

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of September 13, 2011**

**ITEM # 18**

**ITEM TITLE:** Chancellor's Office Tax Offset Program (COTOP)

**SPECIFIC BOARD ACTION REQUESTED:**

Consider approval of contract between the Peralta Community College District and the Chancellor of the California Community College for the District to participate in the Chancellor's Office Tax Offset Program (COTOP).

**ITEM SUMMARY:**

AB 2347 authorizes the State Chancellor's Office to act on behalf of local community college districts for the purpose of collecting outstanding student financial obligations through participation in the Franchise Tax Board's Interagency Tax Offset Program. Through the use of this contract, the District can recover outstanding student debts owed to Peralta CCD such as enrollment fees, out-of-state fees, library fines, personal checks with non-sufficient funds, student loans, financial aid overpayments, and other approved debt. Recoveries would occur by the Franchise Tax Board remitting directly to the District debtor's personal state income tax refunds, lottery winnings, or other state refunds. The Franchise Tax Board authorizes the State Controller to disburse the offset amount less an administrative fee.

Over the last 12 years the state-wide COTOP program has been successful in recovering over \$13.1 million directly to participating districts. As the District enters the 2011-12 fiscal year faced with the probability of midyear cuts on top of cuts already made this program will help limit and recover accounts receivable that would have otherwise been written off or remain outstanding for a long period of time. The current student receivable balance is approximately \$6.7 million, of which \$5.2 million has been outstanding for longer than 365 days.

**BACKGROUND/ANALYSIS:**

**ALTERNATIVES/OPTIONS:**

**EVALUATION AND RECOMMENDED ACTION:**

Approval of contract.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

Unrestricted General Fund.

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):**

YES \_\_\_\_\_ No   X  

**COMMENTS:**

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?**

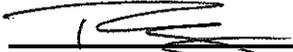
Vice Chancellor Gerhard.

**DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES \_\_\_\_\_ No X**  
**\_\_\_\_\_ IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.**

(\*\*\*\*\*Board contract approval is subject to negotiation and execution by the Chancellor.)

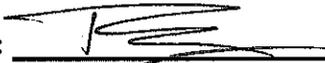
**PLEASE ACQUIRE SIGNATURES IN THIS ORDER:**

**DOCUMENT PREPARED BY:**

Prepared by:   
Ronald P. Gerhard,  
Vice Chancellor for Finance and Administration

Date: 9/6/11

**DOCUMENT PRESENTED AND APPROVED BY:**

Presented and approved by:   
Ronald P. Gerhard,  
Vice Chancellor for Finance and Administration

Date: 9/6/11

**FINANCE DEPARTMENT REVIEW**

Finance review required       Finance review *not* required

If Finance review is required, determination is:       Approved       Not Approved

If not approved, please give reason: \_\_\_\_\_

Signature:   
Ronald P. Gerhard,  
Vice Chancellor for Finance and Administration

Date: 9/6/11

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**

Legal review required       Legal review *not* required

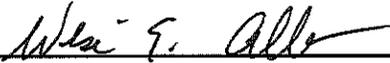
If Legal review is required, determination is:       Approved       Not Approved

Signature: \_\_\_\_\_  
Thuy T. Nguyen, General Counsel

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

**CHANCELLOR'S OFFICE APPROVAL**

Approved, and Place on Agenda       Not Approved, but Place on Agenda

Signature:   
Wise Allen, Chancellor

Date: 9/6/11

THIS CONTRACT, made and entered into this first day of October, 2011, in the State of California, by and between the

\_\_\_\_\_ COMMUNITY COLLEGE DISTRICT  
and the  
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES  
(hereinafter Chancellor) and the

\_\_\_\_\_ COMMUNITY COLLEGE DISTRICT  
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 25, 2011. Districts may make modifications to accounts (adds/changes/deletes) until November 30, 2011. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

#### IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
  - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
  - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
  - C. other financial aid obligations.
  - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
  - A. not in default;
  - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2011 through December 20, 2012, which as defined by the Franchise Tax Board, is the end of the 2012 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By \_\_\_\_\_  
Steve Bruckman Date  
Executive Vice Chancellor

\_\_\_\_\_  
(Name of District) DISTRICT

By \_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Printed Name of Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)