



COLLEGE AND CAREER ADVANTAGE

GOVERNING BOARD MEETING AGENDA

Thursday, January 17, 2019
8:30 a.m.

33122 Valle Road, San Juan Capistrano, CA 92675
Jackson Room

Call to Order _____ a.m.

Pledge of Allegiance

ROLL CALL:

Trustee Reardon, President
Trustee Vickers, Vice President/Clerk
Trustee Holloway
Trustee Jones
Trustee Vickers

Present

Absent

1. APPROVAL OF AGENDA

Motion _____ Second _____ Vote _____

ACTION/VOTE

A. CONSENT CALENDAR

All matters listed under the consent calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Usually no discussion will occur on these items; however, any member of the Board, audience or staff may request discussion of specific items on the consent calendar.

2. MINUTES

Approval of the minutes of the Board meeting on September 14, 2018 (supporting information).

PAGES 1-6

3. **MINUTES** Pages 7-10
Board to approve the minutes of the Special Board meeting on December 14, 2018 (supporting information).
4. **PURCHASE ORDERS** Pages 11-15
Board to ratify/approve purchase orders as presented (supporting information).
5. **CHECKS** Pages 16-18
Board to ratify/approve checks as presented (supporting information).
6. **PERSONNEL ASSIGNMENT ORDER** Pages 19-20
Board to ratify/approve personnel assignment order as presented (supporting information).
7. **CUSD MEMORANDUMS OF UNDERSTANDING (MOU)** Pages 21-33
Board to ratify/approve MOUs with CUSD for Art of Animation at CVHS; Biotechnology at ANHS; Biotechnology/Forensics at DHHS and SJHHS; Business Management/Accounting at THS; Careers in Teaching at THS; Forensic Science at ANHS; Healthcare at DHHS; Hospitality at DHHS; Video Production at SCHS; and Virtual Enterprise at SJHHS (supporting information).
8. **LBUSD MEMORANDUMS OF UNDERSTANDING (MOU)** Page 34
Board to ratify/approve MOUs with LBUSD for Dance Company, Dance Performance 1, 2 and 3; 3D Media Design; Multimedia Design and Multimedia Production (supporting information).
9. **AMERICAN FIDELITY SECTION 125 AGREEMENT** Pages 35-67
Board to ratify/approve Section 125 Plan Document for plan year January 1, 2019 through December 31, 2019. There is no cost to the organization for these benefits (supporting information).
10. **DONATION** Page 68
Board to ratify/approve donation from Orange County Fire Authority and Orange County Sheriff's Department for the Fire Science class (supporting information).

Motion _____ Second _____

**ACTION/ROLL
CALL**

ROLL CALL: Trustee Holloway _____
 Trustee Jones _____
 Trustee Reardon _____
 Trustee Vickers _____
 Trustee Wolff _____

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR A ROLL CALL VOTE.

B. ORAL COMMUNICATIONS

Addressing The Board. The Governing Board encourages citizens to participate in the operation of the ROP and, in turn, desires to be responsive to the needs of the school community. Any person may address the Board concerning an item on the agenda. The Board President may exercise judgment as to the time allotted to each speaker or on each subject. Board policy states that presentations are generally limited to three minutes for each speaker and a maximum of twenty minutes to each subject.

For Items on the Agenda: If you wish to address the Board regarding an item on the Board agenda, please complete a speaker card and give the card to the Board Secretary prior to the meeting. Please indicate on the card the specific Board item you wish to address and the Board President will call upon you to speak when the agenda item is being discussed.

For Items Not on the Agenda: If you wish to address the Board regarding a matter which is not included on the meeting agenda but which is within Board jurisdiction, please complete a speaker card and give the card to the Board Secretary prior to the meeting. Please indicate on the card the specific subject you wish to address. The Board President will call upon you to speak at the appropriate time. The Board is prohibited from taking action at the meeting on any matter not included on the posted agenda.

The Governing Board encourages citizens to participate in public school matters, and there is a professional staff of administrators available to handle most matters of public concern. It is expected that matters ordinarily will be presented to the administrative staff prior to the Board's involvement. It is requested that individuals who speak during the public meeting will be courteous and avoid remarks which reflect adversely on the character or motives of any person, or his or her race, religion, political views or economic status.

Reasonable Accommodation. In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Monday before the scheduled meeting. Such notification shall provide ROP personnel time to make reasonable arrangements to assure accessibility to the meeting.

11. COMMENTS FROM THE PUBLIC

DISCUSSION

Non-agenda items. Individuals may be limited to 3 minutes.

12. EXECUTIVE DIRECTOR'S REPORT

- 12.1** Grant Funding
- 12.2** Events
- 12.3** Principal Meetings
- 12.4** Innovative Field Trips
- 12.5** Donation to Fire Science Class

C. DISCUSSION/ACTION ITEMS

13. 2017-18 AUDIT

Board to review and acknowledge receipt of the 2017-18 audit report prepared by Vavrinke, Trine, Day & Co., LLP (under separate cover).

Contact: Patricia Romo, Executive Director

Motion_____ Second_____ Vote_____

Page 69
ACTION/VOTE

14. MEMORANDUMS OF UNDERSTAND (MOUs) WITH CAPISTRANO UNIFIED SCHOOL DISTRICT

Board to review and discuss monetary and non-monetary MOUs with CUSD (supporting documentation).

Contact: Patricia Romo, Executive Director

Pages 70-78
DISCUSSION

15. CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT PROGRAM MOU

Board to review and consider approval of the California Career Technical Education Incentive Grant Program MOU between Capistrano Unified School District and College and Career Advantage (supporting information).

Contact: Patricia Romo, Executive Director

Motion_____ Second_____ Vote_____

Pages 79-83
ACTION/VOTE

16. K12 STRONG WORKFORCE MOU

Board to review and consider approval of the K12 Strong Workforce MOU between Capistrano Unified School District, Laguna Beach Unified School District and College and Career Advantage (supporting information).

Contact: Patricia Romo, Executive Director

Motion_____ Second_____ Vote_____

Pages 84-88
ACTION/VOTE

17. RESOLUTION #06-18/19 - REDUCTION OF SERVICES FOR CLASSIFIED MANAGEMENT AND CLASSIFIED NON-MANAGEMENT PERSONNEL

Board to review and consider adoption of Resolution #06-18/19, Reduction of Services for Classified Management and Classified Non-Management Personnel (supporting information).

Contact: Patricia Romo, Executive Director

Motion_____ Second_____

Pages 89-91
ACTION/ROLL
CALL
Exhibit 1

ROLL CALL: Trustee Holloway _____
 Trustee Jones _____
 Trustee Reardon _____
 Trustee Vickers _____
 Trustee Wolff _____

18. RESOLUTION #07-18/19 - REDUCTION OF SERVICES FOR CERTIFICATED MANAGEMENT PERSONNEL

Board to review and consider adoption of Resolution #07-18/19, Reduction of Services for Certificated Management Personnel (supporting information).

Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Holloway _____
 Trustee Jones _____
 Trustee Reardon _____
 Trustee Vickers _____
 Trustee Wolff _____

Pages 92-94
ACTION/ROLL
CALL
Exhibit 2

19. FALL ENROLLMENT DATA

Board to receive enrollment data for Fall 2018.

Contact: Marie Shirran, Director, Instructional Services

Page 95
DISCUSSION

20. FULL TIME EQUIVALENCE REQUIREMENTS FOR CCA INSTRUCTORS

Board to discuss full time equivalence requirements for College and Career Advantage instructors (supporting information).

Contact: Patricia Romo, Executive Director

Page 96
DISCUSSION

21. FUTURE BOARD MEETING DATES AND TIMES

Board to review and discuss 2019 Board meeting dates and times approved at the December 14, 2018, Board meeting.

Contact: Patricia Romo, Executive Director

DISCUSSION

22. COMMENTS FROM THE BOARD

DISCUSSION

23. FUTURE AGENDA ITEMS

DISCUSSION

March 15, 2018 (proposed date)

- Second Interim Report

24. ADJOURN TO CLOSED SESSION (if needed)

ACTION/VOTE

To discuss issues authorized by law.

Motion_____ Second_____ Vote_____

Any action taken in Closed Session will be reported out in Open Session.

25. RECONVENE TO OPEN SESSION

ACTION/VOTE

Motion_____ Second_____ Vote_____

26. ADJOURNMENT

ACTION/VOTE

Motion_____ Second_____ Vote_____

COLLEGE AND CAREER ADVANTAGE

BOARD MEETING: September 14, 2018 MINUTES

Trustee Jones, President, called the meeting to order in Training Room 3 at Capistrano Unified School District at 1:35 p.m.

Trustee Jones led the Pledge of Allegiance.

ROLL CALL: Present: Trustees Brown, Hanacek, Jones, McNicholas, Vickers
Absent: None

OTHERS PRESENT: Dr. Chad Mabery, LBUSD Director of Assessment and Accountability

APPROVAL OF AGENDA

Prior to approval of the Agenda, staff requested that Item #14 be discussed prior to the Executive Director's Report.

On a motion from Trustee McNicholas, seconded by Trustee Brown, it carried unanimously to approve the agenda as modified.

CONSENT CALENDAR

On a motion from Trustee Brown, seconded by Trustee Vickers, it carried by a roll call vote of five ayes and no noes to approve the consent calendar to include the following:

Minutes of the Board meeting on June 19, 2018, as presented.

Minutes

Purchase orders as presented.

Purchase Orders

Checks as presented.

Checks

Personnel assignment order as presented.

**Personnel
Assignment Order**

College and Career Advantage course catalog as presented.

**CCA Course
Catalog**

Memorandum of Understanding with Orange County Department of Education as presented. **MOU**

ROLL CALL: AYES: Trustees Brown, Hanacek, Jones, McNicholas, Vickers
NOES: None
ABSENT: None

COMMENTS FROM THE PUBLIC

There were no comments from the public.

**Comments from
the Public**

MEMORANDUM OF UNDERSTANDING WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board members and staff discussed course offerings and enrollment numbers for Laguna Beach High School students, the Memorandum of Understanding between CCA and LBUSD, and allocation of funds from Laguna Beach Unified School District. Trustees Brown and Vickers will be discussing the above mentioned items with LBUSD Trustees at their next Board meeting.

MOU with LBUSD

Trustee Vickers left the CCA Board meeting at 2:20 p.m.

EXECUTIVE DIRECTOR'S REPORT

Orange County Teachers of the Year Banquet

The annual Orange County Teachers of the Year Banquet will be held on Friday, November 2, 2018, at the Disneyland Hotel. Katherine Amoukhteh, Engineering Instructor, will be honored as Teacher of the Year. Trustees were invited to attend the event and sit at the College and Career Advantage table.

O.C. TOTY

Enrollment Data

Mrs. Shirran distributed several reports regarding enrollment data for the 2017-2018 and 2018-2019 school years. CCA tracks bell and after-bell enrollment to project and plan for future course offerings. This information will be useful and discussed with high school principals during the month of October.

Enrollment Data

Staff Meeting Update

Mrs. Romo reported the back-to-school staff meeting held in August 2018 was well attended. Instructors were updated on the improvements made over the last year. Mr. Reid, Video Production instructor, produced a video of an emergency medical technician student and her parent discussing how career technical education classes helped her identify a career pathway. The video was shared with staff at the back-to-school staff meeting.

Staff Meeting Update

Several staff members received service awards with one instructor receiving an award for 35 years of dedicated service.

Funding Update

Mrs. Romo discussed future funding for career technical education. The California Department of Education expects CCA to receive approximately \$500,000 from the Governor's approved budget.

Funding Update

The Chancellor's office will receive a large appropriation of funds for career technical education which they will use to fund regional programs, not career technical education for K-12. It is not anticipated that the Chancellor's office will pass through funds to ROPs.

School Services is lobbying for increased funding for regional occupational programs and is optimistic that the amount of funding ROPs receive will increase in the future.

New Courses for Fall

Mrs. Shirran, Director of Instructional Services, distributed to Trustees a list of new fall course offerings. Mrs. Shirran also provided Trustees data representing the CCA sections offered at each site. The data provided a comparison of 2017-18 bell and after-bell classes compared to 2018-19 bell and after-bell classes. It was noted that the data represented CCA funded classes only.

New Courses for Fall

New Catalog Design

Mrs. Romo presented Trustees a copy of the new CCA course catalog. Every academic advisor, counselor and Futureology will receive a copy of the user friendly course catalog. Mrs. Romo reported that a meeting with all high school and middle school academic advisors will be held September 26, 2018. A suggestion was made that the new catalog be made available for check-out at libraries. Mrs. Romo will research this suggestion.

New Catalog Design

Mrs. Romo also reported that the California Department of Education requires students to take career technical education courses in sequence. This may result in CCA offering more concentrator courses and less capstone courses.

Brandman Meeting

Mrs. Romo and Trustee Hanacek attended a meeting at Brandman University hosted by the Chamber of Commerce. The goal of the meeting was to bring together a large group of professionals to bridge the job skills' gap.

Brandman Meeting

Saddleback Community College Meeting

The Academic Senate turned down the three classes offered to adult students at the College and Career Campus. CCA and Saddleback College will be working with the oversight boards for these classes to obtain accredited and the Academic Senate's approval.

Saddleback Meeting

Career Technical Education Seal

Mrs. Romo was pleased to announce that the California Department of Education approved a seal for CTE pathway completion.

CTE Seal

UNAUDITED ACTUALS

Mrs. Fox, CCA Accountant, provided a summary of the 2017-18 unaudited actuals. On a motion from Trustee Brown, seconded by Trustee McNicholas, it carried by a vote of 4-0-1 to approve certification of the 2017-18 unaudited actuals as presented.

Unaudited Actuals

VOTE: Ayes: Trustees Brown, Hanacek, Jones, McNicholas
Noes: None
Absent: Trustee Vickers

CONFLICT OF INTEREST CODE BIENNIAL REVIEW

On a motion from Trustee Brown, seconded by Trustee McNicholas, it carried by a vote of 4-0-1 to approve the biennial review of the Conflict of Interest Code.

Conflict of Interest Code

VOTE: Ayes: Trustees Brown, Hanacek, Jones, McNicholas
Noes: None
Absent: Trustee Vickers

BUDGET ADJUSTMENTS AND TRANSFERS AFTER SECOND INTERIM

Mrs. Fox, Accountant, provided the Board with a summary of budget adjustments and transfers after second interim.

**Budget
Adjustments
and
Transfers**

ACTUARIAL STUDY OF RETIREE HEALTH LIABILITIES

On a motion from Trustee Brown, seconded by Trustee McNicholas, it called by a roll call vote of 4-0-1 to acknowledge receipt of the Actuarial Study of Retiree Health Liabilities.

**Actuarial
Study**

ROLL CALL: AYES: Trustees Brown, Hanacek, Jones, McNicholas
NOES: None
ABSENT: Trustee Vickers

COMMENTS FROM THE BOARD

Trustees thanked staff for doing so much for so little.

**Comments
From the
Board**

FUTURE AGENDA ITEMS

Items for the October 18, 2018, Board Meeting will include the following:

**Future
Agenda Items**

- First Interim
- 2018-19 Organizational Goals
- CUSD Memorandums of Understanding for Instructional Sections
- LBUSD Memorandums of Understanding for Instructional Sections

CLOSED SESSION

There was no Closed Session

**Closed
Session**

ADJOURNMENT

On a motion from Trustee Brown, seconded by Trustee McNicholas, it carried by a vote of 4-0-1 to adjourn the meeting at 3:38 p.m. until the next regularly scheduled Board meeting on Thursday, October 18, 2018.

Adjournment

VOTE: Ayes: Trustees Brown, Hanacek, Jones, McNicholas
Noes: None
Absent: Trustee Vickers

President

Secretary

COLLEGE AND CAREER ADVANTAGE

SPECIAL BOARD MEETING: December 14, 2018 MINUTES

Mrs. Pati Romo, Executive Director, called the meeting to order in The Kennedy Room at Capistrano Unified School District at 3:40 p.m.

Trustee Jones led the Pledge of Allegiance.

Present: Trustee Holloway
Trustee Jones
Trustee Reardon

Absent: Trustee Vickers
Trustee Wolff

ELECTION

Mrs. Romo asked for nominations for the office of President of the CCA Governing Board for 2019. Trustee Jones nominated Trustee Reardon, seconded by Trustee Holloway. Trustee Reardon accepted the nomination. It carried by a roll call vote of 3-0-2 to elect Trustee Reardon as President for 2019.

Elect President

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
NOES: None
ABSENT: Trustees Vickers and Wolff
ABSTAIN: None

ELECTION

Trustee Reardon asked for nominations for the office of Vice President of the CCA Governing Board for 2019. Trustee Jones nominated Trustee Vickers, seconded by Trustee Reardon. It carried by a roll call vote of 3-0-2 to elect Trustee Vickers as Vice President/Clerk for 2019.

**Elect Vice
President/Clerk**

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
NOES: None
ABSENT: Trustees Vickers and Wolff
ABSTAIN: None

APPROVAL OF AGENDA

On a motion from Trustee Jones, seconded by Trustee Holloway, it carried by a roll call vote of 3-0-2 to approve the agenda.

**Approval of
Agenda**

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
NOES: None
ABSENT: Trustees Vickers and Wolff
ABSTAIN: None

COMMENTS FROM THE PUBLIC

There were no comments from the public.

**Comments from
the Public**

FIRST INTERIM REPORT

Mrs. Patricia Romo, Executive Director, provided a summary overview of the First Interim Report.

**First Interim
Report**

On a motion from Trustee Jones, seconded by Trustee Holloway, it carried by a roll call vote of 3-0-2 to approve the First Interim Report for positive certification.

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
NOES: None
ABSENT: Trustees Vickers and Wolff
ABSTAIN: None

RESOLUTION #01-18/19 – SETTING OF REGULAR MEETING DATES

The next Governing Board Meeting will be held on Thursday, January 17, 2019, at 8:30 a.m.

**Resolution #01-
18/19**

On a motion from Trustee Jones, seconded by Trustee Holloway, it carried by a roll call vote of 3-0-2 to approve Resolution #01-18/19, Setting of Regular Meeting Dates with the addition of the January 17, 2019, meeting. It was also agreed that discussion regarding the dates and times of future Board meetings remain open for discussion.

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
NOES: None
ABSENT: Trustees Vickers and Wolff
ABSTAIN: None

RESOLUTION #02-18/19 – AUTHORIZATION OF SIGNATURES

On a motion from Trustee Holloway, seconded by Trustee Jones, it carried by a roll call vote of 3-0-2 to adopt Resolution #02-18/19, Authorization of Signatures.

Resolution #02-18/19

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
 NOES: None
 ABSENT: Trustees Vickers and Wolff
 ABSTAIN: None

RESOLUTION #03-18/19 – AUTHORIZATION OF SIGNATURES FOR SCHOOLSFIRST FEDERAL CREDIT UNION AND FARMERS & MERCHANTS BANK

On a motion from Trustee Jones, seconded by Trustee Holloway, it carried by a roll call vote of 3-0-2 to adopt Resolution #03-18/19, Authorization of Signatures for SchoolsFirst Federal Credit Union and Farmers & Merchants Bank.

Resolution #03-18/19

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
 NOES: None
 ABSENT: Trustees Vickers and Wolff
 ABSTAIN: None

RESOLUTION #04-18/19 – AUTHORIZATION TO APPROVE VENDOR PAYMENTS ON THE BI-TECH SYSTEM

On a motion from Trustee Jones, seconded by Trustee Holloway, it carried by a roll call vote of 3-0-2 to adopt Resolution #04-18/19, Authorization to Approve Vendor Payments on the Bi-Tech System.

Resolution #04-18/19

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
 NOES: None
 ABSENT: Trustees Vickers and Wolff
 ABSTAIN: None

RESOLUTION #05-18/19 – AUTHORIZATION TO APPROVE VENDOR PAYMENTS ELECTRONICALLY

On a motion from Trustee Holloway, seconded by Trustee Jones, it carried by a roll call vote of 3-0-2 to adopt Resolution #05-18/19, Authorization to Approve Vendor Payments Electronically.

Resolution #05-18/19

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
 NOES: None
 ABSENT: Trustees Vickers and Wolff
 ABSTAIN: None

ADJOURNMENT

On a motion from Trustee Jones, seconded by Trustee Holloway, it carried by a vote of 3-0-2 to adjourn the meeting at 4:05 p.m.

Adjournment

ROLL CALL: AYES: Trustees Holloway, Jones and Reardon
 NOES: None
 ABSENT: Trustees Vickers and Wolff
 ABSTAIN: None

President

Secretary

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 01/17/2019

FROM 09/06/2018 TO 01/10/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M97R0075	ALL HANDS FIRE EQUIPMENT LLC	5,789.29	4,550.18	0117800105 4310	Fire Science-CCC / Instructional Supplies
M97R0076	HOME DEPOT CREDIT SERVICES	2,489.84	1,239.11	0117800105 4400	Fire Science-CCC / NONCAPITALIZATION EQUIPMENT
M97R0077	FIRE SAFETY USA INC.	1,878.11	2,489.84	0117431405 4310	Building/Industrial Trades-SJH / Instructional Supplies
M97R0078	AMERICAN EXPRESS	31.45	1,878.11	0117800105 4400	Fire Science-CCC / NONCAPITALIZATION EQUIPMENT
M97R0079	NATIONAL RESTAURANT ASSOCIATIO	3,097.79	31.45	0110110215 5900	Administration/General / COMMUNICATIONS
M97R0080	VIRTUAL ENTERPRISES INTERNATI	1,600.00	3,097.79	0120300505 4100	Culinary Arts-SCHS / TEXTBOOKS
M97R0081	MCLOGAN SUPPLY	633.98	1,600.00	0126101405 5300	Virtual Enterprise-SJHHS / DUES & MEMBERSHIPS
M97R0082	AMAZON.COM	649.25	633.98	0148101405 4310	Graphic Design Tech-SJHHS / Instructional Supplies
M97R0083	AMAZON.COM	55.90	649.25	0126101405 4310	Virtual Enterprise-SJHHS / Instructional Supplies
M97R0084	STAPLES	1,185.08	55.90	0126101405 4310	Virtual Enterprise-SJHHS / Instructional Supplies
M97R0085	CHRISTINA'S UNIFORMS CO.	2,440.10	1,185.08	0126101405 4310	Virtual Enterprise-SJHHS / Instructional Supplies
			1,034.59	01125901 4310	Surgical Tech FB-CCA / Instructional Supplies
			690.46	01163901 4310	Dental Assistant-FB ROP / Instructional Supplies
			715.05	01190901 4310	Pharmacy Technician-FB ROP / Instructional Supplies
M97R0088	CAROC	100.00	100.00	0110010015 5220	Instruction / Conferences
M97R0089	AMERICAN EXPRESS	1,586.00	1,586.00	0110010015 5220	Instruction / Conferences
M97R0090	AMERICAN EXPRESS	820.84	820.84	0110010015 4310	Instruction / Instructional Supplies
M97R0091	AMERICAN EXPRESS	92.73	92.73	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0092	AMERICAN EXPRESS	485.81	485.81	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0093	CAROC	1,000.00	1,000.00	0110010015 5300	Instruction / DUES & MEMBERSHIPS
M97R0094	AMERICAN EXPRESS	1,117.29	1,117.29	0126101405 4400	Virtual Enterprise-SJHHS / NONCAPITALIZATION
M97R0095	APPLE COMPUTER INC.	7,255.57	7,255.57	0148101405 4400	Graphic Design Tech-SJHHS / NONCAPITALIZATION
M97R0096	TARGET DEPARTMENT STORES	1,422.24	1,422.24	0120300505 4400	Culinary Arts-SCHS / NONCAPITALIZATION EQUIPMENT
M97R0097	ZSPACE INC.	10,516.41	10,516.41	0110010015 4315	Instruction / Instr Supplies-Software
M97R0098	AMERICAN EXPRESS	92.64	92.64	0111900405 4310	LAW ENFORCEMENT DHHS / Instructional Supplies
M97R0099	STAPLES	10.34	10.34	0110010015 4310	Instruction / Instructional Supplies
M97R0100	AMERICAN EXPRESS	180.00	180.00	0120300505 5300	Culinary Arts-SCHS / DUES & MEMBERSHIPS
M97R0101	AMAZON.COM	21.54	21.54	0115500305 4310	Emergency Medical Tech-CVHS / Instructional Supplies
M97R0102	AMERICAN EXPRESS	19.79	19.79	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0103	AMERICAN EXPRESS	21.52	21.52	0115500305 4310	Emergency Medical Tech-CVHS / Instructional Supplies
M97R0104	VILAS, SETH	66.53	66.53	0115200205 4310	Sports Medicine-ANHS / Instructional Supplies
M97R0105	AMERICAN EXPRESS	158.72	158.72	0110010015 4300	Instruction / MATERIALS & SUPPLIES

User ID: CAFOX

Report ID: PO010_Fund

<v. 030305>

Page No.: 1

Current Date: 01/11/2019

Current Time: 10:46:19

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 01/17/2019

FROM 09/06/2018 TO 01/10/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M97R0106	CHRISTINA'S UNIFORMS CO.	517.39	517.39	0122516215 4310	Dental/Bus Admin/Main / Instructional Supplies
M97R0107	AMAZON.COM	210.36	210.36	0120200405 4310	Hotel & Hospitality Careers-DH / Instructional Supplies
M97R0108	INTEGRATED OFFICE TECHNOLOGY	525.97	525.97	0110010015 4310	Instruction / Instructional Supplies
M97R0109	PITSCO INC.	1,131.28	1,131.28	0129530305 4310	Robotics-CVHS / Instructional Supplies
M97R0110	ANDYMARK INC.	489.70	489.70	0129530305 4310	Robotics-CVHS / Instructional Supplies
M97R0111	CHEFS TOYS LLC	3,584.76	3,584.76	0120300505 4310	Culinary Arts-SCHS / Instructional Supplies
M97R0112	ETGCO	221.25	221.25	0120200405 5810	Hotel & Hospitality Careers-DH / Professional Services
M97R0113	AMERICAN EXPRESS	350.00	350.00	0129530305 5220	Robotics-CVHS / Conferences
M97R0114	AMERICAN EXPRESS	93.40	93.40	0129530305 4310	Robotics-CVHS / Instructional Supplies
M97R0115	SHAW, DAVID P.	146.07	146.07	0162100305 4310	Engineering Design Intro-CV / Instructional Supplies
M97R0116	SHAW, DAVID P.	124.98	124.98	0162100305 4310	Engineering Design Intro-CV / Instructional Supplies
M97R0117	RAMIREZ, ROSA	86.56	86.56	0131500505 4310	Art of Animation-SCHS / Instructional Supplies
M97R0118	AMAZON.COM	328.32	328.32	0129530505 4310	Robotics I-SCHS / Instructional Supplies
M97R0119	ANDYMARK INC.	1,355.30	1,355.30	0129530505 4310	Robotics I-SCHS / Instructional Supplies
M97R0120	CAROC	200.00	200.00	0110110215 5220	Administration/General / Conferences
M97R0121	REV ROBOTICS LLC	895.46	895.46	0129530505 4310	Robotics I-SCHS / Instructional Supplies
M97R0122	AMERICAN EXPRESS	21.51	21.51	0110010015 5220	Instruction / Conferences
M97R0123	LU, RUBY	192.02	192.02	0110010015 4310	Instruction / Instructional Supplies
M97R0124	CALCP/CAROCF CONFERENCE	790.00	790.00	0110110215 5220	Administration/General / Conferences
M97R0125	BARRERA, GABRIEL	100.00	100.00	0110110215 5810	Administration/General / Professional Services
M97R0126	CENGAGE LEARNING	5,602.05	5,602.05	0115230205 4100	Physical Therapy Aide-ANHS / TEXTBOOKS
M97R0127	AMAZON.COM	1,291.68	1,291.68	0120300505 4310	Culinary Arts-SCHS / Instructional Supplies
M97R0128	AMAZON.COM	103.38	103.38	0120300505 4310	Culinary Arts-SCHS / Instructional Supplies
M97R0129	SCHOOL HEALTH CORPORATION	1,636.77	1,636.77	0115200205 4100	Sports Medicine-ANHS / TEXTBOOKS
M97R0130	DEWEY'S	5,172.00	5,172.00	0120300505 4400	Culinary Arts-SCHS / Conferences
M97R0131	AMERICAN EXPRESS	550.00	550.00	0129530305 5220	Culinary Arts-SCHS / Conferences
M97R0132	CHRISTINA'S UNIFORMS CO.	631.66	631.66	0124900705 4310	Medical/Hospital Careers-LBHS / Instructional Supplies
M97R0133	CHRISTINA'S UNIFORMS CO.	762.04	762.04	0124901405 4310	Medical/Hospital Careers-SJHHS / Instructional Supplies
M97R0134	AMERICAN EXPRESS	10.23	10.23	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0135	AMERICAN EXPRESS	131.79	131.79	0110010015 5600	Instruction / RENTALS,LEASES & REPAIRS
M97R0136	AMERICAN EXPRESS	342.63	342.63	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0137	INTEGRATED OFFICE TECHNOLOGY	181.88	181.88	0110010015 4310	Instruction / Instructional Supplies
M97R0138	AED INSTITUTE OF AMERICA	102.36	102.36	0133901405 4310	Medical Core-SJHHS / Instructional Supplies

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M97R0139	STAPLES	62.01	62.01	0110110215 4320	Administration/General / Office Supplies
M97R0140	THOMAS, KIMBERLEY	132.91	132.91	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0141	FIRST	2,000.00	2,000.00	0129530305 5220	Robotics-CVHS / Conferences
M97R0142	BERKMAN, CLIVE	276.35	108.45	0120300505 4300	Culinary Arts-SCHS / MATERIALS & SUPPLIES
			167.90	0120300505 4310	Culinary Arts-SCHS / Instructional Supplies
M97R0143	OFFICE DEPOT	167.90	167.90	0126101405 4400	Virtual Enterprise-SJHHS / NONCAPITALIZATION
M97R0144	AMAZON.COM	128.22	128.22	0110110215 5300	Administration/General / DUES & MEMBERSHIPS
M97R0145	AMERICAN EXPRESS	394.31	233.79	0120300505 4300	Culinary Arts-SCHS / MATERIALS & SUPPLIES
			160.52	0120300505 4310	Culinary Arts-SCHS / Instructional Supplies
M97R0146	AMERICAN EXPRESS	45.44	45.44	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0147	AMERICAN EXPRESS	28.19	28.19	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0148	AMERICAN EXPRESS	48.79	48.79	0110010015 4300	Instruction / Professional Services
M97R0149	YBARRA, YVONNE	700.00	700.00	0110010015 5810	Administration/General / COMMUNICATIONS
M97R0150	AMERICAN EXPRESS	50.00	50.00	0110110215 5900	Culinary Arts-SCHS / Instructional Supplies
M97R0151	THOMAS, KIMBERLEY	80.76	80.76	0120300505 4310	CTE Investigation Lab-SHS / Conferences
M97R0152	MOUNT MIGUEL HIGH SCHOOL	700.00	700.00	0119900605 5220	Culinary Arts-SCHS / MATERIALS & SUPPLIES
M97R0153	GRABER, JANA	944.60	516.19	0120300505 4300	Culinary Arts-SCHS / Instructional Supplies
			428.41	0120300505 4310	Data Processing-Network / Professional Services
M97R0154	ORANGE COUNTY DEPT OF EDUCATIO	5,875.00	5,875.00	0110910915 5810	Data Processing/General / Professional Services
M97R0155	ORANGE COUNTY DEPT OF EDUCATIO	14,442.00	14,442.00	0110919315 5810	Medical Core-SJHHS / Instructional Supplies
M97R0156	AED INSTITUTE OF AMERICA	145.46	145.46	0133901405 4310	Medical/Hospital Careers-SJHHS / Instructional Supplies
M97R0157	AED INSTITUTE OF AMERICA	156.24	156.24	0124901405 4310	Sports Medicine/SJHHS / Instructional Supplies
M97R0158	AED INSTITUTE OF AMERICA	172.40	172.40	0115201405 4310	Instruction / Outside Printing
M97R0159	CAPISTRANO UNIFIED SCHOOL DIST	2,165.47	2,165.47	0110010015 5870	Administration/General / MATERIALS & SUPPLIES
M97R0160	AMERICAN EXPRESS	130.39	130.39	0110110215 4300	Instruction / Instructional Supplies
M97R0162	STAPLES	79.71	79.71	0110010015 4310	Instruction / Instructional Supplies
M97R0163	STAPLES	32.27	32.27	0110010015 4310	Instruction / MATERIALS & SUPPLIES
M97R0164	AMERICAN EXPRESS	26.41	26.41	0110010015 4300	Dental Assistant-FB ROP / RENTALS,LEASES & REPAIRS
M97R0165	DENTIST'S CHOICE INC.,THE	309.95	154.97	01163901 5600	Dental/Bus Admin/Main / RENTALS,LEASES & REPAIRS
			154.98	0122516215 5600	Dental Assistant-FB ROP / Instructional Supplies
M97R0166	AED INSTITUTE OF AMERICA	96.98	96.98	01163901 4310	Instruction / Conferences
M97R0167	AMERICAN EXPRESS	373.92	373.92	0110010015 5220	Instruction / Conferences
M97R0168	AMERICAN EXPRESS	360.78	360.78	0110010015 5220	Instruction / Conferences

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M97R0169	AMERICAN EXPRESS	46.91	46.91	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0170	A-1 AWARDS & ENGRAVING	37.71	37.71	0110110215 4300	Administration/General / MATERIALS & SUPPLIES
M97R0171	STAPLES	10.66	10.66	0110110215 4320	Administration/General / Office Supplies
M97R0172	SOUTHWEST SCHOOL & OFFICE SUPP	192.66	192.66	0110010015 4311	Instruction / Copier Paper-Instructional Use
M97R0173	CDW GOVERNMENT	1,610.86	1,610.86	0117540305 4400	Video Game Design-CVHS / NONCAPITALIZATION
M97R0174	CHRISTINA'S UNIFORMS CO.	722.04	722.04	01163901 4310	Dental Assistant-FB ROP / Instructional Supplies
M97R0175	HENRY SCHEIN INC.	344.38	172.19	01163901 5600	Dental Assistant-FB ROP / RENTALS,LEASES & REPAIRS
			172.19	0122516215 5600	Dental/Bus Admin/Main / RENTALS,LEASES & REPAIRS
M97R0176	AMAZON.COM	430.99	430.99	0110010015 4310	Instruction / Instructional Supplies
M97R0177	KERN HIGH SCHOOL DISTRICT /	600.00	600.00	0126101405 5220	Virtual Enterprise-SJHHS / Conferences
M97R0178	INTEGRATED OFFICE TECHNOLOGY	134.96	134.96	0110010015 4310	Instruction / Instructional Supplies
M97R0179	AMERICAN EXPRESS	24.47	24.47	0110110215 5900	Administration/General / COMMUNICATIONS
M97R0180	AMERICAN EXPRESS	181.02	181.02	0110110215 4300	Administration/General / MATERIALS & SUPPLIES
M97R0181	REID, MARK	577.50	577.50	0110010015 5810	Instruction / Professional Services
M97R0182	DIFRANCESCO, ROCCO	190.26	190.26	0117800105 4310	Fire Science-CCC / Instructional Supplies
M97R0183	AMERICAN EXPRESS	11.96	11.96	0110010015 4310	Instruction / Instructional Supplies
M97R0184	BERKMAN, CLIVE	240.58	183.20	0120300505 4300	Culinary Arts-SCHS / MATERIALS & SUPPLIES
			57.38	0120300505 4310	Culinary Arts-SCHS / Instructional Supplies
M97R0185	AMERICAN EXPRESS	98.51	98.51	0110010015 4310	Instruction / Instructional Supplies
M97R0186	BERKMAN, NICOLE	71.96	71.96	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0187	CHAMBERS, TIM	296.58	296.58	0116800305 4310	Auto Repair-CVHS / Instructional Supplies
M97R0188	AMERICAN EXPRESS	44.00	44.00	0110110215 4320	Administration/General / Office Supplies
M97R0189	CAROC	250.00	250.00	0110010015 5220	Instruction / Conferences
M97R0190	AMERICAN EXPRESS	68.92	68.92	0110110215 4300	Administration/General / MATERIALS & SUPPLIES
M97R0191	AMERICAN EXPRESS	231.73	231.73	0110110215 4300	Administration/General / MATERIALS & SUPPLIES
M97R0192	AMERICAN EXPRESS	22.28	22.28	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0193	AMERICAN EXPRESS	44.00	44.00	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0194	SAN JUAN CAPISTRANO CHAMBER OF	100.00	100.00	0110110215 5300	Administration/General / DUES & MEMBERSHIPS
M97R0195	AMERICAN EXPRESS	40.00	40.00	0110010015 4300	Instruction / MATERIALS & SUPPLIES
M97R0196	STAPLES	68.01	68.01	0110010015 4310	Instruction / Instructional Supplies
M97R0197	STAPLES	40.91	40.91	0110110215 4310	Administration/General / Instructional Supplies
M97R0198	CHAMBERS, TIM	108.66	108.66	0116800305 4310	Auto Repair-CVHS / Instructional Supplies
M97R0199	MISSION EQUIPMENT AND LIFTS IN	235.00	235.00	0116800305 5810	Auto Repair-CVHS / Professional Services

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M97R0200	PATON GROUP	2,500.00	2,500.00	0126300605 5810	Crime Scene Investigation-SHS / Professional Services
M97X0005	SHELL	500.00	500.00	0110110215 5600	Administration/General / RENTALS,LEASES & REPAIRS
M97X0006	O'REILLY AUTO PARTS	800.00	800.00	0116800505 4310	Automotive Repair-SCHS / Instructional Supplies
M97X0007	VAVRINEK TRINE DAY & CO LLP	2,500.00	2,500.00	0110810915 5810	Board-Audit Activities / Professional Services
M97X0008	CAPISTRANO UNIFIED SCHOOL DIST	3,000.00	3,000.00	0110110215 5870	Administration/General / Outside Printing
M97X0009	AMERICAN EXPRESS	2,000.00	2,000.00	0120300505 4300	Culinary Arts-SCHS / MATERIALS & SUPPLIES
M97X0010	GOLDEN STATE ENVIRONMENTAL	400.00	400.00	0116800305 5810	Auto Repair-CVHS / Professional Services
Fund 01 Total:		121,605.54	121,605.54		

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97 00014715	V9701739	CLUTTEY, TANIA	WEBSITE SEP18	OH	09/12/2018		MW	IS	250.00
97 00014716	V9701656	MERCER CONSUMER	AHV 101743007	OH	09/12/2018		MW	IS	1,855.00
97 00014717	V9700419	MOORE, ANNE	MILEAGE	OH	09/12/2018		MW	IS	91.56
97 00014718	V9701734	PEARSON EDUCATION INC.	7026416479	OH	09/12/2018		MW	IS	290.03
97 00014719	V9701253	SOUTHWEST SCHOOL & OFFICE SUPP	PINV0458859	OH	09/12/2018		MW	IS	385.31
97 00014720	V9701854	VIRTUAL ENTERPRISES INTERNATI	WEST19 001	OH	09/12/2018		MW	IS	1,600.00
97 00014721	V9701684	CSEBA	DD MES SEP18	OH	09/13/2018		MW	IS	1,536.18
97 00014722	V9701846	METLIFE SMALL MARKET	LIFE SEP18	OH	09/13/2018		MW	IS	98.00
97 00014723	V9701672	AMERICAN EXPRESS	92165 AUG18	OH	09/21/2018		MW	IS	22,035.77
97 00014724	V9701479	BECKMAR INK	38758	OH	09/21/2018		MW	IS	1,516.08
97 00014725	V9701884	Mypilotstore.com	21987760	OH	09/21/2018		MW	IS	2,633.07
97 00014726	V9701639	ULTRADENT PRODUCTS INC.	13210940	OH	09/21/2018		MW	IS	483.47
97 00014727	V9701863	BERKMAN, NICOLE	MILEAGE MAY18	OH	09/28/2018		MW	IS	40.33
97 00014728	V9701907	CAROC TREASURER STEPHANIE HOU	1005	OH	09/28/2018		MW	IS	1,000.00
97 00014729	V9700948	HENRY SCHEIN INC.	56937712	OH	09/28/2018		MW	IS	4,283.49
97 00014730	V9701622	INTEGRATED OFFICE TECHNOLOGY	469294	OH	09/28/2018		MW	IS	525.97
97 00014731	V9701738	MCKESSON MEDICAL SURGICAL	35888258	OH	09/28/2018		MW	IS	2,133.00
97 00014732	V9701500	McLOGAN SUPPLY	IN000853924	OH	09/28/2018		MW	IS	633.98
97 00014733	V9701441	O'REILLY AUTO PARTS	1754174 AUG18	OH	09/28/2018		MW	IS	15.61
97 00014734	V9701917	VILAS, SETH	MILEAGE AUG18	OH	09/28/2018		MW	IS	30.52
97 00014735	V9700162	STAPLES	9155	OH	10/04/2018		MW	IS	1,599.58
97 00014736	V9701818	COLLEGE AND CAREER ADVANTAGE	1361	OH	10/05/2018		MW	IS	381.20
97 00014737	V9701684	CSEBA	DD MES OCT18	OH	10/09/2018		MW	IS	1,430.25
97 00014738	V9701846	METLIFE SMALL MARKET	LIFE OCT18	OH	10/09/2018		MW	IS	93.50
97 00014739	V9701672	AMERICAN EXPRESS	92165 SEP18	OH	10/10/2018		MW	IS	14,949.03
97 00014740	V9700659	APPLE COMPUTER INC.	6756668544	OH	10/11/2018		MW	IS	7,255.57
97 00014741	V9701755	BARRERA, GABRIEL	00078	OH	10/11/2018		MW	IS	100.00
97 00014742	V9701907	CAROC	CAROC P 111418	OH	10/11/2018		MW	IS	200.00
97 00014743	V9701739	CLUTTEY, TANIA	WEBSITE OCT18	OH	10/11/2018		MW	IS	250.00
97 00014744	V9701750	ETGCO	INVOICE 92618	OH	10/11/2018		MW	IS	221.25
97 00014745	V9700695	CALCP/CAROC CONFERENCE	CTE REG 111518	OH	10/19/2018		MW	IS	790.00
97 00014746	V9701910	CONVERGE ONE INC.	IE9022792	OH	10/19/2018		MW	IS	43,431.62
97 00014747	V9701616	CULVER-NEWLIN/McMAHAN BUSINESS	23841	OH	10/19/2018		MW	IS	2,403.26
97 00014748	V9701909	DEPCO ENTERPRISES LLC	18000787	OH	10/19/2018		MW	IS	55,570.00
97 00014749	V9700066	HOME DEPOT CREDIT SERVICES	8973791	OH	10/19/2018		MW	IS	2,489.84

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97 00014750	V9700419	MOORE, ANNE	MILEAGE SEP18	OH	10/19/2018		MW	IS	138.98
97 00014751	V9701441	O'REILLY AUTO PARTS	1754174 SEP18	OH	10/19/2018		MW	IS	103.90
97 00014752	V9700162	STAPLES	86182	OH	10/19/2018		MW	IS	1,195.44
97 00014753	V9701458	VAVRINEK TRINE DAY & CO LLP	VT15278	OH	10/19/2018		MW	IS	2,500.00
97 00014754	V9701014	FOX, CINDY	MILEAGE SEP18	OH	10/26/2018		MW	IS	51.72
97 00014755	V9701911	LUND IORIO INC	90698	OH	10/26/2018		MW	IS	35,389.22
97 00014756	V9701734	PEARSON EDUCATION INC.	7026493786	OH	10/26/2018		MW	IS	3,521.88
97 00014757	V9701924	REV ROBOTICS LLC	20732	OH	10/26/2018		MW	IS	833.14
97 00014758	V9701919	AndyMark Inc.	225002	OH	11/02/2018		MW	IS	1,713.30
97 00014759	V9700002	CAPISTRANO UNIFIED SCHOOL DIST	68L12680	OH	11/02/2018		MW	IS	1,732.33
97 00014760	V9701217	CDW GOVERNMENT	PPM8877	OH	11/02/2018		MW	IS	1,225.56
97 00014761	V9701305	CENGAGE LEARNING	65413897	OH	11/02/2018		MW	IS	5,626.97
97 00014762	V9701892	CHEFS TOYS LLC	2629057	OH	11/02/2018		MW	IS	3,584.76
97 00014763	V9701739	CLUTTEY, TANIA	WEBSITE NOV18	OH	11/02/2018		MW	IS	250.00
97 00014764	V9701622	INTEGRATED OFFICE TECHNOLOGY	471944	OH	11/02/2018		MW	IS	182.91
97 00014765	V9701102	NORTHERN ORANGE COUNTY WORKERS	215704	OH	11/02/2018		MW	IS	7,937.00
97 00014766	V9701918	PITSCO INC.	124766 1	OH	11/02/2018		MW	IS	1,131.40
97 00014767	V9701775	AED INSTITUTE OF AMERICAN	101618M3	OH	11/09/2018		MW	IS	102.36
97 00014768	V9701672	AMERICAN EXPRESS	92165 OCT18	OH	11/09/2018		MW	IS	7,174.06
97 00014769	V9701684	CSEBA	DD MES NOV18	OH	11/09/2018		MW	IS	1,324.32
97 00014770	V9701846	METLIFE SMALL MARKET	LIFE NOV18	OH	11/09/2018		MW	IS	89.00
97 00014771	V9700419	MOORE, ANNE	MILEAGE OCT18	OH	11/09/2018		MW	IS	76.30
97 00014772	V9701857	MOUNT MIGUEL HIGH SCHOOL	SDTS18 45	OH	11/09/2018		MW	IS	700.00
97 00014773	V9701775	AED INSTITUTE OF AMERICAN	110918H4	OH	11/16/2018		MW	IS	474.10
97 00014774	V9701877	ANDRE, JAQUES	TES ANDRE18	OH	11/16/2018		MW	IS	30.00
97 00014775	V9701863	BERKMAN, NICOLE	TES BERKMAN18	OH	11/16/2018		MW	IS	35.03
97 00014776	V9700002	CAPISTRANO UNIFIED SCHOOL DIST	C68002637	OH	11/16/2018		MW	IS	2,496.10
97 00014777	V9701926	DEWEY'S	3013808	OH	11/16/2018		MW	IS	5,172.00
97 00014778	V9701014	FOX, CINDY	MILEAGE OCT18	OH	11/16/2018		MW	IS	6.21
97 00014779	V9701441	O'REILLY AUTO PARTS	1754174 OCT18	OH	11/16/2018		MW	IS	48.44
97 00014780	V9700134	Orange County Dept of Educatio	94MI1991	OH	11/16/2018		MW	IS	20,317.00
97 00014781	V9701925	SCHOOL HEALTH CORPORATION	3511483 00	OH	11/16/2018		MW	IS	1,629.45
97 00014782	V9701719	SHIRHAN, MARIE	TES SHIRHAN18	OH	11/16/2018		MW	IS	41.36
97 00014783	V9701852	THOMAS, KIMBERLEY	TES THOMAS18	OH	11/16/2018		MW	IS	21.00
97 00014784	V9701116	YBARRA, YVONNE	1009	OH	11/16/2018		MW	IS	700.00

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97 00014785	V9701818	COLLEGE AND CAREER ADVANTAGE	1380	OH	11/19/2018		MW	IS	1,169.48
97 00014786	V9700837	NATIONAL RESTAURANT ASSOCIATIO	16N5300769	OH	11/29/2018		MW	IS	444.56
97 00014787	V9700162	STAPLES	2183011891	OH	11/29/2018		MW	IS	60.08
97 00014788	V9701458	VAVRINEK TRINE DAY & CO LLP	VT17926	OH	11/29/2018		MW	IS	4,250.00
97 00014789	V9701693	A-1 AWARDS & ENGRAVING	AA 2118437	OH	12/06/2018		MW	IS	37.71
97 00014790	V9701775	AED INSTITUTE OF AMERICAN	102418H2	OH	12/06/2018		MW	IS	96.98
97 00014791	V9701739	CLUTTEY, TANIA	WEBSITE DEC18	OH	12/06/2018		MW	IS	250.00
97 00014792	V9701684	CSEBA	DD MES DEC18	OH	12/06/2018		MW	IS	1,430.25
97 00014793	V9701929	DENTIST'S CHOICE INC.,THE	97513	OH	12/06/2018		MW	IS	309.95
97 00014794	V9700109	Gutierrez, Alfonso	MILEAGE	OH	12/06/2018		MW	IS	47.03
97 00014795	V9700948	HENRY SCHEIN INC.	58578412	OH	12/06/2018		MW	IS	344.38
97 00014796	V9701846	METLIFE SMALL MARKET	LIFE DEC18	OH	12/06/2018		MW	IS	158.50
97 00014797	V9700419	MOORE, ANNE	MILEAGE NOV18	OH	12/06/2018		MW	IS	24.53
97 00014798	V9701672	AMERICAN EXPRESS	92165 NOV18	OH	12/07/2018		MW	IS	1,609.26
97 00014799	V9701825	CHRISTINA'S UNIFORMS CO.	51136	OH	12/17/2018		MW	IS	722.04
97 00014800	V9701622	INTEGRATED OFFICE TECHNOLOGY	478847	OH	12/17/2018		MW	IS	134.96
97 00014801	V9701878	KERN HIGH SCHOOL DISTRICT /	CATS1911	OH	12/17/2018		MW	IS	600.00
97 00014802	V9701916	ZSPACE INC.	IN5821	OH	12/17/2018		MW	IS	9,765.00
97 00014803	V9701014	FOX, CINDY	MILEAGE NOV18	OH	12/19/2018		MW	IS	63.71
97 00014804	V9700471	REID, MARK	CTE181204	OH	12/19/2018		MW	IS	577.50
97 00014805	V9701253	SOUTHWEST SCHOOL & OFFICE SUPP	PINV0510261	OH	12/19/2018		MW	IS	192.66
97 00014806	V9700162	STAPLES	46188	OH	12/19/2018		MW	IS	122.64
97 00014807	V9701907	CAROC	CAROC 012419	OH	01/03/2019		MW	IS	250.00
97 00014808	V9701739	CLUTTEY, TANIA	WEBSITE JAN19	OH	01/09/2019		MW	IS	250.00
97 00014809	V9701818	COLLEGE AND CAREER ADVANTAGE	1384	OH	01/09/2019		MW	IS	1,458.30
97 00014810	V9701931	MISSION EQUIPMENT AND LIFTS IN	494804	OH	01/09/2019		MW	IS	235.00
97 00014811	V9700102	San Juan Capistrano Chamber of	2406	OH	01/09/2019		MW	IS	100.00

Issued: 304,862.23
97 Bank Total: 304,862.23

Grand Total: 304,862.23

PERSONNEL ASSIGNMENT ORDER

Certificated

Tim Chambers Ratify/approve full-time employment as Automotive Instructor effective November 15, 2018. Step 12.

Mr. Chambers has over 27 years of experience in the off-highway equipment industry and has managed multiple dealership service departments. Mr. Chambers has served on numerous Automotive Industry Advisory Panels, judged UCI engineering students on senior projects and served on the Perkins Grant Advisory Board. Mr. Chambers has ten years of teaching automotive technology at the high school level and holds a clear designated subjects teaching credential in transportation.

Colleen Grant Ratify/approve part-time employment as Physical Therapy Aide Instructor effective October 2, 2018. Step 3.

Ms. Grant has over 10 years of experience as a physical therapist in a variety of clinical settings. Ms. Grant attended Bradley University and earned an undergraduate degree in health science and a Master's degree in physical therapy. Ms. Grant earned her Doctorate in physical therapy from the University of Texas Medical Branch.

Eric Johnson Ratify/approve part-time employment as Emergency Medical Technician instructor effective December 11, 2018. Step 9.

Mr. Johnson has over 10 years of experience in the field of emergency medical services. Mr. Johnson has spent the majority of his career working directly with new hire EMT's as a field training officer, and has collaborated and taught for the Orange County Emergency Medical Services Agency as both a skills educator and EMS instructor.

Heather Lewis Ratify/approve resignation of Medical Hospital Careers instructor effective January 25, 2019.

Pam Majd Accept resignation as Introduction to Emergency Medicine instructor effective January 25, 2019.

Nick Perkins Ratify/approve termination of Automotive instructor effective October 31, 2018.

Randy Pritchard

Accept resignation as EMT instructor effective November 30, 2018.

CONSENT CALENDAR

COLLEGE AND CAREER ADVANTAGE

Memorandum

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: MEMORANDUMS OF UNDERSTANDING WITH CUSD –
Art of Animation (Kent Baker); Biotechnology (Kelli Murphy);
Biotechnology/Forensic Science (Kristine Clarke and Debra Miyamoto);
Business Management/Accounting (Craig Cunningham); Careers in
Teaching (Colleen Harnett); Forensic Science (Dwynn Famalette);
Healthcare (Jeri Garcia and Tammie Wingen); Hospitality (Alissa
Hernandez); Video Production (Jonathan Bisch); Virtual Enterprise
(Jeremy Wooten)

CURRENT SITUATION

College and Career Advantage would like to continue supporting the following courses: Art of Animation at CVHS; Biotechnology at ANHS; Biotechnology/Forensic Science at DHHS and SJHHS; Business Management/Accounting at THS; Forensic Science at ANHS; Healthcare at DHHS; Hospitality at DHHS; and Virtual Enterprise at SJHHS for the 2018-19 school year. The CCA would also like to add Careers in Teaching at THS and Video Production at SCHS for the 2018-19 school year. Memorandums of Understanding (MOUs) are included for the Board's review.

FISCAL IMPLICATIONS

The estimated impact on the CCA budget will be approximately \$395,000 in personnel costs. The District will invoice CCA for this expense at the end of the 2018-19 school year.

RECOMMENDATION

It is respectfully requested that the Governing Board ratify the presented MOUs for the 2018-19 school year.

CONSENT CALENDAR

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Kent Baker, Animation teacher at Capo Valley High School as one of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of animation.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT


ROP agrees to reimburse the District for Mr. Baker's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$20,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.


APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/20/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Kent Baker, Animation

10/3/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Kelli Murphy, Biotechnology teacher at Aliso Niguel High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of biotechnology.

II. PERIOD OF PERFORMANCE


The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT


ROP agrees to reimburse the District for Ms. Murphy's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$20,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

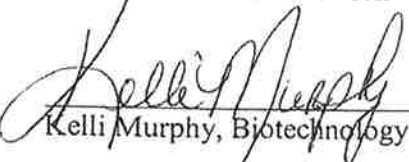
APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/25/18
Date


Pati Romo, Executive Director,
Career/Technical Education

9/25/18
Date


Kelli Murphy, Biotechnology

10/12/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Kristine Clarke, Biotechnology/Forensics teacher at Dana Hills High School as four of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of biotechnology/forensics.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT


ROP agrees to reimburse the District for Ms. Clarke's 80% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$80,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

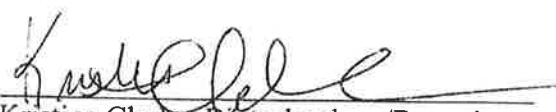
APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Kristine Clarke, Biotechnology/Forensics

10/5/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Debra Miyamoto, Biotechnology/Forensics teacher at San Juan Hills High School as two of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of biotechnology/forensics.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

ROP agrees to reimburse the District for Ms. Miyamoto's 40% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$40,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

APPROVED:



Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18

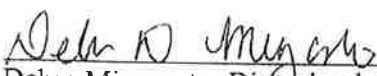
Date



Pati Romo, Executive Director,
Career Technical Education

9/25/18

Date



Debra Miyamoto, Biotechnology/Forensics

10/12/18

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

000/PERSONNEL/18CCT082945

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Craig Cunningham, Business Management/Accounting teacher at Tesoro High School as two of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of business management/accounting.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

ROP agrees to reimburse the District for Mr. Cunningham's 40% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$45,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

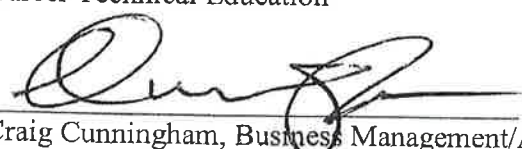
APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Craig Cunningham, Business Management/Accounting

10-3-18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Colleen Harnett, Careers in Teaching teacher at Tesoro High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of careers in teaching.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

ROP agrees to reimburse the District for Ms. Harnett's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$20,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

APPROVED:




Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date



Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date



Colleen Harnett, Careers in Teaching

10/2/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Dwyann Famalette, Forensic Science teacher at Aliso Niguel High School as two of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of forensic science.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT


ROP agrees to reimburse the District for Ms. Famalette's 40% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$40,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Dwyann Famalette, Forensic Science

10/19/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Jeri Garcia, Healthcare teacher at Dana Hills High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of healthcare.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT


ROP agrees to reimburse the District for Ms. Garcia's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$25,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Jeri Garcia, Healthcare

10/1/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Tamara Wingen, Healthcare teacher at Dana Hills High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of healthcare.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

ROP agrees to reimburse the District for Ms. Wingen's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$25,000).

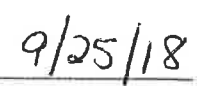
ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

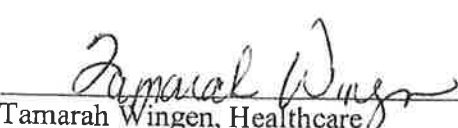
APPROVED:

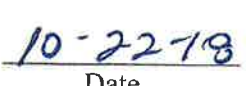

Rich Montgomery, Executive Director,
Human Resource Services/Compliance


Date


Pati Romo, Executive Director,
Career Technical Education


Date


Tamarah Wingen, Healthcare


Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Alissa Hernandez, Hospitality teacher at Dana Hills High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of hospitality.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

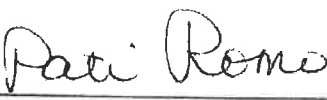
ROP agrees to reimburse the District for Ms. Hernandez's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$20,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Alissa Hernandez, Hospitality

10/20/19
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Jonathan Bisch, Video Production teacher at San Clemente High School as two of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of video production.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT


ROP agrees to reimburse the District for Mr. Bisch's 40% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$40,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/24/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Jonathan Bisch, Video Production

10/22/18
Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Jeremy Wooten, Virtual Enterprise teacher at San Juan Hills High School as one of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of virtual enterprise.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

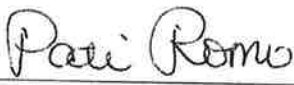
ROP agrees to reimburse the District for Mr. Wooten's 20% contract and statutory payroll benefits, including health and welfare, relative to the number of students enrolled in and consistently attending class. In the event the enrollment (and subsequent hours) does not reach the projected average needed to generate the amount of ADA to cover the costs, the reimbursement amount to the district will be prorated to equal the actual ADA received by the ROP. The District will invoice the ROP for this expense at the end of the 2018-2019 school year. (Estimated cost: \$20,000).

ROP agrees to reimburse the District for the prorated portion of any substitute teaching cost and statutory benefits expenses associated with the MOU teacher.

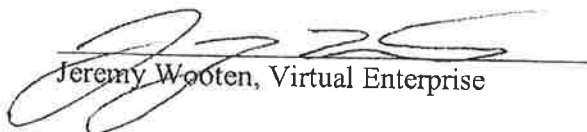
APPROVED:


Rich Montgomery, Executive Director,
Human Resource Services/Compliance

9/21/18
Date


Pati Romo, Executive Director,
Career Technical Education

9/25/18
Date


Jeremy Wooten, Virtual Enterprise

10/4/18
Date

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: MEMORANDUMS OF UNDERSTANDING WITH LBUSD –
Dance Company, Dance Performance 1, 2 and 3 (Estee Carrizosa) and
3D Media Design, Multimedia Design and Multimedia Production (Scott
Wittkop)

CURRENT SITUATION

College and Career Advantage would like to continue supporting the following courses: Dance Company and Dance Performance 1, 2 and 3; 3D Media Design, Multimedia Design and Multimedia Production.

FISCAL IMPLICATIONS

The estimated impact on the CCA budget will be approximately \$142,000 in personnel costs. The District will invoice the CCA for this expense at the end of the 2018-19 school year.

RECOMMENDATION

It is respectfully requested that the Governing Board ratify the LBUSD MOUs for the 2018-19 school year.

CONSENT CALENDAR

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: SECTION 125 AGREEMENT

BACKGROUND INFORMATION

College and Career Advantage began offering Section 125 benefits to employees in September 2003. American Fidelity also provides other insurance benefits/products for those employees who wish to participate.

CURRENT SITUATION

Adoption of this annual agreement covers the period January 1, 2019, through December 31, 2019.

FISCAL IMPLICATIONS

There is no cost to the organization for offering American Fidelity benefits.

RECOMMENDATION

It is respectfully recommended that the Governing Board review and ratify/approve the Section 125 Flexible Benefit Plan.

CONSENT CALENDAR

**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:	College and Career Advantage
Address:	33122 Valle Road San Juan Capistrano, CA 92675
Employer Identification Number:	95-2661408
Nature of Business:	Public School
Name of Plan:	College and Career Advantage Flexible Benefit Plan All Employees
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	September 1, 2003
If Amendment to existing plan, effective date of amendment:	January 1, 2019

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.
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Retiree Wording:	N/A
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Minimum Hours:	All employees with 20 hours for Classified, 15 hours for Certificated, and 40 hours for Management 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 17 years.
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D. PLAN YEAR

The current plan year will begin on January 1, 2019 and end on December 31, 2019. 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**

Kaiser Permanente

Blue Cross

Blue Shield

United Healthcare

Health Net

Sharp Health Plan

Eligibility Requirements for Participation, if different than Item C.

American Fidelity Assurance Company: No hourly requirement to be to eligible

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)

N/A

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-10 and 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

**Medical Eye Services
Vision**

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)

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.

MetLife

**American Fidelity Assurance Company
5 Year Term**

Transamerica

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.

15 hours or more for eligibility

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 - \$2600.00 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.

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 12/17/2018 | 10:59 AM PST.

College and Career Advantage - 501
(Name of Employer)

DocuSigned by:
Kathy Struikema
By: E667D2DD0034B1

Title: Human Resources Specialist

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD – 07/17 Document ID # 119284MCP #76083 Effective Date:01/01/2019 11/6/18 12:20 PM

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) <u>Tax Dependent:</u> 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.
- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY**: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing 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 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. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
 - (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (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 (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- 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.

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.

PD – 05/16

11/6/2018 12:20 PM



COLLEGE AND CAREER ADVANTAGE

November 29, 2018

Marie Shirran, Instructional Program Director
College & Career Advantage
33122 Valle Rd.
San Juan Capistrano, CA. 92675

Re: Fire Science Equipment Donations

Dear Ms. Shirran,

I am writing to inform you that our Fire Science program has received several fire equipment donations from both the Orange County Fire Authority (OCFA) and the Orange County Sheriff's Department (OCSD). These donations were made in a desire to assist our Fire Science program in building future model citizens and public safety personnel. The importance of these good-will efforts by public safety agencies cannot be overstated as the donations will provide students with much needed training equipment.

The OCFA has donated over 25 pieces of firefighting equipment including pike poles, forcible entry tools, and hose appliances. The OCSD has donated 16 sets of personal protective equipment (PPE) aka "turnouts" and 10 pairs of firefighting boots. This gear was used in the Harbor Division where OCSD patrol boats are responsible for boat fires and is in excellent condition. This PPE should last 10-15 years for our program. I estimate the donations have saved our budget \$35K if we were to purchase like-kind equipment new.

At a time when many public safety agencies are re-selling their used equipment on public auction sites to recoup funds, it pleases me greatly to find organizations that chose to invest in our program.

Best Regards,

Rocco DiFrancesco
Fire Science Instructor
Fire Captain/ Paramedic (ret.) OCFA

33122 Valle Road ♦ San Juan Capistrano ♦ CA 92675

CONSENT CALENDAR (949) 234-9464 ♦ www.ccadvantage.org

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: 2017-18 ANNUAL AUDIT – UNDER SEPARATE COVER

BACKGROUND INFORMATION

Each year College and Career Advantage participates in an independent audit of general purpose financial statements. It is the responsibility of the audit firm to express an opinion on those statements and the results of the CCA's general operations.

CURRENT SITUATION

Vavrinek, Trine, Day & Co., LLP conducted the College and Career Advantage audit on June 13th for the preliminary audit and October 9th for the final audit for fiscal year ending June 30, 2018.

Jonathan Clement and Miguel Beltran from the audit firm will be present at the Board meeting to review the audit report and address any questions from the Board.

RECOMMENDATION

It is requested that the Board, by formal action, acknowledge receipt of the audit report for the year ending June 30, 2018.

ACTION/VOTE

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: MEMORANDUMS OF UNDERSTANDING WITH CUSD –
Environmental Field Studies at Tesoro High School (Bill Busenkell),
Forensic Science (Kristine Clarke) at Dana Hills High School, Business
Management/Entrepreneurship (Craig Cunningham) at Tesoro High
School, Chemistry and Environmental Engineering (Steve Danner) at
Tesoro High School, Forensic Science (Dwynn Famalette) at Aliso Niguel
High School, Engineering and Manufacturing Technology and Building
and Industrial Trades Academy (Collin MacDonald) at San Juan Hills High
School, Forensic Science (Debra Miyamoto) at San Juan Hills High
School, Biotechnology (Kelli Murphy) at Aliso Niguel High School

CURRENT SITUATION

College and Career Advantage would like to continue supporting the above mentioned courses. Capistrano Unified School District has agreed to fund teacher salaries for a portion of the sections taught as indicated in the following MOUs.

FISCAL IMPLICATIONS

The estimated savings on the CCA budget will be approximately \$280,000 in personnel costs.

RECOMMENDATION

It is respectfully requested that the Governing Board ratify the presented MOUs for the 2018-19 school year.

DISCUSSION

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Bill Busenkell, Environmental Field Studies teacher at Tesoro High School as one of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of Environmental Field Studies.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Mr. Busenkell's contract and statutory payroll benefits, including health and welfare, for one section of College and Career Advantage CTE Environmental Field Studies class taught by Mr. Busenkell for the term of the 2018-2019 school year.

APPROVED:

Rich Montgomery, Assistant Superintendent,
Human Resource Services

Pati Romo

Pati Romo, Executive Director,
College and Career Advantage

Date

12/13/18

Date

Bill Busenkell, Environmental Field Studies
Teacher

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Kristine Clarke, Biotechnology/Forensics teacher at Dana Hills High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of Forensic Science.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Ms. Clarke's contract and statutory payroll benefits, including health and welfare, for one section of College and Career Advantage CTE Forensic Science class taught by Ms. Clarke for the term of the 2018-2019 school year.

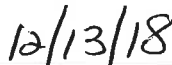
APPROVED:

Rich Montgomery, Assistant Superintendent
Human Resource Services

Date



Pati Romo, Executive Director,
College and Career Advantage



Date

Kristine Clarke, Biotechnology/Forensics
Teacher

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Craig Cunningham, Business Management/Accounting teacher at Tesoro High School as one of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of Business Management/Entrepreneurship.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Mr. Cunningham's contract and statutory payroll benefits, including health and welfare, for one section of College and Career Advantage CTE Business Management/Entrepreneurship class taught by Mr. Cunningham for the term of the 2018-2019 school year

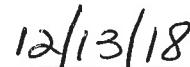
APPROVED:

Rich Montgomery, Assistant Superintendent
Human Resource Services



Pati Romo, Executive Director,
College and Career Advantage

Date



Date

Craig Cunningham, Business
Management/Accounting Teacher

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Steve Danner, Chemistry of Water teacher at Tesoro High School as one of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of Chemistry and Environmental Engineering.

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.


III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Mr. Danner's contract and statutory payroll benefits, including health and welfare, for one section of College and Career Advantage CTE Chemistry and Environmental Engineering class taught by Mr. Danner for the term of the 2018-2019 school year

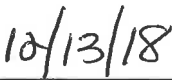
APPROVED:

Rich Montgomery, Assistant Superintendent,
Human Resource Services

Date



Pati Romo, Executive Director,
College and Career Advantage



Date

Steve Danner, Chemistry of Water Teacher

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Dwyann Famalette, Biotechnology/Forensics teacher at Aliso Niguel High School as four of the six sections of her teaching assignment. This teacher agrees to provide instruction in the area of Forensic Science.

II. PERIOD OF PERFORMANCE


The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Ms. Famalette's contract and statutory payroll benefits, including health and welfare, for four sections of College and Career Advantage CTE Forensic Science classes taught by Ms. Famalette for the term of the 2018-2019 school year.

APPROVED:

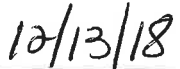
Rich Montgomery, Assistant Superintendent,
Human Resource Services



Pati Romo, Executive Director,
College and Career Advantage

Dwyann Famalette, Forensic Science Teacher

Date



Date

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Collin MacDonald, Engineering/BITA teacher at San Juan Hills High School as three of the five sections of his teaching assignment. This teacher agrees to provide instruction in the area of Engineering and Manufacturing Technology and Building and Industrial Trades Academy (BITA).

II. PERIOD OF PERFORMANCE

The term of this agreement shall be for the duration of the 2018-2019 school year.


III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Mr. MacDonald's contract and statutory payroll benefits, including health and welfare, for one section of College and Career Advantage CTE Engineering and Manufacturing Technology and two sections of College and Career Advantage CTE BITA classes taught by Mr. MacDonald for the term of the 2018-2019 school year

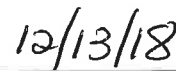
APPROVED:

Rich Montgomery, Assistant Superintendent
Human Resource Services

Date



Pati Romo, Executive Director,
College and Career Advantage



Date

Collin MacDonald, Engineering/BITA Teacher

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Debra Miyamoto, Biotechnology/Forensic Science teacher at San Juan Hills High School as two of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of Forensic Science.

II. PERIOD OF PERFORMANCE


The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Ms. Miyamoto's contract and statutory payroll benefits, including health and welfare, for two sections of College and Career Advantage CTE Forensic Science classes taught by Ms. Miyamoto for the term of the 2018-2019 school year.

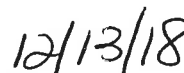
APPROVED:

Rich Montgomery, Assistant Superintendent,
Human Resource Services



Pati Romo, Executive Director,
College and Career Advantage

Date



Date

Debra Miyamoto, Biotechnology/Forensics
Teacher

Date

Memorandum of Understanding
Between
Capistrano Unified School District and
College and Career Advantage (ROP)

I. STATEMENT OF WORK

All services provided under this agreement shall be performed by Kelli Murphy, Biotechnology teacher at Aliso Niguel High School as one of the five sections of her teaching assignment. This teacher agrees to provide instruction in the area of Biotechnology.

II. PERIOD OF PERFORMANCE

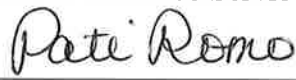
The term of this agreement shall be for the duration of the 2018-2019 school year.

III. COSTS AND PAYMENT

Capistrano Unified School District agrees to pay the salary for Ms. Murphy's contract and statutory payroll benefits, including health and welfare, for one section of College and Career Advantage CTE Biotechnology class taught by Ms. Murphy for the term of the 2018-2019 school year.

APPROVED:

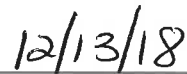
Rich Montgomery, Assistant Superintendent,
Human Resource Services



Pati Romo, Executive Director,
College and Career Advantage

Kelli Murphy, Biotechnology Teacher

Date



Date

Date

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT
PROGRAM MEMORANDUM OF UNDERSTANDING

BACKGROUND INFORMATION

The CTE Incentive Grant was established as a state education, economic and workforce development initiative with the goal of providing pupils in K-12 with the knowledge and skills necessary to transition to employment and postsecondary education.

CURRENT SITUATION

This MOU will set forth the terms of the agreement between Capistrano Unified School District and College and Career Advantage with regards to participation in the CTE Incentive Grant Program.

RECOMMENDATION

It is respectfully requested that the Governing Board review and approve the CTE Incentive Grant MOU between Capistrano Unified School District and College and Career Advantage.

ACTION/VOTE

**California Career Technical Education Incentive Grant Program
Memorandum of Understanding (MOU) Between Capistrano Unified School
District and College and Career Advantage**

This memorandum of understanding sets forth the terms of agreement between the Capistrano Unified School District (hereafter CUSD) and College and Career Advantage (hereafter CCA), with regards to participation in the California Career Technical Education Incentive Grant Program.

I. Background

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten and grades 1 to 12, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs during implementation of the District's Local Control Funding Formula.

II. Purpose of the Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the Career Technical Education Incentive Grant Program.

III. Duration of the Agreement

The term of this agreement shall be from June 1, 2018 through and including June 30, 2020 unless modified or terminated in writing. Termination can be exercised by either party 30 days following written notice.

IV. Responsibilities

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

CUSD shall:

Provide a proportional dollar-for-dollar match for any funding received from the California Career Technical Education Incentive Grant Program, as follows:

- A. For the term beginning June 1, 2018, two dollars (\$2) for every one dollar (\$1) received from this program. For the 2018-20 application, matching funds may be based on local match expenditures starting June 1, 2018, to June 30, 2020.

The Executive Director of Career Technical Education for Capistrano Unified School District will prepare and submit all required documentation related to this grant.

CCA shall:

Meet all of the eligibility standards, as follows:

- A. Offer high quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education programs that lead to a career pathway or attain employment upon graduation.
- B. Provide pupils with quality career exploration and guidance.
- C. Provide pupils support services, including counseling and leadership development.
- D. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, documented through formal written agreements.
- E. Form ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- F. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- G. Reflect regional or local labor market-demands and focus on current and emerging high-skill, high-wage, or high-demand occupations.
- H. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- I. Provide skilled teachers with appropriated credentials, as well as skilled administrators and support staff who provide professional development opportunities.
- J. Report data as a program participation requirement to allow for evaluation of the program. Data elements shall include, but not be limited to, metrics aligned with the core metrics required by the federal Workforce Innovation and Opportunity Act and the quality indicators described in the California State Plan for Career Technical Education required by the federal Carl D. Perkins Career and Technical Improvement Act of 2006, and the following metrics:
 - i. The number of pupils completing high school.
 - ii. The number of pupils completing career technical education coursework.
 - iii. The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment.
 - iv. The number of former pupils employed and the types of businesses in which they are employed.
 - v. The number of former pupils enrolled in a postsecondary educational institution, a state apprenticeship program or another form of job training.

V. Additional Provisions

1. As the administrative agency for the JPA, Capistrano Unified School District will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific CTEIG funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v. Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071. In accordance with the CTEIG program, EC Section 53070, (b) of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of these entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.
3. This agreement is entered into by the duly authorized officials of each respective party.
4. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
5. Nothing in this agreement is intended to negate or otherwise render ineffective any previous agreements.
6. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
7. This MOU constitutes the entire agreement hereto with respect to the subject matter.

8. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
9. This MOU may be amended by the mutual written consent of the parties.

Approved By:

Capistrano Unified School District

Signature: _____

Name/Title:

Date:

College and Career Advantage

Signature: _____

Name/Title:

Date:

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: K12 STRONG WORKFORCE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING

BACKGROUND INFORMATION

The K12 Strong Workforce Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten and grades 1 to 12, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs during implementation of the district's Local Control Funding Formula.

CURRENT SITUATION

This MOU will set forth the terms of the agreement between Capistrano Unified School District, Laguna Beach Unified School District and College and Career Advantage with regards to participation in the K12 Strong Workforce Grant Program.

RECOMMENDATION

It is respectfully requested that the Governing Board review and approve the K12 Strong Workforce Grant Program MOU between Capistrano Unified School District, Laguna Beach Unified School District and College and Career Advantage.

ACTION/VOTE

K12 Strong Workforce Grant Program
Memorandum of Understanding (MOU) Between Capistrano Unified School District (CUSD), Laguna Beach Unified School District (LBUSD) and College and Career Advantage (CCA)

This memorandum of understanding sets forth the terms of agreement between the Capistrano Unified School District (hereafter CUSD), Laguna Beach Unified School District (hereafter LBUSD) and College and Career Advantage (hereafter CCA), with regards to participation in the K12 Strong Workforce Grant Program.

I. Background

The K12 Strong Workforce Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten and grades 1 to 12, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs during implementation of the District's Local Control Funding Formula.

II. Purpose of the Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the K12 Strong Workforce Grant Program.

III. Duration of the Agreement

The term of this agreement shall be from June 1, 2018 through and including June 30, 2020 unless modified or terminated in writing. Termination can be exercised by either party 30 days following written notice.

IV. Responsibilities

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

CUSD shall:

Provide a proportional dollar-for-dollar match for any funding received from the K12 Strong Workforce Grant Program, as follows:

- A. For the term beginning June 1, 2018, two dollars (\$2) for every one dollar (\$1) received from this program. For the 2018-20 application, matching funds may be based on local match expenditures starting June 1, 2018, to June 30, 2020.

The Executive Director of Career Technical Education for Capistrano Unified School District will prepare and submit all required documentation related to this grant.

LBUSD shall:

Provide a proportional dollar-for-dollar match for any funding received from the K12 Strong Workforce Grant Program, as follows:

- A. For the term beginning June 1, 2018, two dollars (\$2) for every one dollar (\$1) received from this program. For the 2018-20 application, matching funds may be based on local match expenditures starting June 1, 2018, to June 30, 2020.

The Executive Director of Career Technical Education for Capistrano Unified School District will prepare and submit all required documentation related to this grant.

CCA shall:

Meet all of the eligibility standards, as follows:

- A. Offer high quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education programs that lead to a career pathway or attain employment upon graduation.
- B. Provide pupils with quality career exploration and guidance.
- C. Provide pupils support services, including counseling and leadership development.
- D. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, documented through formal written agreements.
- E. Form ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- F. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- G. Reflect regional or local labor market-demands and focus on current and emerging high-skill, high-wage, or high-demand occupations.
- H. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- I. Provide skilled teachers with appropriated credentials, as well as skilled administrators and support staff who provide professional development opportunities.
- J. Report data as a program participation requirement to allow for evaluation of the program. Data elements shall include, but not be limited to, metrics aligned with the core metrics required by the federal Workforce Innovation and Opportunity Act and the quality indicators described in the California State Plan for Career Technical Education required by the federal Carl D. Perkins Career and Technical Improvement Act of 2006, and the following metrics:
 - i. The number of pupils completing high school.

- ii. The number of pupils completing career technical education coursework.
- iii. The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment.
- iv. The number of former pupils employed and the types of businesses in which they are employed.
- v. The number of former pupils enrolled in a postsecondary educational institution, a state apprenticeship program or another form of job training.

V. Additional Provisions

1. As the administrative agency for the JPA, Capistrano Unified School District and Laguna Beach Unified School District will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific K12 Strong Workforce funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v. Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the K12 Strong Workforce funding, as outlined in EC Section 53071. In accordance with the K12 Strong Workforce program, EC Section 53070, (b) of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of these entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.
3. This agreement is entered into by the duly authorized officials of each respective party.

4. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
5. Nothing in this agreement is intended to negate or otherwise render ineffective any previous agreements.
6. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
7. This MOU constitutes the entire agreement hereto with respect to the subject matter.
8. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
9. This MOU may be amended by the mutual written consent of the parties.

Approved By:

Capistrano Unified School District

Signature: _____

Name/Title:

Date:

Laguna Beach Unified School District

Signature: _____

Name/Title:

Date:

College and Career Advantage

Signature: _____

Name/Title:

Date:

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: RESOLUTION #06-18/19, REDUCTION OF CLASSIFIED
MANAGEMENT AND NON-MANAGEMENT PERSONNEL

BACKGROUND INFORMATION

This Resolution is a precautionary measure in the event personnel reductions are necessary.

CURRENT SITUATION

This agenda item proposes that the Governing Board consider the reduction of selected services and the possibility of a salary or work year reduction. This item seeks authorization for the Executive Director or the Executive Director's designee to provide notice to affected personnel listed in Exhibit 1. The possible salary or work year reduction is intended for the 2019-20 fiscal year.

FISCAL IMPLICATIONS

The budget will be reduced based on the magnitude of salary or work year reductions implemented for 2019-20.

RECOMMENDATION

It is respectfully recommended that the Governing Board review and consider adoption of Resolution #06-18/19, Reduction of Services for Classified Management and Non-Management Personnel.

ACTION/ROLL CALL

COLLEGE AND CAREER ADVANTAGE

RESOLUTION #06-18/19

REDUCTION OF CLASSIFIED MANAGEMENT AND NON-MANAGEMENT PERSONNEL

WHEREAS, California law advises the Governing Board to give notice on or before May 15th to any classified employee that he/she may have their position reduced or adjusted for the following school year; and

WHEREAS, the positions listed on Exhibit 1 attached hereto are classified employees who have been employed for the 2018-19 fiscal year; and

WHEREAS, the Governing Board has determined that such employees should be notified that their positions may be reduced or adjusted for the 2019-20 school year.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of College and Career Advantage hereby authorizes and directs the Executive Director or the Executive Director's designee to notify the personnel named on Exhibit 1 attached hereto that they may have their salary or work year reduced for the 2019-20 school year. The Executive Director or the Executive Director's designee is further authorized to take any other actions necessary to affect the intent of this Resolution.

I, Patricia Romo, Secretary of the Governing Board of College and Career Advantage of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Governing Board at a meeting thereof held on the 17th day of January, 2019.

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hand this 17th day of January 2019.

AYES () ABSENT ()

NOES () ABSTAIN ()

Secretary

Possible Reduced Salary or Work Year of Classified Management and Classified Non-Management Personnel for College and Career Advantage.

Job Title

Accountant (1)

Executive Assistant/Human Resources Specialist (1)

Program Support Specialist (1)

Purchasing/AP Technician (1)

Student Support Services Manager (1)

Warehouse/Delivery Driver (1)

COLLEGE AND CAREER ADVANTAGE

M e m o r a n d u m

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: RESOLUTION #07-18/19, REDUCTION OF CERTIFICATED
MANAGEMENT PERSONNEL

BACKGROUND INFORMATION

This Resolution is a precautionary measure in the event personnel reductions are necessary.

CURRENT SITUATION

This agenda item proposes that the Governing Board consider the reduction of selected services and the possibility of a salary or work year reduction. This item seeks authorization for the Executive Director or the Executive Director's designee to provide notice to affected personnel listed in Exhibit 2. The possible salary or work year reduction is intended for the 2019-20 school year.

FISCAL IMPLICATIONS

The budget will be reduced based on the magnitude of salary or work year reductions implemented for 2019-20 school year.

RECOMMENDATION

It is respectfully recommended that the Governing Board review and consider adoption of Resolution #07-18/19, Reduction of Services for Certificated Management Personnel.

ACTION/ROLL CALL

COLLEGE AND CAREER ADVANTAGE

RESOLUTION #07-18/19

REDUCTION OF CERTIFICATED MANAGEMENT PERSONNEL

WHEREAS, Education Code Section 44951 authorizes this Governing Board to give notice on or before March 15th to any administrative employee holding a position requiring an administrative or supervisory credential that he/she may have their position reduced or adjusted for the following school year; and

WHEREAS, the positions listed on Exhibit 2 attached hereto are administrative or supervisory certificated employees who have been employed for the 2018-19 fiscal year; and

WHEREAS, the Governing Board has determined that such employees should be notified that their administrative position may be reduced or adjusted for the 2019-20 school year.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the College and Career Advantage hereby authorizes and directs the Executive Director or the Executive Director's designee to notify the personnel named on Exhibit 2 attached hereto that they may have their administrative salary or work year reduced for the 2019-20 school year. The Executive Director or the Executive Director's designee is further authorized to take any other actions necessary to affect the intent of this Resolution.

I, Patricia Romo, Secretary of the Governing Board of College and Career Advantage of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Governing Board at a meeting thereof held on the 17th day of January, 2019.

IN WITNESS OF THE ABOVE STATED ACTION, I have hereunto set my hand this 17th day of January 2019.

AYES () ABSENT ()

NOES () ABSTAIN ()

Secretary

EXHIBIT 2

Possible Reduced Salary or Work Year of Certificated Management Personnel for College and Career Advantage.

Job Title

Director, Instructional Services (1)

Instructional Program Coordinator (1)

COLLEGE AND CAREER ADVANTAGE

Memorandum

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: January 10, 2019

SUBJECT: FULL TIME EQUIVALENCE REQUIREMENTS FOR CCA
INSTRUCTORS

BACKGROUND INFORMATION

Board Policy 4154 states that certificated instructors who are employed 30 hours per week per semester during the regular school year will be eligible to participate as a full time equivalent in the group health insurance with a co-payment schedule determined by the Governing Board. To reach the 30 hour threshold, an instructor is required to teach six sections.

CURRENT SITUATION

The majority of school districts consider teaching five sections, 25 hours per week per semester, during the regular school year as full time. For College and Career Advantage to be competitive in recruiting instructors, CCA instructors should also be given the same privilege of being considered full time equivalents if they teach five sections.

FISCAL IMPACT

The fiscal impact is unknown at this time.

RECOMMENDATION

It is respectfully requested that the Governing Board discuss and consider revising Board Policy 4154 to state that certificated instructors who are employed 25 hours per week per semester during the regular school year be eligible to participate in the group health insurance benefits as full time equivalents.

DISCUSSION