



**COASTLINEROP**

1001 Presidio Square, Costa Mesa CA 92626

**BOARD OF TRUSTEES**

**AGENDA**

**August 17, 2023**

**9:30 a.m. Open Session**

Participating School Districts: Irvine / Newport-Mesa / Saddleback Valley / Tustin Unified

Board of Trustees: Lauren Brooks / Michelle Barto / Suzie Swartz / Lynn Davis





TO: Board of Trustees  
FROM: Brian Dozer  
DATE: August 10, 2023  
SUBJECT: Board Package

Enclosed are the agenda and supporting materials for the Thursday, August 17, 2023, regular Board of Trustees meeting. Open session is scheduled to begin at 9:30 a.m.

I am looking forward to seeing you on Thursday, August 17, 2023.

Enclosure



**COASTLINE ROP**  
Newport-Mesa Unified School District, 2985 Bear Street, Costa Mesa 92626  
Boardroom

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**BOARD OF TRUSTEES**  
**Thursday, August 17, 2023**  
**9:30 a.m. Open Session**

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PUBLIC COMMUNICATION TO THE BOARD - Anyone desiring to address the Board on any item will be granted three minutes to make a presentation to the Board. If the topic relates to a particular agenda item, you have the option of requesting to be called upon to make your remarks at the time the item is discussed by the Board. (Education Code §35145.5, Government Code §5495.3)

*Meetings may be recorded for use in the official minutes.*

**AGENDA**

**1. BOARD MEETING CALLED TO ORDER**

Meeting is called to order by \_\_\_\_\_ at \_\_\_\_\_ a.m.

- 2. ROLL CALL:**
- |                                  |       |
|----------------------------------|-------|
| Michelle Barto, President        | _____ |
| Suzie Swartz, Vice President     | _____ |
| Lauren Brooks, Member            | _____ |
| Lynn Davis, Member               | _____ |
| Krista Weigand, Alternate Member | _____ |

Coastline ROP:

Brian Dozer, Superintendent	
Krista Schweers-Ganga, Director of Educational Services	
Sesar Morfin, Chief Business Official	

**3. PLEDGE OF ALLEGIANCE**

**4. ADOPTION OF AGENDA** – Recommend the agenda be adopted as submitted.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**5. PUBLIC COMMENTS** – Anyone desiring to address the Board on any item not on the agenda will be granted three minutes to make a presentation to the Board.

**INFORMATION ITEMS**

**6. SUPERINTENDENT’S REPORT** – Brian Dozer

**7. EDUCATIONAL SERVICES’ UPDATE** – Krista Schweers-Ganga

**DISCUSSION/ACTION ITEMS**

- 8. Election of Clerk** **Discussion/Action**  
In keeping with the rotation schedule established for the election of Board officers, it is recommended that the Board approve the appointment of Member Brooks from IUSD as Clerk.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

- 9. Board Meeting Date/Time Changes** **Discussion/Action**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

10. **2023-2024 Revised Interagency Agreements for ROP Services** **Discussion/Action**  
 Recommend the Board approve the revised schedule of classes for Irvine, Newport-Mesa, Saddleback Valley, and Tustin Unified School Districts.  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
11. **Salary Adjustment** – Recommend the Board approve an adjustment to the salaries for identified employees. **Discussion/Action**  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
12. **Administrative Regulation – AR 4161.1, AR 4261.1, AR 4361.1, Personal Illness/Injury Leave (All Personnel)** - Recommend the Board approve the revision of AR 4161.1, AR 4261.1, AR 4361.1, Personal Illness/Injury Leave **Discussion/Action**  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
13. **Administrative Regulation - AR 4161.2, AR 4261.2, AR 4361.2, Personal Leave (All Personnel)** - Recommend the Board approve the revision of AR 4161.2, AR 4261.2, AR 4361.2, Personal Leave **Discussion/Action**  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
14. **Administrative Regulation - AR 4161.8, AR 4261.8, AR 4361.8, Family Care and Medical Leave (All Personnel)** - Recommend the Board approve the revision of AR 4161.8, AR 4261.8, AR 4361.8, Family Care and Medical Leave **Discussion/Action**  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
15. **Board Bylaw BB 9100 Organization** **Discussion/Action**  
 Recommend the Board approve the revision of BB 9100, Organization  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
16. **Board Bylaw BB 9110 Terms of Office** **Discussion/Action**  
 Recommend the Board approve the revision of BB 9110, Terms of Office  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
17. **Board Bylaw BB 9322 Agenda/Meeting Materials** **Discussion/Action**  
 Recommend the Board approve the revision of BB9322, Agenda/Meeting Materials  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
18. **Inventory Deletion Report related to HBUHSD withdrawal** **Discussion/Action**  
 Recommend the Board approve the Inventory Deletion Report related to HBUHSD withdrawal  
 Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_
19. **Quarterly Report of Investment Performance** **Discussion**

**CONSENT CALENDAR**

**Action**

All matters listed under the Consent Calendar are considered by the Board to be items that will be enacted by the Board in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board or staff request specific items be discussed and/or removed from the Consent Calendar.

It is recommended that the Board approve:

- 20. [Minutes from the June 15, 2023](#), Board of Trustees meeting
- 21. [Minutes from the July 20, 2023](#), Special Board of Trustees meeting
- 22. [Ratification of purchase order](#) and change order report – June 1, 2023 – July 31, 2023
- 23. [Ratification of check report](#) – June 1, 2023 – July 31, 2023
- 24. [Lease Agreement between NMUSD](#) and Coastline ROP for the Presidio Site
- 25. [Sub-Agreement for round 5 of the K12 SWP Pathway Coordinator Grant](#)
- 26. [Gift Register](#)
- 27. [Agreement between OC Janitorial](#) and Coastline ROP
- 28. [Agreement between Ontario Refrigeration](#) and Coastline ROP
- 29. [2023-2024 ACSA membership renewal](#) for Superintendent Dozer
- 30. [MOU between Cyberforward](#) and Coastline ROP Summer 2023
- 31. [Margaret A. Chidester & Associates](#) and Coastline ROP Retainer Agreement 2023-2024
- 32. [Career Technical Education JPA](#) Letter of Agreement to Participate 2023-2024
- 33. [Orange County Superintendents of Schools](#) MOU for Teacher Credentialing
- 34. [Personnel Register #1](#) – 2023-2024 (Approval of employee appointments, release, retirements, terminations, leaves, transfers, promotions, stipends, additional/overtime assignments)
- 35. [English Language Learner](#) Waiver Teacher Roster
- 36. [Approval/Ratification of travel](#) conference report

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**NEW BUSINESS**

**Information**

**ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_ at \_\_\_\_\_ a.m.

**Next Scheduled Meeting: September 14, 2023**





TO: Board of Trustees  
FROM: Brian Dozer  
DATE: August 10, 2023  
SUBJECT: Appointment of Board Clerk

Coastline ROP has an established district rotation schedule. With the withdrawal of HBUHSD from the JPA there will be a new rotation and we need to appoint a new clerk. Following the schedule, the rotation for the remainder of the 2023 calendar year would be:

NMUSD – President  
SVUSD – Vice-President  
IUSD – Clerk  
TUSD – Member

As Trustee Lauren Brooks is the representative of IUSD, it is respectfully requested the Board of Trustees approve the appointment of Trustee Brooks as clerk for the remainder of the 2023 calendar year.



**COASTLINE ROP  
2023 BOARD CALENDAR**

<b>January 19</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting
<b>February 16</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting Textbook Inventory
<b>March 9</b>	(2 <sup>nd</sup> Thursday)	- Board Meeting Interim Budget Review 2022-23 Coastline ROP Priorities Update
<b>April 20</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting
<b>May 18</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting Review Superintendent's Evaluation Process Employ Summer Semester Staff
<b>June 15</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting Public Hearing for 2023-2024 Budget Adopt 2023-2024 Budget Authorize Superintendent to Approve Travel and Conferences 2023-2024 School Calendar Discussion of Superintendent's Evaluation Interagency Agreements Appendix A for 2023-2024
<b>July 20*</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting
<b>August 17</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting Administrative Contract Extensions Board Input for 2023-2024 Coastline ROP Priorities
<b>September 14</b>	(2 <sup>nd</sup> Thursday)	- Board Meeting Superintendent's Evaluation 2022-2023 Unaudited Actuals Report
<b>October 19</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting
<b>November 16</b>	(3 <sup>rd</sup> Thursday)	- Board Meeting
<b>December 14</b>	(2 <sup>nd</sup> Thursday)	- Organizational Meeting Audit Report Interim Budget Review

**Meeting Time: 9:30 a.m.  
July 20 Meeting Time: 9:00 a.m.**



TO: Board of Trustees

FROM: Krista Schweers-Ganga

DATE: August 7, 2023

SUBJECT: Revised Schedule of Classes for 2023-2024

Since the June 2023 Board of Trustees meeting, there have been several staffing changes to the ROP classes offered in our partner districts. Attached is the revised Schedule of Classes for the board's consideration. Revisions are noted in red.

It is respectfully requested that the Board approve the revised Schedule of Classes for each of our partner districts.



**Irvine Unified School District  
Schedule of Classes  
2023-2024**

<b>School</b>	<b>Course Title</b>	<b>BELL / AFTER BELL</b>	<b>Teacher</b>	<b>Credits Per Semester</b>	<b>Section Value</b>	<b>Funding Source</b>
Creekside	Culinary Arts (Double Block)	BELL	Ayala, Marissa	5	1.5	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Northwood	Culinary Arts	BELL	Mullen, Maggie	5	1	General
Portola	Art of TV and Video Production	BELL	Murphy, Tina	5	1	General
Portola	Art of TV and Video Production	BELL	Murphy, Tina	5	1	General
Portola	Art of TV and Video Production	BELL	Murphy, Tina	5	1	General
Portola	Broadcast News	BELL	Murphy, Tina	5	1	General
Portola	Intermediate Video and Film	BELL	Murphy, Tina	5	1	General
Portola	Sports Medicine & Athletic Training	BELL	Abellon, Franz	5	1	General
Portola	Computer Graphics	BELL	Waldner, Grace	5	1	General
Portola	Computer Graphics ADV	BELL	Waldner, Grace	5	1	General

**Irvine Unified School District  
Schedule of Classes  
2023-2024**

School	Course Title	BELL / AFTER	Teacher	Credits Per	Section Value	Funding Source
Creekside	Medical Nursing Careers Intern.	AFTER BELL	TBD	5	1	General
Creekside	Administration of Justice (Fall) Crime Scene Investigation	AFTER BELL	Endow, Raymond	5	1	General
Creekside	Baking & Pastry Fundamentals	AFTER BELL	Van Der Merwe, Rochelle	5	1	General
Creekside	Culinary Arts	AFTER BELL	Ayala, Marissa	5	1	General
Creekside	Culinary Arts ADV	AFTER BELL	Ayala, Marissa	5	1	General
Creekside	BITA 1 Foundation of Res. & Comm. Constr.	AFTER BELL	Dokes, Nettie	5	1	General
Creekside	Sports Medicine Internship	AFTER BELL	Milgrim, Melissa	5	1	General
Creekside	Emergency Medical Technician	AFTER BELL	Smith, Harry	5	1	General
Creekside	Medical Careers & Health Systems	AFTER BELL	Smith, Harry	5	1	General
Creekside	Emergency Medical Responder	AFTER BELL	Smith, Harry	5	1	General
Portola	Broadcast News	AFTER BELL	Murphy, Tina	5	1	General
<b>TOTAL</b>					<b>32.5</b>	

School	Course Title	BELL /	Teacher	Credits	Section	Funding Source
Irvine	Automotive Technology	BELL	Campbell, Michael	5	1	CTEIG-7/8
Creekside	BITA 1	BELL	Dokes, Nettie	5	1	CTEIG-7/8
Creekside	BITA 1	BELL	Dokes, Nettie	5	1	CTEIG-7/8
Creekside	CNA (Pre-Cert.) Internship	AFTER BELL	Murillo, Cecilia	10	1.5	Covid Relief
Creekside	Careers With Children Internship	AFTER BELL	Rico, Monique	5	1	Covid Relief
Creekside	Pharmacy Technician Internship	AFTER BELL	Lubrino, Tess	10	1.5	Covid Relief
University	Automotive Technology Internship	AFTER BELL	TBD	5	1	Covid Relief
<b>TOTAL</b>					<b>8</b>	



# Newport-Mesa Unified School District

## Schedule of Classes

### 2023-2024

School	Course Title	BELL / AFTER BELL	Teacher	Credits Per Sem	Section Value
Costa Mesa	Medical Careers & Health Systems	BELL	McNeil, David	5	1
Costa Mesa	Medical Careers & Health Systems	BELL	McNeil, David	5	1
Costa Mesa	Sports Medicine & Athletic Training	BELL	McNeil, David	5	1
Costa Mesa	Sports Medicine & Athletic Training	BELL	McNeil, David	5	1
Costa Mesa	Sports Medicine Advanced	BELL	McNeil, David	5	1
Costa Mesa	Careers with Children Internship	BELL	Rico, Monique	5	1
Costa Mesa	Child Development	BELL	Rico, Monique	5	1
Costa Mesa	Child Development	BELL	Rico, Monique	5	1
Estancia	Body Systems and Disorders	BELL	Rabbitt, Kathleen	5	1
Estancia	Body Systems and Disorders	BELL	Rabbitt, Kathleen	5	1
Estancia	Emergency Medical Responder	BELL	Rabbitt, Kathleen	5	1
Estancia	Emergency Medical Responder	BELL	Rabbitt, Kathleen	5	1
Estancia	Medical Careers & Health Systems	BELL	Rabbitt, Kathleen	5	1
Estancia	Medical Careers & Health Systems	BELL	Rabbitt, Kathleen	5	1
Estancia	Medical Pathway Coordinator	BELL	Rabbitt, Kathleen	5	1
Estancia	Media Arts Advanced	BELL	Moreno, Stephen	5	1
Estancia	Media Arts Intermediate	BELL	Moreno, Stephen	5	1
Estancia	Media Arts Introduction	BELL	Moreno, Stephen	5	1
Estancia	Multimedia Comm. Design	BELL	Moreno, Stephen	5	1
Estancia	Multimedia Comm. Design	BELL	Moreno, Stephen	5	1
Estancia	Multimedia Comm. Design	BELL	Moreno, Stephen	5	1
Estancia	DMA Coordinator Period	BELL	Moreno, Stephen	5	1
Estancia	Computerized Integrated Manufacturing	BELL	Rizza, Gerald	5	1
Estancia	Engineering Design and Development	BELL	Rizza, Gerald	5	1
Estancia	Introduction to Engineering Design	BELL	Rizza, Gerald	5	1

# Newport-Mesa Unified School District

## Schedule of Classes

### 2023-2024

School	Course Title	BELL / AFTER BELL	Teacher	Credits Per Sem	Section Value
Estancia	Introduction to Engineering Design	BELL	Rizza, Gerald	5	1
Estancia	Principles of Engineering	BELL	Rizza, Gerald	5	1
Estancia	BITA 1 Foundation of Res. & Comm. Constr.	BELL	Jasperson, Edward	5	1
Estancia	BITA 1 Foundation of Res. & Comm. Constr.	BELL	Jasperson, Edward	5	1
Estancia	BITA 1 Foundation of Res. & Comm. Constr.	BELL	Jasperson, Edward	5	1
Estancia	BITA 1 Foundation of Res. & Comm. Constr.	BELL	Jasperson, Edward	5	1
Estancia	BITA 2 Study of Modern Craftsmanship & Infrastructure	BELL	Jasperson, Edward	5	1
Estancia	BITA 3 Energy Efficiency & Infrastructure of the Future/ BITA 4 Emerging Construction Advances & Changes	BELL	Jasperson, Edward	5	1
Estancia	BITA Coordinator Period	BELL	Jasperson, Edward	5	1
Newport Harbor	Baking & Pastry Fundamentals	BELL	Kingsbury, Ashley	5	1
Newport Harbor	Baking & Pastry Fundamentals	BELL	Kingsbury, Ashley	5	1
Newport Harbor	Culinary Arts	BELL	Kingsbury, Ashley	5	1
Newport Harbor	Culinary Arts	BELL	Kingsbury, Ashley	5	1
Newport Harbor	Foods	BELL	Kingsbury, Ashley	5	1
Newport Harbor	Foods	BELL	Kingsbury, Ashley	5	1
Back Bay	Administration of Justice (Fall) Crime Scene Investigation (Sp)	AFTER BELL	Torres-Henrotin, Serena	5	1
Back Bay	Medical Core	AFTER BELL	Lubrino, Teresita	5	1
Estancia	Medical Careers & Health Systems	AFTER BELL	TBD	5	1
Estancia	Construction Technology Pre-Apprenticeship	AFTER BELL	Dokes, Annette	5	1
Estancia	Emergency Medical Responder	AFTER BELL	McDuffie, James	5	1
Presidio	Dental Assistant Back Office (Fall Only)	AFTER BELL	Fernandez, Lina	5	0.5
Presidio	Dental Assistant Back Office Intern (Spring Only)	AFTER BELL	Fernandez, Lina	10	0.75
Presidio	Dental Assistant Back Office (Fall Only)	AFTER BELL	Burns, Rosa	5	0.5
Presidio	Dental Asst/Front Office	AFTER BELL	Burns, Rosa	5	1

# Newport-Mesa Unified School District

## Schedule of Classes

### 2023-2024

School	Course Title	BELL / AFTER BELL	Teacher	Credits Per Sem	Section Value
Presidio	Medical Nursing Careers Intern	AFTER BELL	TBD	5	1
Presidio	Emergency Medical Technician	AFTER BELL	Morrison, Curtis	5	1
Presidio	Animal Health Care (Fall Only)	AFTER BELL	Mitcheltree, Darlene	5	0.5
Presidio	Animal Health Care Internship (Spring Only)	AFTER BELL	Mitcheltree, Darlene	10	0.75
Presidio	Fire Science 101	AFTER BELL	Zimmerman, Dan	5	1
<b>TOTAL</b>				<b>52</b>	
Additional salary & benefits for G. Rizza to be billed separately as per NMUSD.					
Additional salary & benefits for M. Rico to be billed separately as per NMUSD.					

# Saddleback Valley Unified School District

## Schedule of Classes

### 2023-2024

School	Course Title	BELL / AFTER BELL	Teacher	Credits Per Semester	Section Value
El Toro	Sports Medicine & Athletic Training	BELL	Augenfeld, Tyler	5	1
Laguna Hills	Sports Medicine & Athletic Training	BELL	Jeske, Ali	5	1
Laguna Hills	Sports Medicine & Athletic Training	BELL	Jeske, Ali	5	1
Laguna Hills	Sports Medicine & Athletic Training	BELL	Jeske, Ali	5	1
Laguna Hills	Automotive Technology	BELL	Galante, Paul	5	1
Laguna Hills	Automotive Technology	BELL	Galante, Paul	5	1
Laguna Hills	Automotive Technology	BELL	Galante, Paul	5	1
Laguna Hills	Automotive Technology	BELL	Galante, Paul	5	1
Laguna Hills	Automotive Technology	BELL	Galante, Paul	5	1
Mission Viejo	Sports Medicine & Athletic Training	BELL	Kantor, Sydney	5	1
Trabuco Hills	Sports Medicine & Athletic Training	BELL	Milgrim, Melissa	5	1
Trabuco Hills	Sports Medicine & Athletic Training	BELL	Milgrim, Melissa	5	1
Trabuco Hills	Sports Medicine Advanced	BELL	Milgrim, Melissa	5	1
Trabuco Hills	Broadcast News	BELL	TBD	5	1
Trabuco Hills	Art of TV and Video Production	BELL	TBD	5	1
Trabuco Hills	Study of TV and Film Making	BELL	TBD	5	1
Trabuco Hills	Study of TV and Film Making	BELL	TBD	5	1
Trabuco Hills	Study of TV and Film Making	BELL	TBD	5	1
El Toro	Emergency Medical Responder	AFTER BELL	TBD	5	1
Laguna Hills	Baking and Pastry (Spring only)	AFTER BELL	Fouts, David	5	0.5
Laguna Hills	Culinary Arts	AFTER BELL	Fouts, David	5	1
Laguna Hills	CNA (Pre-Cert.) Internship	AFTER BELL	Short-Baker, Rosemary	10	1.5

# Saddleback Valley Unified School District

## Schedule of Classes

### 2023-2024

School	Course Title	BELL / AFTER BELL	Teacher	Credits Per Semester	Section Value
Laguna Hills	Administration of Justice	AFTER BELL	Solis, Nasario	5	1
Laguna Hills	Automotive Technology Introduction	AFTER BELL	Galante, Paul	5	1
Mission Viejo	Computer Graphics	AFTER BELL	TBD	5	1
Mission Viejo	Crime Scene Investigation	AFTER BELL	Solis, Nasario	5	1
Mission Viejo	Medical Careers & Health Systems	AFTER BELL	Milgrim, Melissa	5	1
Trabuco Hills	Emergency Medical Technician	AFTER BELL	Brenner, Mark	5	1
Trabuco Hills	Emergency Medical Responder	AFTER BELL	Hibbard, Spencer	5	1
<b>TOTAL</b>					<b>29</b>

**Tustin Unified School District  
Schedule of Classes  
2023-2024**

School	Course Title	BELL or AFTER BELL	Teacher	Credits Per Semester	Section Value	Funding Source
Beckman	Sports Medicine & Athletic Training	BELL	Post, Logan	5	1	General
Beckman	Sports Medicine & Athletic Training	BELL	Post, Logan	5	1	General
Hillview	Div Serv Careers Intern ADULT Sp Ed	BELL	Laffen, Teresa	10	1.5	General
Beckman	Medical Careers & Health Systems	AFTER BELL	Friedman-de Leon, Rachel	5	1	General
Tustin	Culinary Arts Internship	AFTER BELL	Hopkins, Felicia	5	1	General
<b>TOTAL</b>					<b>5.5</b>	

School	Course Title	BELL or AFTER BELL	Teacher	Credits Per Semester	Section Value	Funding Source
Foothill	Sports Medicine & Athletic Training	BELL	Ramirez, Katarina	5	1	K12 SWP R4
Legacy	Digital Music Production / Music Technology	BELL	Jones, Roland	5	1	K12 SWP R4
Legacy	Digital Music Production / Music Technology	BELL	Jones, Roland	5	1	K12 SWP R4
Legacy	Digital Music Production / Music Technology	BELL	Jones, Roland	5	1	K12 SWP R4
Tustin	Sports Medicine & Athletic Training	BELL	Millwood, Jacqueline	5	1	K12 SWP R4
Virtual	Small Business Bootcamp	Asynchronous	Ramirez, Brandee	5	1	K12 SWP R4
Tustin	Emergency Medical Response	AFTER BELL	Wilcox, Charlie	5	1	K12 SWP R4
<b>TOTAL</b>					<b>7</b>	

TO: Board of Trustees

FROM: Brian Dozer

DATE: August 10, 2023

SUBJECT: College and Career/Career Specialist Salary Adjustment

College and Career/Career Specialists play a key role on their campuses. As such, it is critical that we make efforts to align their pay with similar positions at other ROPs in Southern California. Siteria Edwards, our human resources administrator, conducted a salary survey in December 2022 of four area ROPs and identified that our minimum rate is low and is not competitive. To be able to recruit and retain employees for these positions I recommend we adjust the minimum hourly rate.

As these positions are funded by the school districts, I discussed this plan with each district in May/June and they were all in agreement on moving forward with a plan to increase the minimum hourly rate by \$5.00 hr. for the college and career/career specialist position. The minimum rate would increase from \$21.60 hr. to \$26.60 hr. For the eleven career specialists we employ, the financial impact will be \$88,871 for the 2023-2024 school year.

It is respectfully requested the Board of Trustees approve this hourly rate adjustment for the college and career/career specialist positions retroactive to July 1, 2023, as well as the revised compensation schedule that reflects this change.







**COASTLINE**  
REGIONAL OCCUPATIONAL PROGRAM

**DRAFT**  
**COMPENSATION SYSTEM**

The compensation system of Coastline Regional Occupational Program pertains to all job classifications, both classified and certificated. The pay schedules include appropriate job titles and pay schedule range assignments.

Upon employment by Coastline ROP, initial salary placement in all categories of service will be based on education and related experience. The Superintendent will determine the initial placement in the appropriate classification.

**PAY SCHEDULE INFORMATION**

**CLASSIFIED PAY SCHEDULE:**

Displays the minimum/maximum hourly and monthly rate range based on 260 days of service in the appropriate classification.

**CLASSIFIED MANAGEMENT PAY SCHEDULE:**

Displays the minimum/maximum monthly and annual salary range based on 260 days of service in the appropriate classification.

**CERTIFICATED TEACHER PAY SCHEDULE:**

Displays the minimum/maximum hourly rate range in the appropriate classification.

**CERTIFICATED SUPPORT PAY SCHEDULE:**

Displays the minimum/maximum daily rate and annual salary range based on 223 days of service in the appropriate classification.

**LEADERSHIP PAY SCHEDULE:**

Displays the minimum/maximum monthly and annual salary range based on 260 days of service in the appropriate classification.



Board Approved: 3/9/2023



CLASSIFIED PAY SCHEDULE

JOB TITLE	PAY CLASSIFICATION	HOURLY RATE		MONTHLY RATE	
		(Min)	(Max)	(Min)	(Max)
Accounting Budgeting Specialist	119	\$25.69	\$28.30	\$4,453	\$4,905
Accounting Payroll Specialist	119	\$25.69	\$28.30	\$4,453	\$4,905
Accounts Payable/Purchasing Specialist	119	\$25.69	\$28.30	\$4,453	\$4,905
Accounts Payable Clerk (Grant Funded)	118	\$22.66	\$27.61	\$3,928	\$4,786
Administrative Assistant	119	\$25.69	\$28.30	\$4,453	\$4,905
Career Specialist	120	\$21.60 - \$26.60	\$29.01	na	na
College and Career Specialist	120	\$21.60 - \$26.60	\$29.01	na	na
Executive Assistant	127	\$32.23	\$34.48	\$5,587	\$5,977
Facility Maintenance/ Receiving & Delivery Worker	114	\$18.62	\$25.02	na	na
Information Technology Specialist	124	\$23.84	\$32.02	\$4,132	\$5,550
Instructional Assistant	108	\$16.06	\$21.57	na	na
K-12 SWP Pathway Coordinator (Grant Funded)	131	\$35.52	\$47.60	\$6,157	\$8,251
Work-Based Learning/Outreach Specialist (Grant Funded)	130	\$26.33	\$37.14	\$4,564	\$6,438
Network Specialist	124	\$23.84	\$32.02	\$4,132	\$5,550
Program Assistant	119	\$25.69	\$28.30	\$4,453	\$4,905
Receptionist/Administrative Assistant	113	\$18.02	\$19.07	\$3,123	\$3,305
Student Information Specialist	119	\$25.69	\$28.30	\$4,453	\$4,905

OTHER CLASSIFIED PAY INFORMATION

Classified Substitute	\$15.50 per hour
Classified Substitute (Career Specialist)	\$18.00 per hour
Skills Helper	\$15.50 per hour
Skills Helper (American Heart Association Certified Instructor)	\$20.00 per hour



**COASTLINE**  
REGIONAL OCCUPATIONAL PROGRAM

**CLASSIFIED MANAGEMENT PAY SCHEDULE**

<b>JOB TITLE</b>	<b>PAY CLASSIFICATION</b>	<b>MONTHLY RATE</b> (Min) (Max)		<b>ANNUAL SALARY</b> (Min) (Max)	
Manager, Technology Services	510	\$6,158	\$8,252	\$73,890	\$99,019



**CERTIFICATED TEACHER PAY SCHEDULE**

JOB TITLE	HOURLY RATE	
	(Min)	(Max)
American Heart Association (AHA) Instructor	\$30.00	n/a
CHAPERONE I (PARTIAL DAY)	\$50 DAY	n/a
CHAPERONE II (FULL DAY)	\$100 DAY	n/a
Mentor Teacher	Regular hourly rate plus 5%	n/a
Substitute Teacher I	\$33.00	n/a
Substitute Teacher II (long-term) plus 25% preparation time	\$33.00 + 25% prep	n/a
Special Project Assignment	\$30.00	n/a
Teacher	\$36.43	\$70.00

**CERTIFICATED PAY RATE INFORMATION**

**American Heart Association Instructor** - regular and substitute teachers for the ROP will be paid at the AHA hourly rate.

**Chaperone I** - teachers serving as a chaperone after regular school hours, shall receive the established flat rate for the remainder of the day.

**Chaperone II** - teachers serving as a chaperone on a non-school day in which no salary was earned shall receive the established flat rate for the entire day.

**Mentor Teacher** - teachers working as mentors will be paid their current hourly rate multiplied by five percent (5%).

**Substitute Teaching** - teachers working as a substitute will be paid their established hourly pay rate.

**Substitute II (Long-term Substitute)** - substitute teachers who work for a period of at least 20 consecutive teaching days in the same teaching assignment will receive the Substitute Teacher II (long-term) rate.

**Special Project Assignment** - teachers will receive the special projects rate for non-instructional, staff development or special project assignments.

**Preparation Time** - the established preparation time percentage is twenty-five percent (25%).



**CERTIFICATED SUPPORT STAFF PAY SCHEDULE**

JOB TITLE	PAY CLASSIFICATION	DAILY RATE		ANNUAL SALARY	
		(Min)	(Max)	(Min)	(Max)
(223 Work Days)					
Administrator, Educational Services	513	\$444.03	\$514.02	\$99,019	\$114,627
Coordinator, Educational Services	512	\$422.89	\$489.54	\$94,304	\$109,168
Instructional Support/Media Specialist	507	\$286.23	\$383.57	\$63,829	\$85,536



**LEADERSHIP PAY SCHEDULE**

<b>JOB TITLE</b>	<b>PAY CLASSIFICATION</b>	<b>MONTHLY RATE</b> (Min) (Max)		<b>ANNUAL SALARY</b> (Min) (Max)	
<b>Administrator, Human Resources</b>	<b>515</b>	<b>\$7,859</b>	<b>\$10,531</b>	<b>\$94,304</b>	<b>\$126,376</b>
<b>Chief Business Official</b>	<b>520</b>	<b>\$10,030</b>	<b>\$13,441</b>	<b>\$120,358</b>	<b>\$161,292</b>
<b>Director, Business Services</b>	<b>519</b>	<b>\$9,552</b>	<b>\$12,801</b>	<b>\$114,627</b>	<b>\$153,612</b>
<b>Director, Educational Services</b>	<b>519</b>	<b>\$9,552</b>	<b>\$12,801</b>	<b>\$114,627</b>	<b>\$153,612</b>
<b>Superintendent</b>	<b>524</b>	<b>\$12,191</b>	<b>\$16,338</b>	<b>\$146,296</b>	<b>\$196,056</b>

TO: Brian Dozer

FROM: Siteria Edwards

DATE: August 7, 2023

SUBJECT: Administrative Regulation Revision, Personal Illness/Injury Leave, 4161.1, 4261.1 and 4361.1 (All Personnel)

**Background:**

On June 1, 2023, California School Boards Association (CSBA) published a revised version of Administrative Regulation 4161.1, 4261.1, and 4361.1, Personal Illness/Injury Leave policy for classified, certificated, and management employees. After reviewing the changes, I believe it is necessary to incorporate these revisions into our existing policy to align with the new guidelines.

**Summary of Revisions:**

1. Language amendments: CSBA has revised the existing policy language to align with new guidelines and provide clearer and more concise information. These changes are highlighted in bold throughout the revised document.
2. Removal of outdated items: Items removed are indicated by strikeouts in the revised document.

**Recommendation:**

It is respectfully requested that the Board of Trustees approve the revision of AR 4161.1, 4261.1, and 4361.1 for all personnel. According to our board bylaws, policies may be given a first and second reading by the board. The board policies as revised will be given a second reading at a subsequent meeting. The board may make further revisions at that time. At its second reading, the policy may be adopted by a majority vote of all members of the Board. The board may waive the second reading and approve the policies at the first reading.





**DRAFT**

**Certificated Personnel**

AR 4161.1(a)  
4361.1

**PERSONAL ILLNESS/INJURY LEAVE**

Full-time certificated employees are entitled to one day of absence for personal illness or injury (sick leave) per month worked during the school year, with full pay. Employees working less than five school days per week shall be granted comparable sick leave in proportion to the time they work. (Education Code 44978)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination of service.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

Any certificated employee who leaves the Coastline Regional Occupational Program (CROP) after at least one school year of employment and accepts a certificated position in another district, county office of education, or community college district of termination of employment, the employee may request that the CROP transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Sick leave may be used by a certificated employee for absences due to:

1. **Accident or ~~Temporary inability to perform his/her duties because of illness, accident, or quarantine, whether or not the cause of the absence arises out of the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine and in the course of employment~~** (Education Code 44964)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

2. Pregnancy, miscarriage, childbirth, and recovery (Education Code 44965, 44978)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

3. Personal necessity (Education Code 44981)

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)  
*(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)*
6. ~~Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child in an amount not less than the sick leave that would be accrued by the employee during six months at his/her then-current rate of entitlement (Labor Code 233)~~  
**Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)**
7. **Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)**
8. **Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)**

**For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then-current rate of entitlement. (Labor Code 233)**

**Additional Leave for Disabled Military Veterans**

**In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)**

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

**The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)**

**The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.**

**Leave for military-service-connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)**

### **Notification of Absence**

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall notify the CROP. If the duration of absence becomes shorter than estimated, the employee shall notify the CROP not later than 3 p.m. of the day preceding the day on which he/she intends to return to work.

### **Verification Requirements**

After any absence due to illness or injury, the employee shall submit an absence request to his/her immediate supervisor.

### **Extended Sick Leave**

A certificated employee shall receive 50 percent of his/her regular salary during any period of absence due to illness or injury up to five months period is exhausted; the employee may take the balance of the five-month period in a subsequent school year.

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

After any absence due to illness or injury, the employee shall verify the absence by submitting **an absence request** ~~completed and signed CROP absence form~~ to his/her immediate supervisor.

The Superintendent or his/her designee may, at any time, require additional written verification by the employee's physician or other authorized health care provider. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

The Superintendent or his/her designee may require an employee to visit a physician selected by the CROP, at CROP's expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or his/her designee may, after giving notice to the employee, deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

## **Parental Leave**

**During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)**

**Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)**

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

**An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)**

**Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)**

**Healthy Workplaces, Healthy Families Act Requirements**

**No employee shall be denied the right to use accrued sick days, and the ROP shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging ROP violation of Labor Code 245-249.**

**To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:**

- 1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:**
  - a. That an employee is entitled to accrue, request, and use paid sick days**
  - b. The number of sick days provided by Labor Code 245-249**
  - c. The terms of use of paid sick days**
  - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the ROP discriminates or retaliates against the employee**
- 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request**
- 3. Provide eligible employees written notice, on their pay stub or other document issued with their paycheck, of the amount of paid sick leave they have available**
- 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years**

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

- 44964 *Power to grant leave of absence in case of illness, accident, or quarantine*
- 44965 *Granting of leaves of absence for pregnancy and childbirth*
- 44976 *Transfer of leave rights when school is transferred to another district*
- 44977 *Salary deduction during absence from duties up to five months after sick leave is exhausted*
- 44977.5 *Differential pay during parental leave up to 12 weeks after sick leave is exhausted***
- 44978 *Provisions for sick leave of certificated employees*
- 44978.1 *Inability to return to duty; placement in another position or on reemployment list*
- 44979 *Transfer of accumulated sick leave to another district*
- 44980 *Transfer of accumulated sick leave to a county office of education*
- 44981 *Leave of absence for personal necessity*
- 44983 *Exception to sick leave when district adopts specific rule*
- 44984 *Industrial accident or illness*
- 44986 *Leave of absence for disability allowance applicant*

**FEDERAL**

- 29 CFR 1635.1-1635.12 *Genetic Information Nondiscrimination Act of 2008***
- 29 cfr 825.100-825.702 *Family and Medical Leave Act of 1993***

**GOVERNMENT CODE**

- 12945.2 *California Family Rights Act***
- 12945.6 *Parental leave***

LABOR CODE

- 220 *Sections inapplicable to public employees*
- 230(c) ***Accommodations and leave for victims of domestic violence***
- 230.1(a) ***Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off***
- 233 *Illness of child, parent, spouse or domestic partner*
- 234 *Absence control policy*
- 245-249 *Health Workplaces, Healthy Families Act of 2014***

CODE OF REGULATIONS, TITLE 5

- 5601 *Transfer of accumulated sick leave*

UNITED STATES CODE, TITLE 42

- 2000ff-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

COURT DECISIONS

- Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406*

**PERSONAL ILLNESS/INJURY LEAVE**

**Purposes of Leave**

A classified employee may use personal illness or injury leave granted by the Coastline Regional Occupational Program (CROP) for the following purposes:

1. Absences caused by accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact during the performance of the employee's duties with other persons having a contagious disease (Education Code 45199)

2. Absences due to pregnancy, childbirth, and recovery (Education Code 45193)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

3. Cases of personal necessity as specified in Education Code 45207

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

4. Medical or dental appointments

5. Cases of industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

*(cf. 4261.11 - Industrial Accident/Illness Leave)*

6. Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child, up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)

**Notification of Absence**

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall notify the CROP. If the duration of absence becomes shorter than estimated, the employee shall notify the CROP not later than 3 p.m. of the day preceding the day on which he/she intends to return to work.

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **Verification Requirements**

After any absence due to illness or injury, the employee shall submit a completed and signed CROP absence form to his/her immediate supervisor.

The Superintendent or his/her designee may, at any time, require additional written verification by the employee's physician or medical practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

The Superintendent or his/her designee may require an employee to visit a physician selected by the CROP and at CROP expense in order to receive a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the statement concludes that the employee's condition does not warrant continued absence, the Superintendent or his/her designee, after giving notice to the employee, may deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

Verification requirements shall not discriminate against any employee on the basis of his/her religious practice.

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

### **Accrual of Leave**

Any classified employee employed five days a week is entitled to 12 days leave of absence, with full pay, for personal illness or injury per fiscal year. An employee who serves less than a full fiscal year or fewer than five days a week shall be granted comparable leave in proportion to the time he/she works. (Education Code 45191)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*



**PERSONAL ILLNESS/INJURY LEAVE** (continued)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new employee shall not be entitled to more than six days of such leave until he/she has completed six months of active service with the CROP. (Education Code 45191)

Unused days of personal illness or injury leave shall be accumulated from year to year without limitation. (Education Code 45191)

At the beginning of each school year, each employee shall be notified of the amount of leave which he/she has accumulated.

Upon employment with the CROP, a new classified employee shall receive credit for any personal illness or injury leave accumulated in a previous school district, county office of education, or community college district if he/she left employment with that district within the previous year and had been employed by the previous district for at least one year. If the employee's previous employment had been terminated for cause, the Board of Trustees may determine whether to accept the transfer of the accumulated leave. (Education Code 45202)

An employee who does not complete a given year of service shall be charged for any unearned personal illness or injury leave used as of the date of termination.

**Extended Sick Leave**

After an employee has exhausted all paid leave including regular sick leave, vacation and accumulated compensatory time, and is still absent from duty due to an illness or accident, he/she shall receive 50% of his/her regular salary up to five months. The sick leave, including accumulated sick leave, vacation, and accumulated compensatory time, and the five-month period shall run consecutively.

After a permanent employee who is absent because of a personal illness or injury and who has exhausted all available personal illness or injury leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. Total leave so granted shall not exceed 18 months (Education Code 45195)

When a classified employee has exhausted all available leaves, paid or unpaid, and is still not able to resume his/her duties, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able, he/she shall be reemployed in the first

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

vacancy in the classification of his/her previous assignment. The employee's reemployment shall take preference over all other applicants except those laid off for lack of work or funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

*(cf. 4216 - Probationary/Permanent Status)*

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

**Verification Requirements**

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed ROP absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

The Superintendent or designee may require an employee to visit a physician selected by the ROP and at ROP expense to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

*Legal Reference: (see next page)*

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

233 Illness of child, parent, spouse or domestic partner

COURT DECISIONS

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)



TO: Brian Dozer

FROM: Siteria Edwards

DATE: August 7, 2023

SUBJECT: Administrative Regulation Revision, Personal Leaves, 4161.2, 4261.2 and 4361.2 (All Personnel)

**Background:**

On June 1, 2023, California School Boards Association (CSBA) published a revised version of Administrative Regulation 4161.2, 4261.2, and 4361.2, Personal Leaves policy for classified, certificated, and management employees. After reviewing the changes, I believe it is necessary to incorporate these revisions into our existing policy to align with the new guidelines.

**Summary of Revisions:**

1. Language amendments: CSBA has revised the existing policy language to align with new guidelines and provide clearer and more concise information. These changes are highlighted in bold throughout the revised document.
2. Removal of outdated items: Items removed are indicated by strikeouts in the revised document.

**Recommendation:**

It is respectfully requested that the Board of Trustees approve the revision of AR 4161.2, 4261.2, and 4361.2 for all personnel. According to our board bylaws, policies may be given a first and second reading by the board. The board policies as revised will be given a second reading at a subsequent meeting. The board may make further revisions at that time. At its second reading, the policy may be adopted by a majority vote of all members of the Board. The board may waive the second reading and approve the policies at the first reading.

**PERSONAL LEAVES**

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse, and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leave in advance and prepare suitable lesson plans or instructions for a substitute employee.

*(cf. 4121 - Temporary/Substitute Personnel)*

**Bereavement**

Employees are entitled to a leave of up to ~~three days~~, or **five days** if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194; **Government Code 12945.7**)

*(cf. 4161/4261/4361 - Leaves)*

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided below. (Education Code 44981, 45207)

**Personal Necessity**

Employees may use a maximum of seven days of their accrued personal illness/injury leave during each school year for reasons of personal necessity. (Education Code 44981, 45207)

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)

**PERSONAL LEAVES (continued)**

2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)
5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or his/her designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or his/her designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. For certificated employees, advance permission also shall not be required in cases involving the serious illness of a member of the employee's immediate family. (Education Code 44981, 45207)

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed Coastline Regional Occupational Program (CROP) absence form to his/her immediate supervisor.

**Legal Duties**

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

## **PERSONAL LEAVES (continued)**

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

Employees shall be granted leaves to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the CROP office when requesting leave.

### **Leaves for Crime Victims**

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not



## PERSONAL LEAVES (continued)

feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The CROP shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

## Leaves for Victims of Crime or Abuse ~~Domestic Violence or Sexual Assault~~

An employee who is a victim of domestic violence or sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend the following activities: (Labor Code 230, 230.1., 246.5) ~~as defined by law may take time off work to obtain or attempt to obtain any relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child. (Labor Code 230)~~

~~In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)~~

1. **Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child**
2. Seek medical attention for injuries caused by domestic violence or sexual assault
3. Obtain services from a domestic violence **shelter, program, rape crisis center, or victim services organization** or agency as a result of **the crime or abuse** ~~domestic violence or sexual assault~~
4. Obtain psychological counseling related to an experience of domestic violence or sexual assault
5. Participate in safety planning and take other actions to increase safety from future ~~domestic violence or sexual assault~~ **crime or abuse**, including temporary or permanent relocation

## PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, victim advocate, or counselor that the employee was undergoing treatment for physical or receiving services for physical or mental injuries or abuse resulting from **victimization from the crime or abuse** ~~an act of domestic violence or sexual assault~~
4. **Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1**

The CROP shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

### Personal Leave for a Child Related School Activities

Any employee who is a parent/guardian, ~~or grandparent having custody~~ of one or more children who are enrolled in grades K-12, or who attend a licensed **childcare provider** ~~daycare facility~~, may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: ~~participate in school or daycare activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence.~~ (Labor Code 230.8)

*(cf. 1240 - Volunteer Assistance)*

- 1. Find, enroll, or reenroll a child in a school or with a licensed childcare provider or to participate in activities of the school or childcare provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.**
- 2. Address a school or childcare emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a childcare provider due to one of the following circumstances:**
  - a. A request by the school or childcare provider that the child be picked up**
  - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or childcare provider**
  - c. Behavioral or discipline problems**
  - d. Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays**
  - e. A natural disaster, including, but not limited to, fire, earthquake, or flood**

**For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)**

**In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.**

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent/guardian of the child may be granted by the Superintendent or his/her designee. (Labor Code 230.8)

Upon request by the Superintendent or his/her designee, the employee shall provide documentation from the school or licensed ~~day care facility~~ **childcare provider that the employee engaged in permitted child-related** ~~that he/she participated in school or licensed day care facility activities~~ on a specific date and at a particular time. (Labor Code 230.8)

### **Service on Education Boards, Committees, and State or Employee Organizations**

Upon request, certificated employees may be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees, or groups authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

**PERSONAL LEAVES (continued)**

1. The service is performed in the state of California
2. The board, commission, organization, or group informs the CROP in writing of the service
3. The board, commission, organization, or group agrees, prior to service, to reimburse CROP, upon the CROP's request, for compensation paid to the employee's substitute and for actual related administrative costs

Upon request, any certificated and classified employees shall be granted a leave of absence without loss of compensation to serve as elected officers of a district employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include but is not limited to, absence for the purpose of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

**Religious Leave**

The Superintendent or his/her designee may grant employees up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional CROP expenditures, the neglect of assigned duties, or any other unreasonable hardship on the CROP.

The Superintendent or his/her designee shall deduct the cost of a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or his/her designee.

**Spouse on Leave from Military Deployment**

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

**PERSONAL LEAVES (continued)**

The employee shall provide the Superintendent or his/her designee with notice, within two business days of receiving official notice that his/her spouse will be on leave from deployment, of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

**Leave for Emergency Duty**

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

**Civil Air Patrol Leave**

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to employees, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the CROP for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single emergency operational mission unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or his/her designee. (Labor Code 1501, 1503)

The employee shall give the CROP as much advance notice as possible of the intended dates of the leave. The Superintendent or his/her designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

*Legal Reference: (see next page)*

## PERSONAL LEAVES (continued)

### Legal Reference:

#### EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances  
44963 Power to grant leaves of absence (certificated)  
44981 Leave of absence for personal necessity (certificated)  
44985 Leave of absence due to death in immediate family (certificated)  
44987 Service as officer of employee organization (certificated)  
44987.3 Leave of absence to serve on certain boards, commissions, etc.  
45190 Leaves of absence and vacations (classified)  
45194 Bereavement leave of absence (classified)  
45198 Effect of provisions authorizing leaves of absence  
45207 Personal necessity (classified)  
45210 Service as officer of employee organization (classified)  
45240-45320 Merit system, classified employees

#### FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

#### GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations  
12945.7 Bereavement leave

#### LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies  
230.3 Leave for emergency personnel  
230.4 Leave for volunteer firefighters  
230.8 Leave to visit child's school  
233 Illness of child, parent, spouse, domestic partner or domestic partner's child  
234 Absence control policy  
1500-1507 Civil Air Patrol leave

#### MILITARY AND VETERANS CODE

395.10 Leave when spouse on leave from military deployment

#### PENAL CODE

667.5 Violent felony, defined  
1192.7 Serious felony, defined

#### CALIFORNIA CONSTITUTION

Article I, Section 8 Religious discrimination

#### UNITED STATES CODE, TITLE 29

2612 Family and Medical Leave Act, leave requirements

#### UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VII, Civil Rights Act of 1964

#### COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

### Management Resources:

#### WEB SITES

California Federation of Teachers: <http://www.cft.org>  
California School Employees Association: <http://www.csea.com>  
California Teachers Association: <http://www.cta.org>

Regulation

approved: March 15, 2012

**COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

Costa Mesa, California

TO: Brian Dozer

FROM: Siteria Edwards

DATE: August 7, 2023

SUBJECT: Administrative Regulation Revision, Family Care and Medical Leave, 4161.8, 4261.8 and 4361.8 (All Personnel)

**Background:**

On June 1, 2023, California School Boards Association (CSBA) published a revised version of Administrative Regulation 4161.8, 4261.8, and 4361.8, Family Care and Medical Leave policy for classified, certificated, and management employees. After reviewing the changes, I believe it is necessary to incorporate these revisions into our existing policy to align with the new guidelines.

**Summary of Revisions:**

1. Language amendments: CSBA has revised the existing policy language to align with new guidelines and provide clearer and more concise information. These changes are highlighted in bold throughout the revised document.
2. Removal of outdated items: Items removed are indicated by strikeouts in the revised document.

**Recommendation:**

It is respectfully requested that the Board of Trustees approve the revision of AR 4161.8, 4261.8, and 4361.8 for all personnel. According to our board bylaws, policies may be given a first and second reading by the board. The board policies as revised will be given a second reading at a subsequent meeting. The board may make further revisions at that time. At its second reading, the policy may be adopted by a majority vote of all members of the Board. The board may waive the second reading and approve the policies at the first reading.

**DRAFT**

**All Personnel**

AR 4161.8(a)

4261.8

**FAMILY CARE AND MEDICAL LEAVE**

4361.8

Coastline Regional Occupational Program (CROP) **shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL) when an employee is disabled by a pregnancy, childbirth, or related medical condition.** The CROP shall not interfere with, restrain, or deny the exercise of any employee taking such leave, opposing, or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

*(cf. 4030 - Nondiscrimination in Employment)*

**Definitions**

Any word or phrase defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined.

*Child* means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis ~~as long as the child is under 18 years of age or an adult dependent child.~~ For purposes of CFRA leave, child also includes a child of a registered domestic partner. (29 USC 2611; Government Code 12945.2, **29 CFR 825.110**)

***Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 1294.2)***

*Eligible employee, for FMLA and CFRA purposes,* means an employee who has been employed with the CROP for at least 12 months and who has at least 1,250 hours of service with the CROP during the previous 12-month period. **However, these requirements shall not apply when an employee applies for PDL.** (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

*Eligible family member* means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, an eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

***Employee disabled by pregnancy* means an employee whose health care provider states that the employee is: (2 CCR 11035)**



**FAMILY CARE AND MEDICAL LEAVE** (continued)

- 1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion**
- 2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition.**

*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. The parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

*Serious health condition* means an illness, injury (**including, but not limited to, on-the-job injuries**), impairment, or physical or mental condition **of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows:** ~~of the following:~~ (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

- 1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.**

**A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.**

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

**FAMILY CARE AND MEDICAL LEAVE** (continued)

- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a healthcare provider

*Spouse* means a partner in marriage as defined in Family Code 300 or 1 USC 7, **including same-sex partners in marriage**. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse, and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 2 CCR 7297.0)

**Eligibility/Purposes of Leave**

The CROP shall grant ~~family care and medical leave~~ **FMLA or CFRA** to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (**parental leave**)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. Because of the employee's own serious health condition that makes him/her unable to perform ~~one or more essential~~ job functions of his/her position. ~~except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions~~
4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, **or, for CFRA leave only, a registered domestic partner**, is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

**FAMILY CARE AND MEDICAL LEAVE** (continued)

4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, **or, for CFRA leave only, a registered domestic partner**, is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

In addition, **any employee who is disabled** ~~to FMLA leave for disability~~ on account of pregnancy, childbirth, or related medical condition shall be entitled to PDL for the period of disability ~~pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time,~~ not to exceed four months. **For a part-time employee, the four months shall be calculated on a proportional basis.** (Government Code 12945; 2 CCR 11037)

**Terms of Leave**

An eligible employee shall be entitled to a total of 12 work weeks of **FMLA or CFRA family care and medical leave** during any 12-month period, except in the case of leave to care for a covered service member as provided under "Military Caregiver Leave" below (29 USC 2612; Government Code 12945.2)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

**In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)**

**PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)**

AR 4161.8(d)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

### **Use/Substitution of Paid Leave**

**During any otherwise unpaid period of PDL or any FMLA or CFRA leave**, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

### **Intermittent Leave/Reduced Leave Schedule**

Leave related to the serious health condition of the employee ~~or his/her child, parent, or spouse~~ **eligible family member** may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the CROP may limit leave increments to the shortest period of time that the CROP's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

**The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions.** (2 CCR 11090; 29 USC 2612)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

**CROP may require an employee to transfer** temporarily to an available alternative position under the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child

This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transferring to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

### **Request for Leave**

An employee shall provide at least verbal notice sufficient to make the CROP aware that he/she needs **PDL** or family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, the employee must state the reason the leave is needed (e.g., the birth of a child, or medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or his/her designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The ROP shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or his/her designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. **Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying.** (2 CCR 11091)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the CROP with at least 30 days advance notice before the leave. The employee shall consult with CROP and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to CROP operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the CROP with notice as soon as practicable. (2 CCR 7297.4)

**In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)**

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

### **Certification of Health Condition**

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a healthcare provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition

**FAMILY CARE AND MEDICAL LEAVE** (continued)

3. If the employee is requesting leave to care for an **eligible family member** ~~child, parent, or spouse~~ with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of a family member to provide care, such as by **providing psychological comfort, arranging for third-party care, or directly providing or participating in the medical care of the eligible family member** during a period of treatment or supervision. ~~of the child, parent, or spouse~~
  - b. Estimated amount of time the health care provider believes the employee needs to care ~~for the child, parent, or spouse~~ of **the eligible family member**.
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to a serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of the position
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or his/her designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940).

When an employee has provided sufficient medical certification to enable the CROP to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or his/her designee shall notify the employee within five business days whether the leave is FMLA-eligible. The Superintendent or his/her designee may also retroactively designate leave as FMLA/CFRA **as appropriate notice is given to the employee** as long as there is no individualized harm to the employee. (2 CCR 11091: 29 CFR 825.301)

If the Superintendent or his/her designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a CROP-approved healthcare provider, at CROP expense. If the second opinion is contrary to the first, the Superintendent or his/her designee may require the employee to obtain a third medical opinion from a third healthcare provider approved by both the employee and the CROP, again at CROP's expense. The opinion of the third healthcare provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Certification for PDL**

**The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a healthcare provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)**

**Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)**

**If additional PDL or family care and medical leave are needed when the time estimated by the health care provider expires, the ROP may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)**

### **Fitness for Duty Upon Return to Work**

Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her healthcare provider that he/she is able to resume work. The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

### **Rights to Reinstatement**

**Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)**

**The ROP may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)**

**The ROP may refuse to reinstate an employee to the same position after taking PDL if, at**



AR 4161.8(i)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

**the time the reinstatement is requested, the employee would not otherwise have been employed in that** position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

*(cf. 4117.3 - Personnel Reduction)*  
*(cf. 4217.3 - Layoff/Rehire)*

During the period when an employee is on **Pregnancy Disability Leave** (PDL) or family care and medical leave, he/she shall maintain his/her status with the CROP and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

For a period of 12 work weeks, the CROP shall continue to provide an eligible employee on **PDL** and family medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the CROP for premiums paid during the family care and medical leave if he/she fails to return to CROP employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

### **Maintenance of Benefits**

In addition, during the period when an employee is on **PDL**, family care, and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the CROP shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Military Family Leave Resulting from Qualifying Exigencies**

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave during the 12-month period established by the CROP while a covered military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies while the employee's child, parent, spouse, or for the purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

*Covered active duty* means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty. (29 USC 2611)

*Qualifying exigencies* include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
2. Attend military events and related activities, such as any official ceremony or family assistance program related to active duty or call to active duty status
3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a covered military member's absence
5. Attend counseling provided by someone other than a healthcare provider
6. Spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment
7. Attend certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty.

AR 4161.8(k)  
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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### 9. Address any other event that the employee and CROP agree is a qualifying exigency

The employee shall provide the Superintendent or his/her designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for the first time shall provide the Superintendent or his/her designee with a copy of the covered military member's active-duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or his/her designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the CROP's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

### **Military Caregiver Leave**

The CROP shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered service member with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA-qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

**FAMILY CARE AND MEDICAL LEAVE (continued)**

2. A veteran who, within the five years preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves

*Son or daughter of a covered servicemember* means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

*Next of kin* means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)

1. For a member of the Armed Forces, an injury or illness incurred or aggravated by the member's service in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran

The employee shall provide reasonable and practicable notice of the need for leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or his/her designee with certification from an authorized healthcare provider of the servicemember that contains the information specified in 29 CFR 825.310.

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the CROP and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the CROP's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

### **Notifications**

The Superintendent or his/her designee shall provide the following notifications about state and federal law related to **Pregnancy Disability Leave (PDL)** or FMLA/CFRA:

1. **General Notice:** Information explaining the provisions of the FMLA/CFRA, and employee rights and obligations shall be posted in a conspicuous place on CROP premises, or electronically, and shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)
2. The general notice shall also explain an employee's obligation to provide the Superintendent or his/her designee with at least 30 days' notice of the need for the leave when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)
3. **Eligibility Notice:** When employee requests leave or when the Superintendent or his/her designee acquires knowledge that an employee's leave may be for an FMLA/CFRA or **PDL** qualifying reason, the Superintendent or his/her designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (29 CFR 825.300)
4. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or his/her designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)

**FAMILY CARE AND MEDICAL LEAVE (continued)**

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement, and the appropriate 12-month entitlement period if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or all to active-duty status and the consequences of failing to provide the certification.
- c. The employee's right to substitute paid leave, whether the CROP will require the substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and an explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the CROP during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or his/her designee shall, within five business days of his/her receipt of an employee's first notice of the need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 5. **Designation Notice:** When the Superintendent or his/her designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave he/she shall, within five business days, provide written notification designating the

AR 4161.8(o)  
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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the CROP requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the CROP requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the designation notice changes, the Superintendent or his/her designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

### **Records**

The Superintendent or his/her designee shall maintain records pertaining to an individual employee's use of **FMLA** or **CFRA** or **PDL** ~~family care and medical leave~~ in accordance with law. (29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; Government Code 12946)

**FAMILY CARE AND MEDICAL LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections, and benefits under the law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

**12926 Definitions**

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

**12945.6 Parental Leave**

**12946 Fair Employment and Housing Act: discrimination prohibited**

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 *Sex discrimination: pregnancy and related medical conditions*

7297.0-7297.11 *Family care leave*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage, spouse*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

**1 USC 7 Definition of Marriage and Spouse**

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

CALIFORNIA CODE OF REGULATIONS

11035-11051 *Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions*

11087-11098 *California Family Rights Act*

COURT DECISIONS

*Faust v. California Portland Cement Company*, (2007) 150 Cal.App.4th 864

*Tellis v. Alaska Airlines*, (9th Cir., 2005) 414 F.3d 1045

*Management Resources:*

FEDERAL REGISTER

*Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133*

U.S. DEPARTMENT OF LABOR PUBLICATIONS

*Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers*

WEB SITES

*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>*



TO: Board of Trustees  
FROM: Brian Dozer  
DATE: August 10, 2022  
SUBJECT: Board Bylaw Updates

**Background:**

On June 1, 2023, California School Boards Association (CSBA) published a revised version of Board Bylaw 9322 Agenda/Meeting Materials.

Additionally, on July 1, 2023, Huntington Beach Union High School District withdrew from Coastline ROP.

After reviewing the changes, I believe it is necessary to incorporate these revisions into our existing policy to align with the new guidelines and membership structure.

**Summary of Revisions:**

1. BB 9100 Annual Organization Meeting – this change removes HBUHSD from the bylaw.
2. BB 9110 Terms of Office – this change removes HBUHSD from the bylaw.
3. BB 9322 Agenda/Meeting Materials – this change will bring the bylaw into compliance with recent government code changes and is recommended by CSBA.

Please note that the proposed revisions are indicated by the use of bold letters and cross outs.

**Recommendation:**

It is respectfully requested that the Board of Trustees approve the revision of BB 9100, 9110, and 9322. According to our board bylaws, the superintendent shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary. Board bylaws follow the same procedures as those used for the adoption or amendment of Board policy.



## ORGANIZATION

### Annual Organizational Meeting

The Board of Trustees shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint a secretary to the Board
3. Authorize signatures
4. Develop a schedule of regular meetings for the year
5. Develop a Board calendar for the year
6. Designate Board representatives

*(cf. 9140 – Board Representatives)*

*(cf. 9320 – Meetings and Notices)*

### Election of Officers

The Board chooses to follow an established rotation of officers but reserves the right to alter the rotation if necessary:

Irvine Unified School District  
Newport-Mesa Unified School District  
Saddleback Valley Unified School District  
Tustin Unified school District  
~~Huntington Beach Union High School District~~

The ROP Board President shall have one year of ROP board experience prior to assuming the office of President. If the district appointee, by order of the rotation, is set to be president but does not have prior ROP board experience, the appointee will serve as vice-president and the presidency will go to the next board member in the rotation who meets the requirement. The original rotation will resume after said appointee has served as president.

No Board member shall serve more than two consecutive years in the same office.

*(cf. 9224 - Oath or Affirmation)*

**TERMS OF OFFICE**

The CROP shall be governed by a Board of Trustees consisting of one board member from each of the ~~five~~ **four** participating school districts including ~~Huntington Beach Union High School district~~, Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District, and Tustin Unified School District.

The term of office for members serving on the CROP Board shall be two years. A member may be appointed for successive terms. Each school district board may use any board member as an alternate to act as a member of the CROP Board during the absence of its regular member.

In the event of a vacancy, the district school Board having the appointment shall fill the vacancy for the remainder of the unexpired term.

*Legal Reference:*

EDUCATION CODE

*35160 Powers and Duties*

*35107 Eligibility*

*35178 Resignation*

*5090 Vacancies*

GOVERNMENT CODE

*1770 Vacancies*

## AGENDA/MEETING MATERIALS

### Agenda Content

Board of Trustees meeting agendas shall state the meeting time and ~~place~~ **location** and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9321- Closed Session Purposes and Agendas)*

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

*(cf. 9323 - Meeting Conduct)*

**The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)**

The agenda shall specify that an individual should contact the Superintendent or his/her designee if he/she requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting, **as well as the procedure for receiving and resolving such requests as required by law.** (Government Code 54954.2, **54953**)

Each meeting agenda shall list the address designated by the Superintendent or his/her designee for public inspection of agenda documents **related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents** ~~that~~ have been distributed to the Board less than 72 hours before the meeting. (Government Code **54956.9**, 54957.5)

**Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.**

## **Agenda Preparation**

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the Coastline Regional Occupational Program (CROP) vision and goals and the Board's focus on student learning **and well-being**.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 9121 - President)*

*(cf. 9122 - Secretary)*

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or his/her designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request **from a member of the public** is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation, **and if so, respond accordingly**.

**If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board take action during a Board meeting to determine whether the item shall be placed on the agenda.**

The Board president and Superintendent shall **also** decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated, **and when the item is placed on the agenda**.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

*(cf. 9323.2 - Actions by the Board)*

All public communications with the Board are subject to the requirements of relevant Board policies and administrative regulations.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 3320 - Claims and Actions Against the District)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

### **Consent Agenda/Calendar**

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent agenda items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a ~~regular~~ **separate** agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

### **Agenda Dissemination to Board Members**

At least three days before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or his/her designee's report; minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or his/her designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting. **Board members shall receive at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)**

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or his/her designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, **outside of a noticed meeting**, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

*(cf. 9012 - Board Member Electronic Communications)*

### **Agenda Dissemination to Members of the Public**

**Agenda and related materials distributed to the Board shall be made available to the public upon request without delay. However, only those documents which are**

**disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation which will be discussed in closed session shall be made available to the public. (Government Code 54956.9, 54957.5)**

**At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)**

**In addition, the Superintendent or designee shall post the agenda on the homepage of the district website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)**

**If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)**

- 1) An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting**
- 2) The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting**
- 3) The district lists the website address where such writings may be accessed on all Board meeting agendas**
- 4) A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting**

**The Superintendent or his/her designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)**



**AGENDA/MEETING MATERIALS** (continued)

**The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)**

~~If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or his/her designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, provided the document is a public record under the Public Records Act. The Superintendent or his/her designee may also post the document on the CROP's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)~~

~~(cf. 1113—District and School Web Sites)  
(cf. 1340—Access to District Records)~~

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

**Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.**

Any document prepared by the CROP or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or his/her designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

*Legal Reference: (see next page)*

**AGENDA/MEETING MATERIALS (continued)**

*Legal Reference:*

EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 ~~*Right of public to place matters on agenda*~~ ***Agenda; public participation and regulations***

**49061 *Definitions; directory information***

**49073.2 *Privacy of student and parent/guardian personal information; minutes of board meeting***

GOVERNMENT CODE

6250-6270 *Public Records Act*

53635.7 *Separate item of business*

**54953 *Meetings; Americans with Disabilities Act accessibility***

54954.1 ~~*Mailed agenda of meetings*~~ ***Request for copy of agenda or agenda packet by member of public***

54954.2 *Agenda posting requirements; board actions*

54954.3 *Opportunity for public to address legislative body*

54954.5 *Closed session item descriptions*

54956.5 *Emergency meetings*

**54956.9 *Meetings***

54957.5 *Public records*

54960.2 *Challenging board actions; cease and desist*

**7920.000 -7930-170 *California Public Records Act***

**95000-95004 *California Early Intervention Services Act***

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 *Effective communications for individuals with disabilities*

36.303 *Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services*

COURT DECISIONS

***Sierra Watch v. County of Placer (2022) 69 Cal.App.5th 86***

***Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68***

*Mooney v. Garcia, (2012) 207 Cal.App.4th 229*

*Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318*

*Management Resources:*

CSBA PUBLICATIONS

*Call to Order: A Blueprint for Great Board Meetings, 2010*

*The Brown Act: School Boards and Open Meeting Laws, rev. 2009*

ATTORNEY GENERAL PUBLICATIONS

*The Brown Act: Open Meetings for Legislative Bodies, rev. 2003*

ATTORNEY GENERAL OPINION

***99 Ops. Cal. Atty. Gen. 11 (2016)***

***78 Ops. Cal. Atty. Gen. 327 (1995)***

WEB SITES

CSBA, Agenda Online: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

TO: Board of Trustees

FROM: Sesar Morfin

DATE: August 07, 2023

SUBJECT: Inventory Deletion Report

Issue/Background. The withdrawal of the Huntington Beach Union High School District (HBUHSD) from the Joints Powers Agreement (JPA) became effective on July 1, 2023. Based on guidance from the California Department of Education, the California Community College Chancellor's Office, and our legal counsel, any supplies/equipment purchased with Career Technical Education Incentive Grant (CTEIG) or K12 Strong Workforce Program (SWP) monies on behalf of HBUHSD shall become the property of the HBUHSD after their withdrawal from the JPA.

The ROP has completed a full analysis of those items currently in the possession of HBUHSD which were purchased with non-CTEIG or SWP monies. Based on this analysis, the ROP has determined that these items currently have little to no fair market value. Given this fact along with the guidance received by our legal counsel, the ROP recommends that the ownership of these items be transferred to HBUHSD. Once these items are transferred, HBUHSD will be solely responsible for the storage, maintenance, transportation, and eventual disposal of such property.

Financial Implication. None

Recommendation. It is respectfully requested that the Board of Trustees approve the inventory deletion report which transfers ownership of the identified items to HBUHSD.

Enclosure



Coastline Regional Occupational Program  
Inventory Deletion Report

Board Meeting Date: August 17, 2023

<u>Inv#</u>	<u>Description</u>	<u>Location</u>	<u>Price</u>	<u>Purchase Date</u>	<u>Status</u>	<u>Method of Disposal</u>
<b>COMPUTERS/TECHNOLOGY</b>						
1691	Refrigerator	VVH	\$499.99	9/29/1987	On Site	District Donation
2767	Mannequin	WHS	\$1,094.49	6/10/1994	On Site	District Donation
2782	Television	VVH	\$532.29	6/30/1994	On Site	District Donation
3428	Saw, circular	HBH	\$268.30	2/22/2000	On Site	District Donation
3746	Staple gun	HBH	\$203.18	9/14/2001	On Site	District Donation
3940	Compressor	HBH	\$267.22	9/19/2002	On Site	District Donation
3979	Stapler	HBH	\$362.04	11/6/2003	On Site	District Donation
3996	Data Projector	HBH	\$3,340.25	6/30/2003	On Site	District Donation
3996	Screen, projector	HBH	\$886.78	6/30/2003	On Site	District Donation
4252	Data Projector	FVH	\$1,681.98	8/23/2004	On Site	District Donation
4270	Data Projector	WHS	\$1,543.21	9/15/2004	On Site	District Donation
4343	Camera, digital	VVH	\$289.23	12/22/2004	On Site	District Donation
4402	Mannequin	VVH	\$538.76	4/8/2005	On Site	District Donation
4415	Proofing Cabinet	VVH	\$2,054.05	6/30/2005	On Site	District Donation
4556	Mannequin	VVH	\$835.00	9/18/2006	On Site	District Donation
4561	Chair	WMM	\$563.53	9/11/2006	On Site	District Donation
4648	Refrigerator	VVH	\$1,964.50	8/1/2007	On Site	District Donation
5070	Range	VVH	\$1,719.62	6/18/2009	On Site	District Donation
5256	Projector	VVH	\$595.95	7/15/2010	On Site	District Donation
5356	CPU	FVH	\$765.05	4/11/2011	On Site	District Donation
5417	Manniquin	WHS	\$969.75	8/16/2011	On Site	District Donation
5419	Mannequin	WHS	\$527.44	8/17/2011	On Site	District Donation
5420	Mannequin	WHS	\$527.44	8/17/2011	On Site	District Donation
5428	Skeleton	WHS	\$365.51	8/17/2011	On Site	District Donation
5429	Board, spine	WHS	\$183.16	8/17/2011	On Site	District Donation
5430	Mannequin	WHS	\$468.71	8/17/2011	On Site	District Donation
5431	Mannequin	WHS	\$768.71	8/17/2011	On Site	District Donation
5433	Splint, traction	WHS	\$215.49	8/16/2011	On Site	District Donation
5451	Cabinet, storage	WHS	\$314.60	9/1/2011	On Site	District Donation
5452	Cabinet, storage	WHS	\$314.60	9/1/2011	On Site	District Donation
5462	AED Trainer	WHS	\$438.54	9/12/2011	On Site	District Donation
5624	Mannequin	VVH	\$517.20	8/7/2012	On Site	District Donation
5750	Laptop	VVH	\$870.17	02/05/13	On Site	District Donation
5806	Laptop	West Mall	\$1,003.29	10/11/13	On Site	District Donation
5843	Lights, Spot	HBH	\$9,718.92	07/30/14	On Site	District Donation
5844	Lights, Spot	HBH	\$9,718.92	07/30/14	On Site	District Donation
5845	Lights, Spot	HBH	\$9,718.92	07/30/14	On Site	District Donation

Coastline Regional Occupational Program  
Inventory Deletion Report

Board Meeting Date: August 17, 2023

<u>Inv#</u>	<u>Description</u>	<u>Location</u>	<u>Price</u>	<u>Purchase Date</u>	<u>Status</u>	<u>Method of Disposal</u>
6339	Airway mgmt trainer manikin	EDH	\$2,344.52	09/19/16	On Site	District Donation
6369	SimPad SkillReporter	FVH	\$1,750.79	11/07/16	On Site	District Donation
6374	Resusci Anne QCPR-full body	FVH	\$2,189.72	11/07/16	On Site	District Donation
6435	Storage cabinet, tan	MAR	\$525.28	02/17/17	On Site	District Donation
6437	Compact suction unit	VVH	\$729.00	03/10/17	On Site	District Donation
6599	Airway mgmnt trainer torso & head	WHS	\$2,396.47	11/29/17	On Site	District Donation
6664	compact suction unit	WHS	\$595.80	08/16/18	On Site	District Donation
6665	neck cpl	WHS	\$545.20	08/16/18	On Site	District Donation
6760	Atomos Shogun Flame with power kit	HBH	\$958.98	04/09/19	On Site	District Donation
6849	Latitude E7470 Laptop 14"	EDH	\$540.29	02/19/20	On Site	District Donation
6870	workstation desk	MAR	\$649.99	11/05/20	On Site	District Donation
6871	suction pump 800 ml	FVH	\$636.67	01/14/21	On Site	District Donation
6872	splint kit in carry case	FVH	\$333.67	11/05/20	On Site	District Donation
6877	jackery portable power supply	MAR	\$1,077.49	11/19/20	On Site	District Donation
6878	unisex torso 12 parts	MAR	\$595.43	12/02/20	On Site	District Donation
6879	unisex torso 12 parts	EDH	\$595.43	12/02/20	On Site	District Donation
6880	Video camera bundle	MAR	\$2,095.73	12/01/20	On Site	District Donation
6883	rescue Randy manikin	EDH	\$1,563.56	12/18/20	On Site	District Donation
6884	rescue Randy manikin	MAR	\$1,563.56	12/18/20	On Site	District Donation
6885	rescue Randy manikin	WHS	\$1,563.56	12/18/20	On Site	District Donation
6886	rescue Randy manikin	VVH	\$1,563.56	12/18/20	On Site	District Donation
6887	rescue Randy manikin	FVH	\$1,563.56	12/18/20	On Site	District Donation
6888	life form first aid arm	FVH	\$809.96	01/08/21	On Site	District Donation
6889	life-size deluxe muscle leg model	MAR	\$1,570.03	01/08/21	On Site	District Donation
6891	airway management trainer	FVH	\$2,457.76	01/14/21	On Site	District Donation
6892	life-size deluxe muscle leg model	EDH	\$1,570.03	01/08/21	On Site	District Donation
6900	LG Gram Laptop	VVH	\$1,526.55	03/30/21	On Site	District Donation
6901	LG Gram Laptop	OVH	\$1,526.55	03/30/21	On Site	District Donation
6907	LG Gram Laptop	WHS	\$1,526.55	03/30/21	On Site	District Donation
6910	LG Gram Laptop	FVH	\$1,526.55	03/30/21	On Site	District Donation
6914	LG Gram Laptop	EDH	\$1,526.55	03/30/21	On Site	District Donation
6969	Profile nugget Ice maker	OVH	\$591.55	08/31/21	On Site	District Donation
6990	gardyn home kit	OVH	\$1,293.00	09/16/21	On Site	District Donation
6991	20V cordless compact drill	HBH	\$843.68	10/14/21	On Site	District Donation
6992	20V cordless compact drill	HBH	\$843.68	10/14/21	On Site	District Donation
6993	sonicator ultrasound machine	HBH	\$1,847.00	10/22/21	On Site	District Donation
6994	laser one touch	MAR	\$531.79	10/22/21	On Site	District Donation
6995	laser one touch	HBH	\$531.79	10/22/21	On Site	District Donation
6996	sonicator ultrasound machine	EDH	\$1,829.60	10/22/21	On Site	District Donation
7000	laser one touch	EDH	\$531.79	10/22/21	On Site	District Donation
7004	2.0 full body	HBH	\$2,061.29	11/04/21	On Site	District Donation
7005	2.0 full body	MAR	\$2,061.29	11/04/21	On Site	District Donation

Coastline Regional Occupational Program  
Inventory Deletion Report

Board Meeting Date: August 17, 2023

<u>Inv#</u>	<u>Description</u>	<u>Location</u>	<u>Price</u>	<u>Purchase Date</u>	<u>Status</u>	<u>Method of Disposal</u>
7007	sonicator ultrasound machine	MAR	\$1,829.60	11/05/21	On Site	District Donation
7010	2.0 full body	EDH	\$2,041.86	10/28/21	On Site	District Donation
7011	50" TV monitor	HBH	\$646.49	11/29/21	On Site	District Donation
7012	17" Gram Core i7	WHS	\$1,790.83	11/30/21	On Site	District Donation
7013	rokit 7 G4	HBH	\$505.55	12/01/21	On Site	District Donation
7014	rokit 7 G4	HBH	\$505.55	12/01/21	On Site	District Donation
7031	ambulance cot	FVH	\$4,459.11	01/21/22	On Site	District Donation
7125	industrial metal storage cabinet	MAR	\$563.55	11/09/21	On Site	District Donation
7129	20' storage container	MAR	\$6,125.25	11/30/21	On Site	District Donation
7206	11" iPad pro	HBH	\$1,079.66	10/12/22	On Site	District Donation
7207	10.9" iPad air	HBH	\$842.61	10/12/22	On Site	District Donation
7208	10.9" iPad air	HBH	\$842.61	10/12/22	On Site	District Donation
7209	10.9" iPad air	HBH	\$842.61	10/12/22	On Site	District Donation
7210	10.9" iPad air	HBH	\$842.61	10/12/22	On Site	District Donation
7213	10.9" iPad air	HBH	\$842.61	10/12/22	On Site	District Donation
7214	jet 15' floor standing drill	HBH	\$1,325.31	10/20/22	On Site	District Donation
7215	52 X 25 in. standard duty work bench	HBH	\$644.35	10/20/22	On Site	District Donation
7247	DesignJet large format wireless plotter printer	HBH	\$2,035.95	11/07/22	On Site	District Donation
7250	theragun pro handheld massage gun	HBH	\$537.67	11/22/22	On Site	District Donation
7251	theragun pro handheld massage gun	HBH	\$537.67	11/22/22	On Site	District Donation
7252	theragun pro handheld massage gun	HBH	\$537.67	11/22/22	On Site	District Donation
7253	theragun pro handheld massage gun	HBH	\$537.67	11/22/22	On Site	District Donation
7254	theragun pro handheld massage gun	HBH	\$537.67	11/22/22	On Site	District Donation
7255	theragun pro handheld massage gun	MAR	\$537.67	11/22/22	On Site	District Donation
7256	theragun pro handheld massage gun	MAR	\$537.67	11/22/22	On Site	District Donation
7257	theragun pro handheld massage gun	MAR	\$537.67	11/22/22	On Site	District Donation
7258	theragun pro handheld massage gun	MAR	\$537.67	11/22/22	On Site	District Donation
7260	theratouch LX2 laster	HBH	\$4,560.06	12/06/22	On Site	District Donation
7261	theragun pro-handheld massage gun	EDH	\$537.67	12/07/22	On Site	District Donation
7262	theragun pro-handheld massage gun	EDH	\$537.67	12/07/22	On Site	District Donation
7263	theragun pro-handheld massage gun	EDH	\$537.67	12/07/22	On Site	District Donation
7264	theragun pro-handheld massage gun	EDH	\$537.67	12/07/22	On Site	District Donation
7265	theragun pro-handheld massage gun	EDH	\$537.67	12/07/22	On Site	District Donation
7323	game ready full leg boot wrap	HBH	\$818.90	01/19/23	On Site	District Donation
7324	game ready shoulder wrap	HBH	\$543.06	01/19/23	On Site	District Donation
7325	game ready ice machine GR Pro	HBH	\$3,116.94	01/19/23	On Site	District Donation
7353	L7 HD3 wireless scanner	HBH	\$4,703.29	01/31/23	On Site	District Donation
7372	theratouch EX4 w/therapy cart	HBH	\$2,580.61	02/09/23	On Site	District Donation
7373	alice knee simulator with base	HBH	\$2,081.45	02/14/23	On Site	District Donation
7374	inbody 270 composition analyzer	HBH	\$6,177.58	02/13/23	On Site	District Donation

Coastline Regional Occupational Program  
Inventory Deletion Report

Board Meeting Date: August 17, 2023

<u>Inv#</u>	<u>Description</u>	<u>Location</u>	<u>Price</u>	<u>Purchase Date</u>	<u>Status</u>	<u>Method of Disposal</u>
7375	theratouch LX2 laser	HBH	\$4,539.78	02/13/23	On Site	District Donation
7428	24" consumer grade monitor	HBH	\$802.95	03/01/23	On Site	District Donation
7431	game ready ice machine GRPro 2.1	MAR	\$3,116.94	03/07/23	On Site	District Donation
7432	game ready full leg boot wrap	MAR	\$818.90	03/07/23	On Site	District Donation
7433	game ready shoulder wrap	MAR	\$543.06	03/07/23	On Site	District Donation
7434	game ready ice machine GRPro 2.1	EDH	\$3,116.94	03/07/23	On Site	District Donation
7435	game ready shoulder wrap	EDH	\$543.06	03/07/23	On Site	District Donation
7436	game ready full low boot wrap	EH	\$818.90	03/07/23	On Site	District Donation
7437	anatomage table - convertible	HBH	\$84,217.31	03/17/23	On Site	District Donation

  
 \_\_\_\_\_  
 Chief Business Official

Obsolete refers to the equipment can no longer handle the demands of the organization and/or vendors no longer support service maintenance agreements; beyond repair refers to the equipment being unrepairable or too costly to repair.



TO: Board of Trustees

FROM: Sesar Morfin

DATE: August 07, 2023

SUBJECT: Quarterly Report of Investment Performance and Annual Policy Review

Per our Investment Policy BP 3430, I am presenting the quarterly report of investment performance for the quarter ending June 30, 2023.

The ROP’s funds are deposited in the Orange County Treasurer’s Money Market Educational Investment Pool and Extended Fund, except for a small amount of funds that are in our Revolving Cash and Clearing accounts at Farmers and Merchants Bank. The Cash Availability Projection indicates our cash flow needs will be met for the next six months.

In addition, our investment policy, which follows, requires annual review by the board. There have been no changes in law necessitating any changes in policy.

- The investment report is for the month and quarter ending June 30, 2023.
- The combined gross monthly yield was as follows for the investments referenced below:

Investments	April Yield	May Yield	June Yield
Combined OC Educational Investment Pool, Educational Money Market Fund, and Extended Fund	3.539%	3.596%	3.732%

These investments continue to perform well, and yields are higher than what was expected in terms of our budget for the year.

Based on cash availability projections, the Treasurer indicated the pool can meet projected cash flow requirements through December 31, 2023.

In addition to these funds, Coastline also has funds deposited in a section 115 trust fund for the purpose of funding our long-term liabilities for Other Post-Employment Benefits (OPEB) for our retirees. The Board of Trustees authorized the establishment of this fund in May of 2021 and the first deposit was made into the fund in June 2021, in the amount of approximately \$25,846. A second deposit was made into the fund in September 2021, in the amount of approximately \$10,014. This deposit was Coastline’s yearly contribution for the 2021-2022 year to this fund. The most recent deposit made into the account was this past July in the amount of \$10,000 which is the yearly contribution for the 2022-2023 year.

The three-month investment performance for this fund was 3.43%. The previous three-month investment performance for this fund was 4.90%. Although this investment did generate a positive return for the third consecutive quarter, previously there were several consecutive quarters of losses that need to be made up for, but it is a positive sign that there has finally been some stability in the performance of the investment. Our balance in this fund as of June 30, 2023, was approximately \$44,364.

Currently, Coastline is utilizing a balanced index investment strategy. This is a moderately aggressive investment strategy which targets a moderate amount of current income with moderate capital growth. Our goal is to earn 6% - 8% on our investment on an annual basis over the long-term (5+ years). Staff recommends that we leave the investment strategy intact while continuing to closely monitor the performance of this investment and keeping the Board of Trustees informed.

I will be happy to answer any questions regarding this material at the board meeting.

Enclosure

## COASTLINE REGIONAL OCCUPATIONAL PROGRAM

### **Business and Noninstructional Operations**

BP 3430(a)

### **INVESTING**

All or part of the special reserve fund of the Coastline Regional Occupational Program (CROP), or any surplus monies not required for the immediate necessities of CROP, may be invested as allowed by law for public funds. (Education Code 41015; Government Code 16430, 53601-53609, 53635)

The Board recognizes the importance of overseeing investments made with CROP funds, including investments by the county treasurer. The Superintendent or his/her designee shall maintain ongoing communication with any county committee established for the purpose of overseeing county investments. In addition, the Superintendent or his/her designee shall keep the Board informed about county policies that guide the investment of these funds.

### **Annual Statement of Investment Policy**

CROP's chief business official shall annually provide to the Board and any CROP investment oversight committee a statement of the CROP's investment policy or, if all CROP surplus funds are invested with the county treasurer, the county's investment policy.

At a public meeting, the Board shall review this policy and discuss any changes to be made. (Government Code 53646)

### **Quarterly Investment Reports**

CROP's chief business official shall provide the Board, Superintendent, and internal auditor with quarterly reports of CROP investments in individual accounts that are \$25,000 or more.

### **Legal Constraints**

Pursuant to California Education Code 41001, CROP shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper funds of CROP, except as otherwise provided herein.

### **Authorized Investments**

CROP will make investments in the context of the "Prudent Investor Rule" (Civil Code 2261 et seq.), which in substance states that:

"Investment shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

**INVESTING** (continued)

CROP shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the CROP shall be available for investment ("funds available for investment") under the conditions set forth in this policy. These funds may be invested as follows:

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The CROP may invest up to one-hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies. The CROP may invest up to one-hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.

Monies received from the sources, or for the purposes, listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully-insured or collateralized account(s) or instrument(s). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

1. Cash Clearing Account: To deposit accounts receivable checks then write check to County Superintendent once checks have cleared
2. Revolving Cash: Emergency transactions for payroll and accounts payable

*Legal Reference: (see next page)*

**INVESTING** (continued)

*Legal Reference:*

EDUCATION CODE

- 41001 Deposit of money in county treasury*
- 41002 General fund deposits and exceptions*
- 41002.5 Deposit of certain funds in insured institutions*
- 41003 Funds received from rental of real property*
- 41015 Authorization of and limitation investment of district funds*
- 41017 Deposit of miscellaneous receipts*
- 41018 Disposition of money received*
- 42840-42843 Special reserve fund*

GOVERNMENT CODE

- 16430 Eligible securities for investment of surplus money*
- 17581.5 Mandates contingent upon state funding*
- 27000.3 Fiduciary for deposits in county treasury*
- 27130-27137 County treasury oversight committees*
- 53600-53609 Investment of surplus*
- 53630-53686 Deposit of funds, especially:*
  - 53635 Local agency funds; deposit or investment*
  - 53646 Treasurer reports and statements of investment policy*
  - 53852.5 Investment term for funds designated for repayment of notes*
  - 53859.02 Borrowing by local agency*

*Management Resources:*

CSBA PUBLICATIONS

*Maximizing School Board Governance: Fiscal Accountability, 2005*

*School Finance CD-ROM, 2005*

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS

*Local Agency Investment Guidelines, 2002, rev. 2004*

WEB SITES

*California State Treasurer's Office, California Debt and Investment Advisory Commission:*

*<http://www.treasurer.ca.gov/cdiac>*



**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**ORANGE COUNTY INVESTMENT FUND (OCIF)**  
**ORANGE COUNTY TREASURER'S POOL (OCTP) AND SPECIFIC INVESTMENT ACCOUNTS <sup>(1)</sup>**  
**FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: June 30, 2023**

**OCTP INVESTMENT STATISTICS - By Reporting Entity**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 06/30/2023	MONTHLY Gross Yield	QUARTER Gross Yield	Annual Gross Yield	Current NAV
Orange County Investment Pool (OCIP)	MARKET Value \$ 5,862,622,195	225	3.775%	3.732%	3.622%	2.592%	0.9901
	COST (Capital) \$ 5,879,505,411						
	MONTHLY AVG Balance \$ 6,054,918,614						
	QUARTERLY AVG Balance \$ 6,687,862,132						
	ANNUAL AVG Balance \$ 6,226,390,631						
	BOOK Value \$ 5,920,645,669						
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 8,736,272,278	225	3.775%	3.732%	3.622%	2.635%	0.9901
	COST (Capital) \$ 8,761,887,936						
	MONTHLY AVG Balance \$ 8,445,179,604						
	QUARTERLY AVG Balance \$ 8,395,030,450						
	ANNUAL AVG Balance \$ 7,330,357,038						
	BOOK Value \$ 8,823,904,674						

**INVESTMENT STATISTICS - Specific Investment Accounts**

DESCRIPTION	CURRENT BALANCE	BY SPECIFIC INVESTMENT			
		Fund	Market Value	Book Value	Current NAV
<b>Specific Investment Funds:</b>	Specific Investment Totals:				
Pension Prepayment-CEO (PP-CEO)	MARKET Value \$ 558,623,589	PP-CEO	\$ 503,744,339	508,270,854	0.9911
Fountain Valley School District Fund 40 (FVSD)	COST (Capital) \$ 556,859,572	FVSD	32,762,230	34,066,119	0.9617
CCCD Series 2017E Bonds (CCCD)	MONTHLY AVG Balance \$ 556,853,621	CCCD	22,117,020	23,161,909	0.9549
	QUARTERLY AVG Balance \$ 556,884,407				
	ANNUAL AVG Balance \$ 304,849,958				
	BOOK Value \$ 565,498,882				

**OCIF TOTALS**

INVESTMENTS		YEAR-TO-DATE EARNINGS	
OCIP	\$ 5,879,505,411	OCIP	163,698,133
OCEIP	8,761,887,936	OCEIP	195,158,055
Specific Investment	556,859,572		
Cash	55,688,730		
<b>Total Assets in the County Treasury</b>	<b>\$ 15,253,941,649</b>	<b>Total OCTP Year-To-Date Earnings</b>	<b>\$ 358,856,188</b>

**KEY POOL STATISTICS**

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCIP - YTD NET YIELD	2.553%	OCTP	225
OCEIP - YTD NET YIELD	2.596%	LGIP (Standard & Poors)	30
90-DAY T-BILL YIELD - MONTHLY AVERAGE	5.287%		

(1) Reported in compliance with Government Code Section 53646 (b)(1), with 2023 IPS requiring at least quarterly reporting per Government Code Section 53646 (d).  
(2) The current OCTP level NAVs for OCIP and OCEIP have both increased slightly to 0.9901. Short-term rates continue to rise, causing the market values on OCIP, OCEIP, FVSD, and CCCD to continue to stay below book values. PP-CEO has also decreased slightly to 0.9911. The OCIP, OCEIP, PP-CEO, FVSD, and CCCD have sufficient liquidity to meet projected cash flow needs.  
(3) Specific Investment Account set up in January, 2023 for plan sponsor pension payments authorized by CEO.

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	JUNE 2023	MAY 2023	INCREASE (DECREASE)	NET CHANGE %	JUNE 2022	INCREASE (DECREASE)	NET CHANGE %
<b>Orange County Investment Pool (OCIP)</b>							
End Of Month Market Value <sup>1</sup>	\$ 5,862,622,195	\$ 6,092,473,079	\$ (229,850,884)	-3.77%	\$ 5,790,272,296	\$ 72,349,899	1.25%
End Of Month Book Value <sup>1</sup>	\$ 5,920,645,669	\$ 6,156,932,409	\$ (236,286,740)	-3.84%	\$ 5,881,937,318	\$ 38,708,351	0.66%
Monthly Average Balance	\$ 6,054,918,614	\$ 6,580,050,682	\$ (525,132,068)	-7.98%	\$ 6,035,299,764	\$ 19,618,850	0.33%
Year-To-Date Average Balance	\$ 6,226,390,631	\$ 6,241,978,997	\$ (15,588,365)	-0.25%	\$ 5,868,491,101	\$ 357,899,530	6.10%
Monthly Accrued Earnings <sup>3</sup>	\$ 18,716,256	\$ 20,265,091	\$ (1,548,835)	-7.64%	\$ 3,858,192	\$ 14,858,064	385.10%
Monthly Net Yield <sup>3</sup>	3.732%	3.566%	0.166%	4.66%	0.702%	3.030%	431.62%
Year-To-Date Net Yield <sup>3</sup>	2.553%	2.451%	0.102%	4.15%	0.471%	2.082%	441.95%
Annual Estimated Gross Yield <sup>4</sup>	2.500%	2.500%	0.000%	0.00%	0.523%	1.977%	378.01%
Weighted Average Maturity (WAM) <sup>5</sup>	225	227	(2)	-0.88%	282	(57)	-20.21%
<b>Orange County Educational Investment Pool (OCEIP)</b>							
End Of Month Market Value <sup>1,2</sup>	\$ 8,736,272,278	\$ 8,419,878,599	\$ 316,393,679	3.76%	\$ 6,590,844,528	\$ 2,145,427,750	32.55%
End Of Month Book Value <sup>1,2</sup>	\$ 8,823,904,674	\$ 8,509,930,545	\$ 313,974,129	3.69%	\$ 6,697,653,627	\$ 2,126,251,047	31.75%
Monthly Average Balance <sup>2</sup>	\$ 8,445,179,604	\$ 8,536,437,282	\$ (91,257,678)	-1.07%	\$ 6,469,471,054	\$ 1,975,708,550	30.54%
Year-To-Date Average Balance <sup>2</sup>	\$ 7,330,357,038	\$ 7,229,009,532	\$ 101,347,506	1.40%	\$ 5,665,497,320	\$ 1,664,859,718	29.39%
Monthly Accrued Earnings <sup>3</sup>	\$ 26,170,639	\$ 26,369,095	\$ (198,456)	-0.75%	\$ 3,704,272	\$ 22,466,367	606.50%
Monthly Net Yield <sup>3</sup>	3.732%	3.566%	0.166%	4.66%	0.698%	3.034%	434.67%
Year-To-Date Net Yield <sup>3</sup>	2.596%	2.477%	0.119%	4.79%	0.480%	2.116%	440.87%
Annual Estimated Gross Yield <sup>4</sup>	2.500%	2.500%	0.000%	0.00%	0.531%	1.969%	370.81%
Weighted Average Maturity (WAM) <sup>5</sup>	225	227	(2)	-0.88%	287	(62)	-21.60%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust. Market values for OCIP and OCEIP are lower than book values. Short-term rates have risen sharply this past year causing the market values on these pools to be slightly below book values. The OCIP and OCEIP have sufficient liquidity to meet projected cash flow needs.

<sup>2</sup> The OCEIP End of Month Market Value, End of Month Book Value, Monthly Average Balance and Year-To-Date Average Balance are higher than the prior year primarily due to funding for new District programs by federal and state governments.

<sup>3</sup> The OCIP and OCEIP Monthly Accrued Earnings, Monthly Net Yields and Year-To-Date Net Yields are higher than the prior year, due to increased average monthly balances and higher interest rates, with the FOMC raising short-term rates by 3.50% since July 1, 2022.

<sup>4</sup> The OCIP and OCEIP Annual Estimated Gross Yields are higher than the prior year due to continued higher yields from short-term rate increases. The OCIP and OCEIP Annual Estimated Gross Yields for June 2022 are reported at the actual annual gross yields for FY 21-

<sup>5</sup> The OCIP and OCEIP WAM decreased from the prior year due to shorter term purchases in a rising interest rate environment.



**ORANGE COUNTY TREASURER-TAX COLLECTOR  
CASH AVAILABILITY PROJECTION  
FOR THE SIX MONTHS ENDING December 31, 2023**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Treasurer's Pool (OCTP) to meet expenditure requirements for the next six months.

The OCTP consists of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending December 31, 2023, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

<b>ORANGE COUNTY TREASURER'S POOL</b>				
<b>Month</b>	<b>Investment Maturities</b>	<b>Projected Deposits</b>	<b>Projected Disbursements</b>	<b>Cumulative Available Cash</b>
June 2023 - Ending Cash				\$ 40,927,514
July	\$ 1,536,004,785	\$ 662,450,588	\$ 1,452,344,965	787,037,922
August	1,041,125,219	852,423,692	1,221,740,694	1,458,846,139
September	1,113,542,698	1,017,977,691	1,238,655,330	2,351,711,198
October	1,075,295,563	1,671,713,861	1,353,501,327	3,745,219,295
November	769,093,417	1,733,843,445	1,525,891,112	4,722,265,045
December	210,281,347	3,537,363,109	1,993,313,721	6,476,595,780

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**STATEMENT OF ACCOUNTABILITY**  
**FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED JUNE 30, 2023**

	<u>Month</u>	<u>Quarter</u>	<u>Year</u>
<b>Treasurer's Accountability at the Beginning of the Period:</b>	<b>\$ 15,366,996,167</b>	<b>\$ 14,836,332,946</b>	<b>\$ 13,003,982,916</b>
<b>Cash Receipts:</b>			
County	493,261,126	3,750,490,679	14,014,902,067
School and Community College Districts	1,197,694,141	3,915,795,611	12,521,067,326
<b>Total Cash Receipts</b>	<u>1,690,955,267</u>	<u>7,666,286,290</u>	<u>26,535,969,393</u>
<b>Cash Disbursements:</b>			
County	831,445,692	4,324,304,186	14,177,605,114
School and Community College Districts	972,513,945	2,924,247,760	10,554,017,853
<b>Total Cash Disbursements</b>	<u>1,803,959,637</u>	<u>7,248,551,946</u>	<u>24,731,622,967</u>
<b>Net Change in Cost Value of Pooled Assets</b>	<u>(113,004,371)</u>	<u>417,734,343</u>	<u>1,804,346,425</u>
<b>Net Increase in Specific Investments</b>	(50,148)	(125,641)	445,612,307
<b>Treasurer's Accountability at the End of the Period:</b>	<b>\$ 15,253,941,649</b>	<b>\$ 15,253,941,649</b>	<b>\$ 15,253,941,649</b>
<b>Assets in the Treasury at the End of the Period (at Cost Value):</b>			
<b>Pooled Investments:</b>			
Orange County Treasurer's Pool			\$ 14,641,393,347
<b>Total Pooled Investments</b>			<u>14,641,393,347</u>
<b>Specific Investments:</b>			
Fountain Valley School District Fund 40			33,961,748
CCCD Series 2017E Bonds			23,984,699
Pension Prepayment - CEO			498,913,125
<b>Total Specific Investments</b>			<u>556,859,572</u>
<b>Cash:</b>			
Cash in Banks			55,576,181
Cash - Other			112,549
<b>Total Cash</b>			<u>55,688,730</u>
<b>Total Assets in the Treasury at the End of the Period:</b>			<b>\$ 15,253,941,649</b>

TRUSTED SOLUTIONS. LASTING RESULTS.

Monthly Account Report for the Period  
06/01/2023 to 06/30/2023

Sesar Morfin

**COASTLINE ROP**  
*Coastline Regional Occupational Program PARS PAPEBT*

### Plan Summary

Beginning Plan Value as of 06/01/2023	\$42,679.33
Change in Plan Value	\$1,684.29
Ending Plan Value as of 06/30/2023	\$44,363.62

### Activity Summary by Source

Source	Balance on 06/01/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Balance on 06/30/2023
OPEB	\$42,679.33	\$0.00	\$1,703.88	\$(19.59)	\$0.00	\$0.00	\$44,363.62
<b>Totals</b>	<b>\$42,679.33</b>	<b>\$0.00</b>	<b>\$1,703.88</b>	<b>\$(19.59)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$44,363.62</b>

### Transactions for the Period

Source	Date	Description	Amount
OPEB	06/26/2023	ASSET MGMT FEES	\$(10.70)
OPEB	06/26/2023	INTER-ACCOUNT TRANSFER IN	\$8.89
OPEB	06/26/2023	INTER-ACCOUNT TRANSFER OUT	\$(8.89)
OPEB	06/27/2023	TRUST ADMINISTRATOR FEES	\$(8.89)
OPEB	06/30/2023	ACCOUNT GAINS/(LOSSES)	\$1,703.88

### Investment Selection

Source	Selected Investment
OPEB	US Bank Balanced Index

### Investment Objective

Selected Investment	Description
US Bank Balanced Index	Dual goals are to provide a moderate amount of current income with moderate capital growth. Income production and longer term growth of capital.

### Investment Performance

Source	1-Month	3-Month	1-Year	Annualized Return			Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.99%	3.43%	9.52%	-	-	-	06/17/2021

TRUSTED SOLUTIONS. LASTING RESULTS.

Monthly Account Report for the Period  
06/01/2023 to 06/30/2023

Sesar Morfin

**COASTLINE ROP**  
**Coastline Regional Occupational Program PARS PAPEBT**

*Information as provided by US Bank, Trustee for PARS. Investments are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal. Past performance does not guarantee future results. Account balances are inclusive of Trust Administration, Trustee and Investment Management fees if applicable. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Annualized Return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return. Information is deemed reliable but may be subject to change. The plan's Rate of Return may differ from the rate of return in the above linked document. Reasons for the difference may include the timing of transactions into and out of the plan, the duration of time the plan's funds reside in the sweep account and differences in the methodology used to calculate performance.*

**COASTLINE ROP  
REGULAR BOARD MEETING  
Minutes  
June 15, 2023**

The Board of Trustees of Coastline ROP met in regular session on June 15, 2023, in the boardroom at 1001 Presidio Square, Costa Mesa, California. The meeting was called to order at 8:33 a.m. by Suzie Swartz.

<u>Present Members</u>	<u>Other</u>			
Suzie Swartz	Brian Dozer	Kim Thomason	Kasey Eckels	Jeanne Bennett
Lauren Brooks	J. S. Coke	Ulises Garcia	Michelle Taliaferro	Siteria Edwards
Bonnie Castrey	Sesar Morfin	James Piccola	Alex Perez	Dana Lynch
Jonathan Stone	Debbie Ludwig	Krista Ganga	Karen Tracy	Carol Crane
	Rocky Murray	Izabel Burdge	Rachel Kreger	

Updated Attendance

Michelle Barto was updated to present at 8:40 a.m.

**CLOSED SESSION**                      There was nothing to report out of closed session. Open session convened at 9:30 a.m.

**ADOPTION OF AGENDA**                      It was moved by Member Castrey, seconded by Member Swartz, to adopt the agenda as presented. Motion carried 5-0.

**PUBLIC COMMENTS**                      Dana Lynch from North Orange County Regional Occupational Program addressed the Board to pay tribute to J. S. Coke, retiring Director of Educational Services.

**SUPERINTENDENT'S REPORT**                      Dr. Dozer began his report with mixed emotions as it was the last board meeting for some of our staff and one of our districts. In two weeks, Coastline ROP will say goodbye to Huntington Beach Union High School District. We wish them well and thank them for over 50 years of partnership.

Additionally, we congratulated three of our long-time employees on their retirements. Debbie Ludwig, our executive assistant, and the glue that keeps us all together, began her tenure here in January 2005 and served our students and districts for 18 years. Karen Tracy, one of our receptionists/administrative assistants, joined Coastline ROP two months later in March 2005 and has also served our students and districts for over 18 years. When Debbie and Karen started Coastline ROP George Bush was starting his second term and Facebook had a little more than 1 million users (today there are over 3 billion!)

Mr. Coke first reported for duty in November 2015 and served our students and districts for over 7 ½ years, in addition to 27 years at school districts. When Mr. Coke started at Coastline ROP the price of gas was \$2.82 a gallon and the release of Tik Tok was still 10 months away.

Dr. Dozer thanked all three for their dedication and service to our students and districts. Coastline ROP wishes them all the best in their retirements.

Our end-of-year staff meeting was held on May 19. During the meeting, our annual awards were handed out. Edwin Madrid, our shipping/receiving/delivery employee was honored as Classified Employee of the Year. Alex Perez, instructional specialist, received the Above & Beyond the Call of Duty (ABCD) award, and Monique Rico, who spoke at the April board meeting, was named Teacher of the Year. Additionally, retirement awards were handed out to J. S. Coke, Debbie Ludwig, Kathe Hayden (teacher), and Thomas Misich (teacher).

Dr. Dozer was happy to bring the budget and various MOUs and contracts to the Board. Sesar Morfin presented the budget to the board, but Dr. Dozer felt it would be doing a disservice to Mr. Morfin and his department if he did not recognize their hard work in putting together the budget for the 2023-2024 fiscal year. Dr. Dozer thanked Mr. Morfin, Rosy Kovatch, Michelle Taliaferro, Olivier Nogales, and Amanda Saliba for making a very difficult task look easy.

We are re-launching our adult education classes this month, offering both CNA and EMT this summer. We will be working on plans for the Fall and beyond and looking to partner with business and industry to create unique classes and opportunities for adult students looking for continuing education that can lead them into areas of high demand in the labor market.

On the legislative front, Dr. Dozer mentioned AB 377 (from Muratsuchi and McCarty) which would combine the CTEIG and SWP grant programs. The bill was moving through the Senate and earlier this week we received word that the Assembly and Senate reached a deal on the 2023-24 State Budget. The main State Budget Bills show that the houses have agreed to collapse the K-12 Strong Workforce Program (K12 SWP) into the Career Technical Education Incentive Grant Program (CTEIG). If included in the Enacted Budget, this means that beginning with the 2023-24 fiscal year, the K12 SWP would cease to exist and the annual CTEIG amount would increase to \$450 million. Additionally, the \$12 million annually set aside to hire K-14 Technical Assistance Providers would shift to the CTEIG program as well.

Our legislative advocate organizations stated it is important to note this is the Legislature's version of the 2023-24 State Budget and they still must negotiate with the Newsom Administration. This means we will likely see resistance from the Department of Finance who have opposed collapsing the two programs in the past and have signaled that they oppose AB 377. But their belief is that it will ultimately be a part of the budget and AB 377 will be left as a bill that will set some technical guidelines for things like match, a

stakeholder commission, and other technical “how to” aspects.

Dr. Dozer thanked the Board for their continued support for our very important mission. Dr. Dozer is excited by the opportunities in front of us and the promise this next year holds for our students, districts, and this wonderful organization. He looks forward to sharing our strategic goals for the 2023-2024 year with the Board this summer and working with the Board and the staff to use that framework to evolve Coastline ROP. As one of his daughter’s heroes, Albert Einstein once said, we will continue to learn from yesterday, live for today, and hope for tomorrow. The important thing is not to stop questioning.

Our Animal Healthcare Pathway has enjoyed another successful year. This spring, 27 students completed their internship, and 13 were hired at their internship placement.

## **EDUCATIONAL SERVICES’ REPORT**

Summer School is in session. We are offering Careers in Artificial Intelligence, CyberForward, Medical Innovations, Research, and Entrepreneurship (MIRE), adult Emergency Medical Technician (EMT), and adult Certified Nursing Assistant (CNA). In addition, we are offering courses in two of our partner districts to support their summer program, including middle school enrichment. A special thanks to Krista Schweers-Ganga and James Piccola for their work in making these classes happen.

On June 16, 2023, spring CNA students sat for the State testing for certification.

On Thursday, June 1, J. S. Coke participated in the Senior Awards Night at Corona del Mar High School to assist our College and Career Specialist, Mary Russell, recognize five students who participated in ROP courses, including two of our sector winners.

On June 9, our Work-Based Learning / Outreach Specialist, Kasey Eckels, sent to each of the districts vital data to be used Cal-PADS reporting to the State. This year, Coastline ROP placed 269 students at internship sites. Additionally, the ROP was pivotal in students earning 2,440 industry certifications. Mr. Coke was proud of the hard work of our teachers in providing meaningful instruction for students to earn those certifications and supporting the internship students, and to the educational services and I.T. staff for collecting and reporting the data.

While our last partner district finished school, we were already interviewing staff, registering students, and preparing for the next school year.

Mr. Coke was grateful to the Board for the opportunity to serve Coastline ROP for the last seven and a half years as the “capstone” of his career, and for the privilege to work with such amazing people. We accomplished a lot, redefined success in a pandemic,

and ushered in a new era of innovative offerings. Mr. Coke hands over the helm of the Educational Services department to Krista Schweers-Ganga, who he is confident will serve the ROP well under Brian Dozer's visionary leadership. And as the entertainer of yesteryear, Bob Hope used to sing, "Thanks for the memories."

**2023-2024 PROPOSED BUDGET**

It was moved by Member Brooks, seconded by Member Swartz, to approve the budget for the 2023-2024 fiscal period with estimated actuals for 2022-2023. Motion carried 5-0.

**BOARD MEETING CALENDAR 2023**

It was moved by Member Brooks, seconded by Member Swartz, to move the Thursday, July 27, 2023, meeting to Thursday, July 20, 2023. Motion carried 5-0.

**2023-2024 SCHOOL CALENDAR**

It was moved by Member Swartz, seconded by Member Stone, to approve the 2023-2024 School Calendar. Motion carried 5-0.

**2023-2024 INTERAGENCY AGREEMENTS FOR ROP SERVICES**

It was moved by Member Brooks, seconded by Member Swartz, to approve Appendix A and Schedule of classes for Irvine, Newport-Mesa, Saddleback Valley, and Tustin Unified School Districts. Motion carried 5-0.

**VITAL LINK EXHIBIT DAYS MEMORANDUM OF UNDERSTANDING (MOU)**

It was moved by Member Brooks, seconded by Member Swartz, to approve the Vital Link exhibit days MOU as presented. Motion carried 5-0.

**KEVIN FLEMING ANIMATED VIDEO**

It was moved by Member Swartz, seconded by Member Brooks, to approve the project proposal for the Coastline ROP/Kevin Fleming animated video. Motion was carried 5-0.

**ENTREPRENEURIAL LEARNING INITIATIVE (ELI)**

It was moved by Member Brooks, seconded by Member Castrey to approve the "Embedding an Entrepreneurial Mindset Across Coastline ROP" professional development program with ELI. Motion was carried 5-0.

**BOARD POLICY BP 4156.2 AWARDS AND RECOGNITIONS**

It was moved by Member Castrey, seconded by Member Swartz to approve the revision of BP 4156.2, Awards and Recognitions. Motion was carried 5-0.

**RESOLUTION CONSENT CALENDAR**

It was moved by Member Swartz, seconded by Member Castrey, to approve the resolution consent calendar as presented. Motion carried 5-0. The roll call vote follows:  
Ayes: Members Barto, Swartz, Castrey, Brooks, and Stone.

- Resolution #7 / 2022-2023: Revenue Adjustment
- Resolution #8 / 2022-2023: Budget Transfer
- Resolution #9 / 2022-2023: Year-End Transfers
- Resolution #10/2022-2023: Honoring Retiring Director of Educational Services J. S. Coke



**CONSENT CALENDAR**

It was moved by Member Castrey, seconded by Member Brooks, to approve the Consent Calendar as presented. Motion carried 5-0.

- Minutes from May 18, 2023, Board of Trustees meeting
- Ratification of purchase order report ending May 31, 2023
- Ratification of check report ending May 31, 2023
- 2023-2024 vendor agreements for services
- Memorandum of Understanding between Coastline ROP and Newport-Mesa Unified School District
- Agreement between Sonychelle Media & Communications, LLC, and Coastline ROP effective July 1, 2023, through June 30, 2024
- Course outline for Medical Innovations, Research, and Entrepreneurship (MIRE)
- Personnel Register #11 – 2022-2023 (Approval of employee appointments, release, retirements, terminations, leaves, transfers, promotions, stipends, additional/overtime assignments)
- Authorization for the Superintendent to approve 2023-2024 travel/conference for board members, administrators, and staff
- Approval/Ratification of travel conference report

**ADJOURNMENT**

It was moved by Member Swartz, seconded by Member Castrey, to adjourn the meeting. Motion carried 5-0.

The meeting adjourned at 10:15 a.m.

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Clerk/Secretary



**COASTLINE ROP  
REGULAR BOARD MEETING  
Minutes  
July 20, 2023**

The Board of Trustees of Coastline ROP met in special session on July 20, 2023, in Sanborn, Conference Room A, at 2985 Bear Street, Costa Mesa, California. The meeting was called to order at 9:00 a.m. by Michelle Barto, President.

<u>Present Members</u>	<u>Other</u>
Michelle Barto	Brian Dozer
Lauren Brooks	Sesar Morfin
Lynn Davis	Izabel Burdge
	Margaret Chidester
	Alexandra Reynoso

Updated Attendance

Suzie Swartz was updated to present at 9:02 a.m.

**ADOPTION OF  
AGENDA**

It was moved by Member Brooks, seconded by Member Davis, to adopt the agenda as presented. Motion carried 3-0.

**CLOSED SESSION**

The board met in closed session to discuss anticipated litigation-conference with Legal Counsel and to discuss the Superintendent's evaluation. There was no action taken. The board reconvened in open session at 10:20 a.m.

**ADJOURNMENT**

It was moved by Member Davis, seconded by Member Swartz, to adjourn the meeting. Motion carried 4-0.

The meeting was adjourned at 10:20 a.m.

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Clerk/Secretary



**COASTLINE R.O.P.  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 08/17/2023**

**FROM 06/01/2023 TO 07/31/2023**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S95C0684	ORANGE COUNTY DEPARTMENT OF ED	26.94	26.94	0171222 4330	Eckels Kase -WBL/Outreach Spec / Office Supplies-
S95C0685	AMAZON	67.27	67.27	0111040008 4300	Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
S95C0686	ORANGE COUNTY DEPARTMENT OF ED	484.88	484.88	01608020 4330	Media Resource Center/F.2700 / Office Supplies-Consumab
S95C0687	UNIVERSITY LAB PARTNERS	24,000.00	24,000.00	0160006999 9330	ROP SWP Round 4 RV / PREPAID EXPENSES
S95C0688	APPLE COMPUTER INC	2,350.10	2,350.10	01659001 4430	Schweers-Ganga/Admin EDU Svcs / NON-CAP
S95C0689	SURVEYMONKEY	384.00	384.00	01999990 9330	Revenue 0105 (6350) / PREPAID EXPENSES
S95C0690	POCKETPREP.COM	269.97	89.99	0111060004 5888	Morrison/ROP NMUSD / Internet - Software/Licenses
			89.99	0122010006 5888	Smith/CHS IUSD / Internet - Software/Licenses
			89.99	0144050000 5888	Brenner/THHS SVUSD / Internet - Software/Licenses
S95C0691	SPLASHTOP	438.00	438.00	01780940 5888	Information Technology F-7700 / Internet - Software/Licenses
S95C0693	UNIVERSITY LAB PARTNERS	32,000.00	32,000.00	0160002999 9330	IUSD SWP Round 4 RV / PREPAID EXPENSES
S95C0694	AMAZON	34.22	34.22	01910950 4330	Mainsite Operations/0105 / Office Supplies-Consumable
S95C0695	AMAZON	66.59	66.59	0165506 4330	CNA Fee-Based Summer / Office Supplies-Consumable
S95C0697	F & M CREDIT CARD	68.21	68.21	01659001 5950	Schweers-Ganga/Admin EDU Svcs / Postage -
S95X0692	HOME DEPOT	1,500.00	1,500.00	0160003006 4330	Jasper/9th Grd Bidg ESHS SWP 4 / Office Supplies-
T95A0001	VITAL LINK ORANGE COUNTY	99,900.00	99,900.00	01660000 5890	Instructional Support / OTHER CONTRACTED SERVICES
T95A0002	HALECREST PARK INC.	1,500.00	1,500.00	01660890 5630	Mtg Room-Instructional Support / FACILITY RENTAL
T95A0006	ELI	76,863.00	76,863.00	01910910 5890	Mainsite/School Admin F2700 / OTHER CONTRACTED
T95A0007	SONYCHELLE MEDIA & COMMUNICATI	8,600.00	4,300.00	01798000 5890	Marketing-Student Recruitment / OTHER CONTRACTED
			4,300.00	01798020 5890	Marketing-Business Partners / OTHER CONTRACTED
T95A0021	CHRISTY WHITE	9,393.00	9,393.00	01761930 5860	External Financial Audit / FISCAL AUDITS
T95A0029	ORANGE COUNTY DEPARTMENT OF ED	11,550.00	11,550.00	01780960 5895	Centralized Data Processing / OTH CONTR
T95A0032	ORANGE COUNTY DEPARTMENT OF ED	29,700.00	29,700.00	01780960 5895	Centralized Data Processing / OTH CONTR

**COASTLINE R.O.P.**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 08/17/2023

FROM 06/01/2023 TO 07/31/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T95A0049	DOCUSIGN INC LOCKBOX	9,200.00	6,133.33	01780960 5895	Centralized Data Processing / OTH CONTR
			3,066.67	01999990 9330	Revenue 0105 (6350) / PREPAID EXPENSES
T95C0004	LAGUNA TOOLS	83.95	83.95	0111040008 4300	Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
T95C0005	CHERRY, CHRISSY	165.00	165.00	01910910 5890	Mainsite/School Admin F2700 / OTHER CONTRACTED
T95C0010	CRISISGO INC.	1,055.00	263.75	01970900 5890	Emergency & Disaster Prep / OTHER CONTRACTED
			791.25	01999990 9330	Revenue 0105 (6350) / PREPAID EXPENSES
T95C0011	SOUTHERN CALIFORNIA NEWS GROUP	460.00	460.00	01761920 5840	Board Expenditures / ADVERTISING - MARKETING
T95C0016	STAPLES BUSINESS ADVANTAGE	137.90	137.90	01764930 4330	Edwards, S / HR Administrator / Office Supplies-Consumab
T95C0017	STUDICA	6,580.00	6,580.00	0111040005 5888	Moreno/EST HS NMUSD CTEIG 7 / Internet -
T95C0018	TUSTIN AWARDS INC	224.07	224.07	01665150 4330	Employee Awards / Office Supplies-Consumable
T95C0019	AMAZON	348.01	348.01	01910970 4370	Main Site Maintenance / SUPPLIES - BLDG
T95C0026	NORTHERN OC LIABILITY & PROPER	170,727.00	170,727.00	01900910 5450	General Admin/F2700 / OTH INS - FIRE THFT LIAB
T95C0033	AMAZON	185.58	185.58	01658001 4330	Schweer/Director, EDU Services / Office Supplies-
T95C0034	STAPLES BUSINESS ADVANTAGE	101.72	101.72	01659003 4330	Olukayode B /Admin EDU Srvcs / Office Supplies-
T95C0038	COUNTY OF ORANGE	52.00	52.00	0111060000 5890	Fernandez-Bocanegra/ROP NMUSD / OTHER
T95C0041	EFOODHANDLERS INC.	350.00	350.00	0111050000 5889	Kingsbury/NHHS NMUSD / INTERNET-BASED
T95C0044	TOTAL COMPENSATION SYSTEMS INC	4,140.00	4,140.00	01799600 5890	Retiree Benefits-Actuarial / OTHER CONTRACTED
T95C0050	AMAZON	538.63	538.63	01970900 4385	Emergency & Disaster Prep / SUPPL - DISASTER & EMER
T95C0051	CAROCP	3,000.00	3,000.00	01910910 5395	Mainsite/School Admin F2700 / MEMBERSHIPS -
T95C0052	OCSBA	250.00	250.00	01760933 5395	Dozer/Superintendent / MEMBERSHIPS -
T95C0053	GREATER IRVINE CHAMBER OF COMM	900.00	900.00	016001200 5395	School Admin SWP K12 Coord 4 / MEMBERSHIPS -
T95C0070	TUSTIN AWARDS INC	248.74	3.97	0160030222 4330	Eberhart/Program Asst-SS SWP 5 / Office Supplies-
			64.55	0160030223 4330	Eberth/ProgrAsst-Instr Sup SWP5 / Office Supplies-
			43.18	01659003 4330	Olukayode B /Admin EDU Srvcs / Office Supplies-

**COASTLINE R.O.P.  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 08/17/2023**

**FROM 06/01/2023 TO 07/31/2023**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T95C0070	*** CONTINUED ***				
T95C0079	CALIFORNIA SCHOOL BOARDS ASSOC	3,820.00	1,149.82	01760933 5395	Dozer/Superintendent / MEMBERSHIPS -
T95C0080	NEWPORT BEACH CHAMBER OF COMME	450.00	450.00	0171222 5395	Dozer/Superintendent / INTERNET-BASED MATERIALS
T95C0082	ULINE	339.41	339.41	01762914 4330	Eckels Kase -WBL/Outreach Spec / MEMBERSHIPS -
T95C0084	OFFICE DEPOT	18.09	18.09	01658001 4330	Burdge Iza/Executive Assistant / Office Supplies-Consumab
T95C0086	HOME DEPOT	5,286.71	5,286.71	0197703 4490	Schweer/Director, EDU Services / Office Supplies-
T95C0087	SHI INTERNATIONAL CORP	2,500.00	2,500.00	01780940 5888	Kingsbury A. Cul.Arts (NMLott) / NON CAP EQUIP -
T95C0090	HEYZINE	89.00	89.00	016001000 5395	Information Technology F-7700 / Internet - Software/Licens
T95C0091	AMAZON	102.35	40.94	01730066 4330	Budd-B/SWP K12 Pathway Coord 4 / MEMBERSHIPS -
T95C0092	STAPLES BUSINESS ADVANTAGE	28.86	28.86	01660000 4330	Gonzalez/Recept-Stdnt Srvc Ast / Office Supplies-Consumab
T95C0093	AMAZON	832.99	61.41	01730662 4330	Gonzalez /Admin EDU Srvc Asst / Office Supplies-
T95C0094	OFFICE DEPOT	206.88	206.88	0111040010 4300	Instructional Support / Office Supplies-Consumable
T95C0096	AMAZON	2,954.41	258.11	01780940 4330	Information Technology F-7700 / Office Supplies-Consumab
T95C0097	AMAZON	597.96	574.88	01910950 4375	Mainsite Operations/0105 / SUPPLIES - CUSTODIAL
T95C0098	NASCO	711.15	711.15	0111040006 4490	Rizza/EST NMUSD CTEIG 7 / MATERIALS & SUPPLIES
T95C0099	ZORO.COM	87.02	87.02	0111040006 4300	Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
T95C0100	HOME DEPOT	2,229.95	1,638.40	0111040008 4300	Short-Bake /LHHS SVUSD CTEIG 7 / MATERIALS &
			591.55	0111040008 4490	Jasperson Edward/EST NMUSD / NON CAP EQUIP -
					Jasperson Edward/EST NMUSD / MATERIALS & SUPPLI
					Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
					Jasperson/EST NMUSD CTEIG 7 / NON CAP EQUIP -

**COASTLINE R.O.P.**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 08/17/2023

FROM 06/01/2023 TO 07/31/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T95C0101	AMAZON	1,937.15	235.78	0111040008 4300	Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
			1,701.37	0111040008 4490	Jasperson/EST NMUSD CTEIG 7 / NON CAP EQUIP -
T95C0102	GT SIMULATORS	2,394.21	2,394.21	0160006010 4490	Almero Ronald/Med Nu R4SWP ROP / NON CAP EQUIP
T95C0103	HOME DEPOT	2,497.55	2,497.55	0111040008 4300	Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
T95C0104	AMAZON	4,295.19	654.33	0111040008 4300	Jasperson/EST NMUSD CTEIG 7 / MATERIALS &
			3,640.86	0111040008 4490	Jasperson/EST NMUSD CTEIG 7 / NON CAP EQUIP -
T95C0105	AMAZON	6,227.95	6,227.95	0111040008 6490	Jasperson/EST NMUSD CTEIG 7 / NEW EQUIP ALL
T95C0106	UPRINTING.COM	517.10	517.10	01660000 4330	Instructional Support / Office Supplies-Consumable
T95C0107	AMAZON	3,293.61	3,293.61	0155040002 4300	Wilcox C/ EMR THS TUSD CTEIG 7 / MATERIALS &
T95C0108	MCKESSON GENERAL MEDICAL CORP	965.64	965.64	0155040002 4300	Wilcox C/ EMR THS TUSD CTEIG 7 / MATERIALS &
T95C0109	OFFICE DEPOT	74.47	74.47	0155040002 4300	Wilcox C/ EMR THS TUSD CTEIG 7 / MATERIALS &
T95C0110	WALMART	154.97	154.97	01658001 4330	Schweer/Director, EDU Services / Office Supplies-
T95R0022	KEENAN AND ASSOCIATES	6,000.00	6,000.00	01780960 5895	Centralized Data Processing / OTH CONTR
T95R0027	NORTHERN OC SELF WC AGENCY	67,359.00	67,359.00	01910910 3602	Mainsite/School Admin F2700 / WORKERS' COMP - CLS
T95R0030	ORANGE COUNTY DEPARTMENT OF ED	5,000.00	5,000.00	01900920 5890	CROPWIDE/CENTRAL SUPPORT / OTHER
T95X0008	CLC	600.00	600.00	01910910 3402	Mainsite/School Admin F2700 / HEALTH & WELFARE -
T95X0009	CORODATA RECORDS MANAGEMENT IN	966.93	65.73	01795010 4330	Records Mgmt & Storage / Office Supplies-Consumable
			901.20	01795010 5890	Records Mgmt & Storage / OTHER CONTRACTED
T95X0012	OFFICE DEPOT	500.00	500.00	01778950 4330	All Fiscal Services / Office Supplies-Consumable
T95X0013	PITNEY BOWES	1,876.98	215.50	01910910 4330	Mainsite/School Admin F2700 / Office Supplies-Consumabl
			1,661.48	01910910 5650	Mainsite/School Admin F2700 / EQUIPMENT LEASE
T95X0014	RESERVE ACCOUNT	2,000.00	2,000.00	01910910 5950	Mainsite/School Admin F2700 / Postage - Communications
T95X0015	READYREFRESH BY NESTLE	2,000.00	2,000.00	01910950 5531	Mainsite Operations/0105 / DRINKING WATER



**COASTLINE R.O.P.**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 08/17/2023

FROM 06/01/2023 TO 07/31/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T95X0020	CALIFORNIA TACTIC PATROL	16,772.00	16,772.00	01910920 5870	Mainsite/Security Svcs / SECURITY SERVICES
T95X0023	METROPOLITAN LIFE INSURANCE CO	2,533.68	2,533.68	01910910 3402	Mainsite/School Admin F2700 / HEALTH & WELFARE -
T95X0024	NEWPORT MESA UNIFIED SD	88,984.70	4,004.51	01910950 5675	Mainsite Operations/0105 / SITE MAINT & REPAIR
			84,980.19	01910960 5640	Main Site/Rents & Leases / BUILDING LEASE
T95X0025	NEWPORT MESA UNIFIED SD	13,300.00	100.00	01910950 5510	Mainsite Operations/0105 / UTILITIES - GAS
			12,000.00	01910950 5520	Mainsite Operations/0105 / UTILITIES - ELECTRICITY
			1,200.00	01910950 5530	Mainsite Operations/0105 / UTILITIES - WATER
T95X0028	RAINBOW DISPOSAL CO INC	5,421.52	5,421.52	01910950 5570	Mainsite Operations/0105 / TRASH COLLECTION
T95X0031	REEP FOR BENEFITS	426,882.48	426,882.48	01910910 3402	Mainsite/School Admin F2700 / HEALTH & WELFARE -
T95X0035	NEWPORT URGENT CARE	500.00	500.00	0122010020 5892	Murillo Cecilia /CHS / PHYSICAL EXAMS/MEDICAL
T95X0036	NEWPORT URGENT CARE	905.00	905.00	0111030001 5892	Rico/CMHS NMUSD / PHYSICAL EXAMS/MEDICAL
T95X0037	RICO, MONIQUE	200.00	200.00	0111030001 5290	Rico/CMHS NMUSD / MILEAGE NON TAXABLE
T95X0039	FERNANDEZ BONILLA, LINA	200.00	200.00	0111060000 5290	Fernandez-Bocanegra/ROP NMUSD / MILEAGE NON TAXABLE
T95X0040	MITCHELTREE, DARLENE	200.00	200.00	0111060006 5290	Mitcheltree ROP NMUSD / MILEAGE NON TAXABLE
T95X0042	CHEF'S TOYS	100.00	100.00	0111050000 4330	Kingsbury/NHHS NMUSD / Office Supplies-Consumable
T95X0043	KINGSBURY, ASHLEY	100.00	100.00	0111050000 5290	Kingsbury/NHHS NMUSD / MILEAGE NON TAXABLE
T95X0045	HOME DEPOT	5,000.00	5,000.00	0111040006 4300	Jasperson Edward/EST NMUSD / MATERIALS & SUPPL
T95X0046	GANAHL LUMBER	5,000.00	5,000.00	0111040006 4300	Jasperson Edward/EST NMUSD / MATERIALS & SUPPL
T95X0047	INGARDIA BROS PRODUCE INC	5,500.00	5,500.00	0111050000 4330	Kingsbury/NHHS NMUSD / Office Supplies-Consumable
T95X0048	SMART & FINAL	5,000.00	5,000.00	0111050000 4330	Kingsbury/NHHS NMUSD / Office Supplies-Consumable
T95X0054	VISION SERVICE PLAN	8,244.60	8,244.60	01910910 3402	Mainsite/School Admin F2700 / HEALTH & WELFARE -
T95X0055	NEWPORT URGENT CARE	3,500.00	3,500.00	0111060000 5892	Fernandez-Bocanegra/ROP NMUSD / PHYSICAL
T95X0056	DEPT OF JUSTICE	640.00	640.00	0122010022 5850	Lubрино, Teresita /CHS / FINGERPRINTING - BCKGRND

**COASTLINE R.O.P.**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 08/17/2023

FROM 06/01/2023 TO 07/31/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T95X0057	DEPT OF JUSTICE	960.00	960.00	0144020002 5850	Short-Baker/LHHS SVUSD / FINGERPRINTING -
T95X0058	SECURE LIVE SCAN	900.00	900.00	0144020002 5850	Short-Baker/LHHS SVUSD / FINGERPRINTING -
T95X0059	O'REILLY AUTO PARTS	2,700.00	2,700.00	0122020000 4300	Campbell/Irv HS IUSD / MATERIALS & SUPPLIES
T95X0060	NEWPORT URGENT CARE	2,000.00	2,000.00	0144020002 5892	Short-Baker/LHHS SVUSD / PHYSICAL
T95X0061	INGARDIA BROS PRODUCE INC	3,000.00	3,000.00	0122030000 4300	Mullen/NWHS IUSD / MATERIALS & SUPPLIES
T95X0062	SMART & FINAL	3,500.00	3,500.00	0122030000 4300	Mullen/NWHS IUSD / MATERIALS & SUPPLIES
T95X0063	SMART & FINAL	2,750.00	2,750.00	0144020000 4300	Fouts/LHHS SVUSD / MATERIALS & SUPPLIES
T95X0064	SMART & FINAL	5,500.00	5,500.00	0122010002 4300	Van Der Merwe/CHS / MATERIALS & SUPPLIES
T95X0065	HOME DEPOT	2,000.00	2,000.00	0122010018 4300	Dokes Amnete @ CSHS / MATERIALS & SUPPLIES
T95X0066	HOME DEPOT	5,000.00	5,000.00	0111040007 4300	Dokes, Amnette/EST NMUSD / MATERIALS & SUPPLIES
T95X0067	PHAM, JOANN	350.00	350.00	01743813 5290	Pham/NMUSD Multi-Site Car-Spec / MILEAGE NON TAXABLE
T95X0068	PEREZ, ALEX	350.00	87.50	01608010 5290	Perez/Media Specialist / MILEAGE NON TAXABLE
			262.50	01653012 5290	Perez/Instr Support Spec / MILEAGE NON TAXABLE
T95X0069	LUBRINO, TERESITA	300.00	300.00	0122010022 5290	Lubrino, Teresita / CHS / MILEAGE NON TAXABLE
T95X0071	O'REILLY AUTO PARTS	1,000.00	1,000.00	0144020008 4300	Galante Paul x Sull/LHHS SVUSD / MATERIALS &
T95X0072	RUIZ, AARON	400.00	368.00	01742712 5290	Ruiz A/Irvine CS / MILEAGE NON TAXABLE
			32.00	01742792 5290	Ruiz A/Creekside Car Spec / MILEAGE NON TAXABLE
T95X0073	GARCIA, VIRIDIANA	350.00	350.00	01745725 5290	Garcia/Career Spec Tustin HS / MILEAGE NON TAXABLE
T95X0074	NAGY, ARIANNA	200.00	200.00	01743761 5290	Nagy/Career Specialist CMHS / MILEAGE NON TAXABLE
T95X0075	RUSSELL, MARY	200.00	200.00	01743755 5290	Russell/CS Corona del Mar / MILEAGE NON TAXABLE
T95X0076	STREETER, PHILLIP	200.00	200.00	01743711 5290	Streeter/Estancia CS / MILEAGE NON TAXABLE
T95X0077	ZUNIGA, PAMELA	200.00	200.00	01743743 5290	Zuniga/NHHS Career Specialist / MILEAGE NON TAXABLE
T95X0078	SMART & FINAL	5,500.00	5,500.00	0122010010 4300	Ayala, Marissa x Mull / CHS IUSD / MATERIALS &

**COASTLINE R.O.P.  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 08/17/2023**

**FROM 06/01/2023 TO 07/31/2023**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T95X0081	VERIZON WIRELESS	456.12	456.12	01658001 5940	Schweer/Director, EDU Services / Communications - Intrnet
T95X0083	AMAZON	400.00	400.00	01762914 4360	Burdge Iza/Executive Assistant / REFRESHMENTS MTGS
T95X0085	MCDONALD, MARESSA	350.00	350.00	01745734 5290	McDonald/Beckman CS / MILEAGE NON TAXABLE
T95X0088	CALICO BUILDING SERVICES	7,783.50	7,783.50	01910950 5590	Mainsite Operations/0105 / CUSTODIAL SERVICES
T95X0089	PATTERSON DENTAL SUPPLY INC	450.00	225.00	0111060000 5891	Fernandez-Bocanegra/ROP NMUSD /
			225.00	0111060001 5891	Burns/ROP NMUSD / TAXES/FEEES/PERMITS
T95X0095	BURDGE, IZABEL	200.00	200.00	01762914 5290	Burdge Iza/Executive Assistant / MILEAGE NON TAXABLE
		<b>1,262,842.91</b>			
	<b>Fund 01 Total:</b>				
	<b>Total Amount of Purchase Orders:</b>	<b>1,262,842.91</b>			



**COASTLINE R.O.P.**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**      08/17/2023

FRO 06/01/2023 TO 07/31/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE ACCOUNT AMOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S95C0682	HARRIS SCHOOL SOLUTIONS	31,609.89	-1,833.12 01999990 9330	Revenue 0105 (6350) / PREPAID EXPENSES
S95X0000	MARGARET A. CHIDESTER & ASSOCI	59,406.50	+9,406.50 01761920 5830	Board Expenditures / LEGAL SERVICES

Fund 01 Total:                      7,573.38  
 Total Amount of Change Orders:      7,573.38



**COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

Check Report 6/1/2023 – 7/31/2023

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Fund 01

General

Total Checks: \$613,329.63

Recommended for  
Board Ratification By

  
Chief Business Official

**COASTLINE R.O.P.**  
**Consolidated Check Register**  
 from 6/1/2023 to 7/31/2023

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
95	00032692	V9502293	INGARDIA BROS PRODUCE INC	07645153	OH 06/02/2023		MW	IS	477.36
95	00032693	V9500134	ORANGE COUNTY DEPARTMENT OF ED	94SI4435	OH 06/02/2023		MW	IS	1,072.11
95	00032694	V9501269	AMAZON	IFWT-H4K3-QJRN	OH 06/05/2023		MW	IS	25.83
95	00032695	V9502425	DOZER, BRIAN	OOPE-	OH 06/05/2023		MW	IS	258.22
95	00032696	V9502557	Fisher-Gabriana, Tiefa	OOPE-	OH 06/05/2023		MW	IS	22.00
95	00032697	V9502526	Hernandez, Amadiel Jose	01/24-05/17HERNA	OH 06/05/2023		MW	IS	77.03
95	00032698	V9502513	Kim, Soo	05/02-05/19KIM	OH 06/05/2023		MW	IS	50.63
95	00032699	V9502409	MCDONALD, MARESSA	053123MCDONAL	OH 06/05/2023		MW	IS	12.45
95	00032700	V9502500	Ruiz, Aaron	05/02-05/25RUIZ	OH 06/05/2023		MW	IS	40.35
95	00032701	V9502271	VAN DER MERWE, ROCHELLE	05/03-05/24VANDE	OH 06/05/2023		MW	IS	37.34
95	00032702	V9504457	RAINBOW DISPOSAL CO INC	0605-000987870	OH 06/06/2023		MW	IS	463.50
95	00032703	V9505350	TUSTIN AWARDS INC	55134	OH 06/06/2023		MW	IS	106.56
95	00032704	V9501269	AMAZON	ILQM-YFT9-1XYHO	OH 06/07/2023		MW	IS	55.76
95	00032705	V9502382	INTERMEDIA.NET INC	2306165923	OH 06/07/2023		MW	IS	894.59
95	00032706	V9502418	NC3	7438	OH 06/07/2023		MW	IS	495.00
95	00032707	V9501018	PAXTON PATTERSON LLC	414514	OH 06/07/2023		MW	IS	13,711.39
95	00032708	V9502325	CALICO BUILDING SERVICES	R1054744	OH 06/08/2023		MW	IS	2,594.50
95	00032709	V9500948	CALIFORNIA TACTIC PATROL	204	OH 06/08/2023		MW	IS	1,512.00
95	00032710	V9502453	KYOCERA DOCUMENT SOLUTIONS WES	55B2272856	OH 06/08/2023		MW	IS	17.00
95	00032711	V9502512	SimX Inc	20230530CROP01	OH 06/08/2023		MW	IS	19,700.00
95	00032712	V9505350	TUSTIN AWARDS INC	55246	OH 06/08/2023		MW	IS	114.82
95	00032713	V9500303	APPLE COMPUTER INC	AL27827248	OH 06/09/2023		MW	IS	2,450.31
95	00032714	V9502038	HARRIS SCHOOL SOLUTIONS	SSIMN0000050	OH 06/09/2023		MW	IS	31,609.89
95	00032715	V9500899	ORANGE COUNTY DEPARTMENT OF ED	94SI4719	OH 06/09/2023		MW	IS	511.82
95	00032716	V9502321	Fernandez Bonilla, Lina	05/22-05/24FERNA	OH 06/12/2023		MW	IS	596.61
95	00032717	V9503875	OFFICE DEPOT	315291205001	OH 06/12/2023		MW	IS	141.16
95	00032718	V9502454	ONTARIO REFRIGERATION	CM37177	OH 06/12/2023		MW	IS	9,773.00
95	00032719	V9502288	ROMAN, AURELIA	04/26-	OH 06/12/2023		MW	IS	4.72
95	00032720	V9502011	CORODATA RECORDS MANAGEMENT IN	RS4911584	OH 06/13/2023		MW	IS	57.17
95	00032721	V9500049	PITNEY BOWES	38606760	OH 06/13/2023		MW	IS	2,000.00
95	00032722	V9502464	UNIVERSITY LAB PARTNERS	ULP-5-2023-1482	OH 06/13/2023		MW	IS	24,000.00
95	00032723	V9502368	CLC	IDTHEFTJUNE	OH 06/14/2023		MW	IS	50.00
95	00032724	V9500387	DEPT OF JUSTICE	659372	OH 06/14/2023		MW	IS	224.00
95	00032725	V9502425	DOZER, BRIAN	OOPE-	OH 06/14/2023		MW	IS	31.43



**COASTLINE R.O.P.**  
**Consolidated Check Register**  
 from 6/1/2023 to 7/31/2023

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
95	00032726	Kasey Eckels	04/21-06/05ECKEL	OH	06/14/2023		MW	IS	63.40
95	00032727	METROPOLITAN LIFE INSURANCE CO	METLIFESUPPLJU	OH	06/14/2023		MW	IS	453.64
95	00032728	REEP FOR BENEFITS	KAISERJUNE	OH	06/14/2023		MW	IS	31,777.09
95	00032729	VAN DER MERWE, ROCHELLE	OOPE-	OH	06/14/2023		MW	IS	97.50
95	00032730	VISION SERVICE PLAN	818084483	OH	06/14/2023		MW	IS	687.05
95	00032731	ZUNIGA, PAMELA	OOPE-	OH	06/14/2023		MW	IS	201.34
95	00032732	SMART & FINAL	053123-7	OH	06/15/2023		MW	IS	3,803.30
95	00032733	TIME WARNER CABLE	126309101060123	OH	06/15/2023		MW	IS	1,746.28
95	00032734	VERIZON WIRELESS	9936469803	OH	06/15/2023		MW	IS	253.82
95	00032735	AMAZON	1V3W-L7GL-17MC	OH	06/20/2023		MW	IS	67.27
95	00032736	COASTLINE ROP REVOLVING CASH F	1111/000386	OH	06/20/2023		MW	IS	4.47
95	00032737	F & M Credit Card	9987	OH	06/20/2023		MW	IS	3,523.17
95	00032738	HOME DEPOT	9032806	OH	06/20/2023		MW	IS	532.59
95	00032739	SOFTCHOICE CORPORATION	91048131	OH	06/20/2023		MW	IS	5,582.71
95	00032740	ATKINSON ANDELSON LOYA RUUD &	68399	OH	06/21/2023		MW	IS	744.94
95	00032741	DOZER, BRIAN	061523DOZER	OH	06/21/2023		MW	IS	1,171.81
95	00032742	Laurie Eberhart	OOPE-	OH	06/21/2023		MW	IS	83.25
95	00032743	Moreno, Stephen	052223MORENO	OH	06/21/2023		MW	IS	310.50
95	00032744	SCHWEERS-GANGA, KRISTA	061523GANGA	OH	06/21/2023		MW	IS	1,266.81
95	00032745	UNIVERSITY LAB PARTNERS	ULP-5-2023-1483	OH	06/21/2023		MW	IS	32,000.00
95	00032746	COKE, JOHN S.	061523COKE	OH	06/22/2023		MW	IS	1,266.81
95	00032747	DOZER, BRIAN	OOPE-	OH	06/22/2023		MW	IS	86.00
95	00032748	LUDWIG, DEBBIE	OOPE-	OH	06/22/2023		MW	IS	67.74
95	00032749	FIRST-CITIZENS BANK & TRUST CO	42550398	OH	06/23/2023		MW	IS	2,454.92
95	00032750	MARGARET A. CHIDESTER & ASSOCI	10222	OH	06/23/2023		MW	IS	31,725.00
95	00032751	NEWPORT MESA UNIFIED SD	78SI0182	OH	06/23/2023		MW	IS	234.32
95	00032752	Burdge, Izabel	OOPE-	OH	06/26/2023		MW	IS	25.00
95	00032753	ELI	34521	OH	06/26/2023		MW	IS	36,150.00
95	00032754	SCW Supply Inc	S230576	OH	06/26/2023		MW	IS	52.71
95	00032755	SHI INTERNATIONAL CORP	B16960810	OH	06/26/2023		MW	IS	11,437.50
95	00032756	STATE OF CALIFORNIA	D2223Z2006S	OH	06/26/2023		MW	IS	310.50
95	00032757	APPLE COMPUTER INC	MA01521363	OH	07/05/2023		MW	IS	2,350.10
95	00032758	AMAZON	1WX1-CDFT-6RGC	OH	07/07/2023		MW	IS	34.22
95	00032759	DOZER, BRIAN	OOPE-	OH	07/07/2023		MW	IS	120.21

**COASTLINE R.O.P.**  
**Consolidated Check Register**  
 from 6/1/2023 to 7/31/2023

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
95	00032760	V9501843	READYREFRESH BY NESTLE	13F0027000850	OH	07/07/2023	MW	IS	361.98
95	00032761	V9501714	SHI INTERNATIONAL CORP	B17014474	OH	07/07/2023	MW	IS	2,586.75
95	00032762	V9500651	SMART & FINAL	061223-42	OH	07/07/2023	MW	IS	261.66
95	00032763	V9500240	SOFTCHOICE CORPORATION	94072747	OH	07/07/2023	MW	IS	57.71
95	00032764	V9502551	Sonychelle Media & Communicati	1040	OH	07/07/2023	MW	IS	6,050.00
95	00032765	V9502472	CHERRY, CHIRISSY	003	OH	07/10/2023	MW	IS	165.00
95	00032766	V9502462	ELI	ELI2324	OH	07/10/2023	MW	IS	38,432.00
95	00032767	V9500780	GIANNELLI ELECTRIC INC	13644	OH	07/10/2023	MW	IS	12,737.00
95	00032768	V9502142	HALECREST PARK INC.	HALECREST08082	OH	07/10/2023	MW	IS	1,500.00
95	00032769	V9502382	INTERMEDIA.NET INC	2307409590	OH	07/10/2023	MW	IS	909.56
95	00032770	V9502184	MISICH, THOMAS	11/01-11/30MISI2	OH	07/10/2023	MW	IS	38.25
95	00032771	V9502347	MISSION VIEJO CHAMBER OF COMME	2754-2	OH	07/10/2023	MW	IS	165.00
95	00032772	V9500678	VITAL LINK ORANGE COUNTY	5644	OH	07/10/2023	MW	IS	19,980.00
95	00032773	V9500948	CALIFORNIA TACTIC PATROL	205	OH	07/12/2023	MW	IS	1,249.50
95	00032774	V9502453	KYOCERA DOCUMENT SOLUTIONS WES	55B2286142	OH	07/12/2023	MW	IS	3,226.80
95	00032775	V9503846	NORTHERN OC LIABILITY & PROPER	290534	OH	07/12/2023	MW	IS	170,727.00
95	00032776	V9500148	NORTHERN OC SELF WC AGENCY	290693	OH	07/12/2023	MW	IS	21,255.78
95	00032777	V9504457	RAINBOW DISPOSAL CO INC	0605-000995908	OH	07/12/2023	MW	IS	461.55
95	00032778	V9502011	CORODATA RECORDS MANAGEMENT IN	RS4920700	OH	07/13/2023	MW	IS	194.54
95	00032779	V9502454	ONTARIO REFRIGERATION	CM37694	OH	07/13/2023	MW	IS	1,215.49
95	00032780	V9500034	SADDLEBACK VALLEY USD	83SII488	OH	07/13/2023	MW	IS	1,448.04
95	00032781	V9501269	AMAZON	IT7L-616D-WWYX	OH	07/14/2023	MW	IS	66.59
95	00032782	V9500734	CALCP/CAROCP CONFERENCE	11/16-17GANGA	OH	07/14/2023	MW	IS	2,500.00
95	00032783	V9500666	CALIF DEPT OF TAX AND ADMINIST	6521	OH	07/14/2023	MW	IS	180.25
95	00032784	V9502326	F & M Credit Card	9074	OH	07/14/2023	MW	IS	5,137.70
95	00032785	V9502063	HOME DEPOT	636991	OH	07/14/2023	MW	IS	271.22
95	00032786	V9501499	TIME WARNER CABLE	126309101070123	OH	07/14/2023	MW	IS	1,746.28
95	00032787	V9500441	CAROCP	2023202422	OH	07/17/2023	MW	IS	3,000.00
95	00032788	V9502425	DOZER, BRIAN	OOPE-	OH	07/17/2023	MW	IS	25.00
95	00032789	V9501166	GREATER IRVINE CHAMBER OF COMM	919111313	OH	07/17/2023	MW	IS	900.00
95	00032790	V9500797	OCSBA	051223OCSBA	OH	07/17/2023	MW	IS	250.00
95	00032791	V9501472	SCHWEERS-GANGA, KRISTA	OOPE-	OH	07/17/2023	MW	IS	36.59
95	00032792	V9500387	DEPT OF JUSTICE	666101	OH	07/18/2023	MW	IS	320.00
95	00032793	V9500422	VERIZON WIRELESS	9938830381	OH	07/18/2023	MW	IS	228.06

**COASTLINE R.O.P.**  
**Consolidated Check Register**  
 from 6/1/2023 to 7/31/2023

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
95 00032794	V9502562	Adobe MAX 2023	10/10-	OH	07/20/2023		MW	IS	2,590.00
95 00032795	V9501269	AMAZON	INLF-91PP-13M9	OH	07/20/2023		MW	IS	312.11
95 00032796	V9502425	DOZER, BRIAN	OOPE-	OH	07/20/2023		MW	IS	149.85
95 00032797	V9502561	Gonzalez, Alejandra	OOPE-	OH	07/20/2023		MW	IS	25.00
95 00032798	V9502560	Burdge, Izabel	OOPE-	OH	07/24/2023		MW	IS	129.68
95 00032799	V9500357	CALIFORNIA SCHOOL BOARDS ASSOC	INV-66878-R716Y6	OH	07/24/2023		MW	IS	3,820.00
95 00032800	V9502272	EFOODHANDLERS INC.	T-32517	OH	07/24/2023		MW	IS	350.00
95 00032801	V9501165	NEWPORT BEACH CHAMBER OF COMME	959	OH	07/24/2023		MW	IS	450.00
95 00032802	V9504018	ORANGE COUNTY BUSINESS COUNCIL	101923MORFIN	OH	07/24/2023		MW	IS	450.00
95 00032803	V9500635	MARGARET A. CHIDESTER & ASSOCI	10248	OH	07/27/2023		MW	IS	9,406.50
95 00032804	V9501269	AMAZON	IC6D-7VKX-1Q66	OH	07/28/2023		MW	IS	102.35
95 00032805	V9502560	Burdge, Izabel	OOPE-	OH	07/28/2023		MW	IS	92.03
95 00032806	V9502325	CALICO BUILDING SERVICES	R1055385	OH	07/28/2023		MW	IS	2,594.50
95 00032807	V95024034	DOCUSIGN INC Lockbox	111100034301A	OH	07/28/2023		MW	IS	8,900.00
95 00032808	V9502425	DOZER, BRIAN	OOPE-	OH	07/28/2023		MW	IS	73.45
95 00032809	V9502570	KEENAN AND ASSOCIATES	294064	OH	07/28/2023		MW	IS	1,500.00
95 00032810	V9500049	PITNEY BOWES	3106194675	OH	07/28/2023		MW	IS	415.37
95 00032811	V9501843	READYREFRESH BY NESTLE	13G0027000850	OH	07/28/2023		MW	IS	256.07
95 00032812	V9501472	SCHWEERS-GANGA, KRISTA	072423GANGA	OH	07/28/2023		MW	IS	15.00
95 00032813	V9500722	STAPLES BUSINESS ADVANTAGE	8070859747	OH	07/28/2023		MW	IS	137.90

**Issued:** 613,329.63  
**95 Bank Total:** 613,329.63

**Grand Total:** 613,329.63





**AMENDMENT NO. 1**

OF LEASE AGREEMENT BETWEEN THE NEWPORT-MESA UNIFIED  
SCHOOL DISTRICT AND COASTLINE REGIONAL OCCUPATIONAL PROGRAM (CROP)  
RE: PRESIDIO CAMPUS

This LEASE AGREEMENT (“**Agreement**”), made and entered into between the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, (the "**District**") and COASTLINE REGIONAL OCCUPATIONAL PROGRAM (the "**Lessee**") on the 1<sup>st</sup> Day of July, 2020 to lease that certain real property referred to as a designated area of Presidio Campus (the "**Site**") shall be amended as follows:

**Section 2:**

The term of this **Lease** shall be for a period beginning on July 1, 2023 and ending June 30, 2026. **District** or **Tenant** may terminate this **Lease** as of June 30 of any year by giving written notice of termination in the manner set forth in paragraph 15 of this agreement no later than April 30 of the preceding year.

**Section 3:**

**Tenant** agrees to pay the **District** the sum of eighty-one thousand nine-hundred and forty-eight dollars and eleven cents (**\$84,980.19**) to be paid annually during the 2022-2023 fiscal year. Said sum will be paid in semi-annual installments due August 1<sup>st</sup> and February 1<sup>st</sup> of each fiscal year.

**Tenant** shall pay the sum **four thousand four dollars and fifty-three cents (\$4,004.51)** annually to the **District** as a share of the maintenance and landscaping costs (utilities and telephone excepted). Maintenance or repair by the **District** refers to any item that is exterior; including but not limited to roof repair, painting, windows and large infrastructure systems such as water main breakage. **Tenant** shall also pay **District** for all repairs necessitated by **Tenant** or **Tenant's** invitees misuse of leased premises.

Additionally, **Tenant** shall bare fifty percent (50%) of the annual utility costs for the Site, which includes gas, water and electrical services. Utility costs to be billed monthly to the **Tenant**.

**NOTICES:**

A. All notices pursuant to this **LEASE** shall be addressed as set forth below, or as either party may hereafter designate by written notice, and may be sent through U.S. mail to:

DISTRICT                      Newport-Mesa Unified School District  
2985 Bear Street  
Costa Mesa, CA 92626  
Attn: Assistant Superintendent, Chief Operating Officer

LESSEE

Coastline Regional Occupancy Program  
1001 Presidio Square  
Costa Mesa, CA 92626  
Attn: Brian Dozer, Coastline ROP Superintendent

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date first written above”

<b>DISTRICT:</b>
<b>Signature</b>
<b>Name</b>
<b>Title</b>
<b>Date</b>

<b>LESSEE:</b>
<b>Signature</b>
<b>Name</b>
<b>Title</b>
<b>Date</b>

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 26<sup>th</sup> day of June, 2023, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Coastline Regional Occupational Program** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD will support the Orange County Regional Consortium as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Coordinators (hereinafter “Grant”) in the Orange County (OC) region from the California Community Colleges Chancellor’s Office, (hereinafter “PRIME SPONSOR”) Workforce and Economic Development Division.

WHEREAS, the PRIME SPONSOR, has directed RSCCD to sub-grant and contract with Local Educational Agencies to host K12 Pathway Coordinators to provide technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **Coastline Community College District** in the **Orange County Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2023, through September 30, 2024.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$130,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payments will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to [FA\\_K12K14\\_SWP@rsccd.edu](mailto:FA_K12K14_SWP@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit invoices.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Refer to the Guidance Memorandum (*Exhibit C*) on guidance and instructions on reporting.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

RSCCD may request SUBCONTRACTOR to follow specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to and approved by RSCCD. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.



10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or willful misconduct of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD: Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo, Assistant Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 480-7466; Santoyo\_Sarah@rsccd.edu

**Fiscal Representative:**  
Rancho Santiago Community College District  
Iris I. Ingram, Vice Chancellor of Business Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340; Ingram\_Iris@rsccd.edu

**SUBCONTRACTOR:**

**Primary Contact:**  
Name: Brian K. Dozer  
Title: Superintendent  
Address: 1001 Presidio Square  
City, State Zip: Costa Mesa, CA 92626  
Phone No.: 714-429-2222  
E-mail: bdozer@coastlinerop.org

**Fiscal Contact:**  
Name: Sesar Morfin  
Title: Chief Business Official  
Address: 1001 Presidio Square  
City, State Zip: Costa Mesa, CA 92626  
Phone No.: 714-429-2220  
E-mail: smorfin@coastlinerop.org

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant

Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit D* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances


By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Exhibit D, Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Coastline ROP

By:   
Name: Iris I. Ingram

By: \_\_\_\_\_  
Name: Brian K. Dozer

Title: Vice Chancellor, Business Services

Title: Superintendent

Date: Jun 29, 2023

Date: August 27, 2023

Board Approval Date: June 26, 2023

95-2887481  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Application

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum (05/2023)

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

*(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)*

# **EXHIBIT A:**

## **Scope of Work/Application**

**K-12 Pathway Coordinator Host Application**  
 Orange County | Year 5 (2023 – 2024)

Applicant General Information

Local Education Agency (LEA)	Coastline ROP
Community College District Served	Coast Community College District
Primary Contact	Brian Dozer
Primary Contact Position	Superintendent
E-mail	bdozer@coastlinerop.net
Phone	949-429-2222

Please provide brief answers to the following questions:

1. How will you and your organization support the external multi-tier oversight of the K-12 PC position and help ensure they are serving your community college district service area including high school affiliates?

a) How will you support the external workflow provided by the OCRC/K-14 TAP?
Continuing to work collaboratively with all stakeholders – community colleges, K-12, ROPs, and business partners. Identifying gaps and working to enhance alignment. The Superintendent and Director, Educational Services will be very visible and work closely with the PC on her goals and objectives.
b) Describe prior or existing collaborations with K-12 and college partners that would support hosting this position.
As a regional program, we already support many K-12 partners in their CTE efforts: Irvine USD, Newport-Mesa USD, Saddleback Valley USD, and Tustin USD. We have articulation agreements in place and are working on dual enrollment. We also have strong working relationships with community college personnel at all of the colleges that our 4 districts feed into. Additionally, we work closely with OCDE on the OC Pathways Executive Committee, SWP, and the K16 Collaborative Grant.
c) Describe CTEIG or K-12 SWP partnerships in which your organization has played a role.
We are the consortium lead for CTEIG and we participate with OC Pathways SWP rounds 4 and 5. We have worked collaboratively in identifying needs, developing the plan, and creating and monitoring the budget.

2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K-12 PC.

<p>a) What examples do you have of your organization’s ability to serve as a fiscal agent for a K-12 PC? Include experience managing other grants.</p>
<p>Coastline ROP has had extensive experience serving as the fiscal agent for grants. We have successfully submitted multiple CTEIG consortium and SWP consortium applications as well as CTE Teach, Perkins, K16 Collaborative Grant, and Pre-Apprenticeship grants.</p>
<p>b) What evidence do you have of your organization’s ability to process payments, travel, and conference expenses?</p>
<p>There are processes and procedures in place to expedite payments and expenses. We do not have any findings or exceptions in our annual audits.</p>
<p>c) What office space, technology, and administrative support is available to support this position?</p>
<p>The PC has a dedicated office and access to an administrative assistant. The PC has been provided with a laptop.</p>

3. If selected, describe how you would manage the K-12 PC and how you would collaborate with the K-14 TAP.

<p>a) Who will serve as K14 TAP point of contact for the monitoring of timesheet-related items at the LEA?</p>
<p>Krista Schweers-Ganga, Director, Educational Services</p>



<p>b) How will the host LEA collaborate with OCRC in the monitoring and evaluation of the performance of this position?</p>
<p>This position will follow our current guidelines for an annual evaluation. The individual meets weekly with the Director, Educational Services to ensure objectives are being met. The Superintendent and Director, Educational Services will meet with the K14 TAP for feedback on the PC's performance. Regular, open communication is key to the success of the PC's work.</p>
<p>c) The K-12 PC position is an 80/20 time split (minimum of 30 hours per week). If the position will be split with other duties, what obligations would the individual have to the host institution?</p>
<p>This will be a 223-day non-duty position with additional responsibilities that align with the position for our organization. Additionally, this individual will support our marketing efforts and monitor CTE grants.</p>
<p>d) This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region. How will your institution take this into account in hosting this position?</p>
<p>The Superintendent and Director, Educational Services are involved regionally and will be able to monitor progress. As stated above, regular communication and meeting with the TAP will be important.</p>

4. How will the K-12 PC position be filled?

<p>a) How you would employ the K-12 PC (faculty on special assignment, administrator, classified staff, independent contractor, etc.)</p>
<p>NA – position already filled</p>

b) Will you recruit for this position, or do you already have someone identified for the position?
NA – position already filled
c) Describe how you would carry out the recruitment process.
NA – position already filled
d) What is your projected timeline for filling the position?
NA – position already filled
e) How will you include the K-14 TAP in the selection process? (Note: OCRC requests that the K-14 TAP be included in the selection process.)
NA – position already filled

**K-12 Pathway Coordinator Budget**

The annual budget for K-12 PC position is \$130,000. The Host LEA is allowed, but not required, to claim a maximum of 4% administrative indirect costs (\$5,200).

Pay equity and compensation for the K-12 PC should align with the regional leadership, duties, and responsibility of the position. The Orange County Regional Consortium (OCRC) strongly recommends a salary range of \$85,000 - \$100,000 and is typically a ten (10) or twelve (12) month, full-time position. If your organization is not able to meet the recommended salary range, please provide a brief justification. Lastly, the Host LEA must ensure that 80% of the K-12 PC's time is allocated toward accomplishing the duties and responsibilities of the position.

When considering the salary of the K-12 PC, please keep in mind the regional leadership and critical role the position serves to expand and enhance CTE programs. Fair compensation for this work, and duties outside of the K-12 PC scope of work, will increase retention amongst the K-12 Strong Workforce Key Talent Team.

The primary allocation of funding should go to salary and benefits. All other expenses require approval from the OCRC. Any Year 5 Key Talent Funds not utilized will be sent to the California Community College Chancellor’s Office for redistribution of future Key Talent Funds.

Examples of allowable expenses are listed below

- Mileage Reimbursement
- Professional Development
- CTE or SWP-related training and conferences (CCCAOE, Educating for Careers, CCEMC Dual Enrollment Leadership Academy, etc.)

**NOTE:** This is not a final budget. After review, suggestions will be provided by the regional consortium if necessary.

Expenditure Category	Amount
1000 – Certificated Salary	\$ 85,000
2000 – Classified Salary	\$
3000 – Employee Benefits	\$ 33,835
4000 – Supplies (i.e. computer)	\$ 265
5000 – Contract for K-12 PC	\$
6000 – Travel, Milage, Professional Development	\$ 10,900
7000 – Indirect (max. 4%)	\$
<b>Total</b>	<b>\$ 130,000</b>

If your organization is unable to meet the regional consortium’s recommended salary range of \$85,000 - \$100,000, please provide a brief justification below.

Before submitting, please review your documents and ensure all information is completed.

Please e-mail your completed application to Michael Sacoto at [sacoto\\_michael@rscdd.edu](mailto:sacoto_michael@rscdd.edu). If you have issues submitting the application, please call Michael at (310) 754-9844.

# **EXHIBIT B:**

# **Invoice Form and**

# **Instructions**

# LEA/HOST/ROP LETTERHEAD/LOGO

## INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address:

City:

State:

Zip:

Attn:

---

**Bill To:** Rancho Santiago CCD (RSCCD)  
Attn: Sarah Santoyo  
2323 North Broadway, Ste. 201  
Santa Ana, CA 92706

---

Grant Number: N/A

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor: Katie Gilks

Payment Type:  Advance Payment  Progress Payment  Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

**Total Amount Due: \$**

---

**LEA/Host/ROP Accounting Office Contact:**

**LEA/Host/ROP Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

## Instructions for Invoice Template

All invoices must be submitted electronically to the Fiscal Agent in-box ([FA\\_K12K14\\_SWP@rscsd.edu](mailto:FA_K12K14_SWP@rscsd.edu)). The e-mail subject line must state "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Example: Invoice Enclosed - LAUSD/SWP K12 Pathway Coordinator/DO-21-2265-02

If you are submitting a corrected invoice, please state it in the subject line "REVISED Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent at [FA\\_K12K14\\_SWP@rscsd.edu](mailto:FA_K12K14_SWP@rscsd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Name** – Enter the LEA/ROP name. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the LEA/ROP address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – N/A

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCCCO.

**LEA/ROP Accounting Office Contact Information** – Identify an accounting office contact.

**LEA/ROP Program Contact Information** – Identify a program contact who can address questions about the work performed.

**EXHIBIT C:**  
**Guidance**  
**Memorandum**  
**(05/2023)**

**DATE:** May 11, 2023

**TO:** LEA Host Institution for the SWP K12 Pathway Coordinators  
K14 Technical Assistance Providers  
K12 Pathway Coordinators  
Fiscal Offices

**FROM:** Sarah Santoyo, Fiscal Agent Administrator, Rancho Santiago CCD

**CC:** CCCCCO Dean and Project Monitor overseeing SWP K12

**RE:** Notice of Award for Strong Workforce K12 Pathway Coordinator and K14 Technical Assistance Provider grants

Greetings,

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), provides annual funding to implement a regional technical assistance structure to assist teachers and industry partners in implementing high-quality Career Technical Education (CTE) programs. Education Code 88833 appropriates \$12,000,000 in annual CTE funding to support the establishment of Career Technical Education Key Talent field positions to support both the CTE Incentive Grant Program and the K-12 component of the Strong Workforce Program with the positions of K14 Technical Assistance Providers and K12 Pathway Coordinators. Funding is inclusive of eight K14 Technical Assistance Providers (TAPs) (one per California Community College regional consortium) and 72 K12 Pathway Coordinators (K12 PCs) (one per California Community College district).

This memo is to share information regarding Year 5 K12 Pathway Coordinators and K14 Technical Assistance Provider contracts, based on information received from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division (CCCCO WEDD).

**Year 5 Flow of Funding, Plans, and Progress Reporting:**

- Year 5 awards will be processed by the Regional Consortia Fiscal agents. This is a change from Years 1 and 2 awards, all of which were disseminated by one fiscal agent for the state. It is the responsibility of each regional consortium to select the Host LEAs for the K12 Pathway Coordinators assigned to their region.



- Each Year 5 K12 Pathway Coordinator award will be \$130,000 with a term of July 1, 2023-September 30, 2024. The host is allowed, but not required, to claim an indirect of 4%.
- Each Year 5 K14 Technical Assistance Provider award will be \$225,000 with a term of July 1, 2023 – September 30, 2024. The host is allowed, but not required, to claim an indirect of 4%.
- The Chancellor’s Office NOVA system will be updated by June 30, 2023, to allow K12 PC and K14 TAP awardees to enter their Year 5 Workplan objectives and budget in the “Plan” section of NOVA.

**Please refer to Appendix A for Key Talent Workplan objectives that will be completed and submitted via the NOVA system <https://nova.cccco.edu/login>. All Plans must be certified in NOVA no later than September 2, 2023.**

**Year 5 Reporting for K12 Pathway Coordinators and K14 Technical Assistance Providers**

The K12 Strong Workforce Program Expenditures and Progress reporting is completed on a bi-annual schedule. To ensure that the K12 SWP legislative reporting requirements are met, all program recipients (K12 Pathway Coordinators and K14 Technical Assistance Providers) are required to complete and submit Expenditure and Progress reports into the NOVA system at <https://nova.cccco.edu/login>.

**The Year Five Performance Period is July 1, 2023 – September 30, 2024**

The complete reporting schedule for Year Five (5) Pathway Coordinators and Technical Assistance Providers can be found in the table below:

**\*Please note:** the Funding Fiscal Year for Year 5 Pathway Coordinators and K14 Technical Assistance Providers is appropriated from the 2022-2023 allocation.

<b>Year 5 Reporting Period</b>	<b>Quarter</b>	<b>Performance Period</b>	<b>Due Date</b>
*Program Year 2023/2024	2	(07/01–12/31)	01/31/2024
(Fiscal Year 2022/2023)	4	(01/01–06/30)	07/31/2024
	<b>FINAL</b>	<b>(07/01-09/30)</b>	<b>01/31/2025</b>

Details about the contracting process and timeline to disburse grant awards to the host institutions will be provided by Sarah Santoyo, Fiscal Agent Administrator at 714-480-7466 or [Santoyo\\_Sarah@rscdd.edu](mailto:Santoyo_Sarah@rscdd.edu) at a later date, based on updates from the CCCCO WEDD.

Questions pertaining to regional planning and selection should be addressed to Dr. Adriene “Alex” Davis, Regional Chair, OCRC at 714-480-7464 or [Davis\\_Aдриene@rscdd.edu](mailto:Davis_Aдриene@rscdd.edu).

## **Appendix A Key Talent Objectives**

### **K14 SWP Technical Assistance Providers**

**Objective 1:** Provide leadership, guidance, and technical assistance to the region related to K- 12 Strong Workforce Program (SWP) and Career Technical Education Incentive Grant (CTEIG).

**Objective 2:** Assume responsibility for and support a regional needs assessment of the status of implementation of K-12 Career Technical Education programs and pathways and develop and maintain a list of all Career Technical Education Incentive Grants (CTEIG) and Strong Workforce Program (SWP) funded projects.

**Objective 3:** Conduct professional development activities for the K12 Pathway Coordinators and other stakeholders in the region as appropriate, in response to the needs identified by the field.

**Objective 4:** Promote partnerships between K-12 and business & industry within the region.

**Objective 5:** Ensure the collection of data documenting that the LEAs are meeting the K12 SWP Metrics for each project funded with K12 SWP dollars.

### **K12 Pathway Coordinators**

**Objective 1:** Act as a point of contact for and work with high school and community college CTE programs and other workforce development stakeholders to effectively engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K–14 career technical education programs.

**Objective 2:** Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.

**Objective 3:** Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.

**Objective 4:** Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.

**Objective 5:** Support postsecondary transitions and completion. Encourage and facilitate the intersegmental work between LEAs and Community Colleges

**Objective 6:** Provide technical assistance to inform the development of work-based learning opportunities.

**EXHIBIT D:**  
**Articles I. Rev.**  
**09/18 and Article**  
**II. 05/14**

Exhibit D

Chancellor's Office, California Community Colleges

**GRANT AGREEMENT**

**ARTICLE I**

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers  
Program-Specific Legal Terms and Conditions  
September 2018**

**ARTICLE II**

**Standard Legal Terms and Conditions**  
(Revision 5/15/14)

## GRANT AGREEMENT

### ARTICLE I

#### **K-12 Pathway Coordinators and K-14 Technical Assistance Providers Program-Specific Legal Terms and Conditions September 2018**

#### **1. Cost and Payments**

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to [accountspayable@cccoco.edu](mailto:accountspayable@cccoco.edu). Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by February 28. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

#### **2. Budget Changes**

- Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant

Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.

- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

### **3. Amendments for Time Extension or Augmentations**

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

### **4. Reporting**

The following reports shall be submitted by the due dates indicated for the duration of the grant term. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

- 1<sup>st</sup> Quarter – October 31
- 2<sup>nd</sup> Quarter – January 31
- 3<sup>rd</sup> Quarter – April 30
- 4<sup>th</sup> Quarter – July 31
- Final Report – February 28

**NOTE:** If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline.**

## **ARTICLE II**

### **Standard Legal Terms and Conditions**

(Revision 5/15/14)

#### **1. Work to be Performed**

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

#### **2. Amendments**

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of

appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

### **3. Unenforceable Provision**

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

### **4. Dispute**

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

### **5. Notice**

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

### **6. Interpretation**

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

### **7. Project Director and Key Personnel**

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.



## **8. Project Monitor**

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

## **9. Budget Concerns**

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

## **10. Assignment**

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

## **11. Subcontracts or Subgrants**

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
  2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
  3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

## 12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

### **13. Products and Deliverables**

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

### **14. Travel**

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to

those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

## **15. Standards of Conduct**

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
  1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
  4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

## **16. Statewide or Regional Projects**

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided

to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

## **17. Time Is of the Essence**

Time is of the essence in this Grant Agreement.

## **18. Intellectual Property**

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will authorize Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and



references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

## **19. Real Property and Equipment**

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
  1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

## **20. Surveys**

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

## **21. Work by Chancellor's Office Personnel**

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

## **22. Termination**

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of

Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

**23. Waiver**

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

**24. Workers' Compensation Insurance**

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

**25. Law Governing**

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

**26. Participation in Grant-Funded Activities**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or

otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

## **27. Curriculum Development**

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to

constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

**28. Eligibility for Noncitizens**

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

**29. Nondiscrimination Clause**

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

### **30. Accessibility for Persons with Disabilities**

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

### **31. Drug-Free Workplace Certification**

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
  - 1. Receive a copy of the Grantee's drug-free policy statement; and,
  - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.



### **32. Captions**

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

### **33. Indemnification**

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
  1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
  2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
  3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

### **34. Independent Status of Grantee**

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

**35. Grant Agreement is Complete**

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

**36. Union Organizing**

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

**37. Debarment, Suspension, and Other Responsibility Matters**

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.








# Sub template\_SWPK12\_Pathway\_Coordinators-Year 5\_FINAL\_Coastline ROP to Iris

Final Audit Report

2023-06-30

Created:	2023-06-30
By:	Vanessa Palomares (palomares_vanessa@rscdd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ4XvyOHngKLwKm-KQ5lp0HCS-7cWURC1

## "Sub template\_SWPK12\_Pathway\_Coordinators-Year 5\_FINAL\_Coastline ROP to Iris" History

-  Document created by Vanessa Palomares (palomares\_vanessa@rscdd.edu)  
2023-06-30 - 0:52:17 AM GMT- IP address: 204.75.252.3
-  Document emailed to Iris Ingram (Ingram\_Iris@rscdd.edu) for signature  
2023-06-30 - 0:53:40 AM GMT
-  Email viewed by Iris Ingram (Ingram\_Iris@rscdd.edu)  
2023-06-30 - 1:22:35 AM GMT- IP address: 47.28.81.39
-  Document e-signed by Iris Ingram (Ingram\_Iris@rscdd.edu)  
Signature Date: 2023-06-30 - 1:22:41 AM GMT - Time Source: server- IP address: 47.28.81.39
-  Agreement completed.  
2023-06-30 - 1:22:41 AM GMT



Coastline ROP  
 Gift Register  
 8/17/2023

ROP PROGRAM RECIPIENT	DONOR	ITEM	VALUE*	DATE
Coastline ROP	Schools First Federal Credit Union	Check	\$500.00	07/26/2023
<b>TOTAL</b>			<b>\$500.00</b>	

\* Value of a donated non-cash item is an estimated value determined by the donor.





July 14, 2023

# ORANGE COUNTY JANITORIAL

## Janitorial Proposal Coastline ROP



*Cleaner  
Safer  
Healthier*

July 14, 2023

# ORANGE COUNTY JANITORIAL

Coastline ROP  
1001 Presidio Square  
Costa Mesa, CA 92626

RE: Janitorial Proposal

Dear Jeanne Bennett,

Thank you for giving me the opportunity to provide you with this quote for your janitorial services.

I am confident we can provide you with high quality work at a competitive cost. Orange County Janitorial has been providing janitorial services and supplies to businesses like yours for over 20 years. We are centrally located in the City of Anaheim and maintain a fully staffed 10,000 square foot facility.

In addition to providing quality service to our customers, we also provide janitorial supplies and equipment fulfilled by our sister company Orange County Janitorial Supply at competitive prices.

Every effort was made to make our scope of services as complete as possible, but should you have any questions, please feel free to bring them to my attention.

Again, I thank you for the opportunity to serve you.

Sincerely,

*Mitch Welch*

Mitch Welch  
Director, Sales and Marketing

July 14, 2023

# ORANGE COUNTY JANITORIAL

## *Janitorial Service Agreement*

agreement is made, July 14, 2023, between Orange County Janitorial, herein referred to as "Contractor" and Coastline ROP, herein referred to as "Client".

### **Services**

Contractor will provide janitorial and related services to Client or its agent at Coastline ROP according to the attached specifications. Contractor may perform the services by any reasonable means and shall not be responsible for delays in performance beyond its control.

### **Term**

This agreement is on a 12-month basis, commencing \_\_\_\_\_, and does require a 30-day notice of cancellation.

### **Termination**

Client may terminate this agreement at any time. Contractor may terminate this agreement by thirty days written notice to Client and terminate services at any time for nonpayment. All property furnished by the Contractor under this agreement shall remain its property. Upon the termination of this agreement, Contractor shall have reasonable time to remove its property from Client's premises.

### **Adjustments for Wage Increases**

The above price is based upon present wages. If wages increase above those in effect on the date of this agreement, Client agrees to proportionate increase in the price. Contractor will notify Client as soon as possible relative to wage increases.

### **Holidays**

Contractor is not obligated to perform services on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### **Insurance**

Contractor agrees to keep in full force and effect during the term of this agreement the following insurance coverage with regard to the work performed for Client under this agreement:

1. Commercial General Liability Insurance
2. Commercial Automobile Liability Insurance
3. Workers' Compensation Insurance

### **Supervision**

Contractor will supply adequate supervisory staff assigned to Client's project as required to maintain optimum level of cleanliness as defined herein. Supervisory staff ensures all work is completed in a professional and timely manner.

# ORANGE COUNTY JANITORIAL

## Janitorial Service Agreement

### Security Procedures

Contractor's personnel will not permit entrance to facility except those authorized by contractor or owner personnel or employees displaying proper ID or keys. Upon completion of nightly service, Contractor agrees to turn off all lights, lock doors, and set alarm if applicable. Contractor shall abide by all security regulations orally or in writing. Client shall be notified of any irregularities regarding suspicious behavior.

### Uniform and Equipment

Contractor shall furnish proper cleaning materials, implements, machinery, supplies, and uniforms for the satisfactory performance of all services herein. Day Porter personnel to be uniformed in button down, collar dress type shirts bearing Contractor's business name.

### Price

Client agrees to pay Contractor for the services herein, **\$2,095.00** per month. Payment shall be due thirty days from date of invoice for the month for which services were performed. The price is based upon service area and service frequency of **2 days light & 3x full per week**. If there is any change in either, Client and Contractor agree to negotiate a reasonable price adjustment. Client has the ability to pay online via bank draft for a flat \$3.00 fee or by credit card for a 3% convenience fee of invoice amount.

### Entire Agreement

This agreement contains the entire agreement between the parties. This agreement may not be modified except by written instrument, signed by both parties.

*Client*  
Coastline ROP  
1001 Presidio Square  
Costa Mesa, CA 92626

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

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

*Contractor*  
Orange County Janitorial  
4085 E La Palma Ave, Suite K  
Anaheim, CA 92806

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

Mitch Welch  
Director of Sales and Marketing

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

# ORANGE COUNTY JANITORIAL

## *Areas to be Serviced*

- *Entry/Waiting Area*
- *8 Private Offices*
- *2 Open Office Areas*
- *4 Classrooms*
- *Fax Area*
- *Technology Office*
- *Kitchen*
- *3 Single Restrooms*
- *2 Multi-Stall Restrooms*
- *Hallways*
- *Picnic Tables*

## *Additional Provisions*

- *2 days light cleaning (Trash & Restrooms Only) & 3 Days Full service clean*

# ORANGE COUNTY JANITORIAL

## *Scope of Services*

### **Every Visit**

Empty all wastebaskets and trash containers.  
Vacuum all carpeted areas, spot clean daily.  
Sweep and / or dust mop all hard floors.  
Wet mop hard floors.  
Spot clean partition glass.  
Clean entrance glass doors (if applicable).  
Damp wipe all counter tops  
Clean and disinfect drinking fountains (if applicable).  
Damp wipe outside of refrigerator (if applicable).  
Damp wipe inside / outside of microwave. (if applicable)

### **Restrooms (every visit)**

Sweep, wet mop hard surface floors with germicidal solutions.  
Clean and sanitize toilets, urinals, sinks, and dispensers.  
Clean walls around sinks, urinals and dispensers.  
Clean and disinfect doors and partitions.  
Remove trash and replace liners.  
Clean mirrors and polish hardware.  
Refill dispensers (hand towels, toilet tissue, seat covers, and hand soap).

### **Weekly Services**

Dust window ledges, partitions and door frames.  
Clean and disinfect telephones (if requested).  
Clean desktops only when cleared of papers (if requested).  
Detail vacuuming of all carpeted areas.  
Dust desks (if cleared of paperwork), chairs, file cabinets and furniture.  
Dust telephones, damp wipe as needed.  
Perform high dusting to remove cobwebs.

### **Monthly Services**

Dust picture frames  
Dust light fixtures and ceiling vents  
Vacuum upholstery and damp wipe vinyl furniture.  
Dust blinds.  
Dust interior lighting fixtures (standard ceiling heights).

Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	1 of 7

**AGREEMENT BETWEEN:**

Coastline ROP  
1001 Presidio Square  
Costa Mesa, CA 92626

hereinafter Customer

**AND**

**Ontario Refrigeration Service, Inc.**  
3303 Harbor Blvd., Suite D8  
Costa Mesa, CA 92626

hereinafter Ontario

SERVICES AS DESCRIBED HEREIN WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Coastline ROP  
1001 Presidio Square  
Costa Mesa, CA 92626

The Service Program coverages, equipment inventory, and attached supplements constitute the rights and obligations of both Customer and Ontario. This agreement is subject to the Additional Agreement Terms and Conditions on the reverse side of this page.

**CUSTOMIZED SERVICE PROGRAM**

Agreement coverage will commence on 7/1/2023.

The total Service Agreement price is \$ 2,864.00 per year. This agreement is payable \$ 716.00 per quarter in advance on the effective date of \_\_\_\_\_.

This proposal will become a binding Agreement only after acceptance by Customer and approval by the President of Ontario as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Ontario which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

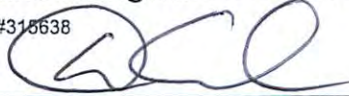
\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Ontario Refrigeration Service, Inc.**

CCL #318638

  
\_\_\_\_\_  
Signature (Sales Associate) Humberto Colon

**Approved for Contractor**

\_\_\_\_\_  
Signature **Phil Talleur**

**President**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Additional Agreement Terms and Conditions

1. Ontario has agreed to service only the equipment listed in the Inventory of Equipment portion of this Agreement. If, upon initial inspection, Ontario determines repairs are required, an estimate will be prepared for Customer's approval. If Customer elects not to have repairs done, Ontario may, at its option, remove the unsatisfactory equipment from this Agreement and adjust the price accordingly or cancel this Agreement. As reasonably necessary to perform the service work, Customer shall provide Ontario access to all equipment and work areas and shall allow Ontario to start and stop any equipment. Customer shall also provide Ontario's personnel with all Material Safety Data Sheets (MSDS) applicable to Ontario's work and as required by OSHA's Hazard Communication Standard Regulations. All scheduled service shall be performed during Ontario's normal working hours.
2. Ontario warrants its workmanship to be free from defect for a period of thirty (30) days from the date said work is performed. If Ontario's workmanship proves to be defective within said thirty days, Ontario will repair or replace its work, at Ontario's option, and at no cost to Customer, provided, Customer has given Ontario written notice of said defect within 35 days of the date the defective work was originally performed. If any replacement item or materials should prove to be defective, Ontario shall assign to Customer the benefits of any manufacturer's warranty to the fullest extent any such warranty may be assigned by Ontario. Removal and replacement of any equipment or materials covered under a manufacturer's warranty will be at Customer's expense and at Ontario's then current rates.
3. Except as set forth in paragraph 2 of this Agreement, Ontario makes **NO WARRANTIES, EXPRESS OR IMPLIED**, concerning the work, labor, materials or equipment being provided by it under this Agreement, and hereby excludes and disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for any particular purpose or use.
4. The price stated on page 1 is an annual price that will be billed to Customer in periodic installments. Said annual price reflects a cash discount of five percent that is contingent upon Customer's prompt payment of all invoices in check or cash. Customer agrees to pay all invoices within ten (10) days of the invoice date. If payment in full of each periodic installment is not received by Ontario within 15 days of the invoice date, Ontario may, at its option, accelerate the entire Agreement amount and declare the same all due and payable. All unpaid amounts shall accrue interest at the rate of 1.5% per month from the date of the invoice until paid in full. Ontario shall have the right to stop all work under this Agreement to the extent any invoice concerning the work described on page 1 has not been paid in full within thirty days of the invoice.
5. The annual Agreement price is subject to adjustment on each anniversary date of this Agreement to reflect increases in the cost of labor, materials, and related costs. Any extra work, including trouble or emergency calls made at Customer's request which indicate a condition not covered by this Agreement, will result in an extra charge to Customer at Ontario's prevailing rates for its time and material.
6. It is understood and agreed that Ontario has **NO** responsibility for performing, completing or paying for any of the following items:
  - a. Moving, modifying, or altering the building structure in any manner in order to carry out its obligations under this Agreement;
  - b. Identifying, abating, handling, encapsulating or removing any hazardous substance or material, except any refrigerant specially identified on page 1 for removal by Ontario;
  - c. Indemnifying Customer from any liability or damage related to Ontario's work, except for such liability or damage caused by the sole negligence of willful misconduct of Ontario or its employees that is not limited or waived under paragraph 8;
  - d. All taxes or other governmental charges relating to the Services, transfer, use, ownership, servicing or possession of any equipment relating to or covered by this Agreement.
  - e. Loss or damage resulting from unavailability of equipment, component parts, or materials, regardless of reason, lack of access to the premises, inadequate system design, vandalism, negligence of Customer or its agents or employees, or the requirements of governmental, regulatory, or insurance agencies;
  - f. Repair or replacement of items normally not maintainable such as main power service, electrical conduit and wiring, heat exchangers, cabinets, storage tanks, tube bundles, duct work, piping, coils, boiler shell, and structural supports.
  - g. Design of the system, obsolescence, safety tests directed or required by any agency, company, person or organization, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, inadequate electrical power or failure, burned out main or branch fuses, low water pressure, selection of domestic hot water temperatures, or other causes beyond Ontario's control.
7. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Ontario and its agents and employees from and against all claims, damages, losses, and expenses, of every nature, including but not limited to attorney's fees, arising from or in any way related to the work, labor, equipment and materials being provided by Ontario under this Agreement, except that Customer shall not have any obligation to indemnify Ontario from such claims, damages, losses, and/or expenses that are attributable to the sole negligence of willful misconduct of Ontario or its employees.
8. In the event of any breach of contract by Ontario or damage or loss attributable to the tortious conduct of Ontario or one or more of its agents or employees, or any damage or loss for which Ontario might be held strictly liable, Ontario's liability for such damage or loss shall be limited to the dollar amount of this Agreement. Customer further agrees that Ontario does not have any liability to Customer, or Customer's agents, employees, tenants, lessees, or invitees, for any loss of use, loss of profit, delay damages, increased operating or maintenance costs, or any other special or consequential damages resulting from Ontario's performance of, or failure to perform, its obligations under this Agreement, all such damages being hereby waived and released by Customer. Customer also agrees that Ontario is not responsible for any loss or compensatory damages of Customer, or increased cost(s) for Ontario to perform this Agreement, where any such loss, damage or increased cost is attributable to Acts of God or other circumstances not reasonably foreseeable by the parties at the time they entered into this Agreement.
9. In the event of legal action or arbitration proceedings to enforce the terms of this Agreement, or any provisions herein, the successful and prevailing party shall be entitled to recover its reasonable attorney's fees and expert witness fees and expenses, in addition to any other relief to which that party may be entitled, at law or in equity. Any legal action or arbitration proceeding concerning any rights and liabilities relating to, or arising from, this Agreement or the work being performed under this Agreement, with the exception of any legal action for collection of amounts due, must be filed within one (1) year of the date of the event giving rise to any such claim under this Agreement.
10. The parties agree to resort to binding arbitration for the resolution of any claim either party may have against the other where the total value of either party's claim against the other, exclusive of interest, attorney's fees, and arbitration fees and costs, is less than \$75,000. Any arbitration under this agreement shall be conducted before the American Arbitration Association in accordance with its Fast Track Procedures in effect on the date this Agreement is signed. Under no circumstances shall any arbitrator have authority to issue any award in excess of \$75,000, exclusive of interest, attorney's fees, and arbitration fees and costs. All claims of either party in excess of \$75,000 shall be resolved through litigation within a court of competent jurisdiction in the county in which the work is performed.
11. Customer acknowledges that Ontario's employees are valuable assets to Ontario and Customer agrees that it will not hire any employee of Ontario for a period of 180 days after completion of the work described in this Agreement. In the event of a breach of this provision by Customer, Customer shall pay to Ontario the salary Ontario paid to that employee during the twelve months preceding Customer's breach of this provision, plus all expenses paid by Ontario to train that employee during the preceding two year period.
12. Any notice that is required to be given under this Agreement must be in writing and sent via certified or registered mail to the address set forth on the first page of this Agreement for the party intended to receive notice.
13. This document represents the entire agreement between Ontario and Customer and supersedes any prior or contemporaneous oral and written communications or agreements. This Agreement can only be modified in a writing that is signed by both parties. Any purchase order or other document hereafter issued by Customer shall only be for purposes of identification and/or billing and shall not serve to modify this Agreement in any respect.



Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	2 of 7

Under our **CUSTOMIZED SERVICE PROGRAM**, Ontario shall provide the Customer with a guaranteed performance based agreement entailing every aspect of professional preventive and predictive maintenance services. The program begins with a detailed equipment inventory by component. This inventory is entered into our computer data bank of maintenance tasking as recommended, at minimum, by the equipment manufacturer. This tasking is then supplemented by our own experience of equipment operation and service requirements in the state of California since 1958. The program is further customized with the Customer's individual application(s), operating run-time, and specific needs of the Customer's occupants. Included in the program for the attached Inventory of Equipment is the following:

**SYSTEM(S) OPERATIONAL ANALYSIS**

Travel and jobsite labor including vehicle and living expense necessary to test existing operation and performance characteristics of the equipment. Inspections in the form of non-destructive testing, vibration and noise monitoring, chemical analysis, and routine visual inspections will be performed to ensure that the system(s) are in proper operating condition and to identify any potential system(s) failures. As customized for your system(s), the following inspections typify these services as applicable:

**Visually Inspect the Following:**

- fan assemblies
- belts & sheaves
- motor mounts & vibration pads
- electrical connections & contactors
- heating & cooling coils
- filter media & racks
- sight glass condition
- bearings
- spray nozzles & pans
- ignitor & flame assembly
- heat exchangers
- compressor sections
- condensing sections
- heating sections
- humidifiers & strainers
- seals & packaging
- condensate drains & pans
- flame composition
- flue stack assembly

**Physically Check and/or Test the Following:**

- lubrication requirements
- oil sump, heaters & temperatures
- starter operation
- water flows
- motor operating conditions
- suction & discharge pressures
- flow switch operation
- control interlocks
- damper operation
- external interlocks
- motor voltage & amperages
- refrigerant charges
- system(s) leaks
- oil & fluid levels
- pressure & temperatures
- outside air intakes
- refrigerant pump down
- crankcase heaters

Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	3 of 7

**PREDICTIVE & PREVENTIVE MAINTENANCE**

Travel and jobsite labor including vehicle and living expenses essential to ensure efficient operating conditions an extended equipment life. Preventive Maintenance working in tandem with Predictive Maintenance is performed to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur. Preventive Maintenance is performed on an ongoing basis and is scheduled with little or no equipment downtime with its primary objective aimed at system(s) durability, reliability, efficiency, and safety. As customized for your system(s), the following tasks typify these services as applicable:

**Calibration:**

- temperature controls
- operating & safety controls
- humidity & pressure controls
- transmitter & receiver gauges
- economizer controls

**Adjustment:**

- purge system(s)
- superheat
- damper & valve linkages
- unloaders
- belt tensions; replace annually
- fan RPMs
- chemical feed equipment
- gas pressure regulators
- combustion air ratios
- set points
- ignitor & flame rod assembly
- sump floats

**Alignment:**

- belt sheaves
- pulleys
- coil fins
- belt drives

**Vibration:**

- damper linkages
- fan bearings
- axial vane drives
- pumps
- motors

**Secure and Tighten:**

- motor terminals
- control terminals
- piping clamps
- line fittings
- mounting hardware
- electrical connections
- equipment panels
- motor mounts
- vibration pad nuts & bolts
- damper sections

**Cleaning:**

- control devices
- electrical contactors
- condenser coils (with water)
- evaporator coils (as required)
- fan blades & impellers
- pilot & burner orifices
- ignitors
- condensate pans
- tower basins
- sumps & floats
- baffles & fill
- nozzles & passages
- equipment areas
- burner orifices

**Painting and Surface Preparation:**

- as required, to help prevent corrosion and deterioration of exterior equipment surfaces.

Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	4 of 7

**PROGRAM ADMINISTRATION**

Ontario will be responsible to administer, monitor and update all aspects of the service provided under this agreement. A complete set of documents will be generated, including computerized maintenance task schedules, inventory records, and all other documentation required for establishing operating trends and further corrective measures. Detailed Service and/or Maintenance Reports will be left with Customer after every service visit. Ontario will act on the Customer's behalf to provide any documentation the EPA may require regarding compliance with the Clean Air Act.

Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	5 of 7

The following equipment/system(s) shall be covered as previously described under the Service Program.

Qty	Equipment/Component Description	Model	Manufacturer	Capacity HP/Ton/BTU	Location/ Unit ID
3	Package Unit	WCC036F100AA	American St	3 ton	Build E
1	Package Unit	GPH1430M41AB	Goodman	3.5 ton	Build F
1	Package Unit	RQNL-B030JK	Rheem	3 ton	Build F
1	Package Unit	WCH036C100BA	Trane	3 ton	Build F
1	Package Unit	GPH1430M41AB	Goodman	3 ton	Build A
1	Package Unit	RQNL-B030JK	Rheem	3 ton	Build A
1	Split System	AOU30CLX1	Fujitsu	2.5 ton	Build A
1	Wall mount AC unit	WH421-A10VX4	Bard	tbd	P2
1	Wall mount AC unit	WH421-A10VX4	Bard	tbd	P3
	**End of Inventory**				

This agreement is subject to the Additional Agreement Terms and Conditions on the reverse side of page one.

Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	6 of 7

Ontario shall provide labor and material for the scheduling of filter and belt service as follows:

Equipment Description	Filter Media Type/ Belt	Qty	Filter Dimensions/ Belt Size	Inspections/ Changes Per Year
Package Unit	Pleated MERV8	4	24x12x1	4
Package Unit	Pleated MERV8	5	20x22x1	4
Wall Mount Unit	Pleated MERV8	2	24x24x1	4
**End of Filters & Belts**				

This agreement is subject to the Additional Agreement Terms and Conditions on the reverse side of page one.

Registered Quotation Number	Presentation Date	Page Number
PC12914	June 15, 2023	7 of 7

This is not an inspection proposal under which the equipment listed is merely inspected, oiled, and adjusted on a quarterly basis.

This proposal includes a computerized preventative maintenance program under which Ontario technicians perform necessary maintenance on the equipment according to its age, size, and run-time in order to ensure proper system operation and efficiency. This results in fewer equipment failures, increased equipment life, and maximum energy savings.

A 5% cash discount is included in the quoted pricing herein. If payment is desired by Visa or Master Card, the 5% discount will not apply.

This agreement is subject to the Additional Agreement Terms and Conditions on the reverse side of page one.



Renewal - ACSA Full Regular Membership for July 1, 2023 - June 30, 2024
Plus, Optional PAC, ADV and National/State Association Renewal for 2023-2024

Renew Today! Membership expires 7/1/2023

Member information form for Brian K Dozer, Superintendent at Coastline ROP. Includes contact details and member data fields.

Section A: ACSA Dues Paid By Members or Districts (See Section B & C for PAC & National/State Dues)

Dues Calculation: ACSA dues for full Regular members are based on annual salary.

Total annual salary\* as of June 2023 \$ 180,250 x .0105 = \$ 1,892.63

Minimum = \$556.78 for members earning under \$53,000.
Maximum = \$1,933.68 for members earning \$184,200 or more.
\*Administrator/teachers: use administrator earnings only.

Section B: Optional Renewal of Political Action Committee Contribution (PAC) - Self Paid Only

Check here if you wish to contribute \$78/annually to ACSA's Political Action Committee.

Renew/Add + 78.00 PAC [ ]

Section C: Optional Renewal of National and State Association Membership(s) Self Paid or District Paid

You have been paying dues through ACSA for the organizations checked (✓) below. To renew or add membership for any of the following, please check the 'Renew/Add' box on the right.

- California Association of African-American Superintendents \$500.00 [ ]
National Association of Secondary School Principals \$250.00 [ ]
National Association of Elementary School Principals \$259.00 [ ]

Total National/State Dues \$ [ ]

Enter Total Annual Dues Here \$ 1,892.63

ACSA dues + PAC or ADV contribution + National dues + State dues

Section C: Payment Option: Enclosed Return Envelope is ONLY for checks. Please review options below:

Payment options for monthly deduction, credit card, or purchase order. Includes fields for signature, date, and card information.

Payment options for checks only. Includes fields for signature, date, and payment plan selection.

S-5946 R-106828

Member Job Classification - Please check appropriate box

- Certificated Mgmt or Supv [ ] CA Dept of Ed, or CTC [ ]
Classified Mgmt or Supv [x] Confidential [ ] Other (specify) [ ]
Professors of Ed (Associate membership optional) [ ]

Contributions to support ACSA/ACSA's political activities are not tax deductible. ACSA retains sole discretion over the use of member political contributions.

Questions? Toll-Free (800) 608-2272 Email memberservices@acsa.org ACSA, 1029 J Street Ste 500, Sacramento CA 95814

THANK YOU FOR RENEWING YOUR ACSA MEMBERSHIP!





**Memorandum of Understanding Concerning the Establishment of a High School  
Cyber Security Education Program Partnership  
Between  
CYBERFORWARD  
and  
COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

**I. Purpose**

This Memorandum of Understanding (MOU) between CYBERFORWARD located at 1315 N. El Camino Real, San Clemente, CA 92672 and Coastline Regional Occupational Program (Coastline ROP) located at 1001 Presidio Square, Costa Mesa, CA 92801, collectively referred to as “Parties”, is to provide the cooperative framework for the CYBERFORWARD and Coastline ROP to develop initiatives and provide Cyber Security education and work-based learning experiences for high school students.

**II. Parties**

The parties to this MOU are CYBERFORWARD whose mission through the CyberForward program is to solve the cyber security resource shortage and bridge the skills gap by identifying and rapidly developing effective, job-ready, cyber security professionals; and Coastline ROP whose mission is to prepare students to be contributing members of their community by providing innovative career technical education focused on college and career readiness.

**III. Objectives**

The objective of the MOU is to establish a robust collaborative working partnership that fosters collaboration, between CYBERFORWARD’s Program and Coastline ROP to the extent that such coordination, collaboration and resource sharing is consistent with applicable laws, regulations, and policies, to support their respective missions and to achieve the parties’ common aim to provide career technical education and work-based learning opportunities to high school students in the field of Cyber Security.

**IV. Responsibilities of the Parties**

Per availability of resources, both parties shall be responsible for contributing to the objectives cited in this Agreement and shall contribute to this partnership, as appropriate.

**A. CYBERFORWARD's Responsibilities:**

1. Provide a license to use CyberForward training curriculum AND program delivery of 7 weeks (70 hours) to include:
  - a. Foundational Learning
  - b. Work-based Learning
  - c. Internship Project
2. Provide the Canvas and Zoom platform for the virtual program delivery.
3. Provide the appropriate instructor for the CyberForward training and deliver training for up to thirty-five (35) students
4. Collaborate with Coastline ROP to provide up to Three (3) informational sessions to inform students, parents and faculty about the CyberForward program.

**B. Coastline ROP's Responsibilities:**

1. Student recruitment for the CyberForward information sessions, program participation and career exploration webinar.
2. Hire CyberForward instructor.
3. Collaborate with the CyberForward program in the delivery of the information sessions and webinar for the high school students.
4. Registration of students for the CyberForward program.
5. Student communication and notifications.
6. Administrative support.
7. Transcription of student grades and high school credits.

**V. Points of Contact**

CYBERFORWARD and Coastline ROP will designate Points of Contact (POCs) within their respective organizations to oversee and facilitate the implementation of this MOU.

CYBERFORWARD POC:

Name: Kolby Falco

Email: [Kolby.falco@cyberfwd.com](mailto:Kolby.falco@cyberfwd.com)

Phone: (509) 724-3734

Coastline ROP POC:

Name: Brian Dozer

Email: [bdozer@coastlinerop.net](mailto:bdozer@coastlinerop.net)

Phone: (714) 429-2222 – Office  
(949) 505-2889 - Cell

## **VI. Periodic Review**

Representatives of CYBERFORWARD and Coastline ROP will review this MOU at the end of the CyberForward training program. This MOU shall remain in effect unless amended or terminated by the parties. Amendments must be agreed to by both parties. This MOU may be terminated at any time by either party upon thirty (30) days' notice to the other party.

## **VII. Modification**

Amendments must be bilaterally executed in writing, signed by authorized representatives of both parties. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

## **VIII. Hold Harmless**

- a. CYBERFORWARD shall defend, indemnify, save and hold harmless the Coastline ROP and their respective officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees, that may arise out of any grossly negligent or intentional acts or omissions of any agent or employee of CYBERFORWARD. This shall include any acts of sexual abuse alleged against any agent or employee of CYBERFORWARD.
- b. The Coastline ROP shall defend, indemnify, save, and hold harmless CYBERFORWARD and its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any grossly negligent or intentional acts or omissions of any agent or employee Coastline ROP. This shall include any acts of sexual abuse alleged against any agent or employee of any Coastline ROP.

## **IX. Other Provisions**

This MOU does not create a partnership or a joint venture and neither party has the authority to bind the other. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions or disclosure of information to the public regarding project(s) and program(s) within this MOU will be made following consultation by the parties to this MOU.

**This MOU shall become effective on behalf of the parties by signature of the undersigned:**

DocuSigned by:  
*Mike gentile*  
F020422602D64F5...

6/30/2023

---

**Mike Gentile**  
CEO and Founder, CYBERFORWARD

---

**Date**

---

**Brian Dozer**  
Superintendent, Coastline ROP

---

**Date**

**EXHIBIT A  
SCOPE OF WORK  
CYBERFORWARD CYBER SECURITY SUMMER ACADEMY PROGRAM  
FOR  
COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

**PROGRAM OUTLINE:**

<b>Program Phase</b>	<b>What's Covered</b>	<b>Number of Hours</b>	<b>Students Served</b>
Phase 1 – Student Information Sessions	Students will briefly be introduced to the cyber security field and the main occupations. They'll learn about the CyberForward Program.	1 – 1.5 (two or three 30-minute sessions)	Approx. 100+
<i>Students interested in the program will complete an application.</i>			
Phase 2 – Foundation	Students will learn how the cyber security discipline operates as well as three junior level job roles and the tasks involved in each role.	20	Up to 35
Phase 3 – Work-Based Learning	Students will learn how to perform junior level tasks in the Policy Analyst, Third Party Assessor and Vulnerability Analyst roles. Students will perform mock work in real world scenarios and situations. They will also engage with cyber security staff about these roles and work on soft skills development.	25	Up to 35
4 – Employer Engagement & Internship Project	Students will engage with employers on cyber security career exploration and/or scenario-based project work.	25	Up to 35
5 – Paid Internship Opportunity	Students that successfully complete the program will be given the opportunity to interview and, if selected, participate in a paid internship when available.	TBD	TBD

## **PROGRAM DETAILS:**

**Program Dates:** June 12 – July 28, 2023

- Information Sessions – Dates TBD

**Duration:** 7 weeks; Monday - Thursday 9:00 am to 11:30 am (combination of synchronous and asynchronous)

**Location:** Virtual

### **Program Includes:**

- Marketing materials
- Student application, review and selection
- License to use CyberForward Training Curriculum
- Program delivery and instruction
- Learning Management System (Canvas) and/or Zoom platform for virtual program delivery
- Program administration and support
- Student certificates
- Employer engagement and coordination
- Any applicable software licensing costs throughout the program

## **TERMS & STUDENT CONFIDENTIALITY**

### **I. Financial Responsibilities**

Coastline ROP agrees to pay CYBERFORWARD \$40,000 for the delivery of the CyberForward program as outlined in the attached scope of work (Exhibit A). Any change must be specifically agreed to in writing by the signatories or the organizations they represent. Total amount due upon completion of the class.

### **II. Confidentiality, Record Keeping, and Information Sharing**

Both parties recognize that the confidentiality of student records are defined by provisions of state and federal law. The parties will adhere to these laws, including the Family Educational Rights and Privacy Act (FERPA), California Student Online Personal Information Protection Act (SOPIPA – Cal. Educ. Code §§ 6501-6506). CYBERFORWARD agrees to maintain best-practice record keeping that assures the privacy and confidentiality of all student data. Coastline ROP agrees to make a good-faith effort to obtain signed releases from students granting photo/video permission and/or to share educational data with CYBERFORWARD where appropriate.

### **III. Effective Date**

The terms of this MOU will become effective on the date of the last signature by the parties and will remain in effect until terminated by either party. The class will be offered June 12, 2023 – July 28, 2023.





LAW OFFICES OF  
**MARGARET A. CHIDESTER & ASSOCIATES**

17762 COWAN, FIRST FLOOR  
IRVINE, CALIFORNIA 92614-6096

MARGARET A. CHIDESTER\*  
STEVEN R. CHIDESTER  
ALEXANDRA T. REYNOSO  
ALEXANDRA L. CARUBIS  
ARIEL K. GREENWOOD

TELEPHONE: (949) 474-5040  
TELECOPIER: (949) 474-8540  
m.chidester@californiaschoollaw.net  
\*A PROFESSIONAL CORPORATION

April 21, 2023

REF. OUR FILE

MAC-26

**VIA ELECTRONIC MAIL**

Coastline ROP  
1001 Presidio Square  
Costa Mesa, CA 92626

Attention: Dr. Brian Dozer  
Superintendent

Re: Retainer Agreement for Legal Services in 2023-2024 School Year

Dear Dr. Dozer:

We value our relationship with the Coastline ROP and the Board's confidence in the quality of our services.

Enclosed for your consideration is a retainer agreement for legal services for the 2023-2024 school year. We request a modest fee increase for 2023-2024 of \$10.00 per hour to partially defray our increased costs of doing business.

Early identification and resolution of legal issues preserves client options and limits legal costs so more resources may be directed to students. Accordingly, we periodically provide legal opinions on selected recent legislation and certain court decisions to our clients at no charge. Our preventive school law workshops on evaluation, bargaining, unlawful harassment, reference checking, pupil discipline, pupil records, other employee legal issues, charter schools, Brown Act, conflicts of interest, and other topics are available to your organization on request and are designed to help educators timely spot and address legal issues. Please contact us if we can provide these to the Coastline ROP.

By proposing modest increases and by our continued vigilant review of client costs, we strive to avoid some of the billing practices of certain of our competitors who may charge a flat minimum of .3 of an hour for critical telephone advice that is resolved in six (6) minutes or less, or who may charge an additional "monthly service charge" based on a percentage of attorney time costs. We do not pass on to our clients our costs of the digital research library that we maintain at our own expense for the purpose of providing your organization with up-to-the-minute legal authority addressing your critical legal needs.

Dr. Dozer  
April 21, 2023  
Page 2

We will continue to provide no-charge updates on recent challenging legal issues as we have done regarding the COVID-19 crisis.

We value our long-standing relationship with the Coastline ROP, and look forward to serving you in school year 2023-2024.

Kindly return a signed copy of the approved retainer agreement.

Please do not hesitate to contact the undersigned with any questions. It is our pleasure to provide legal support to your organization.

Very truly yours,



Margaret A. Chidester

MAC:tg

Enclosures

- Proposed Retainer Agreement
- Firm Summary

**RETAINER AGREEMENT  
BETWEEN COASTLINE ROP  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2023 by and between the COASTLINE ROP of Orange County, California, "ROP," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

**W I T N E S S E T H**

WHEREAS, the ROP desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the ROP to appoint Attorneys to represent the ROP in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The ROP retains Attorneys for the purpose of providing legal services pertaining to ROP business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the ROP; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and

requested; advise and represent the ROP in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the ROP staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a ROP's legal representative.

**2. Rates and Payment:** The ROP shall not be required to pay in advance for any retained services. The ROP shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of ROP.

**3. Costs:** The ROP shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

**4. Statements:** Attorneys shall present statements for services rendered during the preceding month. The ROP shall pay

upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the ROP, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the ROP's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts**: The ROP acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the ROP. The ROP consents to such continued and future representation without the need for any further consent from the ROP, provided that Attorneys shall promptly notify the ROP in writing of any direct conflict and of the ROP's options in such case.

Attorneys shall not represent any person or entity in any action against the ROP or in any investment matter before the ROP.

6. **Related Post-Investigation Services**: If an attorney who conducted an investigation for the ROP is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other administrative or judicial proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to

or arising out of services performed for the ROP, the ROP agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

**7. Electronic Communication, Confidentiality & Publicity:**

The ROP authorizes Attorneys to communicate with the ROP and the ROP's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys utilize encrypted email, shall make reasonable efforts to label electronic communications as confidential and privileged. The ROP acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the ROP will hold Attorneys harmless for any resulting injury.

The ROP will not modify any document transmitted to the ROP electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all ROP confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the ROP. The ROP may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements on behalf of the ROP without the ROP's prior written consent.

**8. No Guarantee of Outcome.** Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys

shall provide periodic reports and opportunities for ROP input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon ROP direction for legal work and legal options selected by ROP.

9. **Files and Ownership of Documents.** When legal services conclude, and periodically as individual matters conclude, Attorneys will, upon the ROP's request, deliver closed files to the ROP at the ROP's cost, along with any funds or property of the ROP's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the ROP does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

10. **Assignment.** This Agreement is not assignable without the written consent of the ROP.

11. **Independent Contractor.** Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the ROP.

12. **Insurance.** Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the ROP under this Agreement. Attorneys shall, on request, provide the ROP with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

13. **Nondiscrimination.** Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or ROP student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

14. **Audit.** The ROP shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit ROP activities and provide information regarding ROP legal matters that the ROP may need to defend itself against legal challenges.

15. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

16. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

17. **Term.** This Agreement is effective July 1, 2023. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.



COASTLINE ROP

Date: \_\_\_\_\_, 2023

BY: \_\_\_\_\_

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: April 21, 2023

BY: *Margaret A. Chidester*  
Margaret A. Chidester

**EXHIBIT "A"**

Rates are guaranteed through June 30, 2024.

PARTNERS	\$345 per hour
SENIOR ATTORNEYS	\$315 per hour
OTHER ATTORNEYS	\$310 per hour
LAW CLERKS/PARALEGALS	\$195 per hour

**COSTS**

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	Actual Charges
MILEAGE	IRS Authorized Rate
TELEPHONE CALLS AND TEXT MESSAGES	No Charge
DIGITAL LEGAL RESEARCH LIBRARY SERVICES	No Charge
TRANSCRIPTIONS	Actual Charges
OTHER	Actual Charges



# Career Technical Education Joint Powers Authority Coalition

## Letter of Agreement to Participate 2023-24

The **Coastline ROP** expresses its agreement to participate in the Career Technical Education Joint Powers Authority Coalition (Coalition), effective July 1, 2023, through June 30, 2024.

As a participant, our Joint Powers Authority (JPA) agrees to support and participate in legislative efforts for sustained funding for Career Technical Education (CTE) programs and direct funding for JPAs that provide CTE programs.

To assist in this effort, the Metropolitan Education District (MetroED) will contract with School Services of California Inc. (SSC) to provide legislative services for the Coalition. Legislative services shall include, but not be limited to, representing and advocating on behalf of the Coalition before the California State Legislature, the Governor's Office, the California Department of Finance, the California Department of Education, the California Community College Chancellor's Office, and other state departments, as appropriate.

In addition, SSC staff shall organize and facilitate at least two in-person meetings (to the extent possible) of the Coalition as well as regular conference calls throughout the year. Meetings and conference calls shall be used to provide policy updates on matters related to CTE and to give Coalition members a shared space to discuss best practices and identify challenges and opportunities in their CTE programs. SSC staff will work with members of the Coalition to develop the agenda for the meetings and conference calls.

The contract on behalf of the Coalition shall be for a period of 12 months, beginning July 1, 2023, and terminating June 30, 2024. The contracted amount will be equal to \$4,500 per participant, which includes expenses.

The membership fee for July 1, 2023, to June 30, 2024, is \$4,500 per participant for the term of the contract.

Superintendent Name: Brian Dozer	
Email Address: bdozer@coastlinerop.org	
Name of JPA: Coastline ROP	
Enrollment Count: 5000	County: Orange County
Mailing Address: 1001 Presidio Square, Costa Mesa, CA 92626	
Telephone No.: 714-429-2222	Fax No.:
Irvine USD, Newport-Mesa USD, Saddleback Valley USD, Tustin USD	
List of Participating School Districts: USD	
Membership Fee:	\$4,500.00

**Additional Contacts (for CTE JPA Coalition emails):**

Name	Job Title	Email Address
Krista Schweers-Ganga	Director, Educational Services	kganga@coastlinerop.org

Signature **Brian K. Dozer** Digitally signed by Brian K. Dozer  
Date: 2023.06.15 07:57:03 -07'00' Date 6/15/23

**Please make checks payable to MetroED. This serves as an official invoice.**

**Please make checks payable to MetroED and submit this agreement along with payment to:**

c/o Tina Gerges  
School Services of California Inc.  
1121 L Street, Suite 1060  
Sacramento, CA 95814  
Questions? Email: [kellys@sscal.com](mailto:kellys@sscal.com) or [leilania@sscal.com](mailto:leilania@sscal.com)



ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools, herein called the "Program Sponsor" and Coastline Regional Program herein called the "ROP," who agrees to participate in the Orange County Superintendent of Schools Career Technical Education (CTE) Teacher Credentialing Program.

I. PROGRAM SPONSOR: BASIC RESPONSIBILITIES

The Program Sponsor agrees to:

- A. Provide credential services for Designated Subjects CTE Credential candidates
  - Review and advise on eligibility requirements.
  - Analyze application packet to confirm eligibility.
  - Recommend to the Commission on Teacher Credentialing (CTC) the approved candidate's application for a Preliminary Designated Subjects CTE Credential.
- B. Establish and maintain a partnership with the ROP
  - Distribute periodic commission and program information.
  - Convene the Institute for Leadership Development (ILD) advisory council a minimum of twice a year to further support collaboration among local Institutions of Higher Education (IHE's), ROP and all relevant stakeholders.
- C. Provide all program coursework and support
  - Provide CTC approved coursework facilitated by CTE experts delivered in an online environment.
  - Review and analyze data from course evaluations to inform program decisions.
  - Establish partnerships with IHE's and ROP to identify additional professional development opportunities and support.
  - Provide professional development opportunities for ROP hired mentors.
- D. Adhere to the Commission on Teacher Credentialing mandates as they apply to educator preparation programs as defined by the 7-year accreditation reporting cycle.

## 2. ROP: BASIC RESPONSIBILITIES

The ROP agrees to:

- A. Identify one (1) ROP contact person.
  - This individual will serve as the ROP representative to work collaboratively with the ILD Program Coordinator to support their candidate(s) enrollment in the Program Sponsor's CTE Teacher Credentialing Program.
  - This individual will participate in a program orientation to secure a current understanding of program requirements timelines and available resources.
  - This individual will sit on the ILD advisory council representing their ROPs interest.
- B. Ensure candidates enroll in the next available CTE cohort following recommendation of preliminary credential.
- C. Provide a mentor to all enrolled CTE program candidates. These mentors will work with the Program Sponsor to give ongoing support to candidates. CTE mentor must meet minimum qualifications as outlined in Exhibit "A", "CTE Mentor Selection Guidelines, Roles and Responsibilities", which is attached hereto and incorporated by reference herein.

## 3. TERM AND TERMINATION

This agreement shall be effective from July 1, 2023 until June 30, 2024 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual written consent of the parties and may be terminated by Program Sponsor upon thirty (30) days advance written notification.

## 4. PAYMENT

- A. ROP Not Paying Tuition:

If the ROP is not paying program costs for candidates going through the Program Sponsor's CTE Teacher Credentialing Program, the program tuition and all other costs will be the responsibility of the enrolled candidate.
- B. ROP Paying Tuition:

If the ROP agrees to pay program tuition for candidates going through the Program Sponsor's CTE Teacher Credentialing Program, fees are outlined in Exhibit "B", which is attached

hereto and incorporated by reference herein. Tuition will be invoiced on a quarterly basis at the time class registration closes.

- Program application fee will be collected from the candidate and is due at the time the candidate applies to the program.

5. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless each other from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the other party. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect Program Sponsor's and ROP interests as they may appear.

7. EMPLOYEE FINGERPRINTING

During the entire term of the MOU, both parties, including any/all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when either parties' employees and/or employees of subcontractors will have more than limited contact with Program Sponsor's candidates.

8. GOVERNING LAW/FORUM SELECTION

This MOU is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

9. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

11. NO THIRD-PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

12. TOBACCO-FREE POLICY

In the interest of public health, Program Sponsor provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the Program Sponsor pursuant to Program Sponsor's Board Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this MOU.

13. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Orange County Board of Education's Alcohol and Drug-Free Workplace Policy 7240.

14. RECORD RETENTION AND INSPECTION

Both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by ROP/Program Sponsor and made available to Program Sponsor/ROP during the entire term of this Contract and for a period not less than five (5) years.



15. NOTICES

All notices or demands to be given under this MOU by either Party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the Parties are as follows:

ROP:  
Coastline Regional  
Occupational Program  
1001 Presidio Square  
Costa Mesa, California 92626  
Attn: Brian K. Dozer, D. Mgt.

Program Sponsor:  
Orange County  
Superintendent of Schools  
200 Kalmus Drive  
Costa Mesa, California 92626  
Attn: Patricia McCaughey

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

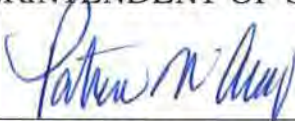
By executing this MOU, ROP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this MOU, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or MOU under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,

D. Have not, within a three-year period preceding the execution of this MOU, had one or more public transactions (Federal, State or Local) terminated for cause of default.

ORANGE COUNTY  
SUPERINTENDENT OF SCHOOLS

COASTLINE REGIONAL  
OCCUPATIONAL PROGRAM

By   
Patricia McCaughey  
Administrator

By \_\_\_\_\_

Date August 7, 2023

Date \_\_\_\_\_

## **Exhibit "A"**

### **CTE Mentor Selection Guidelines, Roles and Responsibilities**

#### **Selection Criteria**

- Certificated, have at least three years of successful teaching experience and verification of recent work experience in an education setting
- Hold a clear Designated Subjects CTE Credential

#### **District/ROP/Employer Responsibilities**

- Select Mentors per selection criteria
- Provide Program Sponsor with Mentor matches
- Supervision of Mentors and Candidates
- Support participation in professional development opportunities
- Attend Advisory meetings
- Ensure completion of [CTE Teach Mentor Certification](https://sites.google.com/cryrop.org/cteteach/online-modules?authuser=0) (https://sites.google.com/cryrop.org/cteteach/online-modules?authuser=0)

#### **Mentor Responsibilities**

- Complete [CTE Teach Mentor Certification](https://sites.google.com/cryrop.org/cteteach/online-modules?authuser=0) (https://sites.google.com/cryrop.org/cteteach/online-modules?authuser=0)
- Conduct classroom observations as outlined in the Mentor Handbook.
- Provide a minimum of 24 hours annually of ongoing feedback to candidates
- Provide required documentation to OCDE Program Staff
- Attend Advisory meetings and mentor collaboration meetings as necessary

**"EXHIBIT B"**

**ORANGE COUNTY DEPARTMENT OF EDUCATION CTE TEACHER  
CREDENTIALING PROGRAM FIRST-TIME CREDENTIAL CANDIDATES**

As an approved Program Sponsor, The Orange County Department of Education recommends candidates to the Commission on Teacher Credentialing (CTC) for the preliminary Career Technical Education (CTE) Credential. Within three years, First-Time Credential CTE candidates must successfully fulfill the following requirements to obtain the clear Designated Subjects (DS) CTE Credential:

- ✓ Complete the application process to be issued a preliminary credential
  - \$300.00 Application fee to OCDE - non-refundable
- ✓ Complete the free, self-paced, on-line Early Orientation course within 30 days of receiving the email instructions. Note: It is strongly recommended that any CTE candidate lacking appropriate computer hardware and software or basic computer skills (including the ability to utilize the Internet and email as well as download, print, and create PDF documents) should purchase the necessary equipment and complete a computer literacy course prior to applying for the CTE credential.
- ✓ Complete the required program coursework. All courses are offered online.
  - Cohort Cost of \$3,000.00 which includes
    - CTE 101 - Teacher Preparation Course
    - CTE 102 - Instructional Practices of CTE Course
    - EL 100 - English Language Learner Course
- ✓ Complete CPR (Infant, Child and Adult), Health for Educators, and U.S. Constitution requirements.
- ✓ Verify four terms/two years of successful teaching, from the date the preliminary credential is issued, in the industry sector listed on the credential. The experience must be a minimum of one course in each of the four terms, two of which must be with the same employing school district.
- ✓ Teachers with less than two years of successful teaching experience must complete the Advanced Teaching Methods and Strategies Course (CTE104) in order to qualify for the clear CTE credential.

**"EXHIBIT B" cont.**

**ORANGE COUNTY DEPARTMENT OF EDUCATION CTE TEACHER  
CREDENTIALING PROGRAM FIRST-TIME CREDENTIAL CANDIDATES**

As an approved Program Sponsor, The Orange County Department of Education recommends candidates to the Commission on Teacher Credentialing (CTC) for the preliminary Career Technical Education (CTE) Credential. Teachers holding a **clear** multiple subject, single subject or education specialist California teaching credential must have:

- At least one year of teaching experience while holding the original credential
- Two years of occupational experience in the specific industry sector for the CTE credential they wish to obtain (Work experience based on qualifications set by CTC, approved alternatives or substitutions will qualify)
- An authorization to teach English Learners \*

*\*If the original teaching credential does not include an authorization to teach English learners or if the individual does not hold a separate English learner authorization (i.e. Clear CLAD/BCLAD Certificate, Certificate of Completion of Staff Development) then the individual must complete the coursework for the English learner authorization in addition to the other credential requirements.*

- ✓ Must complete the application process to be issued a preliminary credential
  - \$300.00 Application fee to OCDE - Non-refundable

**Additionally**, within three years, candidates must successfully fulfill the following requirements to obtain the **clear** Designated Subjects (DS) CTE Credential:

- ✓ Complete the required coursework. All courses are offered online.
  - CTE 100 - Core Foundations Course - \$1200.00
- ✓ Complete CPR (Infant, Child and Adult), Health for Educators, and U.S. Constitution requirements.
- ✓ Verify one year of documented successful CTE teaching experience completed while holding a preliminary CTE credential.



BOARD UPDATE

August 7, 2023

EMPLOYEE PERSONNEL REGISTER NO. 1 – 2023-2024

It is recommended that the Board approve the following personnel actions:

**EMPLOYMENT:**

Name: Olukayode Banmeke  
Position: Administrator, Educational Programs  
Program: Educational Services  
Location: Presidio  
Effective: July 5, 2023

Name: Alma Castillo  
Position: Teacher  
Program: Medical Careers and Health Systems  
Location: Estancia H.S.  
Effective: August 7, 2023

Name: Laurie Eberhart  
**From:** Position: Career Specialist  
**To:** Position: Program Specialist  
Program: Student Service  
**From:** Location: Woodbridge and Northwood H.S.  
**To:** Location: Presidio Site  
Effective: June 26, 2023

Name: Alejandra Gonzalez  
Position: Receptionist/Administrative Assistant  
Program: Student Services  
Location: Presidio Site  
Effective: July 17, 2023

Name: Hector Gonzalez  
Position: Teacher  
Program: Automotive Technology Internship  
Location: University H.S,  
Effective: Pending new hire processing

Name: Cory Gray  
**From:** Position: Substitute Teacher  
**To:** Position: Teacher  
Program: Digital Media Arts  
Location: Corona Del Mar H.S.  
Effective: August 7, 2023

Name: Felicia Hopkins  
Position: Teacher  
Program: Culinary Arts Internship  
Location: Tustin H.S.  
Effective: Pending new hire processing

Name: James McDuffie  
**From:** Position: Substitute Teacher  
**To:** Position: Teacher  
Program: Emergency Medical Response  
Location: El Toro H.S.  
Effective: August 7, 2023

Name: Jacqueline Millwood  
Position: Teacher  
Program: Sports Medicine and Athletic Training  
Location: Tustin H.S.  
Effective: Pending new hire processing

Name: Jennifer Stead  
Position: College and Career Specialist  
Program: Student Services  
Location: Northwood and Woodbridge H.S.  
Effective: Pending new hire processing

Name: Robin Springer  
Position: Substitute Teacher  
Program: Educational Services  
Location: All Sites  
Effective: Pending new hire processing

**RESIGNATION:**

Name: Ronald Almero  
Position: Teacher  
Program: Medical Nursing Careers  
Location: Presidio Site  
Effective: August 10, 2023

Name: Maressa McDonald  
Position: College and Career Specialist  
Program: Student Services  
Location: Beckman H.S.  
Effective: July 17, 2023

Name: Sesar Morfin  
Position: Chief Business Official  
Program: Business Services  
Location: Presidio Site  
Effective: September 16, 2023

Name: Joseph Noceti  
Position: Teacher  
Program: Emergency Medical Responder  
Location: Edison H.S.  
Effective: July 31, 2023

Name: Darin Petzold  
Position: Teacher  
Program: Construction Technology  
Location: Creekside H.S.  
Effective: June 13, 2023

Name: Joann Pham  
Position: Career Specialist  
Program: Student Services  
Location: Back Bay/Monte Vista H.S.  
Effective: August 4, 2023

Name: Gregory Spradlin  
Position: Teacher  
Program: Digital Media Arts  
Location: Trabuco Hills H.S.  
Effective: July 11, 2023



**SEPARATION OF EMPLOYMENT:  
(HBUSD/SVUSD)**

Name: Joshua Behrens  
Position: Teacher  
Program: Theater Technology  
Location: Huntington Beach H.S.  
Effective: June 9, 2023

Name: Courtney Eargle  
Position: Teacher  
Program: Sports Medicine & Athletic Training  
Location: Huntington Beach H.S.  
Effective: June 17, 2023

Name: Courtney Jacobs  
Position: Teacher  
Program: Sports Medicine & Athletic Training  
Location: Marina H.S.  
Effective: June 17, 2023

Name: Juliette Lunger-Hoyos  
Position: Teacher  
Program: Costume Design  
Location: Huntington Beach H.S.  
Effective: June 9, 2023

Name: Jane Siemonsma  
Position: Teacher  
Program: Digital Media Arts  
Location: Mission Viejo H.S.  
Effective: June 2, 2023

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Brian K. Dozer







Coastline ROP  
Travel/Conference Report  
Board Meeting  
August 17, 2023

<b>Name</b>	<b>Date(s)</b>	<b>Destination</b>	<b>Purpose</b>	<b>Amount</b>
Brian Dozer, Superintendent Presidio Campus	Jul 19, 2023	Virtual	OC 23 State of the County Luncheon – Chamber of Newport Beach	\$75.00
Krista Ganga, Director, Educational Services Presidio Campus	Jul 19, 2023	Virtual	OC 23 State of the County Luncheon – Chamber of Newport Beach	\$75.00
Kasey Eckels, Work-Based Learning Specialist Presidio Campus	Jul 19; 2023	Virtual	OC 23 State of the County Luncheon – Chamber of Newport Beach	\$75.00
Stephen Moreno, Instructor, Estancia High School	Aug 8 – Aug 9, 2023	Los Angeles, CA	Siggraph 2023	\$1710.00
Kasey Eckels, Work-Based Learning Specialist Presidio Campus	Aug 23, 2023	Irvine, CA	Irvine Chamber – Evening Business Exchange Mixer	\$10.00
Izabel Burdge, Executive Assistant Presidio Campus	Aug 25, 2023	Virtual	CSBA's The Brown Act Training	\$300.00
Krista Ganga, Director, Educational Services Presidio Campus	Aug 25, 2023	Virtual	CSBA's The Brown Act Training	\$300.00
Tina Murphy, Film Teacher Portola High School	Oct 10 – Oct 12, 2023	Los Angeles, CA	Adobe Max 2023	\$2902.50
Grace Waldner, Computer Graphics Teacher Portola High School	Oct 10 – Oct 12, 2023	Los Angeles, CA	Adobe Max 2023	\$2837.00
Brian Dozer, Superintendent Presidio Campus	Oct 19, 2023	Anaheim, CA	OCBC & CSUF 29 <sup>th</sup> Annual Economic Forecast Conference	\$150.00
Krista Ganga, Director, Educational Services Presidio Campus	Oct. 19, 2023	Anaheim, CA	OCBC & CSUF 29 <sup>th</sup> Annual Economic Forecast Conference	\$150.00
Sesar Morfin, Chief Business Official Presidio Campus	Oct. 19, 2023	Anaheim, CA	OCBC & CSUF 29 <sup>th</sup> Annual Economic Forecast Conference	\$150.00
James Piccola, Administrator, Educational Services Presidio Campus	Nov 14 – Nov 17, 2023	Rancho Mirage, CA	CALCP CAROCP 32 <sup>nd</sup> Annual Conference	\$1523.82
Olu Banmeke, Administrator, Educational Services Presidio Campus	Nov 14 – Nov 17, 2023	Rancho Mirage, CA	CALCP CAROCP 32 <sup>nd</sup> Annual Conference	\$1523.82

Kasey Eckels, Work Based Learning/Outreach Specialist Presidio Campus	Nov 14 – Nov 17, 2023	Rancho Mirage, CA	CALCP CAROCP 32 <sup>nd</sup> Annual Conference	\$1523.82
Krista Ganga, Director, Educational Services Presidio Campus	Nov 15 – Nov 17, 2023	Rancho Mirage, CA	CALCP CAROCP 32 <sup>nd</sup> Annual Conference	\$1323.82
Brian Dozer, Superintendent Presidio Campus	Nov 15, 2023	Rancho Mirage, CA	CAROCP Committee and Board Meetings	\$155.00
Izabel Burdge, Executive Assistant Presidio Campus	Nov 29, 2023	San Francisco, CA	AEC 2023 – Executive Assistant One Day Program	\$1253.25
Brian Dozer, Superintendent Presidio Campus	Nov 30 – Dec 1, 2023	San Francisco, CA	AEC 2023 Conference	\$1999.80
<b>Total</b>				<b>\$18,037.83</b>