



GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • www.edenrop.org

Thursday, February 4, 2021
5:45 pm

GOVERNING BOARD MEMBERS

Juan Campos, President	San Lorenzo Unified School District
Dot Theodore, Vice-President	Castro Valley Unified School District
Dr. April Oquenda, Member	Hayward Unified School District
James Aguilar, Member	San Leandro Unified School District

MISSION STATEMENT

The mission of the Eden Area Regional Occupational Program is to prepare students for careers and further education as well as to instill workplace skills and ethics that enable them to compete successfully in the economy of today and the future.



Regular Meeting of the ROP Governing Board
Date: Thursday, February 4, 2021
Time: 5:45 p.m.

NOTICE - COVID-19 PUBLIC HEALTH EMERGENCY BOARD MEMBERS TO ATTEND VIRTUALLY

In compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Eden Area ROP Governing Board will be conducting meetings virtually until further notice. This means there will be no specific physical meeting place; the meeting will be held remotely. However, public participation continues to be welcomed and encouraged.

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://us02web.zoom.us/j/84258359818?pwd=L2l1MlBkdzQveWh3Ql9ES295VXhGQT09> to at the noticed meeting time.
Meeting ID: **842 5835 9818**
Passcode: **BdMtg50**

Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193> -Joining-a-Meeting.

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-6833**, then enter ID **842 5835 9818**, then press "#". Passcode: **5588523**

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

Public Comment Instructions:

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Public Comment" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Approval of Agenda

VI. Public Comment for items not on the agenda that are related to the Eden Area ROP

(According to the Brown Act, the Board may not comment or take action on items not on the agenda.)

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view.

Public Comment Instructions:

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

VII. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 4)

VIII. Consent Calendar

Action by the ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of January 14, 2021 (pages 5-11)
- B. Request the Governing Board to approve the Bill Warrants (pages 12-16)
- C. Request the Governing Board to approve the Statement of Facts Registry of Public Agencies Filing (page 17-18)
- D. Request the Governing Board to approve the Budget Development Calendar for the 2021-2022 School Year (pages 19-20)
- E. Request the Governing Board to approve the Rebate from the California Association of Regional Occupational Centers and Programs (CAROCP) for the 2019-2020 School Year (page 21)

- F. Request the Governing Board to approve the Agreement with American Fidelity to Provide Section 125 Flexible Benefit Plan Services for the 2021 Calendar Year (pages 22-57)
- G. Request the Governing Board to approve the Agreement with Kaizon Solutions for Additional Daily Disinfection and Cleaning Services for the 2020-2021 School Year (pages 58-62)
- H. Request the Governing Board to approve the MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide a Dental Assistant Regional Hybrid Program for the 2021 Calendar Year (pages 63-66)

IX. Information Items

- A. Midyear Review of the Superintendent's Goals (pages 67-68)

X. Action Items

- A. Request the Governing Board to approve the adoption of Resolution 6-20/21: Career Technical Education Month (February) (pages 69-70)
- B. Request the Governing Board to approve the adoption of Resolution 7-20/21: Mid-Year Additions/Changes-Revised Signature Card (pages 71-73)
- C. Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2020-2021 School Year (pages 74-76)
- D. Request the Governing Board to approve the Agreement with Six Dot Eight Media, DBA Screener19 for COVID-19 School Check-In and Reporting Services for the 2020-2021 School Year (pages 77-90)
- E. Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2020-2021 School Year (pages 91-96)

XI. Communications

- A. Letter from the Alameda County Office of Education regarding the First Interim (pages 97-98)

XII. Superintendent's Report

XIII. Recess to Closed Session

- A. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/Release/Hiring

XIV. Reconvene to Open Session and Report Action Taken in Closed Session

- A. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/Release/Hiring

XV. Governing Board Reports

XVI. Adjournment



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Elaine Alvite, Assistant Director of Educational Services
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

The Eden Area ROP has developed a student recognition program to acknowledge outstanding efforts and achievements of our students.

CURRENT SITUATION

The student recognition program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as ROP students of the month for February:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Arrielle Norton	Hayward High School	Medical Careers I P	Angelica Peters
Arayiah Boothe	San Leandro High School	Medical Careers I P	Alysa Machado
Alejandro Villanueva	Mt. Eden High School	Sports Medicine I P	Mikel Jackson
Kevin Gutierrez	Arroyo High School	Dental Assisting I P	Kathy O'Brien

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board January 14, 2021

I. Call to Order

Superintendent Linda Granger greeted and welcomed the new board members. She noted that our Board President and Vice President representatives from the districts have cycled off and we currently have no president. Until that item is reached on the Board agenda, Superintendent Granger asked for a nomination for a board member to chair the meeting. Trustee Dot Theodore made a motion to nominate Trustee Juan Campos and Trustee April Oquenda seconded the motion.

By the following vote, it was approved for Trustee Juan Campos to chair the meeting.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

Trustee Juan Campos called the meeting to order at 5:46 p.m. on Thursday, January 14, 2021. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Eden Area ROP Governing Board Present:

Juan Campos, Member	San Lorenzo USD
Dot Theodore, Member	Castro Valley USD
Dr. April Oquenda, Member	Hayward USD
James Aguilar, Member	San Leandro USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Bernie Phelan	Director of Educational Services
Elaine Alvite	Assistant Director of Educational Services
Mercedes Henderson	Human Resources Administrator
Lauren Kelly	Pathway Coordinator
Anthony Oum	Fiscal Services Administrator

ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
Abraham Mendoza	Work-Based Learning Specialist

III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Lauren Kelly read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee April Oquenda moved to approve the agenda. Trustee James Aguilar seconded the motion. By the following vote, the agenda was approved.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VI. Public Comment for Items Not on the Agenda that are Related to the Eden Area ROP

None

VII. Consent Calendar

Trustee April Oquenda moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of December 10, 2020
- B. Bill Warrants
- C. Quarterly Report on Williams Act Complaints and Resolutions

Trustee Dot Theodore seconded the motion.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VIII. Information Items

A. Eden Area ROP Overview

Bernie Phelan, Director of Educational Services, presented an overview of the Eden Area ROP and Career Technical Education (CTE). CTE is the overarching component that lives within ROP. He shared a Venn diagram that shows an overlap between college and career readiness as an integral part of student success for anyone in a CTE program. He reviewed the overarching components of career development, programs of study and partnerships and stated that each one relies on the other for this CTE model to work and create an atmosphere for our students to be successful in their own future.

Mr. Phelan shared what the acronym ROP stands for which is Regional Occupational Program and this is the vehicle in which CTE is delivered. There are 60 ROPs in California that serve over 520,000 high school and adult students annually. ROPs are one of the longest-standing forms of postsecondary career preparedness in California. The development of ROPs in California began in the late 1960s and has continued to grow until now. There has been a shift in mindset from having only two postsecondary options of either college or work and now those two options go hand in hand. ROPs prepare students to be college and career ready by providing 58 pathways under 15 business sectors. The Eden Area ROP offers 21 pathways in 12 of the business sectors which translates into over 150 classes across the four districts and the center.

There are a number of guiding principles that we follow to ensure a model curriculum. There are 12 essential elements of a high quality college and career pathway. One of

these elements is curriculum, all of our programs have course outlines that are equipped with model curriculum standards which include career ready practice standards, industry sector standards and pathway standards. These standards separate a CTE course from a regular high school class.

B. Work-Based Learning Program Overview

Abraham Mendoza, Work-Based Learning Specialist, presented an overview of work-based learning (WBL). Work-based learning (WBL) is a way for students to understand the direct connection of what they are learning in their CTE classroom to the work place.

WBL happens through a variety of methods through contacts with industry partners such as guest speakers, field trips, internships and service learning. Given the circumstances of shelter in place (SIP) all WBL opportunities have been provided through Zoom, Google Meet or Microsoft Teams. Also, through the partnership with Chabot College we were able to provide an Advanced Manufacturing Day event via video meeting platforms.

A byproduct of SIP has made us more versatile and instead of only doing things in person, we are able to also utilize remote learning opportunities and remote work, which are 21st century skills. These circumstances have expanded the students' ability to learn and practice these skills.

Mr. Mendoza discussed the role of the WBL Specialist which is to coordinate with teachers based on requests on what is being taught in the classroom, connect with industry partners, coordinate times and dates for events, plan long-term objectives for WBL with teachers and district staff, and collect data for grants and reporting.

An example of support provided by the WBL Specialist is the series of guest speakers that was set up for HUSD's Biomedical pathway. The guest speakers who participated were from IPS, Biocom, Bayer, ThermoFisher Scientific and Genomics Center. They were able to expand the event for all 3 high schools because of the technology of virtual meetings.

The continuum of WBL is career awareness, career exploration, career preparation and career training.

Mr. Mendoza concluded his report by sharing the 2019-2020 WBL statistics. There was a total of 21,234 individual student experiences across the four school districts and the center.

C. Early College Credit Program Overview

Lauren Kelly, Pathway Coordinator, provided an overview of early college credit for ROP students. Early college credit is coursework taken while in high school that earns both high school and college credit. It's relatively free when offered by the college to the high school students and completely free when offered through the high school. The benefits of early college credit are that students who complete a college level course while in high school are more likely to achieve their postsecondary goals. The two ways that Eden Area ROP students can earn early college credit are through dual enrollment or articulations. Dual enrollment is when the student is taking a high school course that automatically offers them enrollment in a college course simultaneously. The course is offered in conjunction with community college and based upon availability. Articulation is when a high school course meets the same rigor and

objectives as a collegiate course. The college instructor grants “credit by exam” to the high school student for the college course when they pass the high school course with a B or better grade. Ms. Kelly shared a list of potential dual enrollment courses and a list of articulated courses across the four districts and the ROP center.

D. Workforce Innovations and Opportunity Act (WIOA) Grant Overview

Elaine Alvite, Assistant Director of Educational Services, presented an overview on the Workforce Innovation and Opportunity Act (WIOA) program. WIOA was enacted in 2014 by the department of labor and education. It is a federal program that focuses on preparing students to enter the workforce. It is a comprehensive youth employment program for serving eligible youth, ages 14-24, who face barriers to education, training, and employment.

Ms. Alvite reported that there are two types of WIOA programs, one offered in school and one offered out of a school setting. The program offered at the Eden Area ROP is the only in school program offered in Alameda County. The Eden Area ROP works in collaboration with the Alameda County Workforce Development Board (ACWDB) to provide resources and opportunities to our students. Last year was the first year we offered WIOA and served 43 students, this year we were able to serve 53 students and we hope to grow to 60 students in the next school year.

Ms. Alvite shared that the team of staff that make this program successful is comprised of our case manager, career counselor and the work-based learning team. Students get support in their current classes, their career pathway and are connected to internships. She highlighted that our Business Engagement Specialist is working with ACWDB to compile professional career skills modules that students can attend online and receive certificates. These modules are called Metrix and it is a pilot program that will meet the internship hours requirements. The goal of this pilot program is to eventually implement Metrix across all WIOA programs.

The funding for the WIOA program has increased from \$100,000 in its first year, is currently funded at \$161,000 and the Eden Area ROP has submitted an application to continue the program for \$180,000 for the next year.

Students in the WIOA program meet regularly with their Case Manager, Jojuan Carrington, for career skills training, tutoring, work experience, leadership opportunities, mentoring and support services, and to start planning for postsecondary education and/or careers.

To qualify to participate in the WIOA program students must meet one or more of the following: low income, an offender, homeless, have an IEP, have a 504, an English learner, at-risk, pregnant, developmentally disabled, a foster or emancipated youth. Upon completion of the program the participant will receive a \$1,000 scholarship. Another component is the follow-up with students in the subsequent year after they exit the program. Every month the Eden Area ROP submits success stories of current and former students to the ACWDB. Ms. Alvite shared with the Governing Board that there are many success stories and she concluded her report by sharing a video of Haylin Mujica discussing her experience as a WIOA student and the impact it has had on her life. Haylin was an Eden Area ROP Medical Careers student who graduated from Hayward High School and is currently a college student at Cal State University East Bay.

E. Reopening of School Plan Update

Linda Granger, Superintendent, reported an update on the reopening of school plan. She shared that there is a lot of guidance from various institutions that include the State of California, CalOSHA and Alameda County Public Health. The Eden Area ROP has kept up and adapted to meet requirements from all three institutions. Superintendent Granger highlighted the Governor's proposal that includes incentivizing schools to reopen by including funding for support expenses towards mitigation efforts. She noted the four pillars of the proposal are funding, safety, oversight and assistance, and transparency and accountability. The Governor's proposal also requires the option for families to continue 100% distance learning. She noted that if the case rate in your county is over 28 per 100,000 you are ineligible to reopen and as of today Alameda County is at 41.7 per 100,000.

In terms of funding the governor is proposing \$2 billion to be allocated to reopening, the money would be based on ADA and would translate into \$450 per student. In this model it would be a phased in reopening starting with the elementary grades with a target date of February 15 as long as all the requirements are met. The proposal also offers an opportunity for the students with the greatest needs across all grade levels be provided with in-person instruction. It is likely that since the Eden Area ROP is not funded on an ADA model, that we would not receive funding support through the State.

The guidance for safety and mitigation includes testing of staff and students, PPE, a plan for contact tracing, submitting a safety plan and prioritizing educators getting the vaccine. The frequency of testing would depend on the county's case rate and vary between once every other week, once a week or twice a week.

With regard to oversight and assistance, the State is creating a check list to safely reopen. The California Department of Public Health released today its own guidance for schools and additionally the Eden Area ROP would follow CalOSHA's guidance for employers. Fortunately, the Alameda County Public Health department has maintained comprehensive guidance that seems to align with the new guidance being released.

In terms of transparency and accountability, there is a statewide dashboard that will provide information on positive cases in schools and create a hotline to express anonymously any safety measures not implemented in schools.

Currently, the Eden Area ROP administration team and our safety and maintenance staff have worked hard to prepare for reopening based on the county guidelines. We have focused health and safety, instructional programs, facilities and transportation and governance.

For health and safety, the goal has been prevention through cleaning and disinfecting, PPE, healthy hygiene practices, physical distancing, limiting movement within the school and preparing for monitoring if we do have cases. The Eden Area ROP has in place health screenings, an agreement for administering staff testing, a plan for COVID-19 case response, and guidance for triggers for switching to distance learning if we were to reopen and then have an outbreak.

Superintendent Granger noted that she reported in August the rules for closure due to exposure. Closure was dependent on the event and severity of positive cases at our school. The first step would be to consult and work with the county health department and depending on the severity of the outbreak there were different requirements that ranged from a group exposed going home to quarantine to closing the school for 14

days. Now OSHA regulations require for all employers to close a worksite for 14 days if there are 4 or more positive cases.

As we are still in a distance learning model staff are focusing their efforts on planning for providing materials to students to be able to do hands on CTE work at home. In planning for the future of returning to in-person instruction, Superintendent Granger, shared some of the challenges which included creating a schedule based off the districts and transportation. The Eden Area ROP hybrid learning schedule would be dependent on the four school districts schedule which would delay our reopening. The Eden Area ROP also cannot enter into transportation agreements as they are contingent on start dates and times. Other considerations for reopening include staffing issues for those unable to come back to work, substitutes, classroom settings, internships and career technical student organizations (CTSOs).

IX. Action Items

A. Request the Governing Board to approve the Governing Board Reorganization

Trustee Dot Theodore moved to nominate Trustee Juan Campos for Board President. Trustee April Oquenda seconded the motion. By the following vote the Governing Board approved to elect Trustee Juan Campos for President.

AYES:	4 (Aguilar, Campos, Oquenda, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	0

Trustee Juan Campos moved to nominate Trustee Dot Theodore for Board Vice-President. Trustee April Oquenda seconded the motion. By the following vote the Governing Board approved to elect Trustee Dot Theodore for Vice-President.

AYES:	4 (Aguilar, Campos, Oquenda, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	0

X. Superintendent's Report

Superintendent Granger shared that she is really excited to have this new Governing Board team. It will be an honor to have this new team representing the Eden Area ROP.

Superintendent Granger reported that Eden Area ROP staff applied for another round of Strong Workforce Program (SWP) grants to support career technical education and was awarded \$2.6 million.

She highlighted that since ROP funding is no longer a direct funding model, we have focused our efforts on increasing revenue to the districts by applying to grants specific to CTE such as CTEIG and SWP. This week the recommendation for the CTEIG allocations will be going to the State Board of Education. Our consortium of the four districts was allocated \$1.38 million for this year's funding for CTE. This money goes back to the districts to support the districts' CTE programs. The CTEIG funding combined with the three SWP grants that were just awarded brings just below \$4 million in funding back to the districts.

She also noted the State is continuing to see the value that career technical education plays in a student high school experience in terms of preparing them for their first career. The challenge has been that at the State level funding for CTE in the amount of \$300 million was divided between the community colleges and state department of education. However, there is statewide coalition coming together to advocate for funding to be frozen at the higher level between 2019-2020 or 2020-2021 and audit programs to decide what kind of changes need to be made to legislation. The current funding model does not allow for long term planning as funding is determined year to year. This information was presented to our partner districts' superintendents and they are all in favor of the funding being frozen in order to remedy the funding issues that CTE is currently facing.

XI. Other Business/Governing Board Reports

A. Governing Board Reports

Trustee Dot Theodore, Castro Valley USD representative, shared that she was excited to be back on the ROP Board and excited to see the WIOA program grow as it is new since she was last here.

Trustee James Aguilar, San Leandro USD representative, shared that he is super excited to join this Board. He shared that Trustee Oshinski, his predecessor, always reported at the San Leandro USD Board meetings with so much love and excitement about the happenings at the Eden Area ROP. Trustee Aguilar hopes to fall in love with ROP as much as Trustee Oshinski and is excited to expand his knowledge area of CTE.

Trustee April Oquenda, Hayward USD representative, shared that she too was excited to be here and learn more. She expressed that tonight's presentation was very helpful to set the foundation of what the Eden Area ROP is doing. She appreciated the overview and being brought up to speed.

Trustee Juan Campos, San Lorenzo USD representative, also shared that he is excited to work together as a Governing Board team as he has briefly got to know each member in different capacities. He shared that being on the ROP Governance Team this last year has been nothing but great and the highlight of the meetings are the student of the month presentations.

XII. Adjournment

Trustee Juan Campos adjourned the Governing Board meeting in honor of Haylin Mujica, the WIOA program student highlighted at today's meeting.

The meeting was adjourned at 7:13 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of December 2, 2020 through January 6, 2021 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Statement of Facts Registry of Public Agencies Filing

BACKGROUND

Government Code Sections 53050 and 53051 require a Statement of Facts Registry of Public Agencies (formerly Roster of Public Agencies) to be filed whenever there is a change in the officers or members of a district's governing board (within 10 days after a change).

The Superintendent or designee shall verify that all information regarding the ROP and the Board is filed accurately with the Registry of Public Agencies in the office of the Secretary of State, the County Clerk and ACOE. The verified information includes the name of the ROP, the mailing address of the ROP, the names and addresses of the presiding Governing Board officer, the Governing Board Clerk or Secretary and other members of the Governing Board.

CURRENT SITUATION

Now that the annual reorganization of the ROP Governing Board has been completed an updated Statement of Facts Registry of Public Agencies Filing will be submitted to the Secretary of State, the County Clerk and ACOE.

CONSENT CALENDAR



Secretary of State
Registry of Public Agencies
(Government Code section 53051)

SF-405

IMPORTANT — [Read Instructions](#) before completing this form.

There is **No Fee** for a Registry of Public Agencies filing

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

This Space For Office Use Only

1. Type of Filing (Check one.)

- ☐ Initial Filing (first Registry of Public Agencies filing for an agency)
☐ Updated Filing (change to an existing Registry of Public Agencies record)

2. Agency Information

a. Full Legal Name of Public Agency

b. Nature of Update (complete if Updated Filing)

c. County

d. Official Mailing Address

3. Chairperson, President, or Other Presiding Officer

a. Name

b. Title

c. Business or Residence Address

4. Clerk or Secretary

a. Name

b. Title

c. Business or Residence Address

5. Other Members of the Governing Board (Enter as many as applicable. Attach additional pages for additional members.)

Name

Business or Residence Address

Name

Business or Residence Address

Name

Business or Residence Address

Name

Business or Residence Address

Name

Business or Residence Address

6. Date and Sign Below (Additional members set forth on attached pages, if any, are incorporated herein by reference and made part of this Form SF-405, Registry of Public Agencies.)

Date

Signature

Type or Print Name



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Budget Development Calendar for the 2021-2022 School Year

BACKGROUND

The Eden Area ROP, as with all elementary and secondary educational institutions, must abide by Education Code 42127, including the responsibility to develop a budget calendar that shall guide the District through the fiscal year.

As a requirement of all Local Educational Agencies (LEAs), the Eden Area ROP must adopt a budget by July 1st of each year. Per Education Code 42127, it states that county superintendents are required to examine the adopted budget for each school district to "determine whether it complies with standards and criteria adopted by the state board [and] shall identify, if necessary, technical corrections that are required to be made to bring the budget into compliance with those standards and criteria..." and to "determine whether the adopted budget will allow the school district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the school district to satisfy its multiyear financial commitments." Furthermore, it states that the "county superintendent of schools shall either conditionally approve or disapprove a budget that does not provide adequate assurance that the school district will meet its current and future obligations ..."

CURRENT SITUATION

Therefore, the Eden Area ROP is using Education Code 42127, applying the State's budget cycle, to guide the Budget Development Calendar for the 2021-2022 school year.

CONSENT CALENDAR



Budget Development Calendar
Preparation for FY 2021-2022 Budget
 (in progress during the 2020-2021 School Year)

PHASE I	
Thursday, September 3, 2020	Governing Board approves FY 2019-2020 Unaudited Actuals
Thursday, December 10, 2020	Governing Board approves FY 2020-2021 First Interim Report
Friday, January 15, 2021	School Services of California - Governor's Budget Workshop
Monday, January 25, 2021	Define budget priorities
Tuesday, January 26, 2021	Distribute current budget information and forms to staff
Thursday, January 28, 2021	Fiscal Services Administrator develop budget assumptions and goals
Thursday, February 4, 2021	Governing Board approves the budget development calendar for FY 2021-2022
Friday, February 5, 2021	Intent to return letter sent to staff
Tuesday, February 16, 2021	Administrators submit proposed budgets to Business Services
Thursday, February 18, 2021	Intent to return letters due back to Human Resources
Thursday, February 25, 2021	Superintendent and Fiscal Services Administrator review all budgets
Thursday, March 4, 2021	Governing Board approves FY 2020-2021 Second Interim Report
Monday, March 15, 2021	Step & column and professional growth calculated and distributed to administrators

PHASE II	
Friday, April 16, 2021	Outside contract renewals for FY 2021-2022 begin
Friday, April 23, 2021	Purchase Orders closed for FY 2020-2021
Monday, May 3, 2021	Teachers' contracts sent out
Friday, May 14, 2021	Teachers' contracts returned
Tuesday, May 18, 2021	Governor's May Revise Budget
Friday, June 4, 2021	Conduct public hearing and Governing Board approves FY 2021-2022 Adopted Budget
Wednesday, June 30, 2021	File SACS data and submit FY 2021-2022 Adopted Budget to ACOE

PHASE III	
Tuesday, July 6, 2021	Update member district revenues when State adopts budget
Thursday, September 2, 2021	Governing Board approves FY 2020-2021 Unaudited Actuals
Monday, September 13, 2021	Submit FY 2020-2021 Unaudited Actuals to ACOE
Wednesday, September 15, 2021	Update beginning fund balance

PHASE IV	
Thursday, August 5, 2021	45 days after Governing Board adopts revised budget based on final State Budget, as needed

PHASE V	
Thursday, December 9, 2021	Governing Board approves FY 2021-2022 First Interim Report
Thursday, March 7, 2022	Governing Board approves FY 2021-2022 Second Interim Report



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Pathway Coordinator
SUBJECT: Request the Governing Board to approve the Rebate from the California Association of Regional Occupational Centers and Programs (CAROCP) for the 2019-2020 School Year

BACKGROUND

The Eden Area ROP is a member of the California Association of Regional Occupational Centers and Programs (CAROCP). As a member of this organization, annual membership fees are paid.

When possible, CAROCP will provide a rebate for its members at year end.

These funds are to be used for student scholarships and/or participation in Career Technical Student Organizations (CTSOs).

CURRENT SITUATION

The California Association of Regional Occupational Centers and Programs has sent a rebate of \$2,000 from the Coastal Region for the 2019-2020 school year.

CONSENT CALENDAR



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with American Fidelity to Provide Section 125 Flexible Benefit Plan Services for the 2021 Calendar Year

BACKGROUND

The Eden Area ROP uses American Fidelity as its Section 125 Flexible Benefit Plan provider. Annually, said plan is re-serviced to comply with the Internal Revenue Service regulations because it is necessary that the information contained in the plan document be accurate.

CURRENT SITUATION

Attached is the re-serviced Section 125 Flexible Benefit Plan with an effective date of amendment of 01/01/2021.

CONSENT CALENDAR

SAMPLE PLAN DOCUMENT

SECTION 125

FLEXIBLE BENEFIT PLAN

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Eden Area Regional Occupational Programs
Address:	26316 Hesperian Blvd HAYWARD, CA 94545
Employer Identification Number:	94-3158083
Nature of Business:	Public School
Name of Plan:	Eden Area Regional Occupational Programs
	Flexible Benefit Plan
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1999
If Amendment to existing plan, effective date of amendment:	January 1, 2021

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment. Eligible employees include active employees and retired persons who receive an early retirement stipend from the District.
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Retiree Wording:	N/A
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Minimum Hours:	All employees with 7.5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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Age:	Minimum age of 18.0 years.
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D. PLAN YEAR

The current plan year will begin on January 1, 2021 and end on December 31, 2021.

Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

- F. AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.
1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
American Fidelity Assurance Company Accident | CalPERS |
Eligibility Requirements for Participation, if different than Item C.
 2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)
American Fidelity Assurance Company 017 Kind Series |
Eligibility Requirements for Participation, if different than Item C.
 3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
American Fidelity Assurance Company C-5 and all subsequent plans |
Eligibility Requirements for Participation, if different than Item C.
 4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
Delta Dental | Vision Service Plan |
Eligibility Requirements for Participation, if different than Item C.
 5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

American Fidelity Assurance Company 5 Year Term | U S Life Great American Life | Life Insurance Company of the SW Variable Annuity Life | Nationwide American Life and Casualty | Western-Southern Life Assurance Company Northern Life Insurance |

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.
 6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set

forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2750.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are not elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – **N/A**

Limitation on Eligible Medical Expenses – For purposes of the Medical

Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted Nov 18, 2020.

Eden Area Regional Occupational Programs -
(Name of Employer)

Signed By: 

Title: Human Resources Administrator

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

PD – 0420 Document ID # 135442MCP #38343 Effective Date:01/01/2021 11/17/20 9:12 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),

and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost

during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they

have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
 - (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
 - (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
 - (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent

under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

Eden Area Regional Occupational Programs






Section 125 Plan Document

Final Audit Report

2020-11-18

Created:	2020-11-18
By:	Teresa Allen (Teresa.Allen@americanfidelity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPYf8KBbo53HRgxVdoAXFESByts1b2Sry

"Eden Area Regional Occupational Programs Section 125 Plan Document" History

-  Document created by Teresa Allen (Teresa.Allen@americanfidelity.com)
2020-11-18 - 2:57:44 PM GMT- IP address: 12.178.57.5
-  Document emailed to Mercedes Henderson (mhenderson@edenrop.org) for signature
2020-11-18 - 2:58:18 PM GMT
-  Email viewed by Mercedes Henderson (mhenderson@edenrop.org)
2020-11-18 - 6:18:40 PM GMT- IP address: 206.110.252.122
-  Document e-signed by Mercedes Henderson (mhenderson@edenrop.org)
Signature Date: 2020-11-18 - 6:24:07 PM GMT - Time Source: server- IP address: 206.110.252.122
-  Agreement completed.
2020-11-18 - 6:24:07 PM GMT



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Kaizon Solutions for Additional Daily Disinfection and Cleaning Services for the 2020-2021 School Year

BACKGROUND

On May 7, 2020, the Governing Board approved the agreement with Kaizon Solutions for janitorial services for the 2020-2021 school year.

CURRENT SITUATION

In preparation of full campus reopening due to the COVID-19 shutdown, the Eden Area ROP is engaging in an additional special services agreement with Kaizon Solutions to provide additional daily disinfection and cleaning of all commonly touched surfaces using commercial grade disinfectants and restocking supplies in the restrooms.

CONSENT CALENDAR



SPECIAL SERVICES AGREEMENT

Customer:	Eden Area ROP
Cleaning Location:	26316 Hesperian Boulevard Hayward, CA 94545
Type of Service:	Eden Area ROP - Additional 1x/Daily Campus Restroom Cleaning
Frequency:	One-Time
Pricing:	\$1,735.00
Start Date:	03/01/2021

Pricing valid for 90 days from agreement date

Other Conditions:	<p>Additional daily disinfection and cleaning of all commonly touched surfaces using commercial grade disinfectants and restocking of supplies in the restrooms.</p> <p>Additional work will begin upon full campus re-opening and will end the last day of school or when Kaizon is notified.</p> <p>Price is based on services rendered monthly.</p>
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By executing this Agreement, the parties agree to be bound by the terms and conditions set forth in the following page.

SPECIAL SERVICES AGREEMENT

TERMS

This Agreement is made between Kaizon Solutions located at 1580 Oakland Rd Ste C206 San Jose, CA 95131, and Eden Area ROP, located at 26316 Hesperian Boulevard Hayward, CA 94545 ("CUSTOMER"). Both Kaizon Solutions and CUSTOMER AGREE that Kaizon Solutions will perform the service with the following terms and conditions:

1. CUSTOMER agrees to contract and pay Kaizon Solutions \$1,735.00 to perform a Eden Area ROP - Additional 1x/Daily Campus Restroom Cleaning.
2. CUSTOMER agrees the service shall be performed on 03/01/2021, (the "Service Date"), or a date determined by Kaizon Solutions and CUSTOMER.
3. Kaizon Solutions, agent representative or independent contractor will provide all chemicals, equipment, labor and supervision unless otherwise agreed upon.
4. CUSTOMER agrees that within one (1) year after Kaizon Solutions performs this service, it will not employ directly or indirectly any employees, agent representatives or independent contractors of Kaizon Solutions.
5. CUSTOMER agrees this service will be performed one time and payment will be due upon receipt of the bill.
6. CUSTOMER agrees that if payment has not been received by thirty (30) days after the Service Date, a finance charge of 1.5% per every thirty (30) days will be assessed on all delinquent accounts.
7. CUSTOMER agrees to pay all sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased.
8. CUSTOMER agrees to hold harmless Kaizon Solutions, its agent representatives and independent contractors from damage caused to floors that is not a result of the work performed by Kaizon Solutions, its agent representatives and independent contractors.
9. Kaizon Solutions annually observes the following holidays: New Year's Day, President's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

Eden Area ROP

Kaizon Solutions

Authorized Company Representative Signature

Name: _____

Name: Erica Quinonez

Title: _____

Title: Operations Manager

Date: _____

Date: 1/13/2021



KAIZON
SOLUTIONS

SPECIAL SERVICES AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHI Group 2143 E 151st Street Olathe, KS 66062 License #: 262718591-000		Brier Payne Meade Insurance 12900 Metcalf Ave Ste 200 Overland Park, KS 66213		CONTACT NAME: Donald E. Hines, Jr. PHONE (A/C, No, Ext): 913-839-1478 FAX (A/C, No): 913-839-1479 E-MAIL ADDRESS: don@autohomeinsurancegroup.com	
INSURED MAX 10 CA, LLC DBA Kaizon Solutions 1580 Oakland Rd Ste C206 San Jose, CA 95131		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Acceptance Indemnity Company		010611	
		INSURER B: Nationwide		22357	
		INSURER C: Century Surety Company		003780	
		INSURER D: Ohio Security Insurance Company			
		INSURER E: Old Republic Surety Company		524126	
		INSURER F:			

COVERAGES		CERTIFICATE NUMBER: 00011611-1009452		REVISION NUMBER: 30		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT Addl Insud <input checked="" type="checkbox"/> Waiver of Subrog GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		CL00203080	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACP 3009989950	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ Zero		CCP936059	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	XWS (22) 62419661	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Business Serv Bond		W150290435	01/01/2021	01/01/2022	Per Employee 50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER FOR YOUR RECORDS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (DON)
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ACORD 25 (2016/03)

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KAIZON
SOLUTIONS

SPECIAL SERVICES AGREEMENT

Property Service Workers Protection Act

The Property Service Workers Protection Act is a newly passed law that requires all janitorial employers to:

1. Register with the State of California Labor Commissioner's Office by October 1, 2018
2. Provide employees sexual harassment prevention training every two years

Janitorial Registration Frequently Asked Questions

Q: What is the deadline for janitorial service providers to be registered with the Labor Commissioner's Office?

A: The Property Service Workers Protection Act requires all janitorial service providers to be registered by October 1, 2018 to be in compliance with the law and avoid penalties. The registration is valid for one year and must be renewed annually.

Q: Who must register as a janitorial service provider or contractor?

A: Anyone that employs at least one employee and one or more covered workers, and that enters into contracts, subcontracts, or franchise arrangements to provide janitorial services must register yearly with the Labor Commissioner's Office.

Q: What are the consequences for janitorial contractors who fail to register?

A: Janitorial contractors or employers who fail to register are subject to a civil fine of \$100 for each calendar day the employer is unregistered, not to exceed \$10,000.

Q: What are the consequences for hiring unregistered janitorial contractors?

A: Any person or entity that contracts for janitorial services with an employer not registered at the time the contract is executed, extended, renewed, or modified, is subject to a civil fine of \$2,000 to \$10,000 in the case of a first violation, and a civil fine of \$10,000 to \$25,000 for a subsequent violation.

Kaizon Solutions wants customers to make an informed decision when selecting a provider for their janitorial needs. If you decide to go with another company, please remember to ask if they are registered under the new Property Service Workers Protection Act. Going with the lowest bidder could mean unnecessary and costly fines for your business.

Use the website and registration number below to verify Kaizon Solutions' registration with the state:

- <https://cadir.secure.force.com/RegistrationSearch>

- Kaizon Solutions Registration #: JS-LR-000021513



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide a Dental Assistant Regional Hybrid Program for the 2021 Calendar Year

BACKGROUND

The Dental Assisting (DA) and Registered Dental Assisting program (RDA) at the Eden Area ROP has been approved by the Dental Board of California. The approval allows students to earn many certifications from this course: Infection Control, Radiography, Coronal Polish, Pit and Fissure, and Dental Assisting. With the Eden Area ROP Board's approval, separate dental courses are offered for Infection Control and Radiography certifications.

CURRENT SITUATION

Given the recent approval of the Eden Area ROP's DA program, the Jewish Vocational and Career Counseling Service (JVS) partnered with the Eden Area ROP to help their clients become employable in the dental field. The curriculum assembled for JVS is a 30-hour on-line didactic Foundations in Dental Assisting course. This course is a portion of JVS's program that involve dental business partners for the hands-on training of potential dental assistants during COVID-19 teaching restrictions. The didactic course was designed to give students a basic introduction to the content and literature-based material to help support the hands-on training for dental assistants.

Students enrolled in the course will cover topics, such as, dental anatomy, instruments, dental law and ethics, dental materials and various dental procedures.

The MOU before you tonight is a renewal with the JVS organization and their staff. JVS agrees to recruit, finance, and counsel up to 12 students, per 30-hour cohort, in the 30-hour on-line didactic Foundations in Dental Assisting course. The Eden Area ROP will instruct and provide the curricular material for the class.

CONSENT CALENDAR



Memorandum of Understanding

Between
Jewish Vocational and Career Counseling Service ("JVS")
and
Eden Area ROP ("EAROP")

1) Purpose.

The purpose of this Memorandum of Understanding ("MOU") is to describe the responsibilities of JVS and Eden Area ROP ("EAROP") with respect to the Dental Assistant Regional Hybrid Program ("Program").

2) Program Description

The Dental Assistant Certificate program recruits and trains low income, unemployed, or under employed Bay Area residents who are interested in entering the Healthcare field through dentistry. JVS' DA training program increases the skills and employability of participants by providing technical and non-technical skills necessary to succeed in the role. Eden Area ROP will provide students online didactic training that compliments the technical training they will receive in-person. JVS will provide supplemental job readiness (soft) skills training to further prepare participants for work as Dental Assistants.

3) Roles and Responsibilities

a) JVS agrees to:

- i) Assign a primary person of contact for oversight of this agreement;
- ii) Assign a staff person to coordinate with EAROP the activities included in this MOU;
- iii) Provide a staff person to oversee coordination of the program and instruction of JVS-led curriculum;
- iv) Coordinate with EAROP for purposes of planning and troubleshooting in order to successfully attain goals of the program;
- v) Lead coordination of program training;
- vi) Assess, recruit, and enroll up to 12 participants for the training;
- vii) Collect contact information data on participants and share with EAROP;
- viii) Provide participants up to 10 job readiness training sessions;
- ix) Co-create with EAROP progress reports and performance reviews for each student;
- x) Arrange a supervised clinical experience for students who successfully complete course requirements;
- xi) Notify EAROP in a timely manner of any concerns, issues, and/or incidents related to any component of the Program;
- xii) Debrief with EAROP and discuss outcomes after the completion of each round of program
- xiii) Process invoices and issue payment to EAROP within thirty business days of receipt of invoices.

b) EAROP responsibilities:

Memorandum of Understanding
between JVS and EAROP
Page 1 of 3

- i) Assign a primary person of contact for oversight of this agreement;
 - ii) Assign a staff person to coordinate with JVS the activities included in this MOU;
 - iii) Provide a staff person(s) to oversee coordination of the training and instruction of EAROP curriculum;
 - iv) Coordinate with JVS for purposes of planning and troubleshooting in order to successfully attain goals of the Program;
 - v) Lead occupation-specific on-line training;
 - vi) Ensure all 12 students of each cohort in the Program have all of the necessary materials associated with the training curriculum;
 - vii) Collect attendance and performance data on participants and share with JVS;
 - viii) Co-create with JVS progress reports and performance reviews for each student;
 - ix) Notify JVS in a timely manner of any concerns, issues, and/or incidents related to any student or component of the Program;
 - x) Adhere to EAROP standard policies for responding to student accidents and/or urgent care needs;
 - xi) Debrief with JVS and discuss outcomes after the completion of each round of training
 - xii) Issue invoices to JVS within thirty days of the Program start date.
- c) Both parties agree to:
- i) Defend, indemnify and hold the other party, its directors, officers, employees, volunteers and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of its performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party its directors, officers, employees, volunteers and agents.

4) Other Terms and termination

- a) This MOU may be terminated at any time upon mutual agreement of EAROP and JVS.
- b) This MOU may be terminated for cause if a party has materially breached the MOU where the defaulting party has been given written notice of its deficiencies and has failed to correct such deficiencies within thirty (30) days after receipt of such notice or such longer time as agreed upon by the parties. Termination pursuant to this section shall be effective at the expiration of the cure period. This provision shall not constitute an election of remedies by or liquidated damages to the terminating party. The terminating party shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the defaulting party.
- c) This Agreement may be terminated without cause by any party upon thirty (30) days' advance written notice.

5) Principal Contacts

	JVS Contacts	Partner's Contacts
Name (Program)	Dorit Leavitt	Craig Lang
Title	Program Manager	Director of Adult Education
Phone	415.782.6262	510.293.2905
Email	dleavitt@jvs.org	clang@edenrop.org
Name (Finance)	Kathryn Beeley	
Title	CFO	
Phone	415.782.6222	
Email	kbeeley@jvs.org	

6) Payment

This MOU confirms that upon confirmation of the MOU, JVS will pay EAROP \$250 (two hundred and fifty dollars) per student for a total of \$3000 (three thousand dollars) for each 12-student cohort.

7) Period of MOU

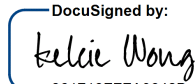
a) This MOU becomes effective 1/15/2021 and ends 1/15/2022.

8) Authorized Representatives

Both parties understand and agree that this document contains the entire understanding of the parties relating to the subject matter and that this agreement cannot be waived or altered except in writing and signed by representatives of both parties.

Accepted and agreed to by:

DocuSigned by:



264748FFFA0642B...

Kelcie Wong

Director of Healthcare Programs, JVS

1/7/2021

Date

Craig Lang

Director of Adult Education, Eden Area ROP

Date

INFORMATION ITEMS

DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Midyear Review of the Superintendent's Goals

BACKGROUND

Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the Superintendent's evaluation at the end of the school year.

CURRENT SITUATION

The Superintendent will provide an update on the progress and status of the goals identified for this school year.

RECOMMENDATION

Information only

SUPERINTENDENT'S GOALS 2020-2021

Ensure curriculum and instruction is responsive to current academic and industry needs

- Develop a blended learning model to support student learning
- Design and provide professional development opportunities for all staff that foster high quality instruction
- Continue to identify options that enable all of our programs to provide industry recognized certifications, a-g qualifying, and/or articulation with community colleges.

Develop new and strengthen existing partnerships

- Work collaboratively with the districts to ensure that CTE programs offered support students in meeting the requirements of the College and Career Readiness Indicator
- Continue to develop partnerships with businesses that support work based learning opportunities across the continuum
- Continue to refine advisory committee structure to ensure program focus remains relevant to industry needs.

Implement systems that support the effective use of technology

- Identify, purchase and utilize cutting edge technology to support the effective operation of the ROP
- Identify, purchase and utilize cutting edge technology to support effective teaching and learning in a variety of situations

Monitor current funding and identify opportunities to increase and diversify funding streams

- Continue to develop strategic partnerships aligned to funding opportunities
- Continue to identify and apply for grants aligned to the ROP mission
- Monitor current budget, spending patterns and identify areas to increase efficiency

ACTION ITEMS

DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 6-20/21: Career and Technical Education Month (February)

BACKGROUND

February has been designated as Career and Technical Education Month by the Association for Career and Technical Education (ACTE).

CURRENT SITUATION

Attached Resolution 6-20/21 recognizes the month as a celebration of the vital impact career and technical education makes upon our students' lives, our business and technical communities and the economic development of our country.

Once adopted, Resolution 6-20/21 will be sent to local and state officials to increase awareness.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 6-20/21: Career and Technical Education Month (February).

EdenAreaROP

RESOLUTION NO. 6-20/21

Career and Technical Education Month: February

WHEREAS, February has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education provides Americans with a school-to-careers connection that is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Eden Area Regional Occupational Program does hereby recognize February as

CAREER AND TECHNICAL EDUCATION MONTH

and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

PASSED AND ADOPTED by the following called vote this 4th day of February 2021.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Linda Granger
ROP Governing Board Clerk, Eden Area ROP
Alameda County, State of California



DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 7-20/21: Mid-Year Additions/Changes-Revised Signature Card

BACKGROUND

Education Code Section 42632 for K-12 requires that signatures of all governing board members and signatures of persons authorized by the governing board to sign orders must be filed with the County Superintendent of Schools.

Annually, the Eden Area ROP files signature cards by way of resolutions for authorized agents and Governing Board members.

Any time during the school year that there is a change (addition or replacement) of authorized agents or Governing Board members, the Alameda County Office of Education requires a mid-year revision to any applicable signature cards.

CURRENT SITUATION

On August 6, 2020, the Governing Board approved:

- Resolution 2-20/21: Signature Card Board Members
- Resolution 3-20/21: Signature Card-Authorized Agents: Payroll Warrants and Disbursements
- Resolution 4-20/21: Signature Card-Authorized Agents: Official Documents and Reports

As of January 2021, the Eden Area ROP has had three replacements on the Governing Board. Attached is Resolution 7-20/21: Mid-Year Additions/Changes-Revised Signature Card that reflects the changes.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 7-20/21: Mid-Year Additions/Changes-Revised Signature Card.

EdenAreaROP

RESOLUTION NO. 7-20/21

Mid-Year Additions/Changes-Revised Signature Card

REVISED SIGNATURE CARD FOR:

- ☐ Authorized Agents-Payroll Warrants & Disbursements
- ☐ Authorized Agents-Official Documents & Reports
- ☒ Board Members

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

AUTHORIZED AGENTS - PAYROLL WARRANTS & DISBURSEMENTS

Pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of our school district shall be signed by at least a majority of the members of the governing board of the district or by a person(s) authorized by the governing board to sign orders in its name.

The following signature is the person in addition to signatures authorized by the governing board to sign orders in its name:

Signature	Type Name
<input type="checkbox"/> Additional <input type="checkbox"/> Replacement	Title
	Type Name

AUTHORIZED AGENTS - OFFICIAL DOCUMENTS & REPORTS

Signature	Type Name
<input type="checkbox"/> Additional <input type="checkbox"/> Replacement	Title
	Type Name

BOARD MEMBERS

Signature	Dot Theodore
<input type="checkbox"/> Additional <input checked="" type="checkbox"/> Replacement	Type Name
	Jo A.S. Loss
	Type Name

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Signature</p>	<p style="text-align: center; margin: 0;">Dr. April Oquenda</p>
<input type="checkbox"/> Additional <input checked="" type="checkbox"/> Replacement	<p style="text-align: center; margin: 0;">Type Name</p>
<p style="text-align: center; margin: 0;">Replaces:</p>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Dr. Robert Carlson</p>
	Type Name

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Signature</p>	<p style="text-align: center; margin: 0;">James Aguilar</p>
<input type="checkbox"/> Additional <input checked="" type="checkbox"/> Replacement	<p style="text-align: center; margin: 0;">Type Name</p>
<p style="text-align: center; margin: 0;">Replaces:</p>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Peter Oshinski</p>
	Type Name

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4th day of February 2021 by the following vote:

AYES:
 NOES:
 ABSTENTIONS:
 ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

Date	Signature, President of the Governing Board

DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2020-2021 School Year

BACKGROUND

The Government Accounting Standards Board (GASB) Statement 74 and Statement 75 states that a public agency is required to report as an expense on its financial statements, its liability for costs pertaining to its current and future retired employees' health and other post-employment benefits (OPEBs) and is permitted to calculate its liability (actuarial valuation) by an alternative measurement method (AMM).

CURRENT SITUATION

The Eden Area ROP is engaging in an agreement with the California School Boards Association District Services Corporation (CSBADSC) to provide a full report with measurement dates of 07/01/2018 – 06/30/2019 to be compliant with GASB reporting.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB full report services for the 2020-2021 school year.

GASB REPORTS

Alternative Measurement Method

Service Agreement

This GASB REPORTS Alternative Measurement Method (AMM) Agreement, (“Agreement”), is executed by Eden Area ROP (Public Agency), for the benefit of the California School Boards Association District Services Corporation (“CSBADSC”).

RECITALS

WHEREAS, pursuant to Governmental Accounting Standards Board, Statement 74 (GASB 74) and Statement 75 (GASB 75) Public Agency is required to report as an expense on its financial statements, its liability for costs pertaining to its current and future retired employees' health and other post-employment benefits (OPEBs); and

WHEREAS, Public Agency is permitted pursuant to GASB 74 and GASB 75 to calculate its liability (actuarial valuation) by an alternative measurement method; and

WHEREAS, CSBADSC offers actuarial valuation calculation service (GASB REPORTS AMM service) to public agencies.

NOW THEREFORE, in consideration of CSBADSC providing a GASB AMM report for Public Agency, and for other good and valuable consideration the receipt and sufficiency of which Public Agency hereby acknowledges, Public Agency agrees as follows:

1. That Public Agency will pay CSBADSC a fee of \$2,500 upon completion of the actuarial valuation.
2. That Public Agency will pay CSBADSC an additional fee, at the rate of \$250 per hour or a fraction thereof, if it requests additional technical support related to the actuarial valuation, and the support would require the actuary's expertise.
3. That Public Agency acknowledges that accurate data is critical to calculating a reliable actuarial valuation and that CSBADSC is not liable for an incorrect actuarial valuation that is caused by erroneous data supplied by Public Agency.
4. That Public Agency acknowledges that CSBADSC will not be liable for any indirect, special, consequential, or incidental loss or damage to Public Agency or any other person for the use of or reliance on the Report. If the Report is incorrect, Public Agency shall have the right only to recover up to the limit of the fee it paid for the service.
5. That Public Agency acknowledges that the actuarial valuation may contain CSBADSC's work product and/or proprietary materials intended for Public Agency's use and benefit only, and that Public Agency may not disclose any such material to any third parties


without CSBADSC's prior consent. This shall by no means affect Public Agency's right or responsibility to distribute the actuarial valuation to any of its professional service providers which Public Agency may hold liable under a duty of confidentiality or to any regulatory or government agency when required by law.

6. That this Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.
7. That Public Agency has carefully reviewed this Agreement and has agreed to each of its terms.

IN WITNESS WHEREOF, Public Agency duly executes this Agreement as follows:

Eden Area ROP

(Public Agency)

Signature:  _____

Name: Anthony Oum

Title: Fiscal Services Administrator

Date: 01/12/2021

DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Agreement with Six Dot Eight Media, DBA Screener19 for COVID-19 School Check-In and Reporting Services for the 2020-2021 School Year

BACKGROUND

The pandemic caused by COVID-19 has caused Local Education Agencies (LEAs) to dismiss in-person instruction as of March 2020. As schools examine plans to reopen, one of the requirements is to perform a self-screening assessment prior to entering a campus or classroom.

CURRENT SITUATION

The Eden Area ROP requires a system for students and staff to self-assess COVID-19 symptoms, their exposure to COVID-19, and to report positive test results. This will allow administrators and support staff to track daily responses and receive notifications of confirmed positive cases of COVID-19.

Built-in notifications and analytics will alert staff if the self-assessment is not completed or if a result requires self-quarantining away from campus.

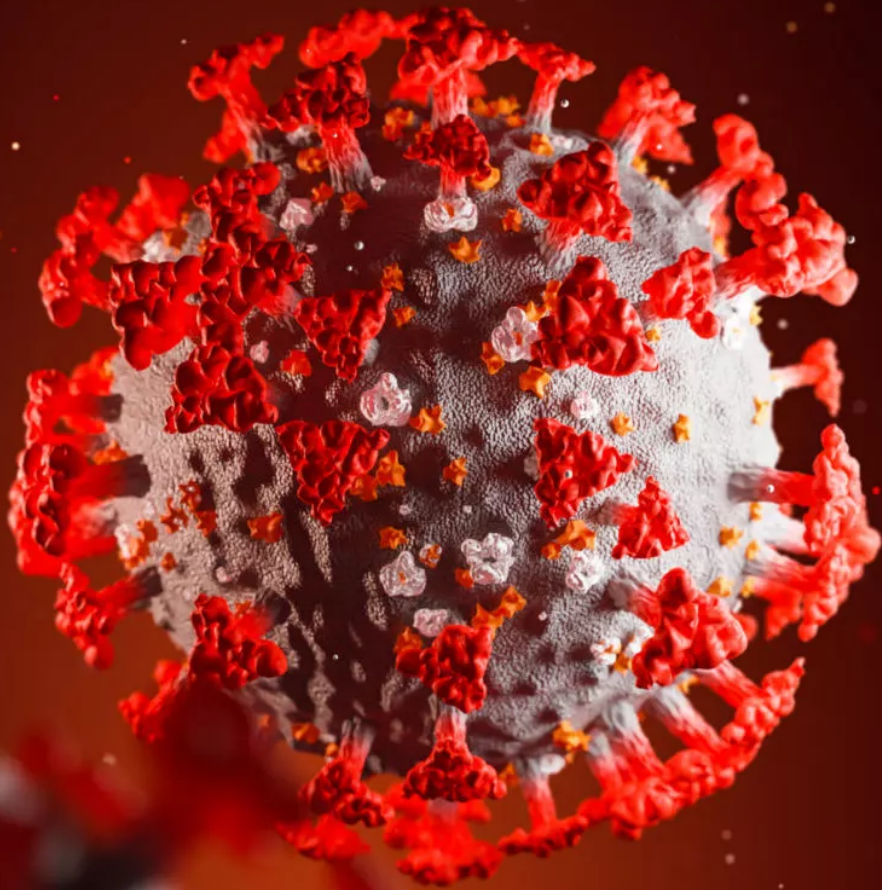
A reminder system will help staff check-in on students before clearing them to return to school and a real-time dashboard will give an overview of the results from the Eden Area ROP.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Six Dot Eight Media, DBA Screener19 for COVID-19 school check-in and reporting services for the 2020-2021 school year.

Screenr19 PROPOSAL

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S



Prepared by:

Six Dot Eight Media, DBA Screenr19

Prepared for:

Bernie Phelan, Director, Educational Services
Eden Area ROP

Introduction

Thank you for your interest in partnering with Six Dot Eight Media, DBA Screener19 for your COVID-19 school check-in and reporting needs. We appreciate the opportunity to work with Eden Area ROP to provide a system that will support the faculty, students and parents in these unprecedented times.

At Six Dot Eight Media, DBA Screener19, we take pride in upholding the highest standards of modern web development and design. Using responsive design, cloud services, and the latest security and privacy standards, we provide high performant applications that scale to meet any user demands.

In this proposal, you'll find the standard terms and conditions for partnering with Six Dot Eight Media, DBA Screener19.

We look forward to working on this project together and making Eden Area ROP schools a safer place.

Justin Bolter, Founder

Six Dot Eight Media, DBA Screener19

Executive Summary

Eden Area ROP requires a system for students and staff to self-assess COVID-19 symptoms, their exposure to COVID-19, and to report positive test results. This will allow the nursing and support staff to track daily responses and receive notifications of confirmed positive cases of COVID-19 in the district. Built-in notifications and analytics will alert staff if the self-assessment is not completed or if a result requires self-quarantining away from campus. A reminder system will help nurses and staff check-in on students before clearing them to return to school and a real-time dashboard will give an overview of the results from Eden Area ROP.

The first line of defense is empowering nurses and supervisors with the data they need to help manage the safety of the students and staff. Additionally, the daily screening will provide parents and family members peace of mind that multi-level precautions are in place to keep students and faculty safe.

Solution Outline

Six Dot Eight Media, DBA Screener19 will provide the designated schools from Eden Area ROP with a web-based application for the use of daily screenings and an administrative dashboard to track the response results.

The Screener19 web application will provide the following:

- Single Sign-On (SSO) with an Eden Area ROP assigned email address
- Daily questionnaire to identify any new symptoms and/or potential COVID-19 exposure
- Reminders to self-quarantine and contact supervisor based on responses
- Weekly reminder to staff of best practices for reducing COVID-19 transmission (masks, hand washing, sanitizing, etc.)
- Accessibility via desktop and mobile web browsers (Note: when released, Screener19 mobile apps will be available through the Google Play and Apple App Store marketplaces with the same functionality as the web application.)

The administrative dashboard will provide the following:

- Single Sign-On (SSO) with an Eden Area ROP assigned email address
- Role-based rules engine to ensure Eden Area ROP can control who has access to what views and student records to ensure personal identifiable information (PII) is only available to assigned administrators of Screener19
- Manual entry of staff and student profiles assigning users to schools and/or automated import of staff and student profiles via Excel csv file
- Manual entry of results if user (e.g., student, parent, visitor, etc.) is unable to use the screening app before arriving to a designated school using Screener19 from Eden Area ROP
- Daily report statistics, individual responses, and historical responses for users / cohorts
- Notifications of outstanding responses, positive test results, and quarantine expiration notices
- Incident reports for attachment to user profiles to keep track of additional notes

Security

- AWS (Amazon Web Services) secure hosting infrastructure
- Encrypted-at-rest database (allows for HIPAA compliance)
- HTTPS secure web traffic
- Authentication via Single Sign-On (SSO) through Eden Area ROP provided email address

Standard **implementation services** include:

- Integration with Student Information Systems (SIS)
- Customization of questionnaire to support specific needs of Eden Area ROP
- Creation of up to fifteen (15) custom fields or objects

Standard **support services** include:

- Training sessions with system administrators
- Troubleshooting of Screener19 application (with few exceptions, 24-48 hours turnaround time)
- Ongoing maintenance and system updates for improvement

Screener19 Costs

The table below details the costs associated with Six Dot Eight Media, DBA Screener19. You will need to select either the Monthly Subscription or the Annual Payment billing option. All payments are due according to the Payment Terms table below.

Implementation	Price	QTY	Subtotal
Screener19 Implementation Fee	\$500.00	1	\$500.00
Includes standard implementation services (see definition above) for designated schools. Charged upon acceptance by Eden Area ROP			
			\$500.00
Billing Option			
<input type="radio"/> Monthly Subscription	\$50.00	1	\$50.00
First month charged upon "Go Live" date. Subsequent charges incurred on the same date every month thereafter.			
<input checked="" type="radio"/> Annual Payment	\$500.00	1	\$500.00
First year charged upon "Go Live" date. Charges for subsequent years incurred on the same date every year thereafter.			
			\$500.00
Subtotal			\$1,000.00
Tax			\$0.00
Total			\$1,000.00

Professional Services Fees

The table below details potential fees triggered if the needs of Eden Area ROP exceed the standard services.

Note that any professional services will require a signed addendum from Eden Area ROP and Six Dot Eight Media, DBA Screener19 and payment before services will be rendered.

Name	Price	QTY	Subtotal
Premium Professional Services	\$100.00	0	\$0.00
Addendum will include specific services required and timeline for deployment.			
			\$0.00
Subtotal			\$0.00
Tax			\$0.00
Total			\$0.00

Payment Terms & Timeline

The table below stipulates when Eden Area ROP will be charged the Standard Implementation Fees and the *first* Monthly Service Fees (or the *first* Annual Payment if that option is selected).

The standard implementation fees will be collected before any implementation services will be delivered. Payments are recommended via credit card to ensure timely launch of Screener19, however, Six Dot Eight Media, DBA Screener19 can also accommodate payment by check and ACH.

For the purpose of this agreement with Six Dot Eight Media, DBA Screener19, the "Go Live" date is defined as the day the implementation of Screener19 is completed for the designated schools from Eden Area ROP. Every month thereafter, the day of the month will incur the monthly service fees.

Service	Amount	Charges Assessed
Standard Implementation	\$500 / site	Charged immediately
Monthly Subscription	\$50 / site	"Go Live" date and recurring charges incurred on the same date every month thereafter
Annual Payment	\$500 / site	"Go Live" date and recurring annual charges incurred on the same date every year thereafter

Designated Schools / Sites

The table below designates the specific schools from Eden Area ROP that will be using Six Dot Eight Media, DBA Screener19.

Designated School / Site	City, ZIP Code
Eden Area ROP	Hayward, 94545

Terms of Agreement

1. Authorization

Eden Area ROP is engaging Six Dot Eight Media, DBA Screener19, as an independent contractor for the use of Screener19, including development, deployment and support.

2. Payment

Fees to Six Dot Eight Media, DBA Screener19 are due in accordance with the above listed Payment Terms & Timeline. Payments by Check and ACH are accepted, however, payments by Credit Card are preferred. Your Six Dot Eight Media, DBA Screener19 representative will support setting up recurring payments and invoices for Eden Area ROP.

3. Revision During Execution

Eden Area ROP may be charged additional fees if it decides to engage Six Dot Eight Media, DBA Screener19 for Premium Professional Services. A detailed scope of work and timeline for completion will be required before Six Dot Eight Media, DBA Screener19 will engage in those efforts.

6. Legal & License

Six Dot Eight Media, DBA Screener19 warrants that the functionality contained in this project will meet Eden Area ROP requirements and that the operation will be reasonably error-free.

The entire risk as to the quality and performance of the project is with Eden Area ROP. In no event will Six Dot Eight Media, DBA Screener19 be liable to Eden Area ROP or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the website, even if Six Dot Eight Media, DBA Screener19 has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

7. Copyrights & Trademarks

Eden Area ROP represents to Six Dot Eight Media, DBA Screener19 and unconditionally guarantees that any elements furnished to Six Dot Eight Media, DBA Screener19 for inclusion in the project are owned by Eden Area ROP, or that Eden Area ROP has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Six Dot Eight Media, DBA Screener19 and its subcontractors from any claim or suit arising from the use of such elements furnished by Eden Area ROP.

8. Copyright to Project

Upon completion full code, copyrights and ownership will be the sole property of Six Dot Eight Media, DBA Screener19.

9. Sole Agreement

The agreement contained in this Contract constitutes the sole agreement between Six Dot Eight Media, DBA Screener19 and Eden Area ROP regarding this project. Any additional work not specified in this contract must be authorized by a written change order.

10. Cancellation Policy

Eden Area ROP has the right to cancel services, effective 30 days after written notification. Written cancellations should be sent to cancellations@screener19.com and will be confirmed upon receipt.

Six Dot Eight Media, DBA Screener19

Eden Area ROP

Justin Bolter

Bernie Phelan

01 / 08 / 2021

01 / 08 / 2021

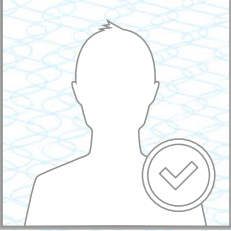

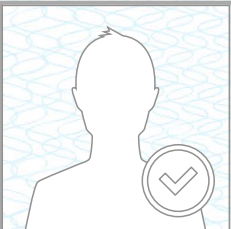

Justin Bolter, Founder

Bernie Phelan, Director, Educational Services

Signature Certificate

Document Ref.: QBKQY-GLB9T-UIFPU-DI2H3

Document signed by:

	Bernie Phelan Verified E-mail: bphelan@edenrop.org IP: 107.193.14.6 Date: 08 Jan 2021 18:20:21 UTC	
	Justin Bolter Verified E-mail: justin@screener19.com IP: 73.223.218.200 Date: 10 Jan 2021 17:01:02 UTC	

Document completed by all parties on:
10 Jan 2021 17:01:02 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.





DATE: February 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2020-2021 School Year

BACKGROUND

The Eden Area ROP is committed to creating an environment that is supportive to our students of color and eliminating any barriers to their success based on race. As part of this effort, the Administrative Team has spent the first semester reading "*White Fragility*" and discussing the implications of white privilege both personally and organizationally.

CURRENT SITUATION

As we move to bring racial equity work to the entire staff, we recognize the need to bring in a facilitator to lead the work and develop a common understanding as we move forward. The contract with Race Work, LLC will enable the Administrative Team to take the next step in creating a shared agenda that examines issues such as implicit bias, institutional racism and white privilege.

RECOMMENDATION

It is recommended that the Governing Board approve the Contract with Race-Work, LLC for racial equity work services for the 2020-2021 school year.

22 January 2021

Contract for Professional Consultant Services 20-21

EDEN AREA ROP

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In consideration of the promises and conditions contained herein, Race-Work, LLC (hereinafter referred to as "Consultant") and **EDEN AREA ROP** (hereinafter referred to as "Client") do mutually agree as follows:

Consultant agrees to provide professional consulting services as outlined for the period commencing in **March 2021** and ending in **May 2021**, and in accordance with provisions outlined in this Agreement.

1. Work to be Performed:

- ❑ **Elevation 2 Transformation seminar for administrative staff virtually delivered in four 2 hour seminars (March 26th, April 9th, 23rd, & May 7th)**

2. Compensation. Client shall pay Consultant **\$4,000** USD as fee for professional services. Fifty percent (50%) of the fee shall be due upon execution of this Agreement by the parties. The balance shall be paid 30 days after invoice remittance to Client for completed services by Consultant for Client.

3. Independent Contractor Relationship. Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

4. Ownership of Work Product. Consultant agrees that all work product developed by them alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines. This shall not include intellectual property in the development and design of curriculum.

5. Confidentiality.

5.1 Definition of Confidential Information. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations. Both parties to this agreement agree to protect the confidentiality of all Confidential Information and, except as permitted in this section,



neither party to this agreement shall use nor disclose the Confidential Information. Both parties to this agreement may use the Confidential Information solely to perform their reciprocal duties under this Agreement.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7. Termination. This Agreement may be terminated by either party by giving fifteen days written notice to the other party. In the event of termination, neither party shall have any rights against the other except to the extent those have accrued prior to the termination date.

8. Hold Harmless. Indemnification. Each of the parties agrees to hold harmless and indemnify the other party, and their elected and/or appointed officials, agents, employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees related to this Agreement.



9. Entire Agreement. This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.

.....

Signed in duplicate originals on this the _____ day of _____, 2021.

.....

CLIENT

.....

CONSULTANT

Client	Race-Work, LLC
Name	Lori A Watson, Ed.D.
Title	Founder & CEO
Email	DrLAWatson@Race-Work.com
Phone	770-262-3525
Address	1063 32nd St, Oakland, CA 94608

This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.

11 January 2021

Proposal for Racial Equity Work 2021

EDEN AREA ROP

OVERVIEW: To disrupt and dismantle the inherently racist educational system that holds students back, educators must be inherently anti-racist. This requires consistently considering how we unwittingly assist in the reproduction of the racial order through our everyday interactions with students, in addition to our everyday experiences outside of schools. Digging deep into racial equity work, helps educators begin to deconstruct often unconscious personal biases and beliefs, develop the knowledge and skills to challenge them when they arise, thereby moving closer to systemic equity transformation.

ELEVATION 2 TRANSFORMATION (E2T). This seminar develops the foundation and provides tools for talking about race both interracial and intra-racially. Participants will engage in exercises to elevate personal racial consciousness, develop a deeper understanding of the impact of race, and gain clarity around the construct of whiteness and its role in sustaining systemic racism.

NOTES: Leadership will engage in what would normally be a 1 day in-person seminar over a series of four 2 hour seminars. Participants will be assigned intersession assignments to work through as a way to stay connected to the work, including setting S.M.A.R.T. goals that are aligned with their organizational roles.

Once we've completed these 8 hours, if you'd like to continue to go deeper into the work, we can build upon this foundation and engage in more leadership- specific work through a racial equity lens.



SERVICES

WHAT	WHO	TIME	COST
ELEVATION TO TRANSFORMATION SEMINAR E2T. This seminar provides a foundational knowledge and understanding of the tools of racial equity leadership.	ROP Admin/Leadership	TBD: Four 2 hour seminars	Virtual \$4,000

COMMUNICATION



January 13, 2021

Mr. Juan Campos, President
Governing Board
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

RE: 2020-21 First Interim Budget Report

Dear President Campos,

The Eden Area ROP (EAROP) filed a POSITIVE certification of the District's 2020-21 First Interim Budget Report with the Alameda County Office of Education (ACOE). In accordance with Education Code (EC) Section 42131, ACOE reviewed the First Interim Budget Report, based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to EC Section 33127.

Based on ACOE's review and analysis, the First Interim Budget Report approved by EAROP's Governing Board (Board) on December 10, 2020, accurately reflects the financial status of the district. ACOE, therefore, concurs with the District's POSITIVE certification with our comments outlined below.

Deficit Spending

EAROP anticipates deficit spending in the General Fund of \$75,917 for 2020-21 and \$70,223 for 2022-23. However, the ROP anticipates a surplus of \$31,904 in 2021-22. ACOE encourages the ROP to adopt measures to mitigate its deficit spending. ACOE will continue to monitor the deficit spending and expects the ROP to formulate budget-balancing solutions.

ROP Revenue & Cash Reserves

Due to the changing economic climate and possible cash strains on member districts, we suggest the ROP continue to remain conservative as it focuses on an effective multiyear strategy. EAROP needs to stay informed of its participating districts' ability to disperse ROP funds and ACOE advises the ROP to maintain strong communication with its member districts to assess any possible reduction or delay to its revenue stream.

We want to acknowledge and express our appreciation to the ROP staff, the Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140.

Sincerely,



Laura Karen (LK) Monroe
Alameda County Superintendent of Schools

cc: Governing Board, Eden Area ROP
Linda Granger, Superintendent, Eden Area ROP
Anthony Oum, Fiscal Services Administrator, Eden Area ROP
Dr. Candi Clark, Associate Superintendent of Business Services, ACOE
Shirene Moreira, Interim Chief of District Business & Advisory Services, ACOE
Terah Studges-Owens, Director I, District Advisory Services, ACOE