.00
78049129	09/02/2020	A00315303	Calderon Flores, Diego	S0050080	11000	9526	2.00
78049130	09/02/2020	A00294607	Case, Lorene B.	S0050081	11000	9526	230.00
78049131	09/02/2020	A00292475	Castaneda, Ashley S.	S0050082	11000	9526	2.00
78049132	09/02/2020	A00295051	Castaneda, Destiny M.	S0050083	11000	9526	138.00
78049133	09/02/2020	A00294452	Castillo, Nicholas E.	S0050084	11000	9526	841.51
78049134	09/02/2020	A00095269	Castro, Gerardo	S0050085	11000	9526	140.00
78049135	09/02/2020	A00316310	Cerda, Linnea C.	S0050086	11000	9526	138.00
78049136	09/02/2020	A00311819	Cervantes, Valeria	S0050087	11000	9526	598.00
78049137	09/02/2020	A00229740	Chandler, Alyse	S0050088	11000	9526	370.00
78049138	09/02/2020	A00267845	Chavez, Emily C.	S0050089	11000	9526	184.00
78049139	09/02/2020	A00300075	Chavez, Meghan C.	S0050090	11000	9526	46.00
78049140	09/02/2020	A00054110	Christensen, Kelli J.	S0050091	11000	9526	253.00
78049141	09/02/2020	A00300282	Cisneros, Yasmin	S0050092	11000	9526	1,000.00
78049142	09/02/2020	A00313467	Clark, Noah S.	S0050093	11000	9526	138.00
78049143	09/02/2020	A00295973	Coats, Christian J.	S0050094	11000	9526	230.00
78049144	09/02/2020	A00313440	Cruz Rodriguez, Lidia	S0050095	11000	9526	138.00
78049145	09/02/2020	A00315789	Curry, Xochi I.	S0050096	11000	9526	554.00
78049146	09/02/2020	A00315465	Cushman, Harris F.	S0050097	11000	9526	736.00
78049147	09/02/2020	A00302726	Dauven, Priscilla A.	S0050098	11000	9526	322.00
78049148	09/02/2020	A00248470	Davalos, Elena X.	S0050099	11000	9526	1,996.00
78049149	09/02/2020	A00269831	Davis, Bradley A.	S0050100	11000	9526	115.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049150	09/02/2020	A00287263Del Villar, Priscilla	S0050101	11000	9526	598.00
78049151	09/02/2020	A00318474Diaz, Erick M.	S0050102	11000	9526	184.00
78049152	09/02/2020	A00292848Doepel, Alexis D.	S0050103	11000	9526	138.00
78049153	09/02/2020	A00298303Dojcinovski, Sergej	S0050104	11000	9526	223.00
78049154	09/02/2020	A00307144Donato, Michael A.	S0050105	11000	9526	552.00
78049155	09/02/2020	A00316637Doser, Megan L.	S0050106	11000	9526	2.00
78049156	09/02/2020	A00224788Duncan, Ashlei D.	S0050107	11000	9526	138.00
78049157	09/02/2020	A00301912Eldred, Jordan B.	S0050108	11000	9526	1,680.00
78049158	09/02/2020	A00306887Espudo, Maria A.	S0050109	11000	9526	2.00
78049159	09/02/2020	A00253603Fearon, Zackary A.	S0050110	11000	9526	138.00
78049160	09/02/2020	A00303762Figueroa, Marline	S0050111	11000	9526	1,000.00
78049161	09/02/2020	A00287909Finney, Dallas N.	S0050112	11000	9526	138.00
78049162	09/02/2020	A00317966Franco, Samantha A.	S0050113	11000	9526	46.00
78049163	09/02/2020	A00290105Franzen, Lena M.	S0050114	11000	9526	140.00
78049164	09/02/2020	A00108133Fuentes, Carolina	S0050115	11000	9526	2.00
78049165	09/02/2020	A00300366Galindo Rodriguez, Pamela	S0050116	11000	9526	998.00
78049166	09/02/2020	A00260755Gallegos, Eva J.	S0050117	11000	9526	184.00
78049167	09/02/2020	A00295716Gama, Marvin	S0050118	11000	9526	46.00
78049168	09/02/2020	A00294046Garcia, Kenia J.	S0050119	11000	9526	874.00
78049169	09/02/2020	A00316342Garcia, Merissa J.	S0050120	11000	9526	2.00
78049170	09/02/2020	A00306713Garcia, Tanya L.	S0050121	11000	9526	2.00
78049171	09/02/2020	A00318784Gaytan, Abel A.	S0050122	11000	9526	138.00
78049172	09/02/2020	A00307386Giambo, Sebastian S.	S0050123	11000	9526	198.00
78049173	09/02/2020	A00261072Gomez, Tanairy	S0050124	11000	9526	2.00
78049174	09/02/2020	A00314374Gomez Salcedo, Emiliano	S0050125	11000	9526	2.00
78049175	09/02/2020	A00292334Gonzalez, Estelle	S0049998	11000	9526	736.00

Taft College Check Register Report**01-September-20 through 30-September-20****FY 20-21**

78049176	09/02/2020	A00292460	Gonzalez, Julio V.	S0049999	11000	9526	138.00
78049177	09/02/2020	A00303782	Gonzalez, Raven M.	S0050000	11000	9526	998.00
78049178	09/02/2020	A00316712	Graham, Derick J.	S0050001	11000	9526	255.00
78049179	09/02/2020	A00306793	Grewal, Harleen Kaur	S0050002	11000	9526	2.00
78049180	09/02/2020	A00289842	Grimes, Hannah L.	S0050003	11000	9526	230.00
78049181	09/02/2020	A00286505	Guerrero Ortiz, Lucero A.	S0050004	11000	9526	460.00
78049182	09/02/2020	A00244676	Gutierrez, Alyssa R.	S0050005	11000	9526	2.00
78049183	09/02/2020	A00297088	Gutierrez Saldivar, Zithlaly	S0050006	11000	9526	138.00
78049184	09/02/2020	A00290994	Guzman, Cristal	S0050007	11000	9526	446.00
78049185	09/02/2020	A00269887	Guzman, Xavyer V.	S0050008	11000	9526	184.00
78049186	09/02/2020	A00284777	Hale, Morgan L.	S0050009	11000	9526	138.00
78049187	09/02/2020	A00308483	Hamblin, Coletin W.	S0050010	11000	9526	308.00
78049188	09/02/2020	A00279363	Hamilton, Reece N.	S0050011	11000	9526	186.00
78049189	09/02/2020	A00300312	Hampton, Nicholas E.	S0050012	11000	9526	860.00
78049190	09/02/2020	A00289719	Hedrick, Nathaniel A.	S0050013	11000	9526	253.00
78049191	09/02/2020	A00299672	Helland, Andrew J.	S0050014	11000	9526	368.00
78049192	09/02/2020	A00313549	Henderson, Jacqueline A.	S0050015	11000	9526	138.00
78049193	09/02/2020	A00228213	Hernandez, Alicia	S0050016	11000	9526	2.00
78049194	09/02/2020	A00292454	Hillan, Kaleb L.	S0050017	11000	9526	354.00
78049195	09/02/2020	A00246688	Hiracheta, Daniel L.	S0050018	11000	9526	253.00
78049196	09/02/2020	A00305096	Horn, Cassandra J.	S0050019	11000	9526	92.00
78049197	09/02/2020	A00300104	Huckins, Hannah R.	S0050020	11000	9526	768.87
78049198	09/02/2020	A00298240	Huerta Arechiga, Maria L.	S0050021	11000	9526	996.00
78049199	09/02/2020	A00307804	Hutchins, Joseph M.	S0050022	11000	9526	299.00
78049200	09/02/2020	A00274653	Ibarra, Sandra	S0050023	11000	9526	138.00
78049201	09/02/2020	A00304618	Jeffries, Jeremiah T.	S0050024	11000	9526	998.00

Taft College Check Register Report**01-September-20 through 30-September-20****FY 20-21**

78049202	09/02/2020	A00316944	Jenkins, Liam M.	S0050025	11000	9526	736.00
78049203	09/02/2020	A00318849	Johnson, Skye W.	S0050026	11000	9526	324.00
78049204	09/02/2020	A00282289	Jones, Nichole E.	S0050027	11000	9526	2.00
78049205	09/02/2020	A00295383	Jordan, Madison J.	S0050028	11000	9526	614.33
78049206	09/02/2020	A00257581	Kallenberger, Lyndsey J.	S0050029	11000	9526	228.00
78049207	09/02/2020	A00318793	Kaur, Avinash	S0050030	11000	9526	4,034.00
78049208	09/02/2020	A00297976	Kelley, Marissa L.	S0050031	11000	9526	924.06
78049209	09/02/2020	A00286368	Kirby, Makenzie A.	S0050032	11000	9526	460.00
78049210	09/02/2020	A00056418	Kirk, Rockland W.	S0050033	11000	9526	92.00
78049211	09/02/2020	A00309113	Kispersky, Rachael L.	S0050034	11000	9526	140.00
78049212	09/02/2020	A00299334	Knutson, Lauren M.	S0050035	11000	9526	184.00
78049213	09/02/2020	A00316560	Kuamoo, Lokelani	S0050036	11000	9526	92.00
78049214	09/02/2020	A00291593	Lackey, Chanel B.	S0050037	11000	9526	184.00
78049215	09/02/2020	A00297968	Laulu, Mahaila B.	S0050038	11000	9526	998.00
78049216	09/02/2020	A00315978	Laveaga, Gabriel	S0050039	11000	9526	2.00
78049217	09/02/2020	A00295058	Lazcano, Janeth	S0050040	11000	9526	253.00
78049218	09/02/2020	A00285791	Lehman, Arthur L.	S0050041	11000	9526	92.00
78049219	09/02/2020	A00284902	Lemmons, Taylor R.	S0050042	11000	9526	198.00
78049220	09/02/2020	A00231636	Lewis, Diane M.	S0050043	11000	9526	186.00
78049221	09/02/2020	A00304856	Llamas, Marisela A.	S0050044	11000	9526	414.00
78049222	09/02/2020	A00300079	Lopez, Athiziri	S0050045	11000	9526	598.00
78049223	09/02/2020	A00304995	Lopez, Miguel A.	S0050046	11000	9526	2.00
78049224	09/02/2020	A00253945	Lopez, Rose E.	S0050047	11000	9526	184.00
78049225	09/02/2020	A00310086	Lopez Castillo, Maria J.	S0050048	11000	9526	136.00
78049226	09/02/2020	A00308806	Lutu, Keoleen Z.	S0050049	11000	9526	414.00
78049227	09/02/2020	A00298545	Magana, Roman	S0050050	11000	9526	46.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049228	09/02/2020	A00298737	Maino, Aloalii Z.	S0050051	11000	9526	998.00
78049229	09/02/2020	A00306501	Mares, Juan C.	S0050052	11000	9526	255.00
78049230	09/02/2020	A00302732	Martinez, Maria G.	S0050053	11000	9526	2.00
78049231	09/02/2020	A00276689	Masi, Julia	S0050054	11000	9526	138.00
78049232	09/02/2020	A00318437	Mauro, Tyler B.	S0050055	11000	9526	138.00
78049233	09/02/2020	A00298217	McCord, Alexis A.	S0050056	11000	9526	308.00
78049234	09/02/2020	A00299333	McEwen, Tyler G.	S0050057	11000	9526	46.00
78049235	09/02/2020	A00263927	McGaha, Sara A.	S0050058	11000	9526	2.00
78049236	09/02/2020	A00298745	Medina, Antonio	S0050059	11000	9526	730.29
78049237	09/02/2020	A00295205	Medrano, Marisol	S0050060	11000	9526	198.00
78049238	09/02/2020	A00299989	Mejia, German B.	S0050061	11000	9526	910.00
78049239	09/02/2020	A00258883	Melendez, Michael D.	S0049934	11000	9526	140.00
78049240	09/02/2020	A00280449	Mendoza, Erin M.	S0049935	11000	9526	276.00
78049241	09/02/2020	A00315925	Miller, Mackenzie E.	S0049936	11000	9526	998.00
78049242	09/02/2020	A00295065	Molina, Rafael A.	S0049937	11000	9526	138.00
78049243	09/02/2020	A00283198	Montoya, Irving A.	S0049938	11000	9526	150.00
78049244	09/02/2020	A00284852	Moon, Liliana A.	S0049939	11000	9526	92.00
78049245	09/02/2020	A00261311	Mora, Angelica	S0049940	11000	9526	2.00
78049246	09/02/2020	A00238263	Mora, Marco A.	S0049941	11000	9526	644.00
78049247	09/02/2020	A00300018	Morales, Allison F.	S0049942	11000	9526	414.00
78049248	09/02/2020	A00016270	Morenovilla, Martin E.	S0049943	11000	9526	554.00
78049249	09/02/2020	A00275728	Morris, Angela Y.	S0049944	11000	9526	39.00
78049250	09/02/2020	A00241345	Morrison, Mishia C.	S0049945	11000	9526	138.00
78049251	09/02/2020	A00290824	Moseley, Jessica D.	S0049946	11000	9526	2.00
78049252	09/02/2020	A00249926	Munoz Rivera, Dulce J.	S0049947	11000	9526	2.00
78049253	09/02/2020	A00307417	Murphy, Hailey	S0049948	11000	9526	796.00

Taft College Check Register Report**01-September-20 through 30-September-20****FY 20-21**

78049254	09/02/2020	A00301684	Nguyen, Johnny	S0049949	11000	9526	230.00
78049255	09/02/2020	A00298219	Noland, Lily L.	S0049950	11000	9526	856.18
78049256	09/02/2020	A00317469	Ochoa-Heredia, Veronica L.	S0049951	11000	9526	184.00
78049257	09/02/2020	A00317741	Ogden, Julia M.	S0049952	11000	9526	140.00
78049258	09/02/2020	A00297854	Olivas, Emilio	S0049953	11000	9526	140.00
78049259	09/02/2020	A00297793	Olumba, Udo D.	S0049954	11000	9526	184.00
78049260	09/02/2020	A00298235	Orsburn, Kenya K.	S0049955	11000	9526	998.00
78049261	09/02/2020	A00280507	Ortega, Daisy C.	S0049956	11000	9526	138.00
78049262	09/02/2020	A00025977	Owens, Suzianne R.	S0049957	11000	9526	46.00
78049263	09/02/2020	A00248747	Palafox, Maria G.	S0049958	11000	9526	232.00
78049264	09/02/2020	A00318075	Paredes, Mariana M.	S0049959	11000	9526	368.00
78049265	09/02/2020	A00299988	Parker, Andrew D.	S0049960	11000	9526	258.00
78049266	09/02/2020	A00307862	Passmore, Luke A.	S0049961	11000	9526	1,864.00
78049267	09/02/2020	A00309399	Patel, Sagar S.	S0049962	11000	9526	138.00
78049268	09/02/2020	A00309344	Pau-De Santos, Lauren K.	S0049963	11000	9526	44.00
78049269	09/02/2020	A00294042	Perez, Israel J.	S0049964	11000	9526	276.00
78049270	09/02/2020	A00295030	Perez, Sheryl M.	S0049965	11000	9526	230.00
78049271	09/02/2020	A00312363	Perkins, Hannah M.	S0049966	11000	9526	138.00
78049272	09/02/2020	A00303764	Phillips, Kyleigh R.	S0049967	11000	9526	308.00
78049273	09/02/2020	A00298901	Plasencia, Beatriz	S0049968	11000	9526	48.00
78049274	09/02/2020	A00304244	Portenga, Tayler A.	S0049969	11000	9526	1,002.00
78049275	09/02/2020	A00296872	Portillo, Sonya R.	S0049970	11000	9526	2.00
78049276	09/02/2020	A00318016	Price, Trenadee R.	S0049971	11000	9526	2.00
78049277	09/02/2020	A00294725	Ramos, Adrianna	S0049972	11000	9526	1,000.00
78049278	09/02/2020	A00212137	Ramos, Serennah A.	S0049973	11000	9526	276.00
78049279	09/02/2020	A00318569	Reid, Matthew G.	S0049974	11000	9526	598.00

Taft College Check Register Report**01-September-20 through 30-September-20****FY 20-21**

78049280	09/02/2020	A00273399	Renteria, Sabrina	S0049975	11000	9526	278.00
78049281	09/02/2020	A00281767	Rice, Rebecca K.	S0049976	11000	9526	184.00
78049282	09/02/2020	A00276428	Rivera, Alexa T.	S0049977	11000	9526	186.00
78049283	09/02/2020	A00249943	Rivera, Dwight A.	S0049978	11000	9526	328.00
78049284	09/02/2020	A00299651	Rivera Garcia, Brian	S0049979	11000	9526	996.00
78049285	09/02/2020	A00254860	Robertson, Ryan A.	S0049980	11000	9526	184.00
78049286	09/02/2020	A00234544	Rocha, Ellison M.	S0049981	11000	9526	184.00
78049287	09/02/2020	A00267822	Rodriguez, Manuel	S0049982	11000	9526	184.00
78049288	09/02/2020	A00253225	Rodriguez, Monica	S0049983	11000	9526	278.00
78049289	09/02/2020	A00318910	Rodriguez, Trinity R.	S0049984	11000	9526	138.00
78049290	09/02/2020	A00318749	Rosenberg, Sarah C.	S0049985	11000	9526	94.00
78049291	09/02/2020	A00290934	Rosenberger, Jadyynn M.	S0049986	11000	9526	46.00
78049292	09/02/2020	A00294403	Rouell, Jordan J.	S0049987	11000	9526	398.00
78049293	09/02/2020	A00254318	Ruhangi, Mary W.	S0049988	11000	9526	138.00
78049294	09/02/2020	A00241734	Ruiz, Elias	S0049989	11000	9526	688.00
78049295	09/02/2020	A00305531	Ruiz, Paul A.	S0049990	11000	9526	138.00
78049296	09/02/2020	A00210230	Russell, Jared S.	S0049991	11000	9526	138.00
78049297	09/02/2020	A00210122	Salas, Elisa	S0049992	11000	9526	2.00
78049298	09/02/2020	A00305224	Salazar Martinez, Isabella A	S0049993	11000	9526	748.00
78049299	09/02/2020	A00315638	Saldivar, Michelle	S0049994	11000	9526	552.00
78049300	09/02/2020	A00288865	Sanchez, Yajaira J.	S0049995	11000	9526	742.26
78049301	09/02/2020	A00288790	Sandhu, Gurkirt S.	S0049996	11000	9526	46.00
78049302	09/02/2020	A00284205	Sandoval, Maura	S0049997	11000	9526	138.00
78049303	09/02/2020	A00315804	Sanhueza Escudero, Maria I.	S0049896	11000	9526	336.00
78049304	09/02/2020	A00298231	Sebastian, Carmen L.	S0049897	11000	9526	998.00
78049305	09/02/2020	A00291410	Sebastian, Luis D.	S0049898	11000	9526	506.00

Taft College Check Register Report**01-September-20 through 30-September-20****FY 20-21**

78049306	09/02/2020	A00238511	Serna, Elizabeth A.	S0049899	11000	9526	232.00
78049307	09/02/2020	A00302135	Sloss, Mikayla E.	S0049900	11000	9526	253.00
78049308	09/02/2020	A00303787	Smith, Ashlynn C.	S0049901	11000	9526	998.00
78049309	09/02/2020	A00295171	Solorzano Gonzalez, Francisc	S0049902	11000	9526	460.00
78049310	09/02/2020	A00299164	Sotelo, Alberto J.	S0049903	11000	9526	2.00
78049311	09/02/2020	A00318822	Soto, Nicholas J.	S0049904	11000	9526	255.00
78049312	09/02/2020	A00313734	Spires, Colton M.	S0049905	11000	9526	92.00
78049313	09/02/2020	A00298132	Steele, Hailey J.	S0049906	11000	9526	848.07
78049314	09/02/2020	A00298221	Stepp, Malynn J.	S0049907	11000	9526	326.28
78049315	09/02/2020	A00290435	Strong, Cherise M.	S0049908	11000	9526	524.28
78049316	09/02/2020	A00305232	Subia, Alexandria R.	S0049909	11000	9526	184.00
78049317	09/02/2020	A00291633	Tenorio, Guadalupe	S0049910	11000	9526	184.00
78049318	09/02/2020	A00303756	Terrazas, Hallie K.	S0049911	11000	9526	688.40
78049319	09/02/2020	A00318811	Terrill, Aireanna L.	S0049912	11000	9526	255.00
78049320	09/02/2020	A00287654	Tiede, Blake R.	S0049913	11000	9526	140.00
78049321	09/02/2020	A00294391	Topete, Christina L.	S0049914	11000	9526	996.00
78049322	09/02/2020	A00299919	Torres, Ana C.	S0049915	11000	9526	416.00
78049323	09/02/2020	A00312333	Torres, Ernesto L.	S0049916	11000	9526	2.00
78049324	09/02/2020	A00309897	Torres, Toni B.	S0049917	11000	9526	140.00
78049325	09/02/2020	A00298735	Uribe, Camila M.	S0049918	11000	9526	677.55
78049326	09/02/2020	A00306522	Valderrama, Ronaldo	S0049919	11000	9526	140.00
78049327	09/02/2020	A00292093	Valdez, Joe A.	S0049920	11000	9526	198.00
78049328	09/02/2020	A00297239	Valencia-Medina, Paul	S0049921	11000	9526	552.00
78049329	09/02/2020	A00305257	Vasquez, Janette	S0049922	11000	9526	276.00
78049330	09/02/2020	A00309586	Vazquez, James	S0049923	11000	9526	2.00
78049331	09/02/2020	A00302938	Venegas, Joseph F.	S0049924	11000	9526	2.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049332	09/02/2020	A00318050	Wachsmuth, Treven R.	S0049925		11000		9526		308.00
78049333	09/02/2020	A00297731	Walker, Daijahnae R.	S0049926		11000		9526		148.00
78049334	09/02/2020	A00303758	Walls, Hanna N.	S0049927		11000		9526		998.00
78049335	09/02/2020	A00224310	Ward, Kammy J.	S0049928		11000		9526		184.00
78049336	09/02/2020	A00280856	Waybright, Adam J.	S0049929		11000		9526		324.00
78049337	09/02/2020	A00290432	Wescott, Mckenlee A.	S0049930		11000		9526		400.00
78049338	09/02/2020	A00312859	Wiggins, Jasmine R.	S0049931		11000		9526		138.00
78049339	09/02/2020	A00316853	Williams, Halima L.	S0049932		11000		9526		138.00
78049340	09/02/2020	A00303424	Wright, Laura S.	S0049933		11000		9526		232.00
78049341	09/16/2020	A002000164	Imprint	I0062888	8450568	31000	423	4310	69100	877.14
						31000	423	5940	69100	55.91
78049342	09/16/2020	A00288646	Amazon Web Services, Inc.	I0062849	53915429	11000	113	5644	67801	692.19
78049343	09/16/2020	A00201055	American Dental Education As	I0062859	1170003	11000	205	5210	12042	851.00
78049344	09/16/2020	A00200043	American Express	I0062854	11005082	11000	000	7211	00000	2,414.62
78049345	09/16/2020	A00200053	Apple Computer Inc.	I0062852	AD000788	12725	421	6415	67900	20.38
				I0062853	AD000519	12725	421	6415	67900	2,856.78
78049346	09/16/2020	A00202445	AT&T Mobility	I0062836	081820	39000	314	5840	64991	188.89
78049347	09/16/2020	A00200065	B & H Photo-Video, Inc.	I0062861	17663612	11000	209	6412	04100	0.00
						11000	209	4311	04100	108.04
78049348	09/16/2020	A00200107	Bright House Networks	I0062812	090420	12560	223	5645	09565	311.93
78049349	09/16/2020	A00200109	Brown & Reich Petroleum, Inc	I0062864	16516	11000	431	4316	65100	67.76
						11000	432	4316	65100	118.51
						11000	432	4316	65300	69.02
						11000	432	4316	65500	62.91
78049350	09/16/2020	A00200112	BSK & Associates, Inc.	I0062890	0091285	11000	401	5510	71002	2,270.42
78049351	09/16/2020	A00200119	C.A. Reding Company, Inc.	I0062820	562122	31000	423	4318	69100	5.02

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

Check Number	Date	Account	Check Number	Vendor	Amount	Category	Sub-Category	Balance
			I0062871		566438	11000	205 4310	126.18
			I0062880		565671	31000	423 4318	10.88
78049352	09/16/2020	A00303443	I0062838	CampusLogic, Inc.	INV2952	12569	353 5641	21,600.00
						12569	353 5641	5,400.00
78049353	09/16/2020	A00200143	I0062824	Carlson, Kamala A.	23	31000	423 4110	2,850.00
78049354	09/16/2020	A00200161	I0062826	CDW-G	ZVD3996	12725	421 6415	142.05
						12725	421 6415	146.83
78049354	09/16/2020	A00200161	I0062843	CDW-G	ZVQ0028	11000	113 4310	97.62
						11000	113 4310	57.44
			I0062844		ZVG9397	12725	421 6415	388.16
						12725	421 6415	629.02
			I0062872		ZXW0063	12725	421 6415	2,127.58
78049355	09/16/2020	A00201051	I0062823	Central Sanitary Supply	1100356	33428	310 4310	280.09
						33528	310 4310	280.09
						33588	310 4310	280.09
78049356	09/16/2020	A00317778	I0062867	DenLine Uniforms, Inc	62058	12651	205 4311	668.75
78049357	09/16/2020	A00200238	I0062813	Department of Justice	460949	11000	202 5985	160.00
						31000	423 5985	128.00
						11000	224 5985	32.00
						11000	431 5985	32.00
						11000	431 5985	32.00
78049358	09/16/2020	A00201119	I0062869	Design Science, Inc.	IVC19163	11000	209 5642	280.00
78049359	09/16/2020	A00200995	I0062856	Educause	EDU-8481	11000	113 5642	77.00
78049360	09/16/2020	A00200308	I0062815	Federal Express Corporation	7-107-13	11000	205 5940	46.56
78049361	09/16/2020	A00200323	I0062845	Flinn Scientific, Inc.	2498845	11000	209 4311	289.86
78049362	09/16/2020	A00283264	I0062832	Frontier California Inc.	79000828	11000	431 5840	966.14

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049363	09/16/2020	A00283264	Frontier California Inc.	I0062833	77000828	11000	431	5840	65700	1,007.12
78049364	09/16/2020	A00283264	Frontier California Inc.	I0062840	082220	31000	423	5840	69100	47.00
78049365	09/16/2020	A00307514	Great River Learning	I0062887	5403867	31000	423	4110	69100	2,940.00
78049366	09/16/2020	A00203431	Grimes, Jessica R.	I0062821	22	31000	423	4110	69100	600.00
78049367	09/16/2020	A00200655	Henry Schein, Inc.	I0062816	82025406	12700	421	4310	67900	9,021.87
						11700	421	4310	67900	3,007.29
78049368	09/16/2020	A00304231	Higher Education Services, I	I0062822	HES-1193	31000	423	4110	69100	558.00
						31000	423	5940	69100	25.00
78049369	09/16/2020	A00266520	ID Zone	I0062891	INV64418	11000	113	4310	67801	444.02
78049370	09/16/2020	A00244581	Independent Fire and Safety,	I0062811	3997	11000	431	5632	65100	362.50
78049371	09/16/2020	A00201057	Johnstone Supply	I0062819	S2007196	11000	431	6412	65100	1,605.47
78049372	09/16/2020	A00200704	Karwoski, John	I0062875	SEP. 20	43100	000	5510	71002	10,920.00
78049373	09/16/2020	A00318857	KBFX-CD	I0062827	11445122	12582	301	5970	67800	2,000.00
78049374	09/16/2020	A00200715	Kern Electric Distributors	I0062817	580149	11000	431	4310	65100	51.91
78049375	09/16/2020	A00310049	Mazo, Mavi A.	I0062858	09082020	11999	000	7412	73900	598.00
78049376	09/16/2020	A00200555	McGraw-Hill	I0062831	11371405	12725	421	4315	67900	1,450.39
78049377	09/16/2020	A00213701	MCM Group	I0062883	415505	31000	423	4310	69100	441.50
						31000	423	5940	69100	34.72
78049378	09/16/2020	A00294618	McNeil and Associates, LLC	I0062870	31	11000	110	5510	66003	3,150.00
78049379	09/16/2020	A00200567	Mickelberry, Gracie	I0062828	083120	12000	303	7605	73200	636.61
78049380	09/16/2020	A00234628	MPS	I0062881	36312096	31000	423	4310	69100	4,050.00
						31000	423	5940	69100	127.00
78049381	09/16/2020	A002858200	'Connor Construction Manage	I0062834	36484	43100	000	5510	71002	160.00
78049382	09/16/2020	A00252523	Oak Hall Cap and Gown	I0062874	2384730	31000	423	4310	69100	35.80
						31000	423	5940	69100	13.03
78049383	09/16/2020	A00200498	Office Depot	I0062882	11644901	31000	423	4310	69100	206.14

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049384	09/16/2020	A00200508P. G. & E.	I0062855	083120	12560	223	5830	09565	423.49
78049385	09/16/2020	A00200508P. G. & E.	I0062877	08/31/20	11000	431	5830	65700	30,421.18
78049386	09/16/2020	A00200522Pepsi-Cola Company	I0062885	46679696	31000	423	4310	69100	288.53
78049387	09/16/2020	A00200536Praxair Distribution, Inc.	I0062814	98476841	12652	205	4311	12042	769.65
78049388	09/16/2020	A00271043SDC Publications	I0062889	103174	31000	423	4110	69100	720.00
78049388	09/16/2020	A00271043SDC Publications	I0062889	103174	31000	423	5940	69100	80.00
78049389	09/16/2020	A00200481Sehi Computer Products	I0062863	I0020515	12573	353	6415	64600	50,950.55
78049390	09/16/2020	A00298573SmartSign	I0062841	SMT-3334	11000	432	4310	67703	615.29
78049391	09/16/2020	A00200393Sparkletts	I0062842	08/20/20	11000	301	5810	64500	8.00
78049392	09/16/2020	A00200393Sparkletts	I0062886	082820	31000	423	4321	69100	7.99
78049393	09/16/2020	A00200396Spurr	I0062878	108710	11000	431	5820	65700	651.47
					35827	357	5820	69700	106.45
					33428	310	5820	69200	38.34
					33528	310	5820	69200	38.34
					33588	310	5820	69200	38.34
78049394	09/16/2020	A00211077Strata Information Group	I0062837	36658	12569	353	5510	64600	425.00
78049395	09/16/2020	A00200417Sysco Food Service of Ventur	I0062830	27925423	32000	422	4410	69400	545.17
					32000	422	4411	69400	0.01
					32000	422	4411	69400	45.45
					32000	422	5940	69400	3.76
			I0062873	27925861	32000	422	4410	69400	483.04
					32000	422	4411	69400	0.01
					32000	422	4411	69400	215.90
					32000	422	5940	69400	13.72
78049396	09/16/2020	A00200423Taft City School District	I0062839	21-017	11000	432	4312	65500	1,035.96
					11000	432	5632	65500	426.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049397	09/16/2020	A00259618	Taft College ASB General	I0062851	202030	11000	601	7130	70990	2,400.00	
78049398	09/16/2020	A00200862	Taft College Bookstore	I0062829	8393	12000	318	4310	64800	64.33	
78049399	09/16/2020	A00200862	Taft College Bookstore	I0062860	8619.	11000	212	4110	61100	201.09	
78049400	09/16/2020	A00200862	Taft College Bookstore	I0062879	090220	11000	000	9161	00000	3,873.20	
78049401	09/16/2020	A00312691	TC State Financial Aid Clear	I0062848	090320	12549	353	7510	73200	722,811.00	
78049402	09/16/2020	A00200293	United Parcel Service	I0062857	00009697	31000	423	5940	67705	7,562.09	
78049403	09/16/2020	A00200309	United Refrigeration, Inc.	I0062865	75249581	11000	431	4312	65100	394.41	
78049404	09/16/2020	A00200327	US Air Conditioning	I0062835	4470465	11000	431	4310	65100	66.41	
78049405	09/16/2020	A00200338	Verizon Wireless	I0062850	98615549	11000	431	5840	65100	97.21	
78049406	09/16/2020	A00200338	Verizon Wireless	I0062862	98615521	11000	113	5840	67801	76.02	
							12551	353	6415	64600	38.01
78049407	09/16/2020	A00312920	Vital Source	I0062825	VST11479	31000	423	4110	69100	307.63	
78049408	09/16/2020	A00294733	West Kern Adult Education Ne	I0062846	08312020	12603	125	7410	73100	69,387.00	
78049408	09/16/2020	A00294733	West Kern Adult Education Ne	I0062847	07312020	12603	125	7410	73100	69,386.00	
78049409	09/16/2020	A00275443	WestAir Gases & Equipment In	I0062884	80330072	31000	423	4321	69100	24.64	
78049410	09/16/2020	A00201081	Westside Waste Management Co	I0062866	08X00357	11000	431	5850	69200	46.21	
						11000	431	5850	69400	124.17	
78049411	09/16/2020	A00312927	Yamazaki, Genta	I0062818	78047479	11000	000	7211	00000	1,429.72	
78049412	09/23/2020	A00200017	A.P.I. Plumbing	I0062898	17647	11000	431	4310	69200	60.06	
78049413	09/23/2020	A00243588	AARP Health Care Options	I0062963	OCT 20	11000	412	3350	59100	18,691.92	
78049414	09/23/2020	A00285759	Abney, Alyssa R.	S0050237		11000		9526		2.00	
78049415	09/23/2020	A00222771	Academic Senate for Communit	I0062917	13541	11000	202	5710	60100	250.00	
78049416	09/23/2020	A00307639	Acosta, Genesis	S0050238		11000		9526		2.00	
78049417	09/23/2020	A00298257	Aguilar Garcia, Gabriela	S0050284		11000		9526		298.00	
78049418	09/23/2020	A00252883	Alaniz, Ryan K.	S0050239		11000		9526		186.00	
78049419	09/23/2020	A00043526	Albayeros, Hilda	S0050240		11000		9526		140.00	

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049420	09/23/2020	A00292936	Albertson's LLC	I0062961	17769109	32000	422	4410	69400	95.95
78049421	09/23/2020	A00305538	Alcantar, Jorge M.	S0050241		11000		9526		2.00
78049422	09/23/2020	A00305348	Alcaraz Miranda, Brianna E.	S0050242		11000		9526		136.00
78049423	09/23/2020	A00203579	Alcorn Aire, Inc.	I0062944	57506	11000	431	5632	65100	1,078.04
78049424	09/23/2020	A00296631	Ali, Abraham A.	S0050243		11000		9526		232.00
78049425	09/23/2020	A00294530	Alldredge, Rachel N.	S0050244		11000		9526		2.00
78049426	09/23/2020	A00316970	Alvaro-Thomas, Abby K.	S0050245		11000		9526		2,405.00
78049427	09/23/2020	A00201773	American Association of Comm	I0062936	090320	11000	110	5210	66003	6,576.00
78049428	09/23/2020	A00317376	Andrade, Rafael	I0062923	092220	11000	000	7211	00000	10.80
78049429	09/23/2020	A00306511	Andrade Arroyo, Andrea	S0050246		11000		9526		2.00
78049430	09/23/2020	A00200052	AP Architects	I0062943	11725	42350	000	5510	71003	15,614.58
78049431	09/23/2020	A00305826	Ayon, Delia M.	S0050247		11000		9526		2.00
78049432	09/23/2020	A00200064	B & B Surplus	I0062892	91011	12560	223	4311	09565	500.32
78049433	09/23/2020	A00312595	Bachman, Jon B.	S0050248		11000		9526		46.00
78049434	09/23/2020	A00286350	Baiza, Andrea J.	S0050249		11000		9526		230.00
78049435	09/23/2020	A00318601	Baker, Aubree J.	S0050250		11000		9526		324.00
78049436	09/23/2020	A00269574	Baker, Dionne L.	S0050251		11000		9526		184.00
78049437	09/23/2020	A00297553	Barbour, Ashley C.	S0050252		11000		9526		2.00
78049438	09/23/2020	A00282936	Barboza, Fernando	S0050253		11000		9526		500.00
78049439	09/23/2020	A00300114	Barnachia, Regan M.	S0050285		11000		9526		300.00
78049440	09/23/2020	A00211644	Barnes, Derek L.	S0050254		11000		9526		255.00
78049441	09/23/2020	A00304773	Barnes, Tesla D.	S0050255		11000		9526		198.00
78049442	09/23/2020	A00018340	Barnett, Rebecca D.	S0050256		11000		9526		324.00
78049443	09/23/2020	A00317730	Barragan, Miguel A.	S0050257		11000		9526		138.00
78049444	09/23/2020	A00279452	Barton, Breah A.	S0050258		11000		9526		278.00
78049445	09/23/2020	A00290343	Bauer, Amanda M.	I0062924	092220	11000	000	7211	00000	21.60

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049446	09/23/2020	A00272600	Beard Family Trust	I0062913	OCT 20	12560	223	5610	09565	3,500.00
78049447	09/23/2020	A00298578	Beltran, Angel A.	S0050286		11000		9526		598.00
78049448	09/23/2020	A00318133	Big Valley Asphalt	I0062974	20-1036	36000	433	6121	69500	36,100.00
78049449	09/23/2020	A00249850	Bottoms, Steven N.	S0050259		11000		9526		138.00
78049450	09/23/2020	A00200105	Brandco	I0062901	22977	11000	431	4310	65100	9.92
78049451	09/23/2020	A00200107	Bright House Networks	I0062955	091920	31000	423	5840	69100	134.97
78049452	09/23/2020	A00294977	Brown, Shantay M.	S0050260		11000		9526		138.00
78049453	09/23/2020	A00298242	Burell, Carson T.	S0050287		11000		9526		300.00
78049454	09/23/2020	A00292814	Bustamante, Fabian J.	S0050261		11000		9526		134.00
78049455	09/23/2020	A00261994	Butler, Kaelyn R.	S0050262		11000		9526		322.00
78049456	09/23/2020	A00319001	BYU Store	I0062971	INV19931	31000	423	4110	69100	3,598.50
78049457	09/23/2020	A00234659	Cahoon, Nathan E.	I0062918	082820	11000	209	5642	17016	48.00
				I0062960	091620	11000	209	4310	17016	100.31
78049458	09/23/2020	A00233959	California State University	I0062941	45266	11000	110	5210	66003	7,325.00
78049459	09/23/2020	A00307388	Casillas, Britney	S0050263		11000		9526		2.00
78049460	09/23/2020	A00294681	Cauley, Jasmine	S0050264		11000		9526		2.00
78049461	09/23/2020	A00200161	CDW-G	I0062946	ZZG3402	12725	421	6415	67900	505.44
78049462	09/23/2020	A00318448	Cervantes, Oscar	S0050265		11000		9526		138.00
78049463	09/23/2020	A00054110	Christensen, Kelli J.	S0050266		11000		9526		138.00
78049464	09/23/2020	A00300282	Cisneros, Yasmin	S0050288		11000		9526		300.00
78049465	09/23/2020	A00200181	City of Taft	I0062968	100120	11000	431	5850	65700	1,878.53
						11000	431	5850	65500	38.34
78049466	09/23/2020	A00313641	Clark, Katie	S0050267		11000		9526		6,000.00
78049467	09/23/2020	A00279603	Clendenen, Chad M.	S0050268		11000		9526		182.00
78049468	09/23/2020	A00313072	Colombo Construction Co., In	I0062970	PAY REQ	43100	000	6211	71003	506,838.52
78049469	09/23/2020	A00285161	Contreras Salgado, Teresa	S0050269		11000		9526		2.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049470	09/23/2020	A00305225	Corona Martinez, Jasmin	S0050270		11000		9526		10.00
78049471	09/23/2020	A00308107	Corral, Rosa J.	S0050271		11000		9526		2.00
78049472	09/23/2020	A00306802	Cox, Hannah P.	S0050272		11000		9526		2.00
78049473	09/23/2020	A00297409	Cox, Katie E.	S0049850		11000		9526		322.00
78049474	09/23/2020	A00302543	Darby Dental Supply, LLC	I0062938	1585248	12652	205	4311	12042	527.84
78049475	09/23/2020	A00269831	Davis, Bradley A.	S0050273		11000		9526		69.00
78049476	09/23/2020	A00298908	Day, Keegan T.	S0050274		11000		9526		134.00
78049477	09/23/2020	A00293913	De Los Garzas, Adrianna C.	S0050275		11000		9526		2.00
78049478	09/23/2020	A00290985	Deol, Rajneet K.	S0050276		11000		9526		92.00
78049479	09/23/2020	A00305994	Detloff, Aidan A.	S0050277		11000		9526		184.00
78049480	09/23/2020	A00200243	Dick Blick	I0062932	4328698	31000	423	4310	69100	1,079.41
78049481	09/23/2020	A00298303	Dojcinovski, Sergej	S0050278		11000		9526		230.00
78049482	09/23/2020	A00316316	Edgeworth, Hayden C.	S0050279		11000		9526		138.00
78049483	09/23/2020	A00307047	Escandon, Unique N.	S0050280		11000		9526		2.00
78049484	09/23/2020	A00308098	Espinoza, Elijah J.	S0050281		11000		9526		2.00
78049485	09/23/2020	A00312907	Figueroa, Jose	S0050289		11000		9526		300.00
78049486	09/23/2020	A00303762	Figueroa, Marline	S0050290		11000		9526		300.00
78049487	09/23/2020	A00298232	Figueroa, Moises A.	S0050291		11000		9526		300.00
78049488	09/23/2020	A00305527	Flores, Julisa I.	S0050282		11000		9526		2.00
78049489	09/23/2020	A00306794	Flores Robles, Stephanie	S0050173		11000		9526		138.00
78049490	09/23/2020	A00283264	Frontier California Inc.	I0062908	57030907	11000	431	5840	65700	146.69
78049491	09/23/2020	A00283264	Frontier California Inc.	I0062953	57340910	11000	431	5840	65700	47.00
78049492	09/23/2020	A00317300	Fuentes, Steven A.	S0050174		11000		9526		2.00
78049493	09/23/2020	A00305762	Galvan, Desiree A.	S0050175		11000		9526		2.00
78049494	09/23/2020	A00317357	Garcia, Amber M.	I0062925	092220	11000	000	7211	00000	10.80
78049495	09/23/2020	A00310088	Garcia Cruz, Juliet	S0050176		11000		9526		2.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049496	09/23/2020	A00303172	Garcia Valdez, Efrain	S0050177		11000		9526		2.00
78049497	09/23/2020	A00241323	Gazali, Suhail M.	S0050178		11000		9526		2.00
78049498	09/23/2020	A00202266	Gomez, Sergio	I0062926	092220	11000	000	7211	00000	10.80
78049499	09/23/2020	A00298696	Gonzales, Chrystal M.	S0050179		11000		9526		2.00
78049500	09/23/2020	A00305605	Gonzalez, Guadalupe	S0050180		11000		9526		2.00
78049501	09/23/2020	A00294520	Gonzalez, Perla C.	S0050181		11000		9526		2.00
78049502	09/23/2020	A00307017	Green, Christopher	S0050182		11000		9526		2.00
78049503	09/23/2020	A00312275	Groveman, Susan D.	I0062927	092220	11000	000	7211	00000	20.80
78049504	09/23/2020	A00256138	Guilin, Brenda G.	S0050183		11000		9526		2.00
78049505	09/23/2020	A00298229	Gutierrez Cuevas, Ivonne J.	S0050292		11000		9526		300.00
78049506	09/23/2020	A00308483	Hamblin, Coletin W.	S0050293		11000		9526		300.00
78049507	09/23/2020	A00294395	Harris, Destiny M.	S0050184		11000		9526		2.00
78049508	09/23/2020	A00272459	Haswell, Dawn M.	S0050185		11000		9526		2.00
78049509	09/23/2020	A00200655	Henry Schein, Inc.	I0062911	82275444	12651	205	4311	12042	220.44
				I0062912	82202214	12651	205	4311	12042	1,467.61
				I0062919	81661274	12651	205	4311	12042	539.61
				I0062920	81660712	11000	205	4311	12042	1,263.63
78049510	09/23/2020	A00304210	Hernandez, Laura	S0050186		11000		9526		2.00
78049511	09/23/2020	A00311542	Hernandez Lara, Jasmine	S0050187		11000		9526		2.00
78049512	09/23/2020	A00268809	Hill, Regina K.	S0050188		11000		9526		2.00
78049513	09/23/2020	A00318340	Honea, Justin K.	S0050189		11000		9526		138.00
78049514	09/23/2020	A00316551	Hoyt, Candace N.	S0050190		11000		9526		11,038.00
78049515	09/23/2020	A00300104	Huckins, Hannah R.	S0050294		11000		9526		300.00
78049516	09/23/2020	A00298240	Huerta Arechiga, Maria L.	S0050295		11000		9526		300.00
78049517	09/23/2020	A00290727	Huizar, Elizabeth	S0050296		11000		9526		2.00
78049518	09/23/2020	A00224086	inContact, Inc.	I0062906	6645561	11000	431	5840	65100	178.88

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

					11000	431	5840	65700	1,447.33	
78049519	09/23/2020	A00244581	Independent Fire and Safety,	I0062900	47368	33428	310	5632	69200	41.84
						33528	310	5632	69200	41.83
						33588	310	5632	69200	41.83
78049520	09/23/2020	A00302945	Jackson, Brett R.	S0050191		11000		9526		184.00
78049521	09/23/2020	A00298142	Johansen, Bree L.	S0050192		11000		9526		674.37
78049522	09/23/2020	A00307015	Juarez, Ramiro	S0050193		11000		9526		8.00
78049523	09/23/2020	A00300338	Kates, Quentin E.	S0050297		11000		9526		2.00
78049524	09/23/2020	A00306030	Kaur, Kuljeet	S0050283		11000		9526		2.00
78049525	09/23/2020	A00200715	Kern Electric Distributors	I0062956	580644	11000	431	4310	65100	26.38
				I0062959	580577	11000	431	4310	65100	90.22
78049526	09/23/2020	A00200806	Kern Gardening Service	I0062905	31197	12560	223	5633	09565	200.00
78049527	09/23/2020	A00317672	Lalonde, Garrett S.	S0050194		11000		9526		138.00
78049528	09/23/2020	A00298444	Lane, Jordyn R.	S0050195		11000		9526		2.00
78049529	09/23/2020	A00314390	Leaf, Courtney A.	S0050298		11000		9526		300.00
78049530	09/23/2020	A00307629	Leal Ruiz, Efrain	S0050196		11000		9526		52.00
78049531	09/23/2020	A00317674	Lee, Salman B.	I0062914	082720	31000	423	5985	69100	20.00
78049532	09/23/2020	A00271070	Leos, Fernando M.	S0050197		11000		9526		136.00
78049533	09/23/2020	A00271523	Logical Operations, Inc.	I0062972	0139333	31000	423	4110	69100	298.13
						31000	423	5940	69100	28.12
78049534	09/23/2020	A00297614	Lopez, Gabriel A.	S0050198		11000		9526		2.00
78049535	09/23/2020	A00318656	Lopez, Keli M.	S0050199		11000		9526		138.00
78049536	09/23/2020	A00288062	Lucas, Martha E.	S0050200		11000		9526		828.00
78049537	09/23/2020	A00292805	Maldonado, Ana R.	S0050201		11000		9526		134.00
78049538	09/23/2020	A00288522	Mansfield, Taylor	S0050202		11000		9526		2.00
78049539	09/23/2020	A00312591	Marcicano, Alma P.	S0050203		11000		9526		136.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049540	09/23/2020	A00296444	Markiewitz, Breanna	S0050204		11000		9526		690.00
78049541	09/23/2020	A00228308	Martinez, Miriam	S0050205		11000		9526		2.00
78049542	09/23/2020	A00287708	Martinez, Nicole R.	S0050206		11000		9526		2.00
78049543	09/23/2020	A00298217	McCord, Alexis A.	S0050299		11000		9526		300.00
78049544	09/23/2020	A00313636	Mcghee, Deyja A.	S0050208		11000		9526		138.00
78049545	09/23/2020	A00036693	McMillin, Shiloh E.	S0050207		11000		9526		2.00
78049546	09/23/2020	A00315414	Medina, Lizeth S.	S0050300		11000		9526		300.00
78049547	09/23/2020	A00313283	Mendez, Norma C.	S0050209		11000		9526		2.00
78049548	09/23/2020	A00315000	Mendoza, Remijio	S0050210		11000		9526		140.00
78049549	09/23/2020	A00311817	Michel, Natalie V.	S0050301		11000		9526		300.00
78049550	09/23/2020	A00307557	Mireles, Isaias	S0050211		11000		9526		2.00
78049551	09/23/2020	A00304250	Mizener, Rylee J.	S0050302		11000		9526		300.00
78049552	09/23/2020	A00295199	Montes, Ana J.	S0050212		11000		9526		2.00
78049553	09/23/2020	A00274523	Morales, Jocelyn	I0062915	071720	11000	411	5980	67300	125.00
78049554	09/23/2020	A00315717	Morales, Christina L.	S0050213		11000		9526		136.00
78049555	09/23/2020	A00289583	Moreno, Joanna	S0050214		11000		9526		138.00
78049556	09/23/2020	A00201604	Morgan, Tiffanie T.	S0050215		11000		9526		2.00
78049557	09/23/2020	A00241345	Morrison, Mishia C.	S0050216		11000		9526		184.00
78049558	09/23/2020	A00230005	Morse, Rachel E.	S0050217		11000		9526		2.00
78049559	09/23/2020	A00305116	Mossman, Hannah R.	S0050218		11000		9526		2.00
78049560	09/23/2020	A00298599	Murphy, Alexandra H.	S0050219		11000		9526		996.00
78049561	09/23/2020	A00201811	Newlove, Olga A.	I0062928	092220	11000	000	7211	00000	10.80
78049562	09/23/2020	A00304857	Nguyen, Colby E.	S0050220		11000		9526		2.00
78049563	09/23/2020	A00251259	Nichols, Jennifer D.	S0050221		11000		9526		2.00
78049564	09/23/2020	A00305333	Nunez, Kimberly D.	S0050222		11000		9526		140.00
78049565	09/23/2020	A00302526	Nunez, Maira A.	S0050223		11000		9526		320.00

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049566	09/23/2020	A00200498	Office Depot	I0062895	11781259	11000	210	4313	21056	70.56	
				I0062896	11785073	11000	209	4310	04014	57.01	
				I0062897	11890854	11000	209	4311	19050	69.84	
				I0062902	12122380	11000	205	4310	12042	80.21	
				I0062903	12119680	11000	205	4310	12042	517.91	
78049566	09/23/2020	A00200498	Office Depot	I0062909	11911172	11000	209	4310	19051	101.20	
				I0062969	11644901	31000	423	4310	69100	56.16	
78049567	09/23/2020	A00295793	Ortiz, Verania D.	S0050224		11000		9526		2.00	
78049568	09/23/2020	A00200508	P. G. & E.	I0062964	091420	11000	431	5830	65700	12,261.07	
							39000	314	5830	64991	4,229.00
							33428	310	5830	69200	2,692.50
							33528	310	5830	69200	2,692.50
							33588	310	5830	69200	2,692.50
78049569	09/23/2020	A00305618	Pantoja, Stephanie	S0050225		11000		9526		2.00	
78049570	09/23/2020	A00300359	Pascasio, Edwin J.	S0050226		11000		9526		2.00	
78049571	09/23/2020	A00318539	Paycor, Inc.	I0062929	INV00029	12571	411	5985	67300	333.00	
78049572	09/23/2020	A00280965	Pena, Andres	S0050227		11000		9526		782.00	
78049573	09/23/2020	A00200521	Pens Etc.	I0062933	460103-0	31000	423	4310	69100	1,481.40	
							31000	423	5940	69100	24.18
78049574	09/23/2020	A00303747	Penuelas, Jesus I.	S0050303		11000		9526		300.00	
78049575	09/23/2020	A00318370	Perez, Yvette	S0050228		11000		9526		2.00	
78049576	09/23/2020	A00304105	Peters, Mark A.	S0050229		11000		9526		138.00	
78049577	09/23/2020	A00200536	Praxair Distribution, Inc.	I0062916	98023993	12560	223	4311	09565	230.36	
78049578	09/23/2020	A00317367	Quadient Leasing USA, Inc.	I0062945	N8473453	11000	411	5950	67300	988.56	
78049579	09/23/2020	A00243608	Ramirez, Melissa	S0050230		11000		9526		2.00	
78049580	09/23/2020	A00295054	Ramirez Araunjo, Briana	S0050231		11000		9526		2.00	

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

78049581	09/23/2020	A00285844	Ray, Nicolas A.	S0050232		11000		9526		138.00
78049582	09/23/2020	A00085924	Reynolds, Joy N.	I0062942	091520	11000	209	5642	17010	119.88
78049583	09/23/2020	A00307891	Rico, Jose A.	S0050233		11000		9526		2.00
78049584	09/23/2020	A00248940	Rivera, Megan M.	S0050234		11000		9526		136.00
78049585	09/23/2020	A00234544	Rocha, Ellison M.	S0050235		11000		9526		138.00
78049586	09/23/2020	A00248119	Rolls, Mersadies M.	S0050236		11000		9526		2.00
78049587	09/23/2020	A00297888	Rosales, Lorena	S0050136		11000		9526		2.00
78049588	09/23/2020	A00281771	Saindon, John Paul R.	S0050137		11000		9526		460.00
78049589	09/23/2020	A00309629	Salazar Madera, Nicole A.	S0050138		11000		9526		2.00
78049590	09/23/2020	A00305581	Salmorán, Jhonathan	S0050139		11000		9526		2.00
78049591	09/23/2020	A00306645	Schmidt, Natalie P.	S0050140		11000		9526		140.00
78049592	09/23/2020	A00304175	Scott, Shannon E.	S0050141		11000		9526		2.00
78049593	09/23/2020	A00298231	Sebastian, Carmen L.	S0050304		11000		9526		300.00
78049594	09/23/2020	A00200481	Sehi Computer Products	I0062962	I0020523	12573	353	6415	64600	7,353.73
				I0062973	I0020573	12725	421	6415	67900	51,476.08
78049595	09/23/2020	A00298236	Silva Almanza, Acsiris L.	S0050305		11000		9526		300.00
78049596	09/23/2020	A00298861	Soto, Sarenah	S0050142		11000		9526		136.00
78049597	09/23/2020	A00289796	Sparling, Alexis A.	S0050143		11000		9526		2.00
78049598	09/23/2020	A00237176	SSD Systems	I0062934	R-002139	31000	423	5880	69100	59.34
				I0062947	R-002164	11000	113	5641	67801	647.85
						11000	205	5641	12042	75.00
78049599	09/23/2020	A00201787	Standard Insurance Company	I0062922	092220	11000	000	7211	00000	694.74
78049600	09/23/2020	A00201787	Standard Insurance Company	I0062954	SEP 20	11000	411	3410	67300	442.68
						11000	411	3420	67300	1,321.50
78049601	09/23/2020	A00318776	Stewart, Gina K.	S0050144		11000		9526		506.00
78049602	09/23/2020	A00200400	Stinson's	I0062930	958663-0	11000	120	4318	66002	147.87

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

Check Number	Date	Account	Vendor	Check #	Amount	Category	Sub-Category	Account	Balance			
					11000	120	4318	66002	344.27			
78049603	09/23/2020	A00211077	Strata Information Group	I0062921	36659	12569	353	5510	64600	8,670.00		
78049604	09/23/2020	A00200417	Sysco Food Service of Ventur	I0062948	27926369	32000	422	4410	69400	459.99		
						32000	422	4411	69400	137.88		
						32000	422	4411	69400	662.57		
						32000	422	5940	69400	3.71		
78049605	09/23/2020	A00200862	Taft College Bookstore	I0062949	5600	11000	421	4310	67200	8.41		
78049606	09/23/2020	A00200862	Taft College Bookstore	I0062950	9222	12740	421	5971	67900	36.47		
78049607	09/23/2020	A00200862	Taft College Bookstore	I0062951	7097	12745	421	4310	67900	3,080.76		
78049608	09/23/2020	A00200862	Taft College Bookstore	I0062952	4172	12740	421	5971	67900	249.23		
78049609	09/23/2020	A00200862	Taft College Bookstore	I0062958	9743	11000	431	4310	65100	129.74		
78049610	09/23/2020	A00200862	Taft College Bookstore	I0062967	5766	11000	223	4310	60103	72.48		
78049611	09/23/2020	A00200430	Taft Plaza, LLC	I0062937	OCT 20	31000	423	5611	69100	1,907.00		
78049612	09/23/2020	A00269813	Teasdale, Abigail C.	S0050145		11000		9526		434.00		
78049613	09/23/2020	A00256341	Terminix	I0062899	40002203	33428	310	5860	69200	50.00		
						33528	310	5860	69200	50.00		
						33588	310	5860	69200	50.00		
78049614	09/23/2020	A00317402	Torres, Anna M.	S0050146		11000		9526		140.00		
78049615	09/23/2020	A00312333	Torres, Ernesto L.	S0050147		11000		9526		138.00		
78049616	09/23/2020	A00289185	Torres, Obed A.	S0050148		11000		9526		138.00		
78049617	09/23/2020	A00293088	Tovar, Mireida	S0050149		11000		9526		2.00		
78049618	09/23/2020	A00200282	True Value Home Center	I0062910	432048	39000	314	4310	64991	60.02		
						I0062935	432664	32000	422	4411	69400	18.22
78049619	09/23/2020	A00267023	Trujillo Padilla, Maria E.	S0050306		11000		9526		138.00		
78049620	09/23/2020	A00297429	Tweedy-Petitt, Courtney	S0050150		11000		9526		10.00		
78049621	09/23/2020	A00255644	U.S. Bank Equipment Finance	I0062904	42380334	12560	223	5612	60103	242.52		

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

				11000	205	5612	12042	242.52		
				12201	203	5612	61200	242.52		
				12201	203	5612	61200	242.52		
				12201	203	5612	61200	242.52		
				11000	301	5612	64500	121.26		
				12000	318	5612	64800	121.26		
				11000	113	5612	67801	242.58		
				11000	431	5612	65100	242.52		
				33428	310	5612	69200	60.63		
				33528	310	5612	69200	60.63		
				33588	310	5612	69200	60.63		
				33591	310	5612	69200	60.63		
				11000	207	5612	49999	242.52		
				11000	202	5612	60100	242.52		
				11000	110	5612	66003	80.84		
				11000	202	5612	60100	80.84		
				11000	114	5612	66005	80.84		
				11000	202	5612	60100	242.52		
				11000	421	5612	67200	109.13		
				11000	401	5612	67200	24.25		
				11000	411	5612	67300	109.13		
				39000	314	5612	64991	242.52		
78049621	09/23/2020	A00255644	U.S. Bank Equipment Finance	I0062904	42380334	12551	353	5612	64600	60.63
						11000	301	5612	64500	60.63
						11000	302	5612	63100	60.63
						11000	358	5612	62100	60.63

Taft College Check Register Report

01-September-20 through 30-September-20

FY 20-21

Check Number	Date	Account Number	Description	Check Number	Month	Amount	Check Number	Amount	Check Number	Amount
						11000	421	5612	67200	242.52
						11000	401	5612	67200	242.52
						11000	401	5612	67200	242.52
						31000	423	5612	69100	242.52
						31000	423	5612	69100	153.14
						12495	319	5612	61900	55.58
78049622	09/23/2020	A00243587	United Healthcare Insurance	I0062939	OCT 20	11000	412	3350	59100	24,739.25
				I0062940	SEP 20	11000	412	3350	59100	24,448.20
78049623	09/23/2020	A00279239	Uriarte, Javier A.	S0050151		11000		9526		2.00
78049624	09/23/2020	A00298735	Uribe, Camila M.	S0050307		11000		9526		300.00
78049625	09/23/2020	A00000456	Uribe, Jose	I0062957	JUL 20	39000	314	5633	64991	190.00
78049626	09/23/2020	A00266450	USBank	I0062966	1639354	43000	000	7120	72100	1,494,849.75
78049627	09/23/2020	A00298903	Valdez, Stephanie M.	S0050152		11000		9526		138.00
78049628	09/23/2020	A00289798	Vasquez, Michelle D.	S0050153		11000		9526		2.00
78049629	09/23/2020	A00309586	Vazquez, James	S0050154		11000		9526		4.00
78049630	09/23/2020	A00305503	Vazquez, Jennifer A.	S0050155		11000		9526		2.00
78049631	09/23/2020	A00279871	Vazquez, Jose R.	S0050156		11000		9526		138.00
78049632	09/23/2020	A00308111	Vazquez, Oscar	S0050157		11000		9526		2.00
78049633	09/23/2020	A00297887	Vega, Estefani C.	S0050158		11000		9526		2.00
78049634	09/23/2020	A00065912	Velarde, Sarah	S0050159		11000		9526		1,061.00
78049635	09/23/2020	A00261577	Vendrell, Oliannie M.	S0050160		11000		9526		46.00
78049636	09/23/2020	A00317765	Villalba, Luis E.	S0050161		11000		9526		350.00
78049637	09/23/2020	A00268312	Villanueva, Michael J.	S0050162		11000		9526		2.00
78049638	09/23/2020	A00318050	Wachsmuth, Treven R.	S0050163		11000		9526		1,000.00
78049639	09/23/2020	A00203737	Waldon, Tona S.	S0050164		11000		9526		2.00
78049640	09/23/2020	A00284735	Watson, Robert E.	S0050165		11000		9526		134.00

Taft College Check Register Report				01-September-20 through 30-September-20					FY 20-21	
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78049641	09/23/2020	A00200355	West Kern Water District	I0062893	090820	33428	310	5810	69200	38.66
						33528	310	5810	69200	38.65
						33588	310	5810	69200	38.59
78049642	09/23/2020	A00200355	West Kern Water District	I0062894	091420	33428	310	5810	69200	29.92
						33528	310	5810	69200	29.92
						33588	310	5810	69200	29.88
78049643	09/23/2020	A00200355	West Kern Water District	I0062907	09/08/20	11000	431	5810	65700	387.46
						39000	314	5810	64991	79.36
78049644	09/23/2020	A00200355	West Kern Water District	I0062965	09/14/20	11000	431	5810	65700	148.92
						39000	314	5810	64991	30.50
78049645	09/23/2020	A00285802	Wilkerson, Amanda N.	S0050166		11000		9526		2.00
78049646	09/23/2020	A00313665	Williams, Isabella H.	S0050167		11000		9526		1,000.00
78049647	09/23/2020	A00286901	WinCraft, Incorporated	I0062931	992966	31000	423	4310	69100	692.33
						31000	423	5940	69100	25.25
78049648	09/23/2020	A00230653	Wisehart, Michael J.	S0050168		11000		9526		184.00
78049649	09/23/2020	A00258966	Witcher, Kacie E.	S0050169		11000		9526		138.00
78049650	09/23/2020	A00309889	Wobbe, Marley R.	S0050170		11000		9526		276.00
78049651	09/23/2020	A00278974	Zavala, Maria G.	S0050171		11000		9526		2.00
78049652	09/23/2020	A00300505	Zelanko, Dawn L.	S0050172		11000		9526		140.00
									=====	
									BANK TOTAL	4,197,263.42

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
ABAUER	09/03/2020	A00294733	West Kern Adult Education Ne	P0055174		09/03/2020	09/03/2020			\$832,637.00
		A00312691	TC State Financial Aid Clear	P0055173		09/03/2020	09/03/2020			\$722,811.00
	09/22/2020	A00200862	Taft College Bookstore	P0055260		09/16/2020	09/16/2020			\$8.41
				P0055259		09/16/2020	09/16/2020			\$3,080.76
				P0055261		09/16/2020	09/16/2020			\$2,681.25
	09/23/2020	A00200378	WKCCD Custodian Revolving Ca	P0055291		09/22/2020	09/22/2020			\$150.00
		A00252942	TC Federal Financial Aid Cle	P0055289		09/22/2020	09/22/2020			\$397.00

								TOTAL USER		\$1,561,765.42
AOMEGA	09/01/2020	A00200498	Office Depot	P0055151		08/31/2020	08/31/2020			\$80.22
				P0055152		08/31/2020	08/31/2020			\$517.91
		A00200655	Henry Schein, Inc.	P0055153		08/31/2020	08/31/2020			\$220.44
		A00302543	Darby Dental Supply, LLC	P0055155		09/01/2020	09/01/2020			\$527.84
		A00200536	Praxair Distribution, Inc.	P0055136		08/28/2020	08/28/2020			\$825.45
		A00302543	Darby Dental Supply, LLC	P0055137		08/28/2020	08/28/2020			\$773.48
	09/02/2020	A00200655	Henry Schein, Inc.	P0055143		08/31/2020	08/31/2020			\$1,467.60
	09/14/2020	A00202979	Health First Corporation	P0055187		09/08/2020	09/08/2020			\$497.37
		A00200498	Office Depot	P0055215		09/11/2020	09/11/2020			\$140.21
		A00200536	Praxair Distribution, Inc.	P0055209		09/10/2020	09/10/2020			\$471.64
		A00200655	Henry Schein, Inc.	P0055210		09/10/2020	09/10/2020			\$301.40
				P0055211		09/10/2020	09/10/2020			\$435.85
		A00201055	American Dental Education As	P0055212		09/11/2020	09/11/2020			\$851.00
09/20/2020	A00200655	Henry Schein, Inc.	P0055250		09/16/2020	09/16/2020			\$156.07	

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200862	Taft College Bookstore	P0055262	09/16/2020	09/16/2020				\$874.09
		A00302543	Darby Dental Supply, LLC	P0055249	09/16/2020	09/16/2020				\$102.55
	09/22/2020	A00200122	Calif. Dept. of Health	P0055253	09/16/2020	09/16/2020				\$1,142.00
		A00200393	Sparkletts	P0055286	09/22/2020	09/22/2020				\$95.46
	09/23/2020	A00200498	Office Depot	P0055285	09/22/2020	09/22/2020				\$56.34
		A00200655	Henry Schein, Inc.	P0055284	09/22/2020	09/22/2020				\$350.16
	09/28/2020	A00227931	Hershkowitz, Eric Randall.	P0055310	09/23/2020	09/23/2020				\$84.25
		A00200655	Henry Schein, Inc.	P0055293	09/22/2020	09/22/2020				\$49.75
		A00302543	Darby Dental Supply, LLC	P0055304	09/23/2020	09/23/2020				\$775.74
	09/29/2020	A00200655	Henry Schein, Inc.	P0055340	09/29/2020	09/29/2020				\$369.08
		A00200517	Peace Lutheran Church	P0055314	09/24/2020	09/24/2020				\$6,000.00
		A00200655	Henry Schein, Inc.	P0055296	09/23/2020	09/23/2020				\$1,886.63
	09/30/2020	A00200655	Henry Schein, Inc.	P0055373	09/30/2020	09/30/2020				\$355.82
				P0055376	09/30/2020	09/30/2020				\$106.55
				P0055380	09/30/2020	09/30/2020				\$593.80
		A00229200	Deluxe Corporation	P0055369	09/30/2020	09/30/2020				\$1,153.17

							TOTAL USER			\$21,261.87
DDURAN	09/01/2020	A00200053	Apple Computer Inc.	P0055127	08/26/2020	08/26/2020				\$2,877.52
		A00200161	CDW-G	P0055133	08/27/2020	08/27/2020				\$2,633.03
		A00200457	Rotary Club of Taft	P0055146	08/31/2020	08/31/2020				\$250.00
	09/08/2020	A00200146	Carolina Biological Supply C	P0055177	09/04/2020	09/04/2020				\$278.77
		A00200323	Flinn Scientific, Inc.	P0055178	09/04/2020	09/04/2020				\$36.46

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00200498	Office Depot	P0055181	09/08/2020	09/08/2020				\$65.89
		A00234283	ADInstruments, Inc.	P0055176	09/04/2020	09/04/2020				\$234.14
		A00249981	Zahourek Systems, Inc.	P0055179	09/04/2020	09/04/2020				\$200.87
	09/10/2020	A00201119	Design Science, Inc.	P0055201	09/09/2020	09/09/2020				\$280.00
	09/14/2020	A00200065	B & H Photo-Video, Inc.	P0055199	09/09/2020	09/09/2020				\$100.50
		A00222771	Academic Senate for Communit	P0055220	09/14/2020	09/14/2020				\$250.00
		A00234659	Cahoon, Nathan Earl.	P0055216	09/14/2020	09/14/2020				\$48.00
	09/16/2020	A00200498	Office Depot	P0055217	09/14/2020	09/14/2020				\$12.57
		A00200673	IBM	P0055219	09/14/2020	09/14/2020				\$12,737.20
		A00250001	Blake, Paul Anderson.	P0055236	09/15/2020	09/15/2020				\$600.00
		A00201773	American Association of Comm	P0055237	09/15/2020	09/15/2020				\$6,576.00
		A00233959	California State University	P0055248	09/16/2020	09/16/2020				\$7,325.00
	09/20/2020	A00085924	Reynolds, Joy N.	P0055245	09/15/2020	09/15/2020				\$119.88
		A00210320	Computerland	P0055267	09/17/2020	09/17/2020				\$225.00
		A00234659	Cahoon, Nathan Earl.	P0055256	09/16/2020	09/16/2020				\$101.00
	09/22/2020	A00234666	Sigma-Aldrich, Inc.	P0055290	09/22/2020	09/22/2020				\$500.00
		A00251929	Oja, Michelle Elizabeth.	P0055280	09/21/2020	09/21/2020				\$150.00
	09/23/2020	A00200498	Office Depot	P0055305	09/23/2020	09/23/2020				\$11.35
		A00202337	CCCECE Membership	P0055302	09/23/2020	09/23/2020				\$250.00
		A00307058	Minor, Leslie B.	P0055294	09/22/2020	09/22/2020				\$495.00
	09/28/2020	A00200053	Apple Computer Inc.	P0055306	09/23/2020	09/23/2020				\$95.45
	09/29/2020	A00200862	Taft College Bookstore	P0055334	09/29/2020	09/29/2020				\$43.30
				P0055335	09/29/2020	09/29/2020				\$869.32

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00319216	Digital Theatre (US) LLC	P0055319	09/28/2020	09/28/2020				\$1,750.00
		A00200656	Jacobi, Victoria J.	P0055324	09/28/2020	09/28/2020				\$275.00

							TOTAL USER			\$39,391.25
DHICKS	09/01/2020	A00200481	Sehi Computer Products	P0055134	08/27/2020	08/27/2020				\$7,353.73
	09/03/2020	A00200995	Educause	P0055171	09/02/2020	09/02/2020				\$77.00
	09/14/2020	A00200400	Stinson's	P0055189	09/08/2020	09/08/2020				\$492.13
	09/21/2020	A00200498	Office Depot	P0055254	09/16/2020	09/16/2020				\$94.34
	09/28/2020	A00200161	CDW-G	P0055307	09/23/2020	09/23/2020				\$2,126.63
	09/29/2020	A00266215	Monoprice Inc.	P0055341	09/29/2020	09/29/2020				\$20.20
		A00223048	AMS.NET	P0055258	09/16/2020	09/16/2020				\$1,944.00

							TOTAL USER			\$12,108.03
DRIOS	09/21/2020	A00300405	Markovits, Aaron	P0055227	09/14/2020	09/14/2020				\$14.95
	09/29/2020	A00200508	P. G. & E.	P0055313	09/24/2020	09/24/2020				\$1,500.00

							TOTAL USER			\$1,514.95
DVOHNOUT	09/14/2020	A00200481	Sehi Computer Products	P0055172	09/03/2020	09/03/2020				\$51,501.45

							TOTAL USER			\$51,501.45
GDUNHAM	09/16/2020	A00200282	True Value Home Center	P0055231	09/14/2020	09/14/2020				\$107.25

							TOTAL USER			\$107.25

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
HCASH	09/20/2020	A00287184	Taibjee, Sukena Fidaali.	P0055251	09/16/2020	09/16/2020				\$53.14
	09/22/2020	A00200862	Taft College Bookstore	P0055198	09/03/2020	09/03/2020				\$6,374.11
	09/28/2020	A00200498	Office Depot	P0055121	08/26/2020	09/04/2020				\$227.87
		A00259111	SurveyMonkey.com, LLC	P0055322	09/28/2020	09/28/2020				\$384.00

							TOTAL USER			\$7,039.12
JEDMAISTON	09/15/2020	A00306660	Advanced Data Storage, Inc.	P0055225	09/14/2020	09/14/2020				\$34.50
	09/23/2020	A00200498	Office Depot	P0055239	09/15/2020	09/15/2020				\$67.37

							TOTAL USER			\$101.87
JMADDING	09/01/2020	A00221118	Community College Facility C	P0055145	08/31/2020	08/31/2020				\$659.00
		A00200308	Federal Express Corporation	P0055144	08/31/2020	08/31/2020				\$46.56
	09/03/2020	A00200043	American Express	P0055167	09/02/2020	09/02/2020				\$2,414.62
		A00285820	O'Connor Construction Manage	P0055166	09/02/2020	09/02/2020				\$160.00
	09/09/2020	A00200862	Taft College Bookstore	P0055190	09/09/2020	09/09/2020				\$3,873.20
	09/15/2020	A00200112	BSK & Associates, Inc.	P0055218	09/14/2020	09/14/2020				\$2,334.07
	09/16/2020	A00200052	AP Architects	P0055221	09/14/2020	09/14/2020				\$15,614.58
		A00200498	Office Depot	P0055241	09/15/2020	09/15/2020				\$69.45
		A00220442	Serban Sound & Communication	P0055222	09/14/2020	09/14/2020				\$94,915.88
		A00200222	Daily Midway Driller	P0055255	09/16/2020	09/16/2020				\$289.00
	A00200161	CDW-G	P0055247	09/16/2020	09/16/2020				\$1,576.78	
09/22/2020	A00200069	Bakersfield Californian	P0055268	09/17/2020	09/17/2020				\$274.43	
	A00285820	O'Connor Construction Manage	P0055282	09/22/2020	09/22/2020				\$880.00	

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	09/23/2020	A00313072	Colombo Construction Co., In	P0055257	09/16/2020	09/16/2020				\$506,838.52
		A00270674	Public Agency Law Group	P0055287	09/22/2020	09/22/2020				\$5,046.10
	09/26/2020	A00200862	Taft College Bookstore	P0055223	09/14/2020	09/14/2020				\$53,844.08
	09/29/2020	A00200308	Federal Express Corporation	P0055318	09/28/2020	09/28/2020				\$26.17
		A00285820	O'Connor Construction Manage	P0055317	09/28/2020	09/28/2020				\$2,800.00

							TOTAL USER			\$691,662.44
JROTHGEB	09/03/2020	A00200862	Taft College Bookstore	P0055170	09/02/2020	09/02/2020				\$645.49
	09/15/2020	A00200064	B & B Surplus	P0055182	09/08/2020	09/08/2020				\$500.33
		A00200536	Praxair Distribution, Inc.	P0055129	08/26/2020	08/26/2020				\$230.37
				P0055154	09/01/2020	09/01/2020				\$121.50
	09/16/2020	A00200498	Office Depot	P0055200	09/09/2020	09/09/2020				\$48.78
	09/22/2020	A00200862	Taft College Bookstore	P0055275	09/21/2020	09/21/2020				\$72.48
	09/23/2020	A00200282	True Value Home Center	P0055252	09/16/2020	09/16/2020				\$27.85
				P0055279	09/21/2020	09/21/2020				\$9.68
		A00200862	Taft College Bookstore	P0055274	09/21/2020	09/21/2020				\$36.47
	09/24/2020	A00319152	Adorama Inc.	P0055270	09/17/2020	09/17/2020				\$1,616.37
	09/30/2020	A00200536	Praxair Distribution, Inc.	P0055382	09/30/2020	09/30/2020				\$815.68

							TOTAL USER			\$4,125.00
KALLIKAS	09/08/2020	A00303443	CampusLogic, Inc.	P0055169	09/02/2020	09/02/2020				\$27,000.00
	09/23/2020	A00200498	Office Depot	P0055266	09/16/2020	09/16/2020				\$243.81
	09/28/2020	A00202343	CCN Financial Services Inc.	P0055303	09/23/2020	09/23/2020				\$2,051.87

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
							TOTAL USER			\$29,295.68
KEHELMS	09/02/2020	A00307514	Great River Learning	P0055148	08/31/2020	08/31/2020				\$2,940.00
		A00200016	4Imprint	P0055149	08/31/2020	08/31/2020				\$933.05
		A00200119	C.A. Reding Company, Inc.	P0055160	09/01/2020	09/01/2020				\$5.02
		A00252523	Oak Hall Cap and Gown	P0055158	09/01/2020	09/01/2020				\$48.83
		A00271043	SDC Publications	P0055150	08/31/2020	08/31/2020				\$800.00
		A00312920	Vital Source	P0055159	09/01/2020	09/01/2020				\$307.63
	09/08/2020	A00200143	Carlson, Kamala A.	P0055161	09/01/2020	09/01/2020				\$2,850.00
		A00203431	Grimes, Jessica R.	P0055162	09/01/2020	09/01/2020				\$600.00
		A00304231	Higher Education Services, I	P0055163	09/01/2020	09/01/2020				\$583.00
	09/09/2020	A00213701	MCM Group	P0055191	09/09/2020	09/09/2020				\$476.22
		A00200119	C.A. Reding Company, Inc.	P0055194	09/09/2020	09/09/2020				\$10.88
		A00200498	Office Depot	P0055192	09/09/2020	09/09/2020				\$206.14
		A00200522	Pepsi-Cola Company	P0055196	09/09/2020	09/09/2020				\$288.53
		A00234628	MPS	P0055193	09/09/2020	09/09/2020				\$4,177.00
		A00275443	WestAir Gases & Equipment In	P0055195	09/09/2020	09/09/2020				\$24.64
	09/16/2020	A00200243	Dick Blick	P0055214	09/11/2020	09/11/2020				\$1,079.41
		A00286901	WinCraft, Incorporated	P0055213	09/11/2020	09/11/2020				\$717.58
		A00200521	Pens Etc.	P0055240	09/15/2020	09/15/2020				\$1,505.58
	09/23/2020	A00200498	Office Depot	P0055242	09/15/2020	09/15/2020				\$56.16
				P0055243	09/15/2020	09/15/2020				\$1,200.00
		A00271523	Logical Operations, Inc.	P0055271	09/18/2020	09/18/2020				\$326.25

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00319010	XanEdu Publishing, Inc.	P0055272	09/18/2020	09/18/2020				\$259.92
		A00200119	C.A. Reding Company, Inc.	P0055288	09/22/2020	09/22/2020				\$2,700.00
		A00319001	BYU Store	P0055273	09/21/2020	09/21/2020				\$3,598.50
	09/28/2020	A00200518	Pearson Education	P0055323	09/28/2020	09/28/2020				\$71,000.00
		A00200016	4Imprint	P0055311	09/24/2020	09/24/2020				\$6,000.00
		A00200181	City of Taft	P0055312	09/24/2020	09/24/2020				\$585.00
	09/30/2020	A00002482	May, James Patrick.	P0055357	09/30/2020	09/30/2020				\$1,000.00
		A00018310	Reynolds, David S.	P0055358	09/30/2020	09/30/2020				\$2,000.00
		A00200079	Bar Charts, Inc.	P0055351	09/30/2020	09/30/2020				\$430.00
		A00200127	California Dept. of Education	P0055356	09/30/2020	09/30/2020				\$3,150.00
		A00200143	Carlson, Kamala A.	P0055352	09/30/2020	09/30/2020				\$5,000.00
		A00200243	Dick Blick	P0055365	09/30/2020	09/30/2020				\$6,000.00
		A00200298	Elsevier Health Science	P0055367	09/30/2020	09/30/2020				\$2,300.00
		A00200434	Teacher's College Press	P0055402	09/30/2020	09/30/2020				\$1,200.00
		A00200521	Pens Etc.	P0055391	09/30/2020	09/30/2020				\$7,200.00
		A00200522	Pepsi-Cola Company	P0055364	09/30/2020	09/30/2020				\$500.00
		A00200555	McGraw-Hill	P0055395	09/30/2020	09/30/2020				\$20,400.00
		A00200693	John Wiley & Sons, Inc.	P0055385	09/30/2020	09/30/2020				\$1,600.00
		A00201045	Golling, Greg P.	P0055354	09/30/2020	09/30/2020				\$1,000.00
		A00201549	Harper Collins Publishers	P0055370	09/30/2020	09/30/2020				\$1,600.00
		A00201685	Cengage Learning	P0055355	09/30/2020	09/30/2020				\$51,500.00
		A00203431	Grimes, Jessica R.	P0055353	09/30/2020	09/30/2020				\$3,000.00
		A00210209	ULINE	P0055403	09/30/2020	09/30/2020				\$2,008.75

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00210330	Redleaf Press	P0055397	09/30/2020	09/30/2020				\$1,100.00
		A00213701	MCM Group	P0055387	09/30/2020	09/30/2020				\$2,150.00
		A00218940	Roaring Spring Paper Product	P0055399	09/30/2020	09/30/2020				\$3,000.00
		A00219472	Arbor Crest Publishing	P0055350	09/30/2020	09/30/2020				\$6,800.00
		A00227772	MBS Textbook Exchange, Inc.	P0055386	09/30/2020	09/30/2020				\$68,000.00
		A00234628	MPS	P0055398	09/30/2020	09/30/2020				\$8,400.00
		A00234793	Southwest Signs	P0055389	09/30/2020	09/30/2020				\$4,000.00
		A00238004	Paymetric, Inc.	P0055363	09/30/2020	09/30/2020				\$1,500.00
		A00238748	RR Donnelley	P0055400	09/30/2020	09/30/2020				\$1,200.00
		A00242940	ICM Distributing Company, In	P0055374	09/30/2020	09/30/2020				\$550.00
		A00252523	Oak Hall Cap and Gown	P0055390	09/30/2020	09/30/2020				\$15,400.00
		A00253920	Mancomm, Inc.	P0055388	09/30/2020	09/30/2020				\$3,800.00
		A00255612	Simon & Schuster, Inc.	P0055401	09/30/2020	09/30/2020				\$1,100.00
		A00258702	Martinson, Larry	P0055392	09/30/2020	09/30/2020				\$4,300.00
		A00258703	College House	P0055360	09/30/2020	09/30/2020				\$5,000.00
		A00258705	El Dorado Trading Group	P0055366	09/30/2020	09/30/2020				\$6,000.00
		A00271523	Logical Operations, Inc.	P0055394	09/30/2020	09/30/2020				\$1,100.00
		A00274574	Penguin Random House LLC	P0055396	09/30/2020	09/30/2020				\$5,000.00
		A00279155	Jones & Bartlett Learning, L	P0055393	09/30/2020	09/30/2020				\$3,200.00
		A00292869	Colorado Nut Company, Inc.	P0055361	09/30/2020	09/30/2020				\$1,000.00
		A00300497	Content Distributors	P0055362	09/30/2020	09/30/2020				\$3,000.00
		A00304876	Ingram Book Group LLC	P0055377	09/30/2020	09/30/2020				\$7,050.00
		A00307514	Great River Learning	P0055368	09/30/2020	09/30/2020				\$25,300.00

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00312920	Vital Source	P0055359	09/30/2020	09/30/2020				\$10,000.00

							TOTAL USER			\$401,118.09
MBLANCO	09/01/2020	A00200235	Cutrona, Myisha J.	P0055131	08/26/2020	08/26/2020				\$5,000.00
		A00318857	KBFX-CD	P0055130	08/26/2020	08/26/2020				\$2,000.00
	09/03/2020	A00200862	Taft College Bookstore	P0055165	09/02/2020	09/02/2020				\$64.33
		A00200816	Rydin Decal	P0055113	08/25/2020	08/25/2020				\$782.93
	09/22/2020	A00200037	Allstate Sign & Plaque	P0055265	09/16/2020	09/16/2020				\$938.90
	09/23/2020	A00200014	3C4A	P0055235	09/14/2020	09/14/2020				\$125.00
		A00200393	Sparkletts	P0055232	09/14/2020	09/14/2020				\$32.97
		A00200498	Office Depot	P0055197	09/09/2020	09/09/2020				\$1,351.27
	09/24/2020	A00200037	Allstate Sign & Plaque	P0055230	09/14/2020	09/14/2020				\$1,010.30
	09/28/2020	A00247364	Teman Training and Consultin	P0055246	09/15/2020	09/15/2020				\$200.00

							TOTAL USER			\$11,505.70
MSILVEIRA	09/03/2020	A00201051	Central Sanitary Supply	P0055156	09/01/2020	09/01/2020				\$840.27
	09/29/2020	A00200498	Office Depot	P0055325	09/28/2020	10/02/2020				\$739.97

							TOTAL USER			\$1,580.24
MTOFTE	09/22/2020	A00200213	Council of Chief Librarians	P0055281	09/22/2020	09/22/2020				\$150.00

							TOTAL USER			\$150.00
MWHITE	09/01/2020	A00200017	A.P.I. Plumbing	P0055123	08/26/2020	08/26/2020				\$56.00

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

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	P0055124	08/26/2020	08/26/2020				\$1,641.10
		A00201057	Johnstone Supply	P0055116	08/25/2020	08/25/2020				\$1,876.88
		A00201122	Home Depot Credit Services	P0055122	08/26/2020	08/26/2020				\$586.19
	09/03/2020	A00200327	US Air Conditioning	P0055140	08/31/2020	08/31/2020				\$66.41
		A00200423	Taft City School District	P0055168	09/02/2020	09/02/2020				\$1,461.96
	09/09/2020	A00202335	Fastenal Industrial & Constr	P0055175	09/03/2020	09/03/2020				\$600.60
	09/16/2020	A00200105	Brandco	P0055224	09/14/2020	09/14/2020				\$150.00
		A00200862	Taft College Bookstore	P0055234	09/14/2020	09/14/2020				\$130.00
		A00203579	Alcorn Aire, Inc.	P0055244	09/15/2020	09/15/2020				\$1,078.04
	09/22/2020	A00201051	Central Sanitary Supply	P0055276	09/21/2020	09/21/2020				\$5,469.43
				P0055277	09/21/2020	09/21/2020				\$1,640.83
		A00265309	Daikin Applied	P0055283	09/22/2020	09/22/2020				\$294.94
	09/23/2020	A00200282	True Value Home Center	P0055228	09/14/2020	09/14/2020				\$601.28
		A00200017	A.P.I. Plumbing	P0055229	09/14/2020	09/14/2020				\$618.57
	09/28/2020	A00309285	The Home Depot Pro	P0055298	09/23/2020	09/23/2020				\$1,456.39
	09/29/2020	A00200352	Waxie Sanitary Supply	P0055326	09/28/2020	09/28/2020				\$1,907.30
		A00211453	Department of Industrial Rel	P0055321	09/28/2020	09/28/2020				\$225.00

							TOTAL USER		\$19,860.92	
NFIGUEROA	09/01/2020	A00292764	Serrano, Joseph	P0055141	08/31/2020	08/31/2020				\$306.00
		A00296431	Ward, Lynnsey Ann.	P0055142	08/31/2020	08/31/2020				\$184.00
	09/02/2020	A00312927	Yamazaki, Genta	P0055157	09/01/2020	09/01/2020				\$1,429.72
	09/09/2020	A00310049	Mazo, Mavi Alyssa.	P0055184	09/08/2020	09/08/2020				\$598.00

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
	09/22/2020	A00284757	Burroughs, Bruce Michael.	P0055264	09/16/2020	09/16/2020				\$49.70
		A00200272	Total Compensation Systems I	P0055263	09/16/2020	09/16/2020				\$2,970.00
	09/23/2020	A00095855	Cazares, Rosa M.	P0055295	09/23/2020	09/23/2020				\$130.83
	09/29/2020	A00200107	Bright House Networks	P0055331	09/28/2020	09/28/2020				\$189.96
				P0055332	09/28/2020	09/28/2020				\$75.61

							TOTAL USER			\$5,933.82
TROMANDIA	09/09/2020	A00200862	Taft College Bookstore	P0055185	09/08/2020	09/08/2020				\$201.10
	09/23/2020	A00200862	Taft College Bookstore	P0055186	09/08/2020	09/08/2020				\$82.53
	09/28/2020	A00200498	Office Depot	P0055316	09/24/2020	09/24/2020				\$669.43
				P0055315	09/24/2020	09/24/2020				\$122.22

							TOTAL USER			\$1,075.28
TROWDEN	09/01/2020	A00200481	Sehi Computer Products	P0055072	08/18/2020	08/18/2020				\$1,400.50
		A00250381	California Chamber of Commer	P0055025	08/12/2020	08/12/2020				\$374.00
		A00300396	del Rosario, Heather Renee.	P0055108	08/25/2020	08/25/2020				\$59.96
		A00306660	Advanced Data Storage, Inc.	P0055021	08/12/2020	08/12/2020				\$1,105.00
		A00311710	Society for Human Resource M	P0055020	08/12/2020	08/12/2020				\$219.00
		A00200238	Department of Justice	P0055106	08/25/2020	08/25/2020				\$384.00
	09/14/2020	A00201787	Standard Insurance Company	P0055202	09/10/2020	09/10/2020				\$694.74
	09/16/2020	A00201811	Newlove, Olga A.	P0055208	09/10/2020	09/10/2020				\$10.80
		A00202266	Gomez, Sergio	P0055206	09/10/2020	09/10/2020				\$10.80
		A00290343	Bauer, Amanda M.	P0055205	09/10/2020	09/10/2020				\$21.60

Taft College Purchase Order Activity Report 1-September-2020 through 30-September-2020

FY 20-21

USER ID	ACTIVITY DATE	VENDOR NUMBER	VENDOR NAME	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	REQ. DATE	PURCHASE ORDER AMOUNT	CL	C	A
		A00312275	Groveman, Susan D.	P0055207	09/10/2020	09/10/2020				\$20.80
		A00317376	Andrade, Rafael	P0055204	09/10/2020	09/10/2020				\$10.80
		A00317357	Garcia, Amber Marie.	P0055233	09/14/2020	09/14/2020				\$10.80
		A00317674	Lee, Salman B.	P0055238	09/15/2020	09/15/2020				\$20.00
	09/23/2020	A00015850	Berry, Wendy Jade.	P0055301	09/23/2020	09/23/2020				\$180.00
	09/28/2020	A00200238	Department of Justice	P0055292	09/22/2020	09/22/2020				\$113.00
	09/29/2020	A00200498	Office Depot	P0055278	09/21/2020	09/21/2020				\$300.00
	09/30/2020	A00304257	HigherEdJobs	P0055384	09/30/2020	09/30/2020				\$2,765.00

							TOTAL USER			\$7,700.80

**West Kern Community College District
Board of Trustees Meeting
October 14, 2020**

**Agenda Item 14.
A. Academic Employment**

1. Fall 2020 Adjuncts

Item	Name	Assignment	Step	Hourly Rate	Effective Date
a.	Dodson, Rebecca	Dental Hygiene Clinical Instructor Adjunct	Adjunct/1	\$62.07/hour	9/18/2020
b.	Lemmons, Christene	Dental Hygiene Clinical Instructor Adjunct	Adjunct/1	\$62.07/hour	1/25/2021

*Up to 108.33 hours/month

2. 2020 Extra Duty Assignments

Item	Name	Assignment	Step	Stipend/Salary	Effective Date
a.	Davis, Terry	CVC-OEI Extra Duty: Energy Technology	--	\$2,000 Stipend	9/21/20 - 12/31/20
↓	Narup, Nicholas	CVC-OEI Extra Duty: Energy Technology	--	\$2,000 Stipend	9/21/20 - 12/31/20
b.	Sutherland, Tammy	2020/21 College Concurrent Program Advisor	Adjunct/3	\$72.93/hr	9/10/2020

*Up to 43.33 hours/month.

**West Kern Community College District
Board of Trustees Meeting
October 14, 2020**

**Agenda Item 14.
B. Classified Employment**

1. Classified

Item	Name	Assignment	Range/ Step	FTE	Stipend/ Salary	Effective Date
a.	Brown, Chase	Interim Financial Aid Technician, Program Coordinator	22A	100%	\$21.80/hr	9/28/2020
b.	Jewell, Sara	Extra Duty-EOPS/CARE & CalWORKS Administrative Support	15A	A/N	\$18.34/hr	9/16/2020
c.	Torres, Marisol	Distance Education Aide I	15B	47.50%	\$19.26/hr	10/5/2020
d.	Wade, Meghan	Extra Duty- EOPS/CARE & CalWORKS Administrative Support	15A	A/N	\$18.34/hr	9/14/2020

2. Management

Item	Name	Assignment	Range/ Step	FTE	Stipend/ Salary	Effective Date
a.	Dodson, John	Interim TIL Education Facilitator	7/8	100%	\$71,318.00/yr	10/6/20 - 6/31/21

C. Resignations/Retirements

Item	Name	Position	Range/ Step	FTE	Stipend/ Salary	Effective Date
a.	Buchanan, Joseph	Adjunct Professor/Assistant Baseball Coach	--	--	--	9/25/20
b.	Chiaromonte, Michael	TIL Life Skills Aide	--	--	--	10/9/20
c.	Morales, Rebekah	Distance Education Aide	--	--	--	10/1/20
d.	Morales, Marty	Programmer II	--	--	--	10/6/20

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2020-2021
 FOR THE MONTH ENDING SEPTEMBER 30, 2020**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	21,216,280	21,216,280	8,443,348	0	12,772,932
8800	Local Revenues	8,117,179	8,117,179	1,292,542	0	6,824,637
Summary		29,333,459	29,333,459	9,735,890	0	19,597,569

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2020-2021
 For the Month Ending September 30, 2020**

Account Level	Account Level Description	Proposed Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	9,534,565	9,534,565	1,832,143	0	7,702,422
2000	Classified & Other Nonacademic Salaries	5,458,862	5,458,862	1,079,838	0	4,379,024
3000	Employee Benefits	8,485,784	8,485,784	1,613,650	374,248	6,497,886
4000	Supplies and Materials	505,745	505,745	49,970	89,883	365,891
5000	Other Operating Expenses & Services	4,789,678	4,789,678	465,818	2,036,014	2,287,846
6000	Capital Outlay	165,493	165,493	21,167	8,665	135,661
7000	Other Outgo	101,000	101,000	397	72,600	28,003
7200	Transfers	292,332	292,332	3,537	38	288,757
Summary		29,333,459	29,333,459	5,066,521	2,581,449	21,685,489

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of September 2020**

Check Number	Check Date	Vendor Name	Description	Net Amount
78049071	09/01/2020	AMS.NET	2020-2021 Cisco Flex Plan Subscription-Year 1 of 5	13,728.00
78049076	09/01/2020	Colombo Construction Co., Inc.	Colombo Construction - Student Center - Pay App 6	673,264.74
78049101	09/01/2020	Westec	WESTEC - 2020-21 Contract FTES	17,928.75
78049352	09/16/2020	CampusLogic, Inc.	Student Forms	27,000.00
78049367	09/16/2020	Henry Schein, Inc.	Quote#20200518154353373- DH - 75%	12,029.16
78049372	09/16/2020	John Karwoski	John Karwoski - student center open po	10,920.00
78049385	09/16/2020	P. G. & E.	PG&E - 20-21 - District	30,421.18
78049389	09/16/2020	Sehi Computer Products	Smart Buy ProBook 455 G7 Laptops (Fin. Aid)	50,950.55
78049401	09/16/2020	TC State Financial Aid Clearing Account	Draw 20-21 SSCG Allocation Local Bk- Bank Mobile	722,811.00
78049408	09/16/2020	West Kern Adult Education Network JPA	2020-21 AEBG Pass-through to WKEAN	69,387.00
78049408	09/16/2020	West Kern Adult Education Network JPA	2020-21 AEBG Pass-through to WKEAN	69,386.00
78049413	09/23/2020	AARP Health Care Options	2020-21 Retiree Health Sup Insurance	18,691.92
78049430	09/23/2020	AP Architects	AP Architects - Student Center - August 2020	15,614.58
78049448	09/23/2020	Big Valley Asphalt	Main Parking Lot reseal/restripe FY 20/21	36,100.00
78049468	09/23/2020	Colombo Construction Co., Inc.	Colombo Construction - Student Center - Pay App 7	506,838.52
78049514	09/23/2020	Candace Noel Hoyt	REFUND - Standard	11,038.00
78049568	09/23/2020	P. G. & E.	PG&E - 20-21 - District	24,567.57
78049594	09/23/2020	Sehi Computer Products	70 computers for student use Q00121846	51,476.08
78049622	09/23/2020	United Healthcare Insurance Company	2020-21 Retiree Health RX Sup Insurance	24,739.25
78049622	09/23/2020	United Healthcare Insurance Company	2020-21 Retiree Health RX Sup Insurance	24,448.20
78049626	09/23/2020	USBank	US Bank - COP Debt Service Payment - Oct 2020	1,494,849.75
				3,906,190.25

ASO 2020/21
Balance Sheet
As of August 31, 2020

August 31, 2020

ASSETS

Current Assets

Checking/Savings

ASO Safe 1	220,645.43
ASO Safe 1 - Savings	143.74

Total Checking/Savings	220,789.17
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Total Current Assets	220,789.17
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TOTAL ASSETS	220,789.17
---------------------	-------------------

LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above	1,692.00
Art Club	834.00
ASO Athletics	51,737.74
ASO General - Interest	10.30
ASO General - Bank Charges	0.00
ASO General - Operating	106,686.27
ASSE	385.43
Baseball Club	189.70
Best Buddies	3,797.51
Cougar Echo	773.50

D.H. GENERAL

D.H. CLASS OF 2021	949.74
D.H. CLASS OF 2020	288.34
D.H. GENERAL - Other	3,026.77

Total D.H. GENERAL	4,264.85
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ECE	3,518.99
Golf Club - Mens	1,365.00
Golf Club - Womens	1,121.25
Intersivity Club	1,748.37
Literary Club	1,831.53
NSLS Club	3,905.15
On Our Own	856.06
Performing Arts	3,402.62
Phi Theta Kappa	700.00
Roleplaying Game Club	745.42
Soccer Club - Mens	3,063.01
Soccer Club - Womens	3,035.40
Social Science/ Research	3,239.31
Softball Fund	658.75

ASO 2020/21
Balance Sheet
As of August 31, 2020

Spectrum	1,482.45
STEM	3,972.40
TC Cares	609.00
TIL Reunion	1,461.73
Uniform Replacement	9,098.34
Veterans Club	1,639.91
Women's Athletic Club	2,937.06
Women's Basketball Club	26.12
Total Restricted Funds	<u>220,789.17</u>
Total Equity	<u>220,789.17</u>
TOTAL LIABILITIES & EQUITY	<u><u>220,789.17</u></u>

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

USER NAME
 MIndy Jewell
 SUBMIT DATE
 Sep 02, 2020 10:59:45AM

PROCESS DATE
 NOT PROCESSED AT
 THIS TIME

DEPT NO.
 0886

EROD NO.
 530595

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$7,193.38

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$7,193.38	\$7,193.38

TOTAL DEPOSIT: \$7,193.38

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$7,193.38 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #210026

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

NOT PROCESSED

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 09/02/2020 To 09/02/2020
Transaction Number from: 210026 To 210026
Date entered from: 00/00/0000 To 99/99/9999

J32155 DC0100 L.00.01 09/02/20 PA

APPROVED AND UNAPPROVED TRANSACTIONS					
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210026	09/02/2020	09/02/2020	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	7,193.38
1.	78	BOOKSTORE SALES		31000-423-8841-69100	7,193.38
				TOTAL AMOUNT	7,193.38
				DISTRICT TOTAL	7,193.38
				GRAND TOTAL	7,193.38

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 02, 2020 11:01:02AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 530596

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 **\$8,082.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$8,082.00	\$8,082.00

TOTAL DEPOSIT: **\$8,082.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$8,082.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210027

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: 09/02/2020 To 09/02/2020
Transaction Number from: 210027 To 210027
Date entered from: 00/00/0000 To 99/99/9999

J32156 DC0100 L.00.01 09/02/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210027	09/02/2020	09/02/2020	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	8,082.00
				TOTAL AMOUNT	8,082.00
				DISTRICT TOTAL	8,082.00
				GRAND TOTAL	8,082.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 02, 2020 11:02:47AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 530599

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 \$55,195.73

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$48,946.98	\$48,946.98
RESTRICTED FUND	84097	0886	5490	\$6,000.00	\$6,000.00
CAFETERIA	84699	0886	5490	\$248.75	\$248.75

TOTAL DEPOSIT: \$55,195.73

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$55,195.73 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210028

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

J78 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 09/02/2020 To 09/02/2020
 Transaction Number from: 210028 To 210028
 Date entered from: 00/00/0000 To 99/99/9999

J32157 DC0100 L.00.01 09/02/20 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210028	09/02/2020	09/02/2020	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	592.98
2.	78	REIMBURSEMENT		11000-209-4310-49999	54.00
3.	78	REIMBURSEMENT		11000-000-8892-00000	7,300.00
4.	78	OPEB		11000-412-5990-73900	41,000.00
5.	78	REIMBURSEMENT		12652-205-8892-12042	6,000.00
6.	78	CAFETERIA SALES		32000-422-8841-69400	248.75
				TOTAL AMOUNT	55,195.73
				DISTRICT TOTAL	55,195.73
				GRAND TOTAL	55,195.73

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 16, 2020 01:06:15PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531420

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY **WEST KERN COMMUNITY COLLEGE DIST-GENERAL**
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$10,048.61**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$10,048.61	\$10,048.61

TOTAL DEPOSIT: **\$10,048.61**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$10,048.61 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210029

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: 09/16/2020 To 09/16/2020
Transaction Number from: 210029 To 210029
Date entered from: 00/00/0000 To 99/99/9999

J41469 DC0100 L.00.01 09/16/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210029	09/16/2020	09/16/2020	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	10,048.61
				TOTAL AMOUNT	10,048.61
				DISTRICT TOTAL	10,048.61
				GRAND TOTAL	10,048.61

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 16, 2020 01:07:26PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531421

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 **\$33,541.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$33,541.00	\$33,541.00

TOTAL DEPOSIT: **\$33,541.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$33,541.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #210030

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: 09/16/2020 To 09/16/2020
 Transaction Number from: 210030 To 210030
 Date entered from: 00/00/0000 To 99/99/9999

J41465 DC0100 L.00.01 09/16/20 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210030	09/16/2020	09/16/2020	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	33,541.00
				TOTAL AMOUNT	33,541.00
				DISTRICT TOTAL	33,541.00
				GRAND TOTAL	33,541.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 16, 2020 01:09:48PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531422

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 **\$68,337.44**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$2,692.35	\$2,692.35
RESTRICTED FUND	84097	0886	5490	\$46,372.54	\$46,372.54
CHILD DEVELOPMENT	84496	0886	5490	\$18,600.00	\$18,600.00
TIL	84697	0886	5490	\$87.30	\$87.30
CAFETERIA	84699	0886	5490	\$585.25	\$585.25

TOTAL DEPOSIT: **\$68,337.44**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$68,337.44 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210031

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: 09/16/2020 To 09/16/2020
Transaction Number from: 210031 To 210031
Date entered from: 00/00/0000 To 99/99/9999

J41466 DC0100 L.00.01 09/16/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210031	09/16/2020	09/16/2020	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	1,024.03
2.	78	REIMBURSEMENT		11000-000-7211-00000	128.82
3.	78	RETAINED FINANCIAL AID		11000-000-9526-00000	710.00
4.	78	TRANSCRIPT FEES		11000-000-8879-00000	829.50
5.	78	MAA		12375-310-8171-00000	4,274.51
6.	78	MAA		12375-314-8171-00000	4,274.51
7.	78	MAA		12375-205-8171-00000	4,274.51
8.	78	MAA		12375-301-8171-00000	4,274.51
9.	78	MAA		12375-401-8171-00000	2,137.25
10.	78	MAA		12375-110-8171-00000	2,137.25
11.	78	CAFETERIA SALES		32000-422-8841-69400	585.25
12.	78	CC EARLY HEAD START		33000-310-8890-69200	18,600.00
13.	78	TIL FACILITY RENTAL		39000-314-8896-64991	87.30
14.	78	GPAP GRANT		12639-301-8699-00000	25,000.00
				TOTAL AMOUNT	68,337.44
				DISTRICT TOTAL	68,337.44
				GRAND TOTAL	68,337.44

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 21, 2020 11:59:45AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531652

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 **\$1,451,500.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
COP FUND 43	84701	0886	5490	\$1,451,500.00	\$1,451,500.00

TOTAL DEPOSIT: **\$1,451,500.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$1,451,500.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #210032

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: 09/21/2020 To 09/21/2020
Transaction Number from: 210032 To 210032
Date entered from: 00/00/0000 To 99/99/9999

J43517 DC0100 L.00.01 09/21/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210032	09/21/2020	09/21/2020	WKCCD DEPOSIT		
1.	78	FACILITIES RESERVE		43000-000-8989-00000	
				ENTERED BY: MDJB UNAPPROVED	1,451,500.00
				TOTAL AMOUNT	1,451,500.00
				DISTRICT TOTAL	1,451,500.00
				GRAND TOTAL	1,451,500.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 23, 2020 10:41:10AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531829

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 **\$108,349.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
Q1 EPA APPORTIONMENT	84096	0886	5490	\$108,349.00	\$108,349.00

TOTAL DEPOSIT: **\$108,349.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$108,349.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210036

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: 09/23/2020 To 09/23/2020
 Transaction Number from: 210036 To 210036
 Date entered from: 00/00/0000 To 99/99/9999

J44926 DC0100 L.00.01 09/23/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210036	09/23/2020	09/23/2020	WKCCD DEPOSIT		
1.	78	Q1 EPA APPORTIONMENT		11005-000-8616-00000	
				ENTERED BY: MDJB	UNAPPROVED
				TOTAL AMOUNT	108,349.00
				DISTRICT TOTAL	108,349.00
				GRAND TOTAL	108,349.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 23, 2020 10:36:11AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 531825

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 **\$327.92**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$327.92	\$327.92

TOTAL DEPOSIT: **\$327.92**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$327.92 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210033**

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: 09/23/2020 To 09/23/2020
Transaction Number from: 210033 To 210033
Date entered from: 00/00/0000 To 99/99/9999

J44906 DC0100 L.00.01 09/23/20 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210033	09/23/2020	09/23/2020	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	327.92
				TOTAL AMOUNT	327.92
				DISTRICT TOTAL	327.92
				GRAND TOTAL	327.92

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 23, 2020 10:37:09AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531826

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 \$250.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$250.00	\$250.00

TOTAL DEPOSIT: \$250.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$250.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210034

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

J78 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 09/23/2020 To 09/23/2020
Transaction Number from: 210034 To 210034
Date entered from: 00/00/0000 To 99/99/9999

J44908 DC0100 L.00.01 09/23/20 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210034	09/23/2020	09/23/2020	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	250.00
					TOTAL AMOUNT 250.00 *
					DISTRICT TOTAL 250.00 *
					GRAND TOTAL 250.00 *

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 23, 2020 10:39:08AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 531827

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 \$103,770.59

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$67,595.25	\$67,595.25
RESTRICTED FUND	84097	0886	5490	\$32,975.86	\$32,975.86
TIL	84697	0886	5490	\$2,790.48	\$2,790.48
CAFETERIA	84699	0886	5490	\$409.00	\$409.00

TOTAL DEPOSIT: \$103,770.59

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$103,770.59 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210035

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: 09/23/2020 To 09/23/2020
 Transaction Number from: 210035 To 210035
 Date entered from: 00/00/0000 To 99/99/9999

J44909 DC0100 L.00.01 09/23/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210035	09/23/2020	09/23/2020	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	321.80
2.	78	RETAINED FINANCIAL AID		11000-000-9526-00000	67,273.45
3.	78	FEDERAL WORK STUDY		12401-353-8153-64600	9,217.71
4.	78	FWS ADMIN ALLOWANCE		12401-353-8151-64600	460.29
5.	78	FOUNDATION SALARIES		12000-114-8892-70999	18,297.86
6.	78	DH FACILITIES RENTAL		12652-205-8892-12042	5,000.00
7.	78	CAFETERIA SALES		32000-422-8841-69400	409.00
8.	78	TIL REGIONAL CENTERS		39000-314-8699-64991	2,740.48
9.	78	REIMBURSEMENT		39000-314-5830-64991	50.00
				TOTAL AMOUNT	103,770.59
				DISTRICT TOTAL	103,770.59
				GRAND TOTAL	103,770.59

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 29, 2020 10:03:55AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 532182

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 **\$4,469,535.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
SEPTEMBER SCHOOL APPORTIONMENT	84096	0886	5490	\$4,148,610.00	\$4,148,610.00

SEPTEMBER SCHOOL APPORTIONMENT	84097	0886	5490	\$320,925.00	\$320,925.00
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TOTAL DEPOSIT: **\$4,469,535.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$4,469,535.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210037

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: 09/29/2020 To 09/29/2020
 Transaction Number from: 210037 To 210037
 Date entered from: 00/00/0000 To 99/99/9999

J47411 DC0100 L.00.01 09/29/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210037	09/29/2020	09/29/2020	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	SEPTEMBER	SCHOOL APPORTIONMENT	11000-000-8612-00000	2,668,872.00
2.	78	SEPTEMBER	SCHOOL APPORTIONMENT	11000-000-8888-00000	7,789.00
3.	78	SEPTEMBER	SCHOOL APPORTIONMENT	11000-000-8618-00000	19,372.00
4.	78	SEPTEMBER	SCHOOL APPORTIONMENT	11006-201-8633-00000	17,288.00
5.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12551-353-8625-64600	26,927.00
6.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12000-303-8622-64300	70,024.00
7.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12000-305-8624-64301	9,175.00
8.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12000-311-8623-64200	41,305.00
9.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12000-311-8660-64200	1,251.00
10.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12600-309-8627-64992	23,433.00
11.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12571-411-8628-67300	6,000.00
12.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12573-353-8691-64600	23,583.00
13.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12569-353-8699-64600	7,288.00
14.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12558-223-8647-60103	36,543.00
15.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12603-125-8643-68900	69,386.00
16.	78	SEPTEMBER	SCHOOL APPORTIONMENT	12653-301-8699-63900	6,010.00
17.	78	SEPTEMBER	SCHOOL APPORTIONMENT	11000-000-8612-00000	1,435,289.00
				TOTAL AMOUNT	4,469,535.00
				DISTRICT TOTAL	4,469,535.00
				GRAND TOTAL	4,469,535.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 30, 2020 10:37:27AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO. 532282

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 \$1,727.27

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$1,727.27	\$1,727.27

TOTAL DEPOSIT: \$1,727.27

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$1,727.27 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #210038

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: 09/30/2020 To 09/30/2020
Transaction Number from: 210038 To 210038
Date entered from: 00/00/0000 To 99/99/9999

J48192 DC0100 L.00.01 09/30/20 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210038	09/30/2020	09/30/2020	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	1,727.27
				TOTAL AMOUNT	1,727.27
				DISTRICT TOTAL	1,727.27
				GRAND TOTAL	1,727.27

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 30, 2020 10:38:30AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 532284

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 \$1,881.00

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$1,881.00	\$1,881.00

TOTAL DEPOSIT: \$1,881.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK **ACCOUNT DEPOSITED:** General **CASH:** \$1,881.00 **CHECKS:** \$0.00 **DIRECT DEPOSIT:** \$0.00 **CREDIT CARD:** \$0.00
NOTES: DEPOSIT #210039

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: 09/30/2020 To 09/30/2020
Transaction Number from: 210039 To 210039
Date entered from: 00/00/0000 To 99/99/9999

J48193 DC0100 L.00.01 09/30/20 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
210039	09/30/2020	09/30/2020	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	1,881.00
				TOTAL AMOUNT	1,881.00
				DISTRICT TOTAL	1,881.00
				GRAND TOTAL	1,881.00

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 30, 2020 10:40:03AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 532285

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$2,170.64

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
DORM REVENUE	75960	0886	5490	\$22.45	\$22.45
GENERAL FUND	84096	0886	5490	\$839.38	\$839.38
RESTRICTED FUND	84097	0886	5490	\$1,031.31	\$1,031.31
CAFETERIA	84699	0886	5490	\$277.50	\$277.50

TOTAL DEPOSIT: \$2,170.64

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$2,170.64 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #210040

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: 09/30/2020 To 09/30/2020
 Transaction Number from: 210040 To 210040
 Date entered from: 00/00/0000 To 99/99/9999

J48194 DC0100 L.00.01 09/30/20 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210040	09/30/2020	09/30/2020	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	839.38
2.	78	REIMBURSEMENT		12700-421-4310-67900	42.20
3.	78	REIMBURSEMENT		12010-411-5710-67500	989.11
4.	78	CAFETERIA SALES		32000-422-8841-69400	277.50
5.	78	REIMBURSEMENT		35000-357-5890-69700	22.45
				TOTAL AMOUNT	2,170.64
				DISTRICT TOTAL	2,170.64
				GRAND TOTAL	2,170.64

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

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Sep 30, 2020 01:05:10PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 532305

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 **\$125,864.92**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
LOTTERY APPORTIONMENT	84096	0886	5490	\$60,409.36	\$60,409.36

LOTTERY APPORTIONMENT	84097	0886	5490	\$65,455.56	\$65,455.56
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TOTAL DEPOSIT: **\$125,864.92**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$125,864.92 CREDIT CARD: \$0.00 NOTES: DEPOSIT #210041

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: 09/30/2020 To 09/30/2020
 Transaction Number from: 210041 To 210041
 Date entered from: 00/00/0000 To 99/99/9999

J48342 DC0100 L.00.01 09/30/20 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
210041	09/30/2020	09/30/2020	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	LOTTERY APPORTIONMENT		11477-000-8681-00000	60,409.36
2.	78	LOTTERY APPORTIONMENT		12477-000-8681-00000	65,455.56
				TOTAL AMOUNT	125,864.92
				DISTRICT TOTAL	125,864.92
				GRAND TOTAL	125,864.92

WEST KERN COMMUNITY COLLEGE DISTRICT

Travel Period: 9/1/2020 - 9/30/2020

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

*There was no travel this period.