



# **BOARD OF TRUSTEES**

# **AGENDA**

**April 15, 2021**

**9:00 a.m. Open Session**

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

Board of Trustees: Diana Carey / Lauren Brooks / Michelle Barto / Barbara Schulman / Lynn Davis





TO: Board of Trustees  
FROM: Carol Hume  
DATE: April 6, 2021  
SUBJECT: Board Package

Enclosed are the agenda and backup materials for the April 15 regular Board of Trustees meeting. Trustee Brooks, Trustee Carey, and I will meet virtually at **8:45 a.m.** to review the agenda. The board meeting will begin at **9:00 a.m.**

I look forward to seeing you via Zoom on Thursday, April 15.



**COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

Paul E. Snyder Administrative Center, 1001 Presidio Square, Costa Mesa 92626-1584

**BOARD OF TRUSTEES**  
**Thursday, April 15, 2021**  
**9:00 a.m. Open Session**

**NOTICE OF VIDEO/TELEPHONIC GOVERNING BOARD MEETING**

In compliance with Executive Orders N-29-20 and N-35-20 issued by Governor Newsom on March 12 and March 21, 2020 respectively, the April 15, 2021 Board Meeting will be conducted via video/teleconference.

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign into the meeting at 9:00 a.m. on Thursday, April 15, 2021.

**HOW TO CONNECT TO THE MEETING**

If you wish to connect to the meeting via Zoom video/teleconference, contact Coastline ROP Executive Assistant Debbie Ludwig at (714) 429-2212 or [dludwig@coastlinerop.net](mailto:dludwig@coastlinerop.net). Please provide your name and email address to receive a link and instructions to access the meeting.

**ELECTRONIC PUBLIC COMMUNICATION TO THE BOARD**

Members of the public may submit comments on items on the agenda, and any item within the jurisdiction of the school district, via electronic submission no later than Thursday, April 15, 2021 by 8:00 a.m.:

By email at the following address: [dludwig@coastlinerop.net](mailto:dludwig@coastlinerop.net)

On-line: Google Forms (Links below)

English - [Coastline ROP Board of Trustees Comment Card](#)

Spanish - [Tarjeta de comentarios de la Junta Directiva de Coastline ROP](#)

Comments may not exceed three minutes.

For disability-related accommodations, including Zoom translation services, contact Coastline ROP Executive Assistant Debbie Ludwig at (714) 429-2212 or [dludwig@coastlinerop.net](mailto:dludwig@coastlinerop.net), at least one working day before the scheduled meeting.

Coastline ROP Agenda Webpage: <https://www.coastlinerop.net/about-board.asp>

*Meetings are 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:**

Lauren Brooks, President	_____
Lynn Davis, Vice President	_____
Michelle Barto, Clerk	_____
Barbara Schulman, Member	_____
Diana Carey, Member	_____

Coastline ROP:	Carol Hume, Superintendent
	J.S. Coke, Director of Educational Services
	Sesar Morfin, Director of Business Services

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

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

Votes:

Member Brooks \_\_\_\_\_

Member Schulman \_\_\_\_\_  
Member Davis \_\_\_\_\_  
Member Barto \_\_\_\_\_  
Member Carey \_\_\_\_\_

**4. PLEDGE OF ALLEGIANCE**

**INFORMATION ITEMS**

**5. SUPERINTENDENT'S REPORT – Carol Hume**

**6. EDUCATIONAL SERVICES' REPORT – J.S. Coke**

**DISCUSSION/ACTION ITEMS**

**7. Board Meeting Date/Time Changes Discussion/Action**

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

Votes:

Member Brooks \_\_\_\_\_  
Member Schulman \_\_\_\_\_  
Member Davis \_\_\_\_\_  
Member Barto \_\_\_\_\_  
Member Carey \_\_\_\_\_

**8. Funding of Other Post-Employment Benefits (OPEB) Discussion/Action**

Recommend the Board approve the establishment of a section 115 trust with the Public Agency Retirement Services (PARS).

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

Votes:

Member Brooks \_\_\_\_\_  
Member Schulman \_\_\_\_\_  
Member Davis \_\_\_\_\_  
Member Barto \_\_\_\_\_  
Member Carey \_\_\_\_\_

**RESOLUTION 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 Resolution Consent Calendar.

It is recommended that the Board approve:

**9. Resolution No. 9/2020-2021: Appoint the Director of Business Services as the plan administrator of the Coastline ROP section 115 trust.**

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

Votes:

Member Brooks \_\_\_\_\_

Member Schulman \_\_\_\_\_  
Member Davis \_\_\_\_\_  
Member Barto \_\_\_\_\_  
Member Carey \_\_\_\_\_

**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:

- 10. Minutes from the March 11, 2021 Board of Trustees meeting
- 11. Ratification of Purchase Order Report ending March 31, 2021
- 12. Ratification of Check Report ending March 31, 2021
- 13. Ratification of CTE TEACH Site Memorandum of Understanding between the Colton-Redlands-Yucaipa Regional Occupational Program and Coastline ROP
- 14. Eaglesoft software purchase and license agreement
- 15. Internship Sites
- 16. Inventory Deletion Report
- 17. Personnel register #6 - 2020-2021 (Approval of employee appointments, release, retirements, terminations, leaves, transfers, promotions, stipends, additional/overtime assignments)
- 18. Approval/Ratification of Travel Conference Report

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

Votes:  
Member Brooks \_\_\_\_\_  
Member Schulman \_\_\_\_\_  
Member Davis \_\_\_\_\_  
Member Barto \_\_\_\_\_  
Member Carey \_\_\_\_\_

**NEW BUSINESS**

**Information**

**ADJOURNMENT**

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

Votes:  
Member Brooks \_\_\_\_\_  
Member Schulman \_\_\_\_\_  
Member Davis \_\_\_\_\_  
Member Barto \_\_\_\_\_  
Member Carey \_\_\_\_\_

**Next Scheduled Meeting: May 20, 2021**

Public Records related to the public session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at 1001 Presidio Square, Costa Mesa, during regular business hours (7:30 a.m. to 4:30 p.m.)

## COASTLINE REGIONAL OCCUPATIONAL PROGRAM 2021 BOARD CALENDAR

<b>January 27</b>	(4 <sup>th</sup> Wednesday)	-	Pre-meeting: Lauren Brooks & Barbara Schulman Board Meeting
<b>February 18</b>	(3 <sup>rd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Lynn Davis Board Meeting Textbook Inventory
<b>March 11</b>	(2 <sup>nd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Michelle Barto Board Meeting Interim Budget Review 2020-21 Coastline ROP Priorities Update
<b>April 15</b>	(3 <sup>rd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Diana Carey Board Meeting
<b>May 20</b>	(3 <sup>rd</sup> Thursday )	-	Pre-meeting: Lauren Brooks & Barbara Schulman Board Meeting Review Superintendent's Evaluation Process Employ Summer Semester Staff
<b>June 17</b>	(3 <sup>rd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Lynn Davis Board Meeting Public Hearing for 2021-2022 Budget Adopt 2021-2022 Budget Authorize Superintendent to Approve Travel and Conferences 2021-2022 School Calendar Discussion of Superintendent's Evaluation
<b>July 15</b>	(3 <sup>rd</sup> Thursday)	-	Board Meeting
<b>August 19</b>	(3 <sup>rd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Michelle Barto Board Meeting Interagency Agreements Appendix A for 2021-2022 Administrative Contract Extensions Board Input for 2021-2022 Coastline ROP Priorities
<b>September 9</b>	(2 <sup>nd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Diana Carey Board Meeting Superintendent's Evaluation 2020-21 Unaudited Actuals Report
<b>October 21</b>	(3 <sup>rd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Barbara Schulman Board Meeting
<b>November 18</b>	(3 <sup>rd</sup> Thursday)	-	Board Meeting
<b>December 9</b>	(2 <sup>nd</sup> Thursday)	-	Pre-meeting: Lauren Brooks & Lynn Davis Organizational Meeting Audit Report Interim Budget Review

**MEETING TIME - 9:00 a.m.**

Board approved: 12/16/20



TO: Board of Trustees

FROM: Sesar Morfin

DATE: April 6, 2021

SUBJECT: Funding of Other Post-Employment Benefits (OPEB)

Background. Since 1999, Coastline ROP has offered post-employment benefits to our retirees. These benefits include health, dental, and vision coverage in a Coastline-approved plan. To be eligible, retirees must be between 60 and 65 years of age and have been enrolled in the Coastline’s benefit plan for the two years prior to retirement. They must also have been employed for 50 percent or more of a regular full-time assignment for the last two years prior to retirement. Additionally, they must have cumulative 20 years of [benefit] eligible service with Coastline ROP, a sister ROP in Orange County, the Orange County Department of Education, or one of our five partnering districts. Benefits are for the retired employee only; spouse/families are not eligible. Benefits will cease for the retiree upon death or when the employee reaches the age of 65.

Coastline pays the premium cost of these benefits on behalf of eligible retirees up to the established plan cap for a single employee. Any difference between the cost of plan and Coastline’s established plan cap is the responsibility of the retiree.

In July 2004, the Governmental Accounting Standards Board (GASB) implemented Statement No. 45 – Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions (OPEB). GASB 45 was prompted by concern over potentially large government employer obligations for post-employment benefits. It applied to all government entities including public schools. Coastline ROP’s initial actuarial study was completed in June 2010.

In 2015, GASB issued Statement No. 75, which replaces Statement No. 45. It applies to all public employers and became effective for fiscal years beginning after June 15, 2017. Although both statements require entities to calculate present liability for future non-pension, other post-employment benefits (OPEBs) for employees and retirees, GASB 75 requires the full liability to be recognized on the balance sheet, whereas GASB 45 recognized the liability with a footnote in the financial statements.



In addition, GASB 75, requires entities to have an actuarial study performed every two years. The ROP's most recent actuarial study was completed by Total Compensation Systems, Inc. (TCS) in July 2020 with a measurement date of June 30, 2020.

Steps Taken to Date. Coastline recognized the challenges that these new requirements posed so in 2016-17 the Board of Trustees authorized the establishment of a special reserve fund for the purposes of funding our long-term OPEB liabilities. The Board of Trustees authorized that a total of \$5,000 be transferred out of the general fund into this new special reserve fund. As of June 30, 2020, that special reserve fund had a total balance of \$20,867.

Based on the actuarial study, which was completed in July of 2020, it was determined that our current long-term OPEB liability was estimated to be \$495,953. Based on the significant difference between our estimated long-term liability and the current balance in our special reserve fund, the Board of Trustees requested that staff assess what other options were available to us as it relates to funding this long-term liability.

Analysis. Staff reached out to our partnering districts as well as other neighboring districts regarding how they fund these long-term liabilities. Most responded that they pay as they go and that they do not set aside any additional funds to fund these long-term liabilities. Of those that did set aside funds, most utilized what is known as a section 115 trust.

A section 115 trust is an investment vehicle which is used for the purpose of funding essential governmental functions. Any investment income earned from a section 115 trust is tax-exempt per Internal Revenue Code section 115. Currently, the two purposes that these trusts can be used for is to fund OPEB liabilities or to meet future pension contributions or liabilities. Funds placed within a section 115 trust are irrevocably committed for the essential government function specified in the applicable trust agreement. In other words, the monies held in such trusts can only be used for the purpose specified in the applicable trust agreement. The funds may not be used to fund day-to-day government operational expenditures.

The districts that have a section 115 trust in place utilized the consultation services of three different entities (California Public Employee Retirement Services (CalPers), Public Agency Retirement Services (PARS), and Keenan and Associates). Staff reached out to all three of these entities and discussed the questions that we had with them and we discussed the different services that they offer along with the associated fee structure of those services.





Below is a summary of our findings:

<b>Section 115 Trust Analysis</b>			
<b>Questions Asked</b>	<b>CalPers</b>	<b>PARS</b>	<b>Keenan</b>
How many participating agencies do you have and who are they?	575 (cities, counties, school districts, etc.)	250 (cities, counties, school districts, etc.)	100 (cities, counties, school districts, universities, etc.)
How many years has the trust fund been in existence?	Since 2007	Since 2000	Since 2005
What is the amount of funds currently managed within trust fund?	\$14 billion	\$2 billion	\$1.2 billion
What is your fee structure?	10 basis points or .01% of assets under management (\$25,000*.01% = \$25/year) Includes consultative and investment management fees. No set up or term fees.	55 basis points or .55% of assets under management (\$25,000*.55% = \$137.50/year) Includes .25% for consultative fees and .30% for investment management fees. No set up or term fees.	93.5 basis points or .0935% of assets under management (\$25,000*.0935=\$233.75/year. There is also a \$162.50 monthly fee on top of that. Includes consultative and investment management fees. No set up or term fees.
What is the minimum contribution amount?	No minimum	No minimum	No minimum



<b>Section 115 Trust Analysis</b>			
<b>Questions Asked</b>	<b>CalPers</b>	<b>PARS</b>	<b>Keenan</b>
Who actively manages the investment?	CalPers handles all the consulting and investment management services. Clients select investment strategy and CalPers implements it.	PARS handles all the consulting services while US Bank handles the investment management. Clients select investment strategy and US bank implements it.	Keenan provides the consultative services and Morgan Stanley handles the investment management. Clients select investment strategy and US bank implements it.
What type of long-term investment return can we expect?	Conservative strategy = 6%-7% Moderate strategy = 7%-8% Aggressive strategy = 8%-9%	Conservative strategy = 5%-6% Income Index strategy = 6% - 7% Balanced Index strategy = 7%-8% Growth Index strategy = 8% - 9%	Conservative strategy = 5%-6% Moderate = 6% - 6.5% Moderate Growth = 6.5% - 7% Growth = 7% - 8% Aggressive Growth = 8% - 9%

Benefits of Establishing a Section 115 Trust Fund. The investment returns of these types of funds have historically been higher compared to returns we earn on the special reserve fund we currently have. That is because those special reserve funds are deposited with the Orange County Treasurer’s Office as a part of our general fund monies. Per section 41002 of the California Education Code, local education agencies (LEAs) are to deposit general fund dollars that are intended to be used for general operating expenditures into their local county treasury’s office. The Orange County Treasurer’s Office invests LEA’s monies into very low risk investments which is why the returns are so low. This code is in place to safeguard against any potential investment losses to public money. Investment returns have historically been between 1 and 2 percent. Depending upon the investment strategy that we select and how the market performs with respect to the section 115 trust, we can realistically expect an investment return of anywhere between 5 to 9 percent based upon historical investment strategies and market performance. There is no guarantee of future investment return.



Another benefit is that the ongoing costs to administer the program are reasonable. Those costs will increase as the balance in the account increases but they are still comparable to what we are currently paying in administration fees to the Orange County Treasurer's Office to manage our funds. The expectation is that the investment returns will outpace the administration fees which will allow the fund to continue to grow well into the future.

Another benefit is that we will be able to use the balance of funds reflected in a section 115 trust fund within our financial statements as an offset to our long-term OPEB liabilities. This benefits us in that it improves our overall financial condition as an organization because our liabilities are reduced. This is possible because a section 115 trust is an irrevocable trust and monies within the trust are considered an asset and can only be used to fund long-term OPEB liabilities. This is not the case with our current special reserve funds as the Board of Trustees, at its discretion, may decide to use those monies to fund other operating expenditures. For this reason, our current special reserve funds are not reflected as an offset to our long-term OPEB liabilities.

Lastly, a benefit is that we rely on the experience and expertise of an investment management firm to maximize our returns and achieve our goals. We, as the client, have the full control and flexibility to choose an investment amount and an investment strategy and pivot from that investment amount and/or strategy as needed.

Limitations/Concerns of a Section 115 Trust. Since this is an irrevocable trust, the monies within the trust cannot be used for any other purpose other than to fund long-term OPEB liabilities. This does not give Coastline the flexibility to possibly utilize these funds during challenging times for another purpose. The current reserve fund that we have for OPEB liabilities does allow for that flexibility.

What if Coastline is not satisfied with the consultative services that are being provided by a particular entity? What options do we have? There will be an Administrative Services Agreement in place between Coastline and the entity we choose. The term of this agreement will be for three (3) years from the execution date. If, for any reason, we are dissatisfied with the services being provided, we will have the ability to terminate this agreement by giving thirty (30) days written notice to the other party of the intent to terminate. If we decide to terminate, then there is also a process in place to transfer over the monies within the section 115 trust fund into another section 115 trust fund that would be managed by another trustee.

Recommendation. Staff recommends that we select the Public Agency Retirement Services (PARS) to facilitate and manage the establishment of a section 115 trust on behalf of Coastline. Although the fees for PARS are more than CalPERS, they have worked with several of our neighboring and partnering districts, and they have shared with us that the customer service that they have received has been exemplary. We



believe that customer service along with a proven track-record is critical in ensuring our best interests are kept in mind. In selecting PARS for this service, we are also selecting US Bank to serve as our Trustee and provide investment management services to us. The cost for this service is included within the cost analysis noted above.

Staff also recommends that once the trust fund has been established, that we transfer all the funds currently in our special reserve fund into the newly established trust fund. This will allow us to leverage the funds available to us to capitalize on potential investment returns. In addition, staff recommends that we increase our annual contribution to this fund from \$5,000 to \$10,000 beginning in the 2021-2022 fiscal year and that we select a balanced indexed investment strategy. This is an aggressive investment strategy but not as aggressive as a growth index strategy. Again, this will help us to leverage our monies and being that this is a long-term investment, hopefully capitalize on potential investment returns.

To formalize the establishment of a section 115 trust, an Administrative Services Agreement must be executed between Coastline and PARS. The agreement has been reviewed by our legal counsel and it is enclosed for your consideration.

Thank you for your consideration of this request and we would be happy to answer any questions.

Enclosure

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Coastline Regional Occupational Program (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits (“OPEB”) obligations (“Plan”) and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit IC, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: Coastline Regional Occupational Program; 1001 Presidio Square, Costa Mesa, CA 92626; Attention: \_\_\_\_\_ [Plan Administrator Title]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning April 15, 2021 and ending April 14, 2024 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: \_\_\_\_\_  
Plan Administrator Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_  
Tod Hammeras

TITLE: Chief Financial Officer

DATE: \_\_\_\_\_



EXHIBIT 1A  
SERVICES

PARS will provide the following services for the Coastline Regional Occupational Program Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
  - (C) Trustee Investment Forms
  
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Contribution amount
  - (C) Contribution date
  - (D) Contribution method (Check, ACH, Wire)
  
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement/distribution amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
  - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
  
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.



TO: Board of Trustees

FROM: Sesar Morfin

DATE: April 6, 2021

SUBJECT: Adoption of Resolution No. 9/2020-21

Background. Based on the Board of Trustees' approval of selecting the Public Agency Retirement Services (PARS) for the establishment a section 115 trust, a board resolution has been enclosed for your consideration which appoints the position of Director of Business Services as Coastline's Plan Administrator. This will authorize the Director of Business Services to execute any necessary legal and administrative documents on behalf of Coastline and to take whatever additional actions are necessary to manage and administer the program.

Recommendation. It is respectfully requested that the Board of Trustees approve resolution number 9/2020-2021 for positive adoption.

Enclosure

RESOLUTION NO. 9/2020-2021

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE COASTLINE REGIONAL OCCUPATIONAL PROGRAM  
APPROVING THE APPOINTMENT OF THE POSITION OF DIRECTOR OF BUSINESS SERVICES TO SERVE  
AS THE PLAN ADMINISTRATOR OF THE  
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST  
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

WHEREAS PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS the Coastline Regional Occupational Program ("Coastline ROP") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS the Coastline ROP's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS the Coastline ROP's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS the Coastline ROP reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby appoints the Director of Business Services, or his/her successor or his/her designee as the Coastline ROP's Plan Administrator for the Program; and
2. The Coastline ROP's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the Coastline ROP and to take whatever additional actions are necessary to maintain the Coastline ROP's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the Coastline ROP's Program.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hands this 15<sup>th</sup> day of April 2021.

\_\_\_\_\_  
Clerk/Secretary of the Board of Trustees

**COASTLINE REGIONAL OCCUPATIONAL PROGRAM  
REGULAR BOARD MEETING**

**Minutes  
March 11, 2021**

The Board of Trustees of Coastline Regional Occupational Program met in regular session on March 11, 2021 via Zoom videoconference. The meeting was called to order at 9:02 a.m. by Lauren Brooks, President.

Present Members

Lauren Brooks  
Lynn Davis  
Michelle Barto  
Barbara Schulman  
Diana Carey

Other

Carol Hume	Rocky Murray	Sherrie Pawley	Jeanne Bennett
J.S. Coke	Ulises Garcia	Kathy Evans	Krista Weigand
Sesar Morfin	James Newton	Siteria Edwards	Brian Ruff
Debbie Ludwig	Grant Litfin	Krista Ganga	

**ADOPTION OF AGENDA** It was moved by Member Carey, seconded by Member Barto, to adopt the agenda as presented. Motion carried 5-0. The roll call vote follows:  
Ayes: Members Brooks, Schulman, Davis, Barto, and Carey

**CLOSED SESSION** The Board met in closed session from 9:00 a.m. to 9:45 a.m. to discuss the Superintendent’s midyear evaluation and strategic priorities. There was no action taken. Open session reconvened at 9:45 a.m.

**SUPERINTENDENT’S REPORT** Carol Hume reported the California Association of Regional Occupational Centers and Programs (CAROCP) hosted a virtual board meeting on Monday, March 8. The following topics were discussed:

- PPE - ROPs were not initially included in the PPE allocated to districts last fall. Supplies were received after working through CDE and legislative advocates. The second round of PPE will be arriving soon.
- AB 388 by Assemblymember Medina – Assemblymember Medina is, once again, proposing permanency for ROP and Adult Education teachers and teachers in small school districts. The California Teachers Association is behind this bill. Many associations are opposed including: CSBA, CASBO, and ACSA. Our charge is to offer programs that meet the needs of our local business partners. Those needs are constantly changing. This legislation would limit our ability to be flexible in our offerings.
- AB 839 by Assemblymember O’Donnell – This bill seeks to increase the CTE Incentive Grant funding. The amount of the increase has yet to be included in the language of the bill.
- AB 438 by Assemblymember Reyes – This bill includes classified employees in the March 15 layoff notification. There is strong opposition to this bill.

Ms. Hume stated there is bipartisan support for CTE.

Talking points for the legislators are being finalized and will be shared with the Board of Trustees.

The Orange County Department of Education has taken the lead on establishing vaccination PODs for educators. They are extremely well- 10.0

**EDUCATIONAL  
SERVICES' REPORT**

organized. Employees have reported securing appointments at one of the pods, pharmacies, and Kaiser.

J.S. Coke and Ms. Hume are meeting with each steering committee member to discuss summer school, the use of grant funds, and beginning the conversation about pathways for next year.

In the Newport-Mesa Unified School District, the Construction Leadership Series kicked off with 17 students. The students were engaged and asking questions about the industry, career paths, and potential earnings. Administrator Kathy Evans worked with Lisa Snowden, coordinator of college and careers in the Newport-Mesa Unified School District, to create this series.

Administrator Sherrie Pawley and career specialists in the Irvine Unified School District participated in the virtual college and career fair. Ms. Pawley presented to about 100 people in her virtual room while the career specialists interfaced with students and parents.

Mr. Coke served as a judge for student competitions in Cal-HOSA (Health Occupations Students of America). Cal-HOSA is a career technical student organization or CTSO that provides leadership opportunities in the health sciences. Mr. Coke judged resumes and cover letters and live interviews via Zoom. Mr. Coke reported 25 of 31 students from the Estancia Medical Academy at Estancia High School in Costa Mesa are advancing to the State competition. Mr. Coke shared his appreciation to teacher Hayato Yuuki, the inspirational leader of that program.

On February 26, the four ROPs in Orange County held their first joint advisory in Digital Media Arts and Transportation. Mr. Coke thanked Krista Schweers-Ganga, K12 pathway coordinator, for her work with her three other colleagues in creating this series.

Industry certifications are a vital benefit of CTE programs as it provides students with skills for the workforce. The automotive program at Laguna Hills High School in the Saddleback Valley Unified School District has offered the Snap-on certifications to students for approximately three years. This year, 65 certifications have been earned, and since the pandemic started, 254 were awarded. To date, their total is 617. Mr. Coke recognized teacher Patrick Sullivan for his leadership.

The Animal Welfare Institute is an American, non-profit, charitable organization founded by Christine Stevens in 1951 to reduce pain and fear inflicted on animals by humans. It is one of the oldest animal welfare organizations in the United States. For the first time, one of the Animal Health Care pathway students, Ashlyn Gotori, a senior at University High School, applied for a scholarship and won. The organization selects eight students from the United States.

**AUDITOR'S REPORT**

Brian Ruff of Eide Bailly, LLP, presented Coastline ROP's audit report which showed no findings or adjustments.

It was moved by Member Carey, seconded by Member Barto. to approve acceptance of the 2019-20 audit report and the filing of the report with the appropriate agencies. Motion carried 5-0. The roll call vote follows:  
Ayes: Member Brooks, Schulman, Davis, Barto, and Carey

**BOARD MEETING  
DATE/TIME CHANGES**

There was no action taken.

**SECOND INTERIM  
BUDGET**

It was moved by Member Davis, seconded by Member Carey, to approve a positive certification for the second interim budget, as presented, with appropriate criteria and standards. Motion carried 5-0. The roll call vote follows:  
Ayes: Member Brooks, Schulman, Davis, Barto, and Carey

**2020-21 REVISED  
SCHEDULE OF  
CLASSES FOR ROP  
SERVICES**

It was moved by Member Schulman, seconded by Member Barto, to approve the revised schedule of classes for Huntington Beach Union High School District, Saddleback Valley, and Tustin Unified School Districts. Motion carried 5-0. The roll call vote follows:  
Ayes: Member Brooks, Schulman, Davis, Barto, and Carey

**MISSION STATEMENT**

It was moved by Member Carey, seconded by Member Davis, to approve the revised Coastline ROP Mission Statement. Motion carried 5-0. The roll call vote follows:  
Ayes: Members Brooks, Schulman, Davis, Barto, and Carey

**RESOLUTION  
CONSENT CALENDAR**

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

**CONSENT CALENDAR**

It was moved by Member Barto, seconded by Member Carey, to approve the Consent Calendar as presented. Motion carried 5-0. The roll call vote follows:  
Ayes: Members Brooks, Schulman, Davis, Barto, and Carey

- Minutes from the February 18, 2021 Board of Trustees meeting
- Ratification of Purchase Order Report ending February 28, 2021
- Ratification of Check Report ending February 28, 2021
- Internship Sites
- Inventory Deletion Report
- Approval/Ratification of Travel Conference Report

**ADJOURNMENT**

It was moved by Member Carey, seconded by Member Barto, to adjourn the meeting. Motion carried 5-0. The roll call vote follows:  
Members Brooks, Barto, Schulman, Davis, and Carey

The meeting was adjourned at 10:39 a.m.

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Clerk/Secretary



**COASTLINE R.O.P.  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 04/15/2021**

**FROM 03/01/2021 TO 03/31/2021**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P95C0390	OFFICE DEPOT	56.01	56.01	01762913 4330	Ludwig/Executive Assistant / Office Supplies-Consumable
P95C0391	FEDEX	61.84	61.84	01014010 5950	Batte, J/Theater Tech HBHS / Postage - Communications
P95C0392	AMAZON	326.54	326.54	01970910 4330	School Safety / Office Supplies-Consumable
P95C0393	CALIFORNIA DEPT OF PUBLIC HEAL	472.00	472.00	01065012 5891	Bocan/Dental BO Internship ROP / TAXES/FEES/PERMIT
P95C0394	ZORO.COM	28.68	28.68	01178010 4310	Misich/Auto Tech MLR 1 UNI / INSTRUCTIONAL
P95C0395	AMAZON	19.38	19.38	01910970 4330	Main Site Maintenance / Office Supplies-Consumable
P95C0396	OFFICE DEPOT	26.87	26.87	01072200 4310	Kirkwood/CSI CHS / INSTRUCTIONAL SUPPLIES
P95C0397	OFFICE DEPOT	51.59	51.59	01760935 4330	Hume/Superintendent / Office Supplies-Consumable
P95C0398	AMAZON	18.31	9.16	01049000 4310	Burns/Dental Asst FO ROP / INSTRUCTIONAL SUPPLIES
			9.15	01065012 4310	Bocan/Dental BO Internship ROP / INSTRUCTIONAL
P95C0399	ORANGE COUNTY FIRE PROTECTION	124.50	124.50	01910950 5660	Mainsite Operations/0105 / EQUIP MAINT AGREEMENTS
P95C0400	BENNETT, JEANNE	200.00	200.00	01779940 5290	Bennett/Mgr Tech Services / MILEAGE NON TAXABLE
P95C0401	AMAZON	475.98	71.60	0106054 4210	Jeske/Sports Medicine-LHHS C5 / OTHER BOOKS - Instr
			404.38	0106054 4310	Jeske/Sports Medicine-LHHS C5 / INSTRUCTIONAL
P95C0402	INNOCORP LTD.	171.32	171.32	0106054 4320	Jeske/Sports Medicine-LHHS C5 / Instructional
P95C0403	WALMART	13.91	13.91	0106054 4310	Jeske/Sports Medicine-LHHS C5 / INSTRUCTIONAL
P95C0404	WEBSTAIRANT STORE	18.66	18.66	0106054 4310	Jeske/Sports Medicine-LHHS C5 / INSTRUCTIONAL
P95C0405	AMAZON	23.69	23.69	0106054 4310	Jeske/Sports Medicine-LHHS C5 / INSTRUCTIONAL
P95C0406	CDW GOVERNMENT	3,058.45	3,058.45	0106581 4430	Dental BO Intern CalWORKS / NON-CAP EQUIP/Comp &
P95C0407	PATTERSON DENTAL SUPPLY INC	6,956.34	6,956.34	0106581 5888	Dental BO Intern CalWORKS / Internet - Software/Licenses
P95C0408	AMERICAN HEART ASSOCIATION	3,620.40	3,620.40	0168700 4310	ALL CPR SWP-Industry Certifica / INSTRUCTIONAL
P95C0409	AMAZON	62.69	62.69	01060072 4310	Kantor/Sports Medicine Edison / INSTRUCTIONAL
P95C0410	AMAZON	47.29	47.29	01779940 4330	Bennett/Mgr Tech Services / Office Supplies-Consumable

**COASTLINE R.O.P.  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 04/15/2021**

**FROM 03/01/2021 TO 03/31/2021**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P95C0411	AMAZON	167.77	167.77	0105153 4310	Noceti, J/EMR VVHS C5 HBUHSD / INSTRUCTIONAL
P95C0412	AMAZON	599.16	484.04 115.12	0104150 4310 0104150 4320	Hayden/VE MHS C5 HBUHSD / INSTRUCTIONAL Hayden/VE MHS C5 HBUHSD / Instructional
P95C0413	AMAZON	65.06	65.06	0119550 4310	Tiongco/Media Arts ADV EST C5 / INSTRUCTIONAL
P95C0414	AMAZON	256.89	10.44 246.45	01564300 4310 0168700 4310	All CPR Expenses/Shared / INSTRUCTIONAL SUPPLIES ALL CPR SWP-Industry Certifica / INSTRUCTIONAL
P95C0415	FIRST AID MART	332.06	332.06	0168700 4310	ALL CPR SWP-Industry Certifica / INSTRUCTIONAL
P95C0416	STAPLES BUSINESS ADVANTAGE	184.35	184.35	01564300 4310	All CPR Expenses/Shared / INSTRUCTIONAL SUPPLIES
P95C0417	UNITED IMAGING	389.15	389.15	01608020 4330	Media Resource Center/F.2700 / Office Supplies-Consumables
P95C0418	AMAZON	39.86	39.86	0119050 4310	Jennrich/BITA 1 EST CTEIG-5 / INSTRUCTIONAL
P95X0388	GANAHL LUMBER	600.00	600.00	0119050 4310	Jennrich/BITA 1 EST CTEIG-5 / INSTRUCTIONAL
P95X0389	HOME DEPOT	600.00	600.00	0119050 4310	Jennrich/BITA 1 EST CTEIG-5 / INSTRUCTIONAL

**Fund 01 Total: 19,068.75**

**Total Amount of Purchase Orders: 19,068.75**

**COASTLINE R.O.P.**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**      04/15/2021

**FRO**    03/01/2021    TO 03/31/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE ACCOUNT AMOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P95C0338	SOFTCHOICE CORPORATION	3,331.75	+1,831.75 01780940 5888	Information Technology F-7700 / Internet - Software/Licenses
P95C0387	OMB WAREHOUSE	107.49	+23.69 01089033 4310	Misich/Auto Tech Intern UNI / INSTRUCTIONAL SUPPLIES
			+23.68 01178010 4310	Misich/Auto Tech MLR 1 UNI / INSTRUCTIONAL SUPPLIES
P95X0138	SMART & FINAL	2,837.25	+2,674.50 01084105 4310	Van Der Merwe/Culinary Arts OV / INSTRUCTIONAL
			-2,837.25 01084106 4310	Drake/Culinary Arts OV / INSTRUCTIONAL SUPPLIES

**Fund 01 Total: 1,716.37**

**1,716.37**

**Total Amount of Change Orders:**

**COASTLINE REGIONAL OCCUPATIONAL PROGRAM**

Check Report 3/1/2021-3/31/2021

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Fund 1            General

Total Checks: \$136,898.25

Submitted By:

  
\_\_\_\_\_  
Accounts Payable Specialist

Recommended for  
Board Ratification By

  
\_\_\_\_\_  
Director of Business Services

**COASTLINE R.O.P.**  
**Consolidated Check Register**  
 from 3/1/2021 to 3/31/2021

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
95 00030708	V9501474	CCCAOE	207865	OH	03/02/2021		MW	IS	495.00
95 00030709	V9502138	CRISISGO INC.	0002672	OH	03/02/2021		MW	IS	1,055.00
95 00030710	V9502296	EIDE BAILLY LLP	E11065248	OH	03/02/2021		MW	IS	1,500.00
95 00030711	V9503875	OFFICE DEPOT	154510492001	OH	03/02/2021		MW	IS	28.00
95 00030712	V9501843	READYREFRESH BY NESTLE	0027000850	OH	03/02/2021		MW	IS	81.47
95 00030713	V9501768	SAFETY KLEEN SYSTEMS INC	85324974	OH	03/02/2021		MW	IS	770.48
95 00030714	V9502164	THE BRAND HABIT LLC	1543	OH	03/02/2021		MW	IS	812.96
95 00030715	V9501251	CALIFORNIA DEPT OF PUBLIC HEAL	FAC00042884-YR2	OH	03/04/2021		MW	IS	472.00
95 00030716	V9500740	CASBO	569235	OH	03/04/2021		MW	IS	1,460.00
95 00030717	V9500045	COASTLINE ROP REVOLVING CASH F	1009/350	OH	03/04/2021		MW	IS	100.00
95 00030718	V9500482	FEDEX	7-232-32466	OH	03/04/2021		MW	IS	61.84
95 00030719	V9509319	HUME, CAROL	OOPE-02242 IHUM	OH	03/04/2021		MW	IS	18.40
95 00030720	V9501912	LYNNE PORTER	1-2020-2021	OH	03/04/2021		MW	IS	770.00
95 00030721	V9503760	NEWPORT MESA UNIFIED SD	78P10049-C	OH	03/04/2021		MW	IS	38,692.42
95 00030722	V9500651	SMART & FINAL	10801	OH	03/04/2021		MW	IS	36.63
95 00030723	V9501499	TIME WARNER CABLE	0033823021421	OH	03/04/2021		MW	IS	1,535.08
95 00030724	V9500886	VOISINET, PATTY	02/03-25/21	OH	03/04/2021		MW	IS	22.85
95 00030725	V9502040	METROPOLITAN LIFE INSURANCE CO	MARCH 2021	OH	03/08/2021		MW	IS	504.64
95 00030726	V9501350	REEP FOR BENEFITS	03/01-31/21 LOW	OH	03/08/2021		MW	IS	41,735.01
95 00030727	V9501921	SELMAN & COMPANY	03/01-31/21 ID T	OH	03/08/2021		MW	IS	80.00
95 00030728	V9501191	ATT	000016133911	OH	03/12/2021		MW	IS	50.05
95 00030729	V9500045	COASTLINE ROP REVOLVING CASH F	100460	OH	03/12/2021		MW	IS	8.25
95 00030730	V9502011	CORODATA RECORDS MANAGEMENT IN	RS4675486	OH	03/12/2021		MW	IS	45.35
95 00030731	V9502357	FOLEY, COLLEEN	OOPE022521FOLE	OH	03/12/2021		MW	IS	22.00
95 00030732	V9502293	INGARDIA BROS PRODUCE INC	6249012	OH	03/12/2021		MW	IS	269.74
95 00030733	V9500071	MICRO CENTER A/R	1156358	OH	03/12/2021		MW	IS	188.50
95 00030734	V9501475	O'REILLY AUTO PARTS	3576-276415	OH	03/12/2021		MW	IS	146.24
95 00030735	V9503875	OFFICE DEPOT	157760048001	OH	03/12/2021		MW	IS	38.66
95 00030736	V9500937	POST ALARM SYSTEMS	1356195	OH	03/12/2021		MW	IS	56.77
95 00030737	V9504457	RAINBOW DISPOSAL CO INC	0605-000766091	OH	03/12/2021		MW	IS	422.85
95 00030738	V9500034	SADDLEBACK VALLEY USD	83PI0204	OH	03/12/2021		MW	IS	45.93
95 00030739	V9501768	SAFETY KLEEN SYSTEMS INC	85505775	OH	03/12/2021		MW	IS	602.78
95 00030740	V9504986	STATER BROS MARKETS	035021021TS	OH	03/12/2021		MW	IS	276.24
95 00030741	V9500651	SMART & FINAL	701	OH	03/15/2021		MW	IS	897.63

**COASTLINE R.O.P.**  
**Consolidated Check Register**  
 from 3/1/2021 to 3/31/2021

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
95	00030742	ATT	000016142724	OH	03/17/2021		MW	IS	537.04
95	00030743	CALIFORNIA TACTIC PATROL	176	OH	03/17/2021		MW	IS	1,350.00
95	00030744	O'REILLY AUTO PARTS	2672-181566	OH	03/17/2021		MW	IS	156.14
95	00030745	PRUDENTIAL OVERALL SUPPLY	62589164	OH	03/17/2021		MW	IS	205.80
95	00030746	VISION SERVICE PLAN	03/01-31/21 RETI	OH	03/17/2021		MW	IS	785.46
95	00030747	F & M Credit Card	2/1/21-3/2/21	OH	03/19/2021		MW	IS	1,971.94
95	00030748	HENRY SCHEIN INC.	90741610	OH	03/19/2021		MW	IS	27,574.30
95	00030749	MCKESSON GENERAL MEDICAL CORP	21890993	OH	03/19/2021		MW	IS	57.34
95	00030750	MICRO CENTER A/R	11156359	OH	03/19/2021		MW	IS	296.25
95	00030751	OCCUPATIONAL HEALTH CENTERS OF	70605106	OH	03/19/2021		MW	IS	213.00
95	00030752	OFFICE DEPOT	159187029001	OH	03/19/2021		MW	IS	26.93
95	00030753	ORANGE COUNTY FIRE PROTECTION	325543	OH	03/19/2021		MW	IS	124.50
95	00030754	SMART & FINAL	81.90	OH	03/19/2021		MW	IS	656.03
95	00030755	SOCAL OFFICE TECHNOLOGIES	IN1856738	OH	03/19/2021		MW	IS	1,759.38
95	00030756	SOFTCHOICE CORPORATION	90183087	OH	03/19/2021		MW	IS	767.00
95	00030757	STAPLES BUSINESS ADVANTAGE	3470743618	OH	03/19/2021		MW	IS	203.42
95	00030758	VERIZON WIRELESS	9874778412	OH	03/19/2021		MW	IS	311.70
95	00030759	DEPT OF JUSTICE	497067	OH	03/22/2021		MW	IS	800.00
95	00030760	HOME DEPOT	9761042	OH	03/22/2021		MW	IS	1,297.55
95	00030761	KATHCO PRODUCTS	106205	OH	03/22/2021		MW	IS	167.64
95	00030762	OCCUPATIONAL HEALTH CENTERS OF	N23-0940292345	OH	03/22/2021		MW	IS	93.00
95	00030763	AMAZON	976775849369	OH	03/25/2021		MW	IS	938.65
95	00030764	EXXON MOBIL	50820	OH	03/25/2021		MW	IS	50.85
95	00030765	MCKESSON GENERAL MEDICAL CORP	22233964	OH	03/25/2021		MW	IS	36.83
95	00030766	MULLEN, MAGGIE	OOPE-031721MUL	OH	03/25/2021		MW	IS	124.45
95	00030767	OFFICE DEPOT	160103227001	OH	03/25/2021		MW	IS	78.46
95	00030768	SMART & FINAL	35501	OH	03/25/2021		MW	IS	735.27
95	00030769	TIME WARNER CABLE	0033823031421	OH	03/25/2021		MW	IS	1,535.08
95	00030770	ATKINSON ANDELSON LOYA RUUD &	MARCHCONF-ED	OH	03/30/2021		MW	IS	39.00
95	00030771	O'REILLY AUTO PARTS	3576-283015	OH	03/30/2021		MW	IS	120.90
95	00030772	READYREFRESH BY NESTLE	11C0027000850	OH	03/30/2021		MW	IS	107.89
95	00030773	SOFTCHOICE CORPORATION	90195164	OH	03/30/2021		MW	IS	390.00
95	00030774	STATER BROS MARKETS	148032421MULLE	OH	03/30/2021		MW	IS	62.74
95	00030775	VOISINET, PATTY	03/03-25/21	OH	03/30/2021		MW	IS	20.94

**COASTLINE R.O.P.  
Consolidated Check Register**  
from 3/1/2021 to 3/31/2021

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
									Issued: 136,898.25
									95 Bank Total: 136,898.25
									Grand Total: 136,898.25



## CTE TEACH Site Memorandum of Understanding

This memorandum of understanding sets forth the terms of agreement between the Colton-Redlands-Yucaipa Regional Occupational Program (hereafter CRY-ROP) and Coastline Regional Occupational Program (Educational Agency hereafter Participating Agency), with regards to participation in the CTE TEACH and CTE TEACH site program.

### **I. Background**

The California State Plan for Career and Technical Education, 2008-2012, identifies as an essential element of a world-class CTE system the need for initial preparation and on-going professional development of CTE educators. Since 2009, CRY-ROP's CTE TEACH department, in partnership with the California Department of Education, has offered a professional development program for K-12 school districts, ROCPs, community colleges, and charter schools to provide the demonstrated critical support needed for CTE teacher success.

Recognizing that many local educational agencies have a need for professional development activities to support CTE educators, CRY-ROP offers CTE TEACH site grant opportunities to eligible educational agencies.

### **II. Purpose of Agreement**

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as they relate to the implementation of the CTE TEACH professional development program for CTE educators.

### **III. Duration of Agreement**

The term of this agreement shall be from October 1, 2020 through and including June 30, 2021 unless modified or terminated in writing. The termination can be exercised by either party 30 days following written notice.

### **IV. Program Description**

The CTE TEACH program, administered by CRY-ROP, is a comprehensive professional development program modeled after their highly successful Teacher Induction Program (TIP) that has received Model Practices award recognition from the California Department of Education. This model professional development program replicates what was learned from the Teacher Induction Program and is designed for beginning career/technical education teachers to provide an effective transition from industry into the teaching profession. CTE TEACH involves administrative supervision overseeing the use of Mentor Teachers to provide structured training for beginning CTE educators, as well as technical assistance and informal observation intended to guide and support the new teacher related to the training. The CTE TEACH professional development training addresses all the teaching practices proven to be effective and is presented in a sequenced and scaffolded structure that includes teaching methods, learning styles, lesson planning, CTE concepts, equity and diversity in the classroom, mandated reporting, and legal/ethical issues. This coordinated and comprehensive approach



to professional development can enhance teacher success in the classroom and increase teacher retention in your program.

## **V. Special Provisions**

1. This agreement is entered into by the duly authorized officials of each respective party.
2. It is understood by both parties that each will fulfill its responsibility under the agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
3. This MOU constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this MOU. No amendment, modification or alteration of the terms of the MOU shall be binding on either party unless submitted in writing, dated subsequent to the date of this MOU, and is duly executed by both parties.
4. Neither party may incur any debt, obligation, expense or liability of any kind of the other party without the other party's written approval.
5. This agreement may be amended by the mutual written consent of the parties here to.

## **VI. Responsibilities of the Parties under Agreement**

In consideration of the mutual aims and desires of the parties to this agreement and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

### **A. CRY-ROP shall:**

1. Pay the Participating Agency for CTE TEACH services rendered and as specified, the total stipend amount of up to \$15,000 per mentor. Each mentor will report up to 300 hours, at a rate of \$50.00 per service hour, (not to exceed \$15,000), building and executing grant required activities.
2. Furnish all information and forms necessary to the performance of this agreement.
3. Provide curriculum and training for Mentor Teachers.
4. Provide administrator support focusing on strategies and practices needed to implement the CTE TEACH program.
5. Monitor the performance of the Participating Agency in regards to responsibilities under this MOU and advise the Participating Agency of any and all concerns.

### **B. Participating Agency shall:**

1. Identify at least one Participating Agency administrator that will oversee the CTE TEACH program on site. Specific responsibilities include the following:
  - a. Be available for consultation with selected Mentor Teachers regarding instructional matters.
  - b. Attend a Statewide Advisory Meeting hosted by CRY-ROP via video conference – spring 2021.

- c. Submit fully completed Trimester Reports and a final invoice at end of grant year. All sections of the Trimester Reports must be completed, if applicable. The last Trimester Report and invoice must be received no later than July 15, 2021. Note that funds are to be paid directly to mentors and may not be used for sub costs, software, instructional supplies, equipment, or indirect costs. The reports are due no later than 30 days after the end of each trimester:
    - i. Trimester 1 ends December 31, 2020 - Report due by January 30, 2021
    - ii. Trimester 2 ends March 31, 2021 - Report due by April 30, 2021
    - iii. Trimester 3 ends June 30, 2021 - Report due by **July 15, 2021 (No Exceptions)**
  - d. Administrators are responsible for reviewing Mentor logs for completeness and assurance that all tasks/activities align with the objectives of the grant.
  - e. Submit additional documentation and reports as required.
    - i. **Including a sustainability plan due March 31, 2021**
2. Identify at least one Mentor Teacher to complete the number of designated hours assigned in this MOU of CTE TEACH program work including: conducting training following the CTE TEACH professional development curriculum, classroom visits, teacher observations (including related non- evaluative coaching) and other forms of technical assistance to support the beginning CTE teacher. Specific responsibilities include the following:
- a. Complete online the CTE Teach Mentor Training modules available through CTE Online ([www.cteonline.org](http://www.cteonline.org)) by the end of first trimester, December 31, 2020. Mentors added to the grant after December 31, 2020 will have 30 days after notifying CTE teach to complete the online training.
  - b. Participate in the 5 webinars provided by CTE TEACH.
  - c. Attend a Statewide Advisory Meeting hosted by CRY-ROP via webinar, spring 2021.
  - d. Hold a minimum of 3 workshops outlined in the CTE TEACH curriculum for teachers.
  - e. Provide one-on-one time with individual teachers to discuss challenges via phone, email, or in person weekly.
  - f. Mentor and work closely with assigned teachers to provide support and assistance.
  - g. Provide information and guidance to teachers pertaining to instructional methodologies and resources, effective teaching strategies for classroom management, and lesson plan design and development.
  - h. Meet with assigned teachers and coordinate site visits, conducting teacher observations and providing peer coaching follow-up, and feedback pertaining to effective teaching strategies and student motivation.
  - i. Conduct a minimum of two teacher observations with feedback by June 2021 for each assigned teacher.
  - j. Be available on an “on-call” basis and visit or call each assigned teacher every month.
  - k. Function as a methodology specialist for specialty or content area as applicable.
  - l. Consult with teachers regarding instructional matters and site procedures, including attendance, record keeping, and forms.
  - m. Coordinate and facilitate the sharing of resources and expertise. Consult with administrators regarding instructional matters.
  - n. Serve as a professional role model for colleagues and favorably represent site.
  - o. Log their hours of instruction on the Mentor Teacher Activity Log and submit to administrator in a timely manner.
  - p. Submit additional documentation and reports as required.

**VII. Failure to Provide Satisfactory Service, Abandonment of Program, Cancellation of Agreement**

If, at any time during the performance of this agreement, CRY-ROP and the California Department of Education determines, at their discretion, that Participating Agency's services have become unsatisfactory, or if at any time during the performance of this agreement CRY-ROP determines, at its sole discretion, to suspend indefinitely work on CTE TEACH, CRY-ROP shall have the right to cancel this agreement regarding the Participating Agency's services related to CTE TEACH. In the event of such cancellation, CRY-ROP shall give written notice to Participating Agency of its intention to cancel thirty (30) days in advance of the effective date of the cancellation.

If the cancellation is for unsatisfactory performance, CRY-ROP shall be obligated to pay Participating Agency only for those services deemed by CRY-ROP to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of CRY-ROP's decision to suspend indefinitely or abandon the work under this agreement, CRY-ROP shall be obligated to pay Participating Agency only for those services performed by Participating Agency through the effective date of cancellation or termination.

**Approved By:**

Participating Agency Information:

\_\_\_\_\_ Coastline ROP

Name: Carol Hume

Title: Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Street: 1001 Presidio Square

City: Costa Mesa

State: CA Zip: 92626

Phone #: 714 979-1955

**Agency: Colton-Redlands-Yucaipa ROP**  
Name: Tracie Zerpoli  
Title: Superintendent  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mail the MOU with original signatures to:  
Colton-Redlands-Yucaipa ROP  
Attention: CTE TEACH Chris McClung  
1214 Indiana Ct.  
Redlands, CA 92374**

*This MOU must be printed and signed by the superintendent/designee and submitted to the appropriate governing body for consideration.*



TO: Board of Trustees  
FROM: J. S. Coke  
DATE: April 2, 2021  
SUBJECT: Approval of Eaglesoft Purchase and License Agreement

The Dental Back Office pathway at the Presidio site includes a radiology course where students perform x-rays on actual patients in one of our two radiology stations. This enables students to receive a State certification that prepares them to be employed after high school. The radiology imaging units require the Eaglesoft software to operate, and Patterson Dental requires the purchaser to sign a software license agreement.

Since Coastline ROP is planning to offer a fee-based, adult radiology course in the fall, we intend to use Cal-WORKS funds to cover the cost.

It is respectfully recommended that the Board approve the Eaglesoft software purchase and the accompanying license agreement.



**CUSTOMER ORDER**



ID: 422224969  
 Name: COASTLINE ROP  
 Address: 1001 PRESIDIO SQUARE  
 COSTA MESA, CA 92626  
  
 Phone: (714) 979-1955  
 Fax: (714) 557-6812

Branch: LOS ANGELES BRANCH  
 Proposed By: Kevin Harris  
 Rep Phone#: (217) 540-3957  
 Rep Cell Phone#: ( ) -  
 Rep Fax#: (855) 865-5166  
 Date Proposed: 3/18/2021  
 Approx. Install Date:  
 Expiration Date: 4/23/2021

<u>Mfr</u>	<u>Mfr#</u>	<u>Description</u>	<u>Qty</u>	<u>Retail Price</u>	<u>Sell Price</u>	<u>Total</u>
Software, Training, Support & eServices Bundle						
EAGLESOFT	ESCLBDL	EAGLESOFT/CLINICAL BUNDLE	24	269.00	269.00	6,456.00
Note: Eaglesoft Package Includes: Eaglesoft, Chart, Remote Training, Service Club - 24 month Commitment Required						
EAGLESOFT	ESIMG	SW- EAGLESOFT IMAGING - NO CHARGE	1	4,000.00	0.00	0.00
Note: Requires 12 month support commitment. Billed monthly						
EAGLES	ES2KPROMO	ES \$2K PROMO W/4K MERCH PURCH	1	0.00	0.00	0.00
Note: By accepting this promotion, I acknowledge that I do not accept reimbursement from federal governmental healthcare programs, nor does any practice with which I am affiliated. After a \$4,000 Patterson merchandise purchase within 60 days, a \$2,000 Credit will be applied to your statement within 90 days.						
Item# 071268507						

<b>Subtotal:</b>	\$6,456.00
<b>Freight Charges:</b>	\$0.00
<b>Estimated Sales Tax(7.7500%):</b>	\$500.34
<b>Total Investment:</b>	\$6,956.34
<b>Less Downpayment:</b>	\$0.00
<b>Net Investment:</b>	\$6,956.34

14.1

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates. Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

**Schedules**

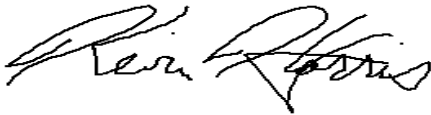
- a General Terms and Conditions
- a Equipment
- a Patterson Software License
- a HIPAA Business Associate Agreement

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

Patterson Dental Supply, Inc.

Customer Name:  
COASTLINE ROP



\_\_\_\_\_  
Patterson Representative

[By]

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.

2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.

3. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).

4. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.

5. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

6. **Identity of Customer.** If the dentist or other individual who signed the Order (the "signer") operates his or her dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.

7. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.

8. **Customer Obligations.**

(a) **Data Back-Up.** Customer shall keep up-to-date backup copies of all data for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of maintenance and support services to Customer, including losses arising from the installation of upgrades or error corrections provided by Patterson.

(b) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.

(c) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.

(d) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.

(e) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.

## **GENERAL TERMS AND CONDITIONS**

(f) Indemnification. Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.

9. Miscellaneous. This Agreement shall be governed by the laws of the state of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.



## EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer is responsible for removal and disposal of any cardboard boxes, packages or any other materials. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
  - (a) **Computer Equipment.** Patterson warrants that all Computer Equipment is free of material defects in materials and workmanship for 12 months following the date of purchase, and that related consumable goods such as backup media, print and toner cartridges are free from such defects for thirty (30) days following the date of purchase. "Computer Equipment" means Equipment consisting of central processing units and peripheral computer equipment attached to a central processing unit, and does not include software. This warranty extends only to the original purchaser, is not transferable, and does not apply to any Equipment sold as used. This warranty is void if the Equipment has been damaged by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson, or, in the case of a CAESY Edge Server, if the seal on the CAESY Edge Server is broken. Patterson or a service center authorized by Patterson will use reasonable efforts to repair or replace, at its option and expense, any Computer Equipment that proves during the warranty period to be defective, provided Customer gives Patterson written notice of the defect during the warranty period. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS REPAIR OR REPLACEMENT, AT PATTERSON'S OPTION.
  - (b) **Extended Limited Warranty.** Unless Customer declines coverage, Patterson will extend for 24 months the 12-month limited warranty described above for workstations, personal computers, laptop computers, monitors, keyboards and mice, subject to the limitations described in this Section. For the extended warranty, Customer will pay \$20 per month per computer beginning at the end of the initial 12-month period. Extended warranty may not be purchased for fewer than all computers covered by the Order and is not available for Sejin® keyboards. Customer may decline extended warranty coverage at any time, effective from and after Patterson's receipt of Customer's written notice declining coverage. The 12-month limited warranty on the CAESY Edge Server will be extended automatically and without additional charge for up to two years, so long as Customer is enrolled in the support plan for CAESY Enterprise software. The CAESY Edge Server is not covered by the \$20 per month extended warranty described above.
  - (c) **Dental Equipment.** With respect to Equipment other than Computer Equipment and related consumable goods, for 90 days following installation Patterson will without a labor charge make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson.
  - (d) **THE FOREGOING CONSTITUTE THE SOLE OBLIGATIONS OF PATTERSON WITH RESPECT TO THE EQUIPMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED.** Customer, and not Patterson, is responsible for maintaining and upgrading software to protect computers from malicious intrusion such as viruses, spy-ware and ad-ware. Customer is also responsible for the cost of service related to repairing damage caused by and removing such intrusions. For service calls including software installation and troubleshooting or repair of equipment not covered by warranty, Customer is responsible for the cost of all parts and labor and will pay for labor at Patterson's standard rates.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE IN SECTION 4 OF THIS EQUIPMENT SCHEDULE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY THAT MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.

## **EQUIPMENT**

6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Data Back-up.** In all circumstances, Customer and not Patterson is responsible for ensuring that its data is accurately backed up on a daily basis.

## PATTERSON SOFTWARE LICENSE

1. **Nature of Rights.** Customer is purchasing a license to use the software described on the Order. Customer is not purchasing the software. The provisions of this Schedule cover Eaglesoft®, CAESY® Enterprise, Patterson Imaging and other Patterson proprietary software itemized on the Order, together with user manuals and other related documentation (collectively, the "Patterson Software"). Software covered by the Order that is not Patterson Software is licensed to Customer under the terms of the separate license agreement(s), if any, delivered to Customer with such software; it is not licensed to Customer by Patterson. Customer is deemed to accept the Patterson Software on delivery.

2. **License; Acceptance; Fees.** Subject to the terms and conditions of this Patterson Software License and the General Terms and Conditions attached to the Order ("this License Agreement"), Patterson grants Customer and Customer accepts a limited, revocable, nonexclusive license to use the Patterson Software. Customer agrees to pay to Patterson the license fees and other charges in the amounts and at the times set forth on the Order or in a separate written agreement between Customer and Patterson.

3. **Use Restrictions.**

(a) **Nature of Use.** Customer may not copy, distribute, adapt or prepare derivative works from, reverse engineer, disassemble, decompile, rent, lend, lease, sell, or otherwise transfer or disclose the Patterson Software or make the Patterson Software available to any third party, except as provided in Sections 4 and 5, below, and except that:

- For backup purposes, Customer may make a single copy of the Patterson Software.
- To the extent expressly permitted by CAESY user manuals, Customer may print, copy and adapt CAESY presentations and other content for personal use by Customer's patients and prospective patients.
- If Customer is a sole proprietor and not a legal entity, then employees of Customer may use the Patterson Software in the conduct of Customer's business on the terms of this Agreement.
- If Customer is an educational institution accredited by the American Dental Association ("ADA"), Customer may use the Patterson Software for teaching students enrolled in Customer's ADA-accredited programs and related purposes; students may use the Patterson Software for class-related purposes while so enrolled; Customer may install only the workstation application of the Patterson Software on students' personal computers; and Customer's students may access the Patterson Software from Customer workstations and students' personal computers. Customer may not install the server application of the Patterson Software on students' personal computers.

Customer may otherwise use the Patterson Software solely for internal professional purposes in Customer's own dental office(s). For example, Customer may not use the Patterson Software to provide consulting, time sharing, outsourcing, service bureau or similar services for or on behalf of any third party; and Customer may not without Patterson's prior written consent copy, display, or perform on the internet any CAESY presentations or other content created by or contained in CAESY software. Except as provided above, use of the Patterson Software by any person or legal entity other than Customer is a breach of this Agreement. CAESY Enterprise software may be installed and used solely on the CAESY Edge Server. Customer will use its best efforts to protect the Patterson Software from unauthorized reproduction or use.

(b) **Nature of License.** Customer may use the Patterson Software at the site(s) for which Customer has purchased a license. To use any Patterson Software at more than one site, Customer must purchase a separate license for each site or a multi-site license covering each site. If Customer has purchased a single user license, Customer may use the Patterson Software on a single computer and Customer may not electronically transfer the Patterson Software from one computer to another over a network or in any other fashion. If Customer has purchased a multi-user network license, Customer may use the Patterson Software on a single local area network server system supporting multiple workstations. Customer may not access the Patterson Software through a wide area network from multiple locations unless Customer purchases a separate license for each location or a multi-site license covering each location.

4. **Restrictions on Transfer.** Customer may transfer its rights under this License Agreement to use the Patterson Software to a transferee of substantially all of Customer's assets if Customer has paid in full all license and other fees payable under this License Agreement, the transferee agrees to the terms of this License Agreement in a writing furnished to Patterson, and Customer retains no copy of the Patterson Software. Customer may not otherwise sublicense, assign, or transfer any of its rights to use the Patterson Software without the prior written consent of Patterson.

5. **GNU General Public License.** CAESY Enterprise has a modular operating system made of separate software components that were developed and copyrighted by various parties. Some of the individual components are distributed under the GNU General Public License ("GNU License") and other similar open source licenses. See the license directory on CAESY Enterprise software installation disc for the terms and conditions of the GNU License. Contact Patterson to receive a machine-readable copy of the corresponding source code for any software components distributed under the GNU License or other open source licenses. Such components are governed by the terms of such licenses, and not by the terms of this License Agreement.

## PATTERSON SOFTWARE LICENSE

6. **Ownership.** Customer acknowledges and agrees that Patterson and its licensors are the sole owners of all right, title, and interest in and to the Patterson Software, including all intellectual property rights, except for components distributed under open source licenses; this License Agreement confers on Customer no ownership interest or intellectual property rights in the Patterson Software; the Patterson Software is protected under United States, Canadian and other applicable copyright and intellectual property laws and international treaty provisions; and the Patterson Software has been developed at considerable time and expense to Patterson and its licensors and contains confidential and proprietary information not generally known. Customer acknowledges that any misuse of the Patterson Software or other breach of Section 3 or 4 of this License Agreement will cause irreparable harm to Patterson for which Patterson cannot be adequately compensated by damages. Consequently, Customer agrees that in addition to any other remedies available to Patterson, Patterson shall be entitled to seek injunctive or other equitable relief to prevent such breach or further breaches of this License Agreement. Customer shall not remove any copyright, trademark, or confidentiality notice from the Patterson Software.

7. **Updates.** Patterson may from time to time make updates to the Patterson Software available to Customer. Patterson may cause the updates to be automatically downloaded using the Patterson Auto Update application. Customer hereby consents to the automatic downloading of updates to the Patterson Software. Unless accompanied by or expressly made subject to another license agreement, such updates and the Patterson Auto Update application are "Patterson Software" subject to the terms of this Agreement. Customer may adjust the settings for automatic updates as provided for in the Patterson Auto Update application. Customer acknowledges and agrees that Patterson may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, to evaluate Customer's use of the Patterson Software, to improve the performance of the Patterson Software and to develop updates.

8. **Limited Warranty.**

(a) **Media.** Patterson warrants to Customer that, for a period of thirty (30) days following delivery of the Patterson Software to Customer, the media containing the Patterson Software shall be free from material defects in materials and workmanship under normal use. If a material defect in such media appears during such period, Customer's sole and exclusive remedy and Patterson's sole liability under this warranty is the replacement of defective media. To receive a replacement, Customer must contact its local Patterson branch office during such thirty (30) day period.

(b) **Software.** Patterson warrants to Customer that, for a period of 120 days following delivery, the Patterson Software, when operated with the equipment configuration and in the operating environment specified by Patterson, will perform substantially in accordance with the operator and user guides and other manuals and technical information, if any, whether in hard copy or electronic format, that are delivered to Customer by Patterson for use in conjunction with the Patterson Software. This warranty shall not apply in the event the Patterson Software is modified or installed by any party other than Patterson. Patterson does not warrant that the Patterson Software will be uninterrupted or error free. Patterson does not warrant that Customer may manipulate data in Patterson Software databases using software not acquired from Patterson. In the event of any defect or error covered by this warranty, Customer agrees to provide Patterson with sufficient detail to allow Patterson to reproduce the defect or error. As Customer's exclusive remedy for any defect or error in the Patterson Software covered by such warranty, and as Patterson's entire liability in contract, tort, or otherwise, Patterson will correct such error or defect at Patterson's facility by issuing corrected instructions, a restriction, or a bypass. If Patterson is unable to correct such defect or error after a reasonable opportunity, Patterson will refund a prorated portion of the license fees paid for such Patterson Software from the date Customer first encountered the defect or error. Patterson is not responsible for any defect or error not reported in writing during the warranty period or any defect or error in the event Customer has modified, misused, or damaged the Patterson Software.

9. **Disclaimer of Warranty.** THE EXPRESS, LIMITED WARRANTIES PROVIDED IN THE FOREGOING SECTION 8 OF THIS LICENSE AGREEMENT ARE THE ONLY WARRANTIES MADE BY PATTERSON IN CONNECTION WITH THE PATTERSON SOFTWARE. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, OTHER THAN THE EXPRESS WARRANTIES IN SECTION 8 OF THIS LICENSE AGREEMENT, PATTERSON DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH RESPECT TO THE PATTERSON SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS LICENSE AGREEMENT, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES, REPRESENTATIONS OR CONDITIONS OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. PATTERSON PROVIDES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS THAT THE PATTERSON SOFTWARE WILL OPERATE ERROR FREE OR FREE FROM INTERRUPTION, VIRUSES OR OTHER HARMFUL COMPUTER CODE.

10. **Disclaimer of Liability.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.

11. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE AGREEMENT EXCEPT SECTION 12, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS LICENSE AGREEMENT, INCLUDING WITHOUT LIMITATION IN RESPECT OF THE PATTERSON SOFTWARE OR THE PERFORMANCE OR NON-PERFORMANCE OF OR INABILITY TO USE THE PATTERSON SOFTWARE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE LICENSE FEES PAID BY CUSTOMER TO PATTERSON FOR THE PATTERSON SOFTWARE.

## **PATTERSON SOFTWARE LICENSE**

### **12. Indemnification.**

(a) **Third Party Infringement Claims.** Patterson will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Patterson Software directly infringes any United States copyright or misappropriates any trade secret recognized as such under the Minnesota Uniform Trade Secrets Act, and Patterson will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

(b) **Conditions.** Patterson's obligations under the preceding paragraph with respect to an action are conditioned on (i) Customer notifying Patterson promptly in writing of such action, (ii) Customer giving Patterson sole control of the defense thereof and any related settlement negotiations, and (iii) Customer cooperating with Patterson in such defense (including, without limitation, by making available to Patterson all documents and information in Customer's possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with Patterson or its attorneys in connection with such defense).

(c) **Patterson's Options.** If the Patterson Software becomes, or in Patterson's opinion is likely to become, the subject of an infringement or misappropriation claim, Patterson may, at its option and expense, either (i) procure for Customer the right to continue using the Patterson Software, (ii) replace or modify the Patterson Software so that it becomes non-infringing, or (iii) terminate Customer's right to use the Patterson Software and give Customer a refund or credit for the license fees actually paid by Customer to Patterson for the infringing components of the Patterson Software, less a reasonable allowance for the period of time Customer has used the Patterson Software.

(d) **Exclusions.** Notwithstanding the foregoing, Patterson will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon (i) any use of the Patterson Software not in accordance with this License Agreement or any documentation for the Patterson Software or for purposes not intended by Patterson, (ii) any use of the Patterson Software in combination with other products, equipment, software or data not supplied by Patterson, (iii) any use of any release of the Patterson Software other than the most current release made available to Customer, or (iv) any modification of the Patterson Software made by any person other than Patterson.

(e) **Entire Liability.** This section states Patterson's entire liability and Customer's sole and exclusive remedy for infringement and misappropriation claims and actions.

**13. Term and Termination.** The license granted under this License Agreement is effective until terminated. Customer may terminate the license at any time by discontinuing use of the Patterson Software. Patterson may terminate the license EFFECTIVE IMMEDIATELY if Customer fails to comply with any term of this License Agreement; fails to pay any license fee or other amounts owing or otherwise defaults under any other agreement providing for the payment of fees in respect of the Patterson Software; or fails to comply with the terms of any Business Associate Agreement between Customer and Patterson or any affiliate of Patterson and does not cure the failure within 30 days (or any shorter period required by law) of notice from Patterson or such affiliate to Customer. Upon termination of the license for any reason, Customer shall return all copies of the Patterson Software to Patterson upon its request, remove all copies of any Patterson Software from its computers, and demonstrate or certify to Patterson's satisfaction that it has done so. All provisions of this License Agreement relating to disclaimers of warranties, limitation of liability, remedies, or damages, and Patterson's proprietary rights shall survive termination of the license.

**14. Government License Rights.** The Patterson Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government licensees and end users acquire the Patterson Software with only those rights set forth herein. Contractor/manufacturer is Patterson Dental Supply, Inc.

**15. Software Maintenance.** If Customer has purchased support services through the Eaglesoft service club or CAESY Enterprise service club or for Patterson Imaging software, Patterson will provide reasonable technical support by telephone (800.475.5036) or email during normal business hours. If Customer has not enrolled in the applicable plan and requests support from Patterson, Customer agrees to pay Patterson's then standard hourly service fees. Hours and other terms of service in effect from time to time are described at [www.eaglesoft.net](http://www.eaglesoft.net) and [www.caesy.com](http://www.caesy.com). Patterson may modify such terms from time to time without notice. Service calls may be recorded for quality assurance purposes. According to its pricing policies in effect from time to time, Patterson may make certain software and updates available free of license fees to customers who are continuously enrolled in the Patterson software maintenance plans for such software. Software and updates are not generally free of license fees for customers not continuously on the Patterson software maintenance plans.

**16. Identity of Customer.** If the dentist (or other dental specialist) who signed the purchase order for the Patterson Software (the "signer") operates his or her dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this License Agreement means the legal entity, and the signer shall be deemed to have signed the purchase order on behalf of that legal entity with the intention and authority to bind it. In that case, the legal entity, and not the signer in his or her individual capacity, is the licensee of the Patterson Software. If the signer does not do business as a legal entity, but as a sole proprietor or otherwise, the signer in his or her individual capacity is the Customer (and licensee).

**17. Export Control Laws.** Customer shall comply with all laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce. Among other terms, such laws prohibit, or require a license for, the export of computer software to specified countries, entities and persons. Customer will indemnify, defend and hold harmless Patterson from and against the consequences of any violation of such laws.

## **PATTERSON SOFTWARE LICENSE**

18. **Customer Responsibility for Data Security and Backup.** Customer is solely responsible for the security and backup of its data and for the accuracy and completeness of all data entered by Customer in the process of using the Patterson Software. Patterson strongly encourages Customer to (a) protect its network from unauthorized access, (b) archive and verify its data on a daily basis, (c) keep all software current with the latest security patches and updates, and (d) employ up-to-date encryption technology or other appropriate means to protect the security of its data while transmitted, electronically or otherwise, to Patterson. Patterson shall have no liability for any unauthorized interception or disclosure of Customer data while transmitted by Customer to Patterson.

19. **Client Consent.** Customer represents and warrants to Patterson that it has obtained and shall obtain all consents required by law or contract from clients of Customer whose health, financial or other personal information may be disclosed to Patterson in the course of Customer's use, or Patterson's installation, maintenance or support of, the Patterson Software. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage resulting from Customer's failure, or claimed failure, to obtain any such consent.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

### **A. Parties; Applicability.**

1. **Parties.** This HIPAA Business Associate Agreement (this "BA Agreement") is between you, the Customer ("Covered Entity"), a health care provider, and Patterson Dental Supply, Inc. ("Patterson Dental"), a dental software and product supply company, and its affiliate, Patterson Technology Center, Inc. (collectively, with Patterson Dental, "Patterson").

2. **Applicability.** Patterson and Covered Entity have entered into a software license agreement (the "License Agreement") pursuant to which Patterson licenses software to Covered Entity. Consequently, Patterson may, but will not necessarily, provide software and hardware support services (e.g., installation, data conversion, troubleshooting, maintenance and repair) (the "Services") to Covered Entity in a manner that gives Patterson access to Protected Health Information ("PHI") as defined under 45 C.F.R § 160.103. The terms of this BA Agreement apply only if and to the extent Covered Entity licenses the Patterson software for use in the United States and Patterson is a Business Associate of Covered Entity pursuant to 45 CFR § 160.103 as a consequence of its access to information covered by applicable provisions of HIPAA or HITECH (as defined below).

3. **Effect.** This BA Agreement amends, restates and replaces in its entirety any prior business associate agreement between the parties. This BA Agreement supersedes all prior or contemporaneous written or oral contracts or understandings between Patterson and Customer relating to their compliance with health information confidentiality laws and regulations, including HIPAA and HITECH.

**B. Definitions.** Capitalized terms used but not otherwise defined in this BA Agreement have the meanings given those terms in HIPAA and HITECH. As used in this BA Agreement, the terms below have the following meanings:

"Breach" has the meaning given in 45 CFR § 164.402.

"Business Associate" means Patterson to the extent Patterson qualifies as a Business Associate of Covered Entity as defined in 45 CFR § 160.103.

"Designated Record Set" has the meaning given in 45 CFR § 164.501.

"HHS" means the United States Department of Health and Human Services.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, including the HIPAA Breach Notification Rule, the HIPAA Privacy Rule, and the HIPAA Security Rule.

"HIPAA Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information issued by HHS, 45 CFR Parts 160 and 164 (Subparts A and D).

"HIPAA Omnibus Rule" means the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule issued by HHS, 45 CFR Parts 160 and 164.

"HIPAA Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information regulations issued by HHS, 45 CFR Parts 160 and 164 (Subparts A and E).

"HIPAA Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information issued by HHS, 45 CFR Parts 160 and 164 (Subparts A and C).

"HITECH" means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 and its implementing regulations.

"PHI" or "Protected Health Information" and "Electronic PHI" have the respective meanings given in 45 CFR § 160.103, except that each is limited to PHI (and Electronic PHI) that Business Associate creates, receives, maintains, transmits or collects for or on behalf of Covered Entity.

"Required by Law" has the meaning given in 45 CFR § 164.103.

"Subcontractor" has the meaning given in 45 CFR § 160.103.

"Unsecured PHI" has the meaning given in 45 CFR § 164.402.

### **C. Business Associate's Privacy Rule Obligations.**

1. **Business Associate's Obligations with Respect to the HIPAA Privacy Rule.** Business Associate will comply with the privacy requirements that are directly imposed on Business Associate by HITECH § 13404 subsection (a).

2. **Use and Disclosure of PHI.** Business Associate agrees not to use or disclose PHI other than as permitted or required by this BA Agreement or as Required by Law. Business Associate may:

(a) use or disclose PHI to perform the Services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by Covered Entity;

## HIPAA BUSINESS ASSOCIATE AGREEMENT

(b) use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate and disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and

(d) use PHI to report violations of law or certain other conduct to appropriate federal and state authorities or other designated officials in a manner consistent with 45 CFR § 164.502(j)(1).

3. **Compliance While Carrying Out Obligations of Covered Entity.** Where applicable, and to the extent the Business Associate carries out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the HIPAA Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

4. **De-Identified PHI.** PHI that has been de-identified within the meaning of 45 CFR § 164.514(b) is no longer PHI and may be used or disclosed by Business Associate for any lawful purpose

5. **Safeguards to Protect PHI.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BA Agreement.

6. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.

7. **Report Violation.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this BA Agreement of which it becomes aware, including any such use or disclosure by any Subcontractor of Business Associate.

8. **Apply Same Restrictions to Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI.

9. **Provide Access to PHI in a Designated Record Set.** To the extent that Business Associate has PHI in a Designated Record Set and Covered Entity does not maintain the original, Business Associate agrees to provide access to such PHI as Covered Entity may require to fulfill its obligations under 45 CFR § 164.524. If Business Associate receives a request for access directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request. In addition, to the extent that such PHI is contained in an Electronic Health Record, Business Associate will provide access in accordance with HITECH, provided that Business Associate has retained the information.

10. **Amend PHI in a Designated Record Set.** To the extent that Business Associate has PHI in a Designated Record Set, Business Associate agrees to amend such PHI as directed by Covered Entity and in accordance with 45 CFR § 164.526. If Business Associate receives a request for amendment directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

11. **Make Practices, Books and Records Available to Secretary of HHS.** Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA Privacy Rule, subject to attorney-client and other legal privileges.

12. **Document Disclosures of PHI for Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI as required for Covered Entity to comply with 45 CFR § 164.528. Business Associate agrees to promptly provide such information to Covered Entity to permit Covered Entity to respond to a patient request for an accounting of disclosures. If Business Associate receives a request for an accounting of disclosures directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

13. **Meet Minimum Necessary Use and Disclosure Requirements.** Business Associate will make reasonable efforts to use, disclose, or request only the minimum PHI necessary to accomplish the purpose of the use, disclosure or request in accordance with 45 CFR § 164.502(b), including using a Limited Data Set when practicable as described under HITECH.

14. **Restrict Use or Disclosure of PHI for Sale, Marketing or Fundraising.** Business Associate will not use or disclose PHI for sale, marketing or fundraising in violation of the HIPAA Omnibus Rule.

### **D. Business Associate's Security Rule Obligations.**

1. **Business Associate's Obligations with Respect to the HIPAA Security Rule.** Business Associate shall use appropriate safeguards, and comply with the HIPAA Security Rule with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BA Agreement.



## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

### **E. Breach Notification Responsibilities.**

1. **Business Associate's Notice of Breach to Covered Entity.** When Business Associate or its Subcontractor discovers a Breach of Unsecured PHI, Business Associate will notify Covered Entity in writing without unreasonable delay but no later than sixty (60) calendar days following the date of discovery of the Breach. To the extent information is available to Business Associate, the notice to Covered Entity will include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and a brief description of what happened, including the date of the Breach, the date of discovery, a general description of the Unsecured PHI or other sensitive data (such as Social Security or account numbers) involved in the Breach, and any other information required to be disclosed under 45 CFR § 164.410.

2. **Covered Entity's Notice of Breach.** Covered Entity will be responsible for providing notice of the Breach to HHS or the media as required by the HIPAA Breach Notification Rule. Covered Entity will also be responsible for providing any additional notice of a breach required of Covered Entity by applicable state law. Covered Entity may request Business Associate to assist with its notice obligations. Business Associate will promptly notify Covered Entity of the assistance it will provide in this regard.

**F. Obligations of Covered Entity Regarding PHI.** To the extent that it may impact Business Associate's use or disclosure of PHI, Covered Entity agrees to inform Business Associate in writing of: any limitation in its Notice of Privacy Practices; any changes to or revocation of a patient's authorization with respect to PHI; any restriction to a use or disclosure agreed to by Covered Entity with respect to a patient's PHI; and any opt-out by a patient from marketing or fundraising activities by Covered Entity. Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permitted under HIPAA if done by Covered Entity. Covered Entity will disclose PHI to Business Associate in accordance with HIPAA and HITECH and will be responsible for using appropriate safeguards to maintain the confidentiality, privacy and security of PHI transmitted or disclosed to Business Associate.

### **G. Term and Termination.**

1. **Term.** This BA Agreement shall continue in effect until the License Agreement terminates, or Patterson no longer provides Services to Covered Entity, or this BA Agreement terminates pursuant to Section G.2.

2. **Termination.** If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BA Agreement, then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching party, then the non-breaching party may do the following:

- (a) if feasible, terminate this BA Agreement and the provision of Services by Patterson to Covered Entity; or
- (b) if termination of this BA Agreement or the provision of Services is not feasible, report the problem to HHS.

3. **Effect of Termination or Expiration.** Within thirty (30) days after the termination or expiration of this BA Agreement, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's Subcontractors. If return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and Business Associate shall extend any and all protections, limitations and restrictions contained in this BA Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination or expiration of this BA Agreement, and to limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI not feasible.

### **H. Miscellaneous.**

1. **Statutory and Regulatory References.** Each reference in this BA Agreement to any provision of HIPAA or HITECH means such provision(s) as amended from time to time.

2. **Amendment of BA Agreement.** This BA Agreement may be amended only in a writing agreed to by both Patterson and Covered Entity. If it becomes necessary to amend this BA Agreement in order to comply with applicable provisions of HIPAA or HITECH, either party may provide written notice to the other party of the proposed amendment. If the other party does not object to the proposed amendment within 30 business days of receiving the written notice, the amendment will go into effect as of the date provided in the amendment. If the other party does object within such 30 business days, the parties will negotiate in good faith to amend the BA Agreement in a manner that complies with applicable provisions of HIPAA and HITECH. The parties agree to take such action as is necessary to implement the applicable standards and requirements of HIPAA and HITECH.

3. **Interpretation.** This BA Agreement shall be construed in accordance with applicable provisions of HIPAA and HITECH and HHS guidance interpreting same. Any ambiguity in this BA Agreement shall be resolved to permit the parties to comply with applicable provisions of HIPAA and HITECH. The provisions of this BA Agreement will prevail over any contrary or inconsistent provision in the License Agreement or related documents with respect to PHI. All other terms of the License Agreement or related documents remain in force and effect.

4. **No Third Party Beneficiaries/Assignment.** Nothing in this BA Agreement confers on any person other than Covered Entity and Patterson (and their respective successors and assigns) any rights, remedies, obligations or liabilities whatsoever. There are no third party beneficiaries to this BA Agreement. Patterson may assign its rights and responsibilities with respect to information covered under this BA Agreement to the fullest extent permitted by applicable law.

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

5. **Governing Law.** Except as preempted by HIPAA or other federal law, this BA Agreement will be governed by the laws of Minnesota.
6. **State Privacy Laws.** Patterson and Covered Entity acknowledge that each is obligated to comply with all applicable state privacy laws and regulations.
7. **Notices.** Written notice under this BA Agreement shall be sent by overnight mail or courier to Patterson at Patterson Technology Center, Attn: BAA, 1201 Althoff Drive, Effingham, IL 62401 and to Covered Entity at the address associated with its Patterson customer number.

## COASTLINE REGIONAL OCCUPATIONAL PROGRAM

**TO:** Board Members  
**FROM:** J. S. Coke  
**DATE:** April 2, 2021  
**SUBJECT:** New Internship Sites

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### **Animal Health Care Internship**

Animal Friends Pet Hotel & Grooming  
13220 Euclid Street  
Garden Grove, CA 92843

Wags and Wiggles  
23171 Arroyo Vista  
Rancho Santa Margarita, CA 92688

### **Automotive Technology Internship**


Laguna Woods Auto Repair  
23512 Commerce Center Drive  
Laguna Hills, CA 92653

Coastline Regional Occupational Program  
Inventory Deletion Report

Board Meeting Date: April 15, 2021

<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>EQUIPMENT/FURNITURE &amp; SUPPLIES</b>						
6171	Pro Cart II Mobile Treatment Center	Presidio Site	Item was donated	5/24/2016	Beyond Repair	Scrap
6172	Pro Cart II Mobile Treatment Center	Presidio Site	Item was donated	5/24/2016	Beyond Repair	Scrap

Review/Approval

  
\_\_\_\_\_  
Director of Business Services

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.

BOARD UPDATE  
April 2, 2021  
EMPLOYEE PERSONNEL REGISTER NO. 6 – 2020 -2021

It is recommended that the Board approve the following personnel actions:

**EMPLOYMENT:**

Name: Laura Murphy  
Position: Career Specialist  
Program: Student Services  
Location: Newport Harbor H.S.  
Effective: April 20, 2021

**From:** Name: Aurelia Roman  
**To:** Position: Classified Substitute  
Position: Receptionist/Administrative Assistant  
Program: Student Services  
Location: Presidio Site  
Effective: April 21, 2021

Name: Rochelle Van Der Merwe  
Position: Teacher  
Program: Culinary Arts  
Location: Oceanview H.S.  
Effective: March 23, 2021

**RESIGNATION:**

Name: Sarah Muszalski  
Position: Receptionist/Administrative Assistant  
Program: Student Services  
Location: Presidio Site  
Effective: March 22, 2021

Name: Courtney Pollock  
Position: Teacher  
Program: Building Industry Technology Academy (BITA)  
Location: Creekside H.S.  
Effective: May 28, 2021

Name: Gurkan Suzer  
Position: Teacher  
Program: Retail Sales & Merchandising Internship  
Computerized Accounting  
Location: Westminster H.S. and Trabuco Hills H.S.  
Effective: June 10, 2021

Name: Annmarie Winter  
Position: Career Specialist  
Program: Student Services  
Location: Woodbridge and Northwood H.S.  
Effective: April 12, 2021

**SEPARATION OF  
EMPLOYMENT:**

Name: Melody Drake  
Position: Teacher  
Program: Culinary Arts  
Location: Oceanview H.S.  
Effective: March 23, 2021



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Carol Hume

Coastline Regional Occupational Program  
Travel/Conference Report  
Board Meeting  
April 15, 2021

<b>Name</b>	<b>Date(s)</b>	<b>Destination</b>	<b>Purpose</b>	<b>Amount</b>
Siteria Edwards, Administrator, Human Resources Presidio Campus	Mar. 31	Virtual	AALRR California COVID- 19 Supplemental Sick Leave Webinar	\$39.00
			<b>Total</b>	<b>\$39.00</b>