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January 1, 2020

## **Memorandum**

**To:** RESIG Member District Superintendents and CBO's  
**From:** Rosemary R. Burcina, Executive Director  
**Subject:** Joint Powers Agreement, Bylaws and Program Document Updates

On December 5, 2019, RESIG's Board of Directors voted unanimously to update the Joint Powers Agreement and Bylaws and to add separate documents for each program (i.e. Workers' Compensation, Property & Liability, Employee Benefits). The last update to RESIG's governing documents was in 2009. Copies of the updated documents are enclosed.

To put the improved Agreement, Bylaws and Program Documents into operation, we need formal concurrence from your District's governing board. For this purpose, we have enclosed a sample Board Resolution suitable for inclusion in your agenda as a consent item. The sample resolution is also provided on RESIG's website for your convenience ([www.resig.org](http://www.resig.org)). We would appreciate it if you would please agendize this matter for your governing board as soon as conveniently possible and return the signed Board Resolution and Joint Powers Agreement (page 8) to RESIG no later than March 2, 2020.

Although there were no questions presented during the review and comment period of the updated documents last summer, I will be happy to answer any questions that you or your board may have at this time. If you would like RESIG to attend your governing board meeting when this is on the agenda, please let me know immediately so that schedules can be arranged. Documentation of the changes made to the Joint Powers Agreement and Bylaws are located on RESIG's website, [www.resig.org](http://www.resig.org).

Please let me know if you have any questions regarding the updated Joint Powers Agreement, Bylaws or Program Documents. We look forward to receiving the approved Board Resolution and the signed Joint Powers Agreement back from you by the March 2, 2020 deadline.

Wishing you a happy and healthy New Year!

Enclosures

**REDWOOD EMPIRE SCHOOLS'**  
**INSURANCE GROUP**

**JOINT POWERS AGREEMENT**

*Amendments to take effect upon members' concurrence,  
to be effective July 1, 2020*

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**JOINT POWERS AGREEMENT  
AMONG PUBLIC AGENCIES**

This Agreement is executed by and among those public agencies signatory to this Agreement;

WHEREAS, this Agreement is entered into pursuant to the provisions of California Government Code sections 6500, et seq., which allow two or more public agencies to agree to exercise powers common to the contracting parties;

WHEREAS, Government Code section 990.4 provides for a public agency to self-insure or purchase insurance;

WHEREAS, Government Code section 990.8 enables two or more public entities to agree, pursuant to Government Code sections 6500, et seq., to self-insure or purchase insurance jointly;

WHEREAS, it is to the mutual benefit of the parties herein subscribed, and in the best public interest of said parties, to join together to establish this Joint Powers Agreement (hereinafter "Agreement") to accomplish the purposes hereinafter set forth; and

WHEREAS, since various dates following its formation on July 1, 1979, Redwood Schools' Insurance Group ("RESIG") has successfully operated risk-pooling/group self-insurance, group insurance, and partially self-funded and partially insured loss-control programs for workers' compensation, property damage, public liability, dental benefits, health benefits, and other risks of loss faced by RESIG's members;

WHEREAS, it is the desire of the signatories hereto to continue to jointly provide for a risk-pooling/group self-insurance and/or group insurance system for workers' compensation, property damage, public liability, dental benefits, health benefits, and other types of self-insurance or insurance and related services, for their mutual advantage and concern; and

WHEREAS, the present signatories desire to amend and completely restate this Agreement, created in 1979;



NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

**I. PURPOSE**

The parties to this Agreement joined together to develop and fund risk-pooling / group self-insurance, pooling and joint purchase of insurance; establishment and maintenance of funds to pay for pooled losses, provide benefits to the parties' employees, and provide related services.

**II. CREATION OF THE REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP (RESIG)**

Pursuant to Title I, Division 7, Chapter 5, of the California Government Code (sections 6500, et seq.), there is hereby created a public entity, separate and apart from the parties hereto, to be known as the "Redwood Empire Schools' Insurance Group," hereinafter designated as "RESIG" or "the Group." Pursuant to Government Code section 6508.1, the debts, liabilities, or obligations of RESIG do not constitute debts, liabilities, or obligations of any party to this Agreement.

**III. POWERS OF THE AUTHORITY**

RESIG shall have the powers common to member organizations and any additional powers authorized by the Government Code and not limited by the Education Code. These common powers, include, but are not limited to, any or all of the following:

- A. to make and enter into contracts;
- B. to employ agents and employees;
- C. to incur debts, liabilities, or obligations;
- D. to acquire, hold or dispose of property, both real and personal;
- E. to invest any money in its treasury not required for immediate necessities pursuant to Government Code section 6509.5;
- F. to receive and use contributions and advances from member organizations, including contributions or advances of personnel, equipment, or property, pursuant to Government Code section 6504;
- G. to sue and be sued in its own name; and
- H. to exercise all powers that are necessary and proper to carry out the terms of this Agreement and that are otherwise authorized by law. Said powers shall be exercised in the manner provided in the law and in the same manner as those imposed upon Rincon Valley Union School District. If Rincon Valley Union School District is no longer a party to this Agreement, then the manner of exercising the powers shall be those imposed on Sonoma County Office of Education.

#### **IV. MEMBERS AND MEMBERSHIP**

Each member organization, as a party to the Agreement, certifies that it intends to and does contract with all other member organizations as parties to this Agreement, and with such other organizations that may be added as parties to this Agreement in accordance with the Bylaws of RESIG.

##### **A. New Members**

Any local public entity may become a party to this Agreement and a member of the Group upon an affirmative vote of the Board of Directors in accordance with the Bylaws in effect at the time and the payment of fees, charges or contributions as deemed appropriate by the Board.

##### **B. Members' Rights and Obligations**

Each party to this Agreement is entitled to the rights and privileges, and is subject to the obligations, of membership, all as provided in this Agreement, in the Bylaws, and in any other of RESIG's governing documents, all as in effect from time to time.

Each party shall be obligated to:

1. abide by this Agreement, the Bylaws of RESIG, program policies and procedures for those programs in which the party participates, and any other policies or procedures adopted by RESIG;
2. pay contributions, assessments and other charges promptly;
3. appoint a representative and an alternate to act as a member of the Board of Directors of RESIG;
4. provide underwriting and other information requested by RESIG in the administration of the programs in which the member participates; and
5. cooperate with the Group in the investigation and defense of claims.

#### **V. BOARD OF DIRECTORS**

##### **A. Composition**

RESIG shall be governed by a Board of Directors. Each member agency shall appoint in writing a director and an alternate from its employees, who shall serve at the pleasure of the member agency. The alternate appointed by a member agency shall have the authority to participate in, and vote at, any meeting of the Board of Directors when the regular Board member for whom he or she is an alternate is absent from said meeting. Each representative, or the alternate in the absence of the representative, shall have one vote.

A majority of the membership of the Board shall constitute a quorum. Except as otherwise provide in this Agreement, action may be taken by an affirmative vote of the majority or the

quorum; however, where the action affecting only one program, as determined by the Board, only those representatives from members participating in that program may vote on the action.

#### **B. Powers of the Board**

The Board of Directors shall be empowered to govern the operations of RESIG that are not reserved unto the member agencies. The Board of Directors shall have the power to delegate any and all powers not specifically reserved unto itself, to an Executive Committee, Executive Director or other agent of RESIG.

The powers retained unto the Board of Directors shall be the following:

1. approve a new member with a two-thirds affirmative vote of the representatives voting at a regular or special meeting of the Board;
2. expel a member with a two-thirds affirmative vote of the representatives voting at a regular or special meeting of the Board;
3. create or dissolve a program with a two-thirds affirmative vote of the representatives voting at a regular or special meeting of the Board;
4. amend the Bylaws with a two-thirds affirmative vote of the representatives voting at a regular or special meeting of the Board;
5. adopt the annual budget of the Group;
6. adopt an investment policy;
7. establish an Executive Committee and elect its members;
8. establish officers of the Group and elect or appoint the officers from the Board members or staff; and
9. declare assessments and dividends.

#### **C. Meetings of the Board of Directors**

1. All meetings of the Board of Directors shall be called, noticed, held and conducted in accordance with the provisions of Government Code sections 54950, et seq.
2. The Board of Directors shall have at least one regular meeting annually.
3. The Secretary shall provide for the keeping of the minutes of all regular and special meetings of the Board.

### **VI. TERM**

This Agreement was effective on July 1, 2020 and shall continue until it is terminated in accordance with Article X, Dissolution of RESIG.

The amendments to this Agreement shall become effective upon approval by a two-thirds affirmative vote of the member organizations, unless otherwise stated.



## **VII. BYLAWS**

The Board of Directors of RESIG shall adopt Bylaws that shall govern RESIG. Each party to this Agreement agrees to comply with and be bound by the provisions of the Bylaws as adopted or amended.

## **VIII. STRICT ACCOUNTABILITY OF FUNDS**

RESIG shall be strictly accountable for all funds received and disbursed by it and, to that end, shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles; and reports, receipts, and disbursements, and shall comply with the provisions of Government Code section 6505. Although the funds of RESIG shall be held in common, there shall be an accounting by program.

Pursuant to Government Code section 6505.6, the Board of Directors shall appoint one of the Board members or an employee of the Group to act as Treasurer and one to act as Auditor. The two shall perform the functions imposed on such positions as defined in Government Code section 6505.5. In lieu of appointing a member as Treasurer and another as Auditor, the Board may appoint a Treasurer who shall perform all the required duties of both Treasurer and Auditor. The Treasurer and Auditor shall be appointed or elected pursuant to the Bylaws and shall perform the functions described in Government Code Section 6505.5. The Treasurer or other designee shall cause a financial audit to be performed annually. If the Board designates a separate individual from the Treasurer to act as Auditor, such designation shall be appointed or elected pursuant to the Bylaws,

The Treasurer or Auditor or their designee shall receive, invest and disburse funds only in accordance with the procedures established by the Board, and in conformity with applicable law. The Treasurer shall invest funds in compliance with State law and the investment policy adopted by the Board of Directors.

## **IX. WITHDRAWAL FROM, OR TERMINATION OF, MEMBERSHIP**

A member may terminate its membership or be involuntarily terminated from membership as set forth in the Bylaws and/or in any other of RESIG's governing documents in effect at the time of such withdrawal or involuntary termination. A member's voluntary withdrawal or involuntary termination shall not be construed as a completion of the purpose of this Agreement, and shall not require the return, to any party, of any part of any contribution(s), payment(s), or advance(s) made by any party. A member's voluntary withdrawal or involuntary termination shall not affect the member's obligation to pay its appropriate share of any assessment for additional contributions of funds to RESIG or to any RESIG program.

## **X. DISSOLUTION OF RESIG**

If RESIG's members determine that the purpose of this Agreement has been completed, and that RESIG shall therefore be dissolved, RESIG may be dissolved upon the consent of two-thirds (2/3) of the members who are parties to this Agreement at the time of dissolution. Upon the

vote of two-thirds of the parties to this Agreement to dissolve, RESIG shall continue to function until such time as all liabilities and obligations of RESIG, including, but not limited to, claims liabilities, have been discharged, and any properties or surplus money distributed to the members in accordance with the provisions in the Bylaws. Upon disposition of the assets, RESIG will be terminated and dissolved.

## **XI. INDEMNIFICATION AND CONTRIBUTION**

### **A. Indemnification**

The Members of the Board of Directors and their alternates are hereby indemnified, and RESIG does hereby agree to defend, indemnify and hold them, and each of them, free and harmless from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amounts whatsoever actually and reasonably incurred or threatened by reason of, or as a result of, their official participation and action in pursuance of the execution or the administration of the RESIG Joint Powers Agreement, the Bylaws, or any RESIG program or policy or procedure in the operation of the Joint Powers Authority thereby created, including but not limited to amounts arising out of or by reason of any judicial or quasi-judicial action or proceeding, whether civil, criminal, administrative or investigative, provided that it appears to the satisfaction of the Board of Directors that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of RESIG, or that such person reasonably believed his or her actions to be in the best interest of RESIG, or that such person had reasonable cause to believe that his or her conduct under the circumstances was not unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, for purposes of this indemnification provision, of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of RESIG, nor any presumption that such person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate RESIG to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or itself unlawful. The Board of Directors in its discretion may provide for errors and omissions insurance coverage for directors, officers, and employees of RESIG, at RESIG's expense.

### **B. Contribution**

Pursuant to the provisions of Government Code sections 895, et seq., the members of RESIG are jointly and severally liable for any liability which is otherwise imposed by law upon any one of the members or upon RESIG for injury caused by a negligent or wrongful act or omission occurring in the performance of the RESIG Joint Powers Agreement. However, as between RESIG's members themselves, if a member of RESIG is held liable for any such liability and pays in excess of its pro rata share in satisfaction of such liability, such member is entitled to contribution from the other members of RESIG. A RESIG member's pro rata share will be based on that member's premium contributions paid in the fiscal year in which the liability arose,



compared with the premium contributions paid by all RESIG members in such fiscal year. No member may be compelled to make a contribution to the satisfaction of such a liability, beyond its own pro rata share of the entire liability.

## **XII. NOTICES**

Notices to member agencies under this Agreement shall be sufficient if mailed by USPS First-Class Mail, to their respective addresses on file with the Group, or emailed to the representative of the member to the email address on record. Notice to the Group shall be sufficient, if mailed by USPS First-Class Mail, to the address of the Group as contained in the Bylaws.

## **XIII. PROHIBITION AGAINST ASSIGNMENT**

No member agency may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any member agency shall have any right, claim, or title to any part, share, interest, or asset of the Group. However, a successor in interest of the member signatory to this Agreement shall have the rights and obligations of the member agency.

## **XIV. AMENDMENT**

This Agreement may be amended by the approval by two-thirds of the member agencies, as shown by a resolution of the governing boards of the member agencies. Proposed amendments shall be given to the Board of Directors at least thirty (30) days prior to a regular or special meeting. Only after discussion and approval by the Board of Directors at a duly noticed meeting, shall an amendment be submitted to the member agencies' governing boards for approval. The amendment shall become effective upon the approval of a two-thirds majority of the member agencies' governing boards, or on such date stated in the proposed amendment, whichever is later. Each member agency shall file with the Group a copy of the resolution of its governing board approving such amendment.

## **XV. SEVERABILITY**

Should any portion, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

## **XVI. AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**XVII. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but together shall constitute one and the same.

THIS AGREEMENT EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY THE FOLLOWING SIGNATORY PUBLIC AGENCY.

\_\_\_\_\_  
Name of Public Agency

\_\_\_\_\_  
President of the Governing Board

# **REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP**

## **BYLAWS**

*Amendments to take effect upon members' concurrence,*

*to be effective July 1, 2020*

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# **REDWOOD EMPIRE SCHOOLS'**

## **INSURANCE GROUP**

### **BYLAWS**

#### **I. THE RESIG BOARD OF DIRECTORS**

##### **A. Appointment of Representative**

Each participating member agency shall delegate one employee as a member of the RESIG Board of Directors, and one alternate, who may serve in the absence of the representative. Such appointment shall be by resolution of the governing board of the member agency.

##### **B. Meetings of the Board of Directors**

###### **1. Regular Meetings**

The Executive Committee shall provide by resolution for Board of Directors meetings. The Board shall hold at least one regular meeting each year, and it is the Board's intent to hold at least one additional meeting in every year in which there is sufficient business to justify a second meeting of the Board. A copy of such resolution shall be filed with each member agency. The time and place of the regular meeting shall be noticed in such public building or other place as may be designated from time to time by the Executive Committee.

###### **2. Special Meetings**

The Executive Committee or President may call a special meeting of the Board of Directors by providing notice of the time and place of the meeting and the agenda to the representatives and alternates at least 24 hours prior to the meeting.

###### **3. Ralph M. Brown Act**

All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 et seq.).

##### **C. Quorum**

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. Less than a quorum may adjourn the meeting.

##### **D. Minutes**

The Secretary shall cause minutes of all meetings to be kept, except for closed sessions, and shall cause a copy of the minutes to be forwarded to each member of the Board.



## **II. EXECUTIVE COMMITTEE**

### **A. Election**

A seven-person Executive Committee shall be elected by the Board of Directors for three-year terms, which shall be staggered. Thus, three members of the Committee shall be elected in one year, two members of the Committee shall be elected in the following year, and two members of the Committee shall be elected in the third year.

### **B. Vacancies**

Whenever a vacancy occurs on the Executive Committee, the vacancy shall be filled by one of the following methods:

#### **1. Expired Terms**

The Executive Committee member opening shall be filled by election of the Board of Directors in accordance with Section II.A. of these Bylaws.

#### **2. Vacated Terms**

The Executive Committee shall be empowered to appoint a member to fill the balance of the vacated term after notification to the Board of Directors and solicitation of interested candidates. Such notification shall describe the term of the vacancy and the procedure the Executive Committee shall use in appointing a replacement.

### **C. Duties and Powers**

The Executive Committee shall be responsible for the ongoing operations of RESIG and is hereby empowered to implement and enforce these Bylaws and such other rules, regulations, and procedures as the Board of Directors may adopt. However, such delegation of power shall not include those powers enumerated in Article V, Section B of the Joint Powers Agreement.

### **D. Meetings of the Executive Committee**

The Executive Committee shall provide for its regular, adjourned regular, and special meetings, provided, however, that it shall hold at least four meetings each year. The dates upon which, and the hour and place at which, any regular meeting shall be held, shall be determined by the President of the Board. The location of the regular meetings shall be such public building or other place as may be designated from time to time by the President.

### **E. Quorum**

A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business. Less than a quorum may meet and adjourn a meeting.

#### **F. Minutes**

The Secretary shall cause minutes of regular, adjourned regular, and special meetings to be kept, except for closed sessions. The Secretary shall have a report of actions taken forwarded to each member of the Executive Committee.

#### **III. OFFICERS**

The Board of Directors shall elect a President, a Vice-President, a Secretary and a Treasurer from the members of the Board prior to the next fiscal year, for an annual term effective at the inception of that fiscal year. The Treasurer shall have the obligations imposed upon the Secretary and Auditor pursuant to Government Code section 6505.5. The Secretary and the Treasurer may be the same individual. A vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs, or by a vote of the Executive Committee. Officers so elected shall serve in the same capacity for both the Executive Committee and the Board of Directors. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Executive Committee and of the Board of Directors.

#### **IV. STAFF**

The Executive Committee shall designate the staff positions for the administration and operation of RESIG, or contract for consultants, claims administrators, general counsel, and/or risk management services. The Executive Committee shall establish job descriptions and recruitment procedures, and hire job candidates for designated staff positions, as needed.

#### **V. FISCAL YEAR**

RESIG shall operate on a fiscal year from July 1 to June 30.

#### **VI. BUDGET**

The Board of Directors shall adopt a budget prior to the inception of the fiscal year to which it applies, showing the purposes for which funds are needed for RESIG and each of RESIG's Programs. A copy of the adopted budget shall be transmitted to each of the participating members.

The Board of Directors or the Executive Committee shall annually adopt a schedule of payments which will be necessary to provide for funding of the annual appropriations as adopted in the budget.

#### **VII. ASSESSMENTS**

The Board of Directors may assess the members of RESIG for any fiscal year in which the total financial obligations exceed the revenue for that fiscal year, or the total financial obligations of any one Program exceed the revenues of that Program in any fiscal year. Additional assessments shall be as determined by the RESIG Board of Directors to be financially prudent.

## **VIII. ACCOUNTS AND RECORDS**

**A.** RESIG shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of law or any resolution of RESIG. Books and records of RESIG in the hands of the Treasurer shall be open to inspection at all reasonable times by representatives of the parties. The Treasurer shall distribute, as soon as practicable after the close of a fiscal year, financial statements summarizing the financial activities of the fiscal year.

**B.** RESIG shall either make, or contract with a Certified Public Accountant to make, an annual audit of the accounts and records of RESIG. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the parties to the Joint Powers Agreement, and also with the County Auditor of the County of Sonoma. Such report shall be filed within six (6) months after the end of the fiscal year under examination.

**C.** Any costs of the audit, including contracts with or employment of Certified Public Accountants, in making an audit pursuant to this section, shall be borne by RESIG, and shall be a charge against any unencumbered funds of RESIG available for this purpose.

**D.** Additionally, the Treasurer of RESIG shall assume the duties described in California Government Code section 6505.5, to wit:

1. Receive and prepare a receipt for all RESIG funds and deposit them in the treasury of RESIG, which shall be by deposit with the Sonoma County Office of Education, which shall place it in the Sonoma County Treasury to the credit of RESIG;
2. Be responsible upon his or her official bond for the safekeeping and disbursement of all RESIG funds so held by him or her;
3. Draw, or cause to be drawn, warrants to pay demands against RESIG when the demands have been approved by the Executive Committee; and
4. Verify and submit to the Executive Committee written quarterly financial reports by the last day of July, October, January and April of each year.

## **IX. INVESTING OF RESERVES**

The Executive Committee shall invest or cause to be invested such reserves as are not necessary for the immediate operation of RESIG in such securities as are prudent, legal for Public Educational Agencies and Joint Powers Authorities, and authorized by the Investment Policy adopted by the Board of Directors.



## **X. MEMBERSHIP**

### **A. Eligibility**

Any Public Educational Agency in the State of California may be considered for membership, subject to the limitations contained in the Joint Powers Agreement, these Bylaws, or any policy or procedure that RESIG may enact or adopt. A Public Educational Agency shall, for this purpose, be defined as a School District, a Public Charter School, a Community College District, a County Office of Education, a Regional Occupation Program, or a Joint Powers Authority composed of any of the foregoing.

### **B. Additional Parties**

1. Any Public Educational Agency within the State of California may become a party to this Joint Powers Agreement upon the approval of the RESIG Board of Directors and due execution of a copy of the RESIG Joint Powers Agreement as in effect at that time.

2. Upon a request for membership by a Public Educational Agency and a submission of information requested by the RESIG staff or Executive Committee, that Public Education Agency may become a member by a two-thirds (2/3) affirmative vote of the RESIG Board of Directors, upon the recommendation of the RESIG Executive Committee. The Public Educational Agency, upon approval by the Board of Directors, shall execute a copy of the Joint Powers Agreement prior to participating any of the RESIG Programs.

3. Each additional party shall pay to RESIG the appropriate contributions as determined by the RESIG Board of Directors.

## **XI. WITHDRAWAL FROM, OR INVOLUNTARY TERMINATION OF, MEMBERSHIP**

A. If, for any reason, two-thirds (2/3) of the RESIG Board of Directors shall vote for involuntary termination of a member agency, such agency's membership in RESIG shall be so terminated.

B. Unless otherwise specified by the RESIG Board of Directors, involuntary termination shall be effective at the end of the fiscal year in which the involuntary termination occurs, upon a minimum sixty (60) calendar days' written notice.

C. No member may terminate its membership as a party to the RESIG Joint Powers Agreement for three (3) years following initial membership and participation in any RESIG Program. Any member having completed three (3) complete consecutive years as a member of RESIG and a participant in any of RESIG's Programs may withdraw from its status as a member and party to the Joint Powers Agreement at the end of any fiscal year by notifying the Board of Directors in writing prior to December 31 of that fiscal year.

D. The withdrawal or termination of a member shall not act as a completion of the purpose of the Joint Powers Agreement, and such withdrawing or terminated member shall

continue to be responsible for any unpaid contributions, assessments or other liabilities arising from its participation in RESIG.

## **XII. ENFORCEMENT**

The Executive Committee is hereby given full authority to enforce the RESIG Joint Powers Agreement, these Bylaws and all policies and procedures adopted or enacted by RESIG.

## **XIII. EFFECTIVE DATE**

Unless otherwise specified by the Board at the time of enactment, all amendments to these Bylaws shall go into effect immediately upon the date of the Board action amending them.

## **XIV. DISPOSITION OF PROPERTY AND FUNDS UPON DISSOLUTION**

In the event of the dissolution of the RESIG Joint Powers Agreement in accordance with Article IX of that Agreement, any property interest remaining in RESIG shall be sold or disposed of in a prudent manner. All surplus moneys, after discharging all liabilities and obligations, shall be returned to the current members at the time of the vote to dissolve, by pro-rata shares based on the total contributions made by such members.

## **XV. RESIG PROGRAMS**

### **A. Creation of a Program**

The Board of Directors may establish a Coverage Program or a Risk Management Program by a majority vote. Participation in such Programs shall be voluntary unless otherwise specified.

### **B. Programs Requiring Participation**

A member agency must participate in the Property and Liability Program and the Workers' Compensation Program.

### **C. Program Documents**

By vote of the majority of those Board members whose agencies are participating in a specific Coverage Program, the Board of Directors shall adopt a Program document or documents that describes the Program, the participants' rights and obligations, eligibility to participate, means of withdrawing from the Program, and allocations of contributions.

### **D. Voting Rights on Issues Affecting Specific Programs**

A Board of Directors or Executive Committee member may vote only on issues that affect RESIG Programs in which his or her member agency is currently a participant. However, all members of the Board of Directors may vote on the RESIG budget, which includes Program contributions and expenditures. All members of the Board of Directors may vote on the imposition of an assessment where a Program or one of the Program years is insolvent or when it is necessary to maintain or restore its financial integrity.



In addition to the voting on assessments, all members of the Board of Directors may vote on the distribution of funds from any of the programs.

#### **XVI. AMENDMENTS**

Amendments to these Bylaws may be proposed by the designated Board representative of any member agency and may be passed by a two-thirds (2/3) affirmative vote of all Board members (or alternates) present at a regular meeting at which a quorum is present.

**REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP**  
**WORKERS' COMPENSATION PROGRAM DOCUMENT**

This **Workers' Compensation Program Document**, containing the rules for the operation of the Workers' Compensation Program, shall become effective as of July 1, 2020. This document may be amended from time to time as described in Section 15. The following rules of operation shall remain in effect until amended by the **Board of Directors** or until this Program is terminated under Section 12 and shall be binding on the **Members** of the Program.

**1. PURPOSE OF THE PROGRAM**

This Workers' Compensation Program shall provide coverage for liabilities imposed upon the **Members** because of the California Workers' Compensation Law, Labor Code sections 3200 et seq., during the period for which the **Member** participated, subject to limitations and conditions imposed by this **Program Document** and the **Memorandum of Workers' Compensation Coverage**. The Workers' Compensation Program shall also provide the **Members** with limits in excess of the Program's **Self-insured Retention** through the purchase of excess insurance, reinsurance, and/or participation in other risk sharing pools.

**2. DEFINITIONS**

The following terms shall have the meaning as herein stated:

**Covered Party** shall mean an employer named in the **Memorandum of Workers' Compensation Coverage** and which is entitled to receive coverage under such Program.

**Representative** shall mean the representative or the alternate, whoever has the right to vote at the Board meeting, appointed by the **Member** to represent it at **RESIG's** Board meeting.

**Self-insured Retention** shall mean the maximum amount of any one loss that **RESIG** assumes under this Workers' Compensation Program.

**Memorandum of Workers' Compensation Coverage** shall mean the document that grants coverage to the **Covered Parties** under this Program and provides additional terms and conditions of coverage.

**Workers' Compensation Manager** shall mean the person holding that position as an employee or other person designated by the **Board of Directors**.

**3. HIERARCHY OF DOCUMENTS**

This **Workers' Compensation Program Document** is a governing document of **RESIG**. However, the Joint Powers Agreement and the Bylaws of **RESIG** shall supersede this document, and any provision in this document shall be construed to be consistent with the Joint Powers Agreement and the Bylaws. Any provision not consistent with the Joint Powers Agreement and the Bylaws shall be invalid to the extent that it is in conflict with the Joint Powers Agreement or the Bylaws.

REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP  
WORKERS' COMPENSATION PROGRAM DOCUMENT

**4. PARTICIPATION**

**a. Eligibility**

A **Member** of **RESIG** must participate in this Workers' Compensation Program. Should the **Member** withdraw from participation in this Program, the **Member** shall automatically be terminated from the Joint Powers Agreement. Such **Member** shall remain responsible for the portions of the liabilities imposed on this Workers' Compensation Program during the period of time the **Member** participated in this Program.

**b. Member's Obligations**

A **Member** shall:

- i. Provide underwriting information promptly upon request from **RESIG**;
- ii. Provide copies of any resolution extending workers' compensation benefits to volunteers;
- iii. Report claims to **RESIG** according to the Memorandum of Workers' Compensation Coverage;
- iv. Cooperate with **RESIG** in claims management;
- v. Abide by loss control activities as required by **RESIG**;
- vi. Pay **Contributions** and assessments as outlined in Section 7;
- vii. Obtain and maintain a certificate of Consent to Self-Insure with the Department of Industrial Relations, Office of Self-Insurance Plans; and
- viii. Abide by any obligations imposed upon the **Member** by this **Program Document** or the **Memorandum of Workers' Compensation Coverage**.

**5. CLAIMS ADMINISTRATION**

**a. RESIG to Manage Claims**

**RESIG** shall have the power, authority, and duty to manage all aspects of workers' compensation claims covered under the Memorandum of Coverage issued to a **Member** and occurring during the period of the **Member's** participation.

**b. Claims Management Services**

**RESIG** shall hire employees to provide claims management services. Those **Members' Representatives** at a regular or special **Executive Committee** meeting may approve, with a majority vote, employee positions or contracts for the claims management services.



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WORKERS' COMPENSATION PROGRAM DOCUMENT

**c. Penalties**

**RESIG** shall pay any and all penalties imposed by the **Workers' Compensation Laws** because of the conduct of **RESIG**. Such payments will be paid from the operating funds of the Workers' Compensation Program. The **Member** shall pay any and all penalties imposed by the **Workers' Compensation Laws** because of the conduct of the **Member**.

**d. Settlement**

The claims from this Program and retained by **RESIG** are managed by employees of **RESIG**. **RESIG** shall create positions of Claims Examiner I, Claims Examiner II, and Claims Manager. A Workers' Compensation Claims Examiner I shall have the authority to settle any claim up to and including \$25,000. A Workers' Compensation Claims Examiner II shall have the authority to settle any claim up to and including \$35,000. The Workers' Compensation Claims Manager shall have the authority to settle any claim up to \$75,000. The Executive Director, with concurrence from the Claims Manager, shall have authority to settle any claim up to and including \$100,000. The Executive Committee shall have authority to settle any claim covered by this Program.

**e. Claims Audit**

At least once every two years, **RESIG** will contract for an independent audit of the claims activities to determine the efficiency and effectiveness of the claims management and the appropriateness of the claims reserves. Such auditor shall be chosen by the Executive Director.

**6. RESTRICTED OPERATING FUND**

A fund shall be established and maintained out of the **Member Contributions** for the purpose of paying workers' compensation claims and related expenses. The **Contributions** paid by the **Members** shall be credited to this fund and shall be the repository of the "Reserves" to be used for future workers' compensation payments. The funds in this restricted operating fund may be commingled with the other funds of **RESIG**.

**7. FUNDING OF THE PROGRAM**

**a. Actuarial Study**

At least annually, the Executive Committee shall contract with an independent actuary for a report that projects funding requirements for the next fiscal year. The actuary shall also project outstanding liabilities as of the end of the fiscal year to be used in determining the liabilities to be reflected in the fiscal year ending financial statements. Such projected funding and outstanding liabilities shall be projected to include confidence levels sufficient to determine the desired funding levels and minimum net assets.

REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP  
WORKERS' COMPENSATION PROGRAM DOCUMENT

**b. Funding for the Fiscal Year**

The **Board of Directors** shall adopt a budget prior to the inception of a fiscal year that will reflect the expected costs of the Workers' Compensation Program, the **Contributions** anticipated for the year and the allocation of such **Contributions** to **Members**. Generally, the funding of a fiscal year shall be at the eighty (80) percent funding level as determined by the actuary. The budgeted **Contributions** may provide for the accumulation of additional funds in excess of the eighty percent to alleviate the need for assessments to increase funds to meet the target equity amount established by the **Board of Directors**.

**c. Program Year Accounting**

A **Program Year** is defined by the fiscal year in which the funding is collected. An accounting of the **Contributions** by **Members** shall be used to allocate the expenses of the Program during the **Program Year**. The **Contributions** for the **Program Year** shall be adjusted periodically as defined in Sections 7. f and g .

**d. Allocation of Contributions**

The allocation of **Contributions** for a fiscal year shall be based on the **Member's** payroll times the rate adopted by the Board times that **Member's** experience modification factor. The rate adopted by the Board is expected to develop enough total **Contributions** to cover the expected losses for the fiscal year and the costs of general and claims administration. The rate may be altered to reflect interest or other income, desired margin for adverse claims development or an increase or decrease in existing funds available to pay outstanding claims liabilities.

The experience modification factor shall use factors, among others, developed by the Workers' Compensation Insurance Rating Bureau, W.C.I.R.B.

**e. Payments of Contributions**

- i. **Member Contributions** shall be payable due on the first day of October, January and April of each fiscal year and overdue on the 20<sup>th</sup> of the same month. The October and January payments shall represent 40% of the estimated annual **Contribution** for the **Member**, and the April payment shall represent the remaining 20%. **Member Contributions** shall be based upon estimated annual payroll. After the close of the fiscal year, the estimated annual **Contribution** shall be adjusted using the actual payroll for that fiscal year.

**f. Deficiencies in Funding**

- i. A **Program Year** shall be assessed for amounts determined by the Executive Committee necessary to raise sufficient funds such that the assets are at least equal to the liabilities of the Workers' Compensation Program as a whole.

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WORKERS' COMPENSATION PROGRAM DOCUMENT

- ii. The Executive Committee may assess a **Program Year** that is not funded at an eighty-five (85) percent confidence level for any amount deemed appropriate by the Executive Committee.
- iii. Each **Member's** assessment shall be in the proportion that its **Contributions** for the **Program Year** are to the total Contributions of all **Members** for that **Program Year**.

**g. Return of Equity**

If the Workers' Compensation Program as a whole has equity in excess of the target equity set in its Target Equity Policy and a **Program Year** is funded in excess of the eighty-five (85) percent confidence level, the Executive Committee may return those funds in excess of the eighty-five percent confidence level to the **Members** that participated in the Program during that **Program Year**. However, the Executive Committee shall not return more than the following amounts of the funds above the eighty-five percent confidence level:

<u>Year Ending</u>	<u>Allocation</u>
Program Year	No Allocation
Program Year + 1	No Allocation
Program Year + 2	No Allocation
Program Year + 3	No Allocation
Program Year + 4	No Allocation
Program Year + 5	10 % of the Returnable Amount
Program Year + 6	20 % of the Returnable Amount
Program Year + 7	30 % of the Returnable Amount
Program Year + 8	40 % of the Returnable Amount
Program Year + 9	50 % of the Returnable Amount
Program Year + 10	70 % of the Returnable Amount
Program Year + 11	90 % of the Returnable Amount
Remaining Program Years	100 % of the Returnable Amount

Returnable Amount is the funds in excess of the eighty-five percent confidence level as determined by the latest actuarial study.

**8. SUBROGATION RECOVERIES**

**RESIG** shall have the authority to seek and recover subrogation monies whenever actions by third parties cause workers' compensation claims against **Member** agencies. Such monies shall be applied as a reduction in the net incurred amount of such claim. .



REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP  
WORKERS' COMPENSATION PROGRAM DOCUMENT

**9. EXCESS LIABILITY INSURANCE - WORKERS' COMPENSATION**

The **Board of Directors** shall establish **RESIG's Self-insured Retention** and the amount and kind of excess coverage for the next fiscal year prior to the inception of that year.

**10. WITHDRAWAL FROM THE PROGRAM**

A **Member** may only withdraw from this **Workers' Compensation Program** by withdrawing as a **Member** of the Joint Powers Agreement in accordance with the procedures established in Article XI of the Bylaws. Notwithstanding the withdrawal, a withdrawing **Member** shall continue to be responsible for assessments made against **Program Years** in which the **Member** participated. A withdrawing member shall also have rights to return of contributions, when declared by the **Board of Directors**, for the **Program Years** in which the **Member** participated.

The amounts due upon withdrawal are due within sixty (60) days of the calculation of the withdrawal fees.

**11. EXPULSION**

The **Board of Directors** may expel a **Member** from the Program and the Joint Powers Agreement in accordance with the procedures established in Article XI of the Bylaws for expulsion of a **Member** from the Agreement.

**12. PROGRAM TERMINATION**

This Workers' Compensation Program may be terminated with two-thirds vote of the **Board of Directors** at a duly noticed regular or special meeting. Such termination shall be effective at the end of a fiscal year unless otherwise declared by the Board. The Workers' Compensation Program shall continue to fulfill any outstanding obligations existing at the time of the termination. The Workers' Compensation Program may assess, or distribute excess funds to, **Members** in proportion to their past **Contributions**. Any actions requiring a vote of the **Members' Representatives** shall be delegated to all voting members of the **Board of Directors**.

**13. MEMORANDUM OF COVERAGE**

The **Board of Directors** shall adopt a **Memorandum of Coverage** describing the coverages provided under this Program. The **Board of Directors** may amend the Memorandum as deemed necessary or appropriate.

**14. POLICIES AND PROCEDURES**

The **Board of Directors** may adopt or amend policies and procedures pertaining to this **Workers' Compensation Program** as long as such policies or procedures do not conflict with this document.

REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP  
WORKERS' COMPENSATION PROGRAM DOCUMENT

**15. AMENDMENTS**

The **Board of Directors** may amend this document by a majority vote at a regular or special meeting of the **Board of Directors**.

Those provisions reserving rights onto the **Board of Directors** may only be amended by a majority vote of all Board members present and voting at a regular or special meeting of the **Board of Directors**.

## REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP

### PROPERTY AND LIABILITY PROGRAM DOCUMENT

This **Property and Liability Program Document**, containing the rules for the operation of the **Property and Liability Program**, shall become effective as of July 1, 2020. This document may be amended as described in Section 15. The following rules of operation shall remain in effect until amended by the **Board of Directors** or until this Program is terminated under Section 12 and shall be binding on the **Members** of the Program.

#### 1. PURPOSE OF THE PROGRAM

This **Property and Liability Program** shall provide coverage for liabilities imposed upon the **Members** arising out of the operations of the **Covered Parties**, subject to limitations and conditions imposed by this **Program Document**, the **Memorandum of Liability Coverage** and any excess liability coverage purchased on behalf of the **Members**. This **Property and Liability Program** shall also provide coverage for loss of property suffered by the **Member**, subject to limitations and conditions defined in the **Memorandum of Property Coverage**, if applicable, and any coverage provided by primary or excess insurance policies purchased on behalf of the **Members**.

#### 2. DEFINITIONS

The following terms shall have the meaning as herein stated:

**Covered Party** for liability coverage shall mean a **Member** or other affiliated entities defined in the Covered Parties Section of the **Memorandum of Liability Coverage**. **Covered Party** for property coverage shall mean a **Member** or other affiliated entities defined in the Covered Parties Section of the **Memorandum of Property Coverage**.

**Representative** shall mean the representative or the alternate, whoever has the right to vote at the Board meeting, appointed by the **Member** to represent it at **RESIG's** Board meeting.

**Self-insured Retention** shall mean the maximum amount of any one loss that **RESIG** assumes under this **Property and Liability Program**.

**Memorandum of Liability Coverage** or **Memorandum of Property Coverage** shall mean the document that grants coverage to the **Covered Parties** under this Program and provides additional terms and conditions of coverage.

**Property and Liability Manager** shall mean the person holding that position as an employee or other person designated by the **Board of Directors**.

#### 3. HIERARCHY OF DOCUMENTS

This **Property and Liability Program Document** is a governing document of **RESIG**. However, the Joint Powers Agreement and the Bylaws of **RESIG** shall supersede this document,



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PROPERTY AND LIABILITY PROGRAM DOCUMENT

and any provision in this document shall be construed to be consistent with the Joint Powers Agreement and the Bylaws. Any provision not consistent with the Joint Powers Agreement and the Bylaws shall be invalid to the extent that it is in conflict with the Joint Powers Agreement or the Bylaws.

#### 4. PARTICIPATION

##### a. Eligibility

A **Member** of **RESIG** must participate in this **Property and Liability Program**. Should the **Member** withdraw from participation in this Program, the **Member** shall automatically be terminated from the Joint Powers Agreement. Such **Member** shall remain responsible for the portions of the liabilities imposed on this **Property and Liability Program** during the period of time the **Member** participated in this Program.

##### b. Member's Obligations

A **Member** shall:

- i. Provide underwriting information promptly upon request from **RESIG**;
- ii. Report claims to **RESIG** according to the Memorandum of Liability Coverage and Property Coverage document;
- iii. Cooperate with **RESIG** in claims management;
- iv. Abide by loss control activities as required by **RESIG**;
- v. Pay **Contributions** and assessments as outlined in Section 7; and
- vi. Abide by any obligations imposed upon the **Member** by this **Program Document**, the **Memorandum of Liability Coverage**, or the **Memorandum of Property Coverage** and any other policies adopted by the Board.

#### 5. CLAIMS ADMINISTRATION

##### a. RESIG to Manage Claims

**RESIG** shall have the power, authority, and duty to manage all aspects of all claims covered under the **Memorandum of Coverage** issued to a **Member** and occurring during the period of the **Member's** participation.

##### b. Claims Management Services

**RESIG** may hire employees to provide, or contract for, claims management services. Those **Members' Representatives** at a regular or special **Board of Directors** meeting may approve, with a majority vote, employee positions or contracts for the claims management services.

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PROPERTY AND LIABILITY PROGRAM DOCUMENT

**c. Settlement**

The claims from this Program and retained by **RESIG** are managed by employees of **RESIG**. **RESIG** shall create positions of Claims Adjuster, Senior Claims Adjuster, and Director of Risk Management. A Claims Adjuster shall have the authority to settle any property or liability claim up to and including \$15,000. A Senior Claims Adjuster shall have the authority to settle any property or liability claim up to and including \$25,000. The Director of Risk Management shall have the authority to settle any property claim up to and including \$75,000, or any liability claim up to and including \$100,000. The Executive Director shall have authority to settle any property claim up to and including \$100,000, or any liability claim up to and including \$250,000.

**d. Claims Audit**

At least once every two years, **RESIG** will contract for an independent audit of the claims activities to determine the efficiency and effectiveness of the claims management and the appropriateness of the claims reserves. Such auditor shall be chosen by the Executive Director.

**6. RESTRICTED OPERATING FUND**

A fund shall be established and maintained out of the **Member Contributions** for the purpose of paying property and liability claims and related expenses. The **Contributions** paid by the **Members** shall be credited to this fund and shall be the repository of the "Reserves" to be used for future property and liability payments. The funds in this restricted operating fund may be commingled with the other funds of **RESIG**.

**7. FUNDING OF THE PROGRAM**

**a. Actuarial Study**

At least annually, the Executive Committee shall contract with an independent actuary for a report that projects funding requirements for the next fiscal year. The actuary shall also project outstanding liabilities as of the end of the fiscal year to be used in determining the liabilities to be reflected in the fiscal year ending financial statements. Such projected funding and outstanding liabilities shall be projected to include confidence levels sufficient to determine the desired funding levels and minimum net assets.

**b. Funding for the Fiscal Year**

The **Board of Directors** shall adopt a budget prior to the inception of a fiscal year that will reflect the expected costs of the Property and liability Program, the **Contributions** anticipated for the year and the allocation of such **Contributions** to **Members**. Generally, the funding of a fiscal year shall be at the eighty (80) percent funding level as determined by the actuary. The budgeted **Contributions** may provide for the accumulation of additional funds in excess of the eighty percent to alleviate the need for assessments to increase funds to meet the target equity amount established by the **Board of Directors**.

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PROPERTY AND LIABILITY PROGRAM DOCUMENT

**c. Program Year Accounting**

A **Program Year** is defined by the fiscal year in which the funding is collected. An accounting of the **Contributions** by **Members** shall be used to allocate the expenses of the Program during the **Program Year**. The **Contributions** for the **Program Year** shall be adjusted periodically as defined in Sections 7.f and g.

**d. Allocation of Contributions**

The allocation of liability **Contributions** for a fiscal year shall be based on the **Member's** average daily attendance (ADA) of the prior full program year from the time of the calculation times the rate adopted by the Board. The allocation of property **Contributions** for a fiscal year shall be based on the **Member's** latest reported total insured value times the rate adopted by the Board. The total **Contributions** for both property and liability coverage shall be adjusted by multiplying the total **Contributions** by that **Member's** experience modification factor. The rate adopted by the Board is expected to develop enough total **Contributions** to cover the expected losses for the fiscal year and the costs of general and claims administration. The rate may be altered to reflect interest or other income, desired margin for adverse claims development or an increase or decrease in existing funds available to pay outstanding claims liabilities.

The experience modification factor to be used in the calculation of the **Members' Contributions** shall be as follows:

<b>Loss Ratio</b>	<b>Experience Modification</b>
0 to 50%	0.75
51 to 75%	0.90
76 to 100%	1.00
101 to 110%	1.10
111 to 120%	1.20
121 to 130%	1.30
131 to 140%	1.40
141 to 150	1.50
151 or greater	1.60

The Loss Ratio shall be determined by dividing the total of the three most recent fully completed **Program Years** loss costs of the **Member**, evaluated as of the most recent December 31<sup>st</sup>, by the total of the corresponding **Program Years'** contributions attributable to claims funding for the **Member**.



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**e. Payments of Contributions**

**Member Contributions** shall be payable at the beginning of each **Program Year** and overdue on the 20th day of that month.

In the event of a fiscal emergency, the Executive Committee may delay this collection schedule, provided that all of the **Member's Contributions** payable for the **Program Year** are collected within the **Program Year** and the **Program** has sufficient cash to support such a delay.

**f. Deficiencies in Funding**

- i. A **Program Year** shall be assessed for amounts determined by the Executive Committee necessary to raise sufficient funds such that the assets are at least equal to the liabilities of the **Property and Liability Program** as a whole.
- i. The Executive Committee may assess a **Program Year** that is not funded at an eighty-five (85) percent confidence level for any amount deemed appropriate by the Executive Committee.
- ii. Each **Member's** assessment shall be in the proportion that its **Contributions** for the **Program Year** are to the total Contributions of all **Members** for that **Program Year**.

**g. Return of Equity**

If the **Property and Liability Program** as a whole has equity in excess of the target equity set in its Target Equity Policy and a **Program Year** is funded in excess of the eighty-five (85) percent confidence level, the Executive Committee may return those funds in excess of the eighty-five percent confidence level to the **Members** that participated in the Program during that **Program Year**. However, the Executive Committee shall not return more than the following amounts of the funds above the eighty-five percent confidence level:

<u><b>Year Ending</b></u>	<u><b>Allocation</b></u>
Program Year	No Allocation
Program Year + 1	No Allocation
Program Year + 2	No Allocation
Program Year + 3	No Allocation
Program Year + 4	No Allocation
Program Year + 5	20% of the Returnable Amount
Program Year + 6	40% of the Returnable Amount
Program Year + 7	60% of the Returnable Amount
Remaining Program Years	100% of the Returnable Amount

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PROPERTY AND LIABILITY PROGRAM DOCUMENT

Returnable Amount is the funds in excess of the eighty-five percent confidence level as determined by the latest actuarial study.

## 8. SUBROGATION RECOVERIES

**RESIG** shall have the authority to seek and recover subrogation monies whenever actions by third parties cause property or liability claims by a **Member**. Such monies shall be applied as a reduction in the net incurred amount of such claim. After **RESIG** has recovered its payments and expenses, any amounts available to reimburse the **Member** for its deductible, shall be returned to the **Member**.

If recovery is in the form of recovered property, the Executive Director shall have the authority to negotiate a fair market value of the recovered property with the **Member** sustaining such loss and return the property to the **Member**. Should the **Member** not wish to repurchase the property from **RESIG**, then **RESIG** may dispose of the property in a manner the Executive Director deems appropriate.

## 9. EXCESS LIABILITY INSURANCE - PROPERTY AND LIABILITY

The **Board of Directors** shall establish **RESIG's Self-insured Retention** and the amount and kind of excess coverage for the next fiscal year prior to the inception of that year.

## 10. WITHDRAWAL FROM THE PROGRAM

A **Member** may only withdraw from this **Property and Liability Program** by withdrawing as a **Member** of the Joint Powers Agreement in accordance with the procedures established in Article XI of the Bylaws. Notwithstanding the withdrawal, a withdrawing **Member** shall continue to be responsible for assessments made against **Program Years** in which the **Member** participated. A withdrawing **Member** shall also have rights to a return of contributions, when declared by the **Board of Directors**, for the **Program Years** in which the **Member** participated.

## 11. EXPULSION

The **Board of Directors** may expel a **Member** from the Program and the Joint Powers Agreement in accordance with the procedures established in Article XI of the Bylaws for expulsion of a **Member** from the Agreement.

## 12. PROGRAM TERMINATION

This **Property and Liability Program** may be terminated with two-thirds vote of the **Board of Directors** at a duly noticed regular or special meeting. Such termination shall be effective at the end of a fiscal year unless otherwise declared by the Board. The **Property and Liability Program** shall continue to fulfill any outstanding obligations existing at the time of the termination. The **Property and Liability Program** may assess, or distribute excess funds to, **Members** in proportion to their past **Contributions**.

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PROPERTY AND LIABILITY PROGRAM DOCUMENT

**13. MEMORANDUM OF COVERAGE**

If any portion of the property coverage or liability coverage is retained or reinsured by **RESIG**, the **Board of Directors** shall adopt a **Memorandum of Coverage** describing the coverages provided within the retained or reinsured risk under this Program. The **Board of Directors** may amend the **Memorandum** as deemed necessary or appropriate.

**14. POLICIES AND PROCEDURES**

The **Board of Directors** may adopt or amend policies and procedures pertaining to this **Property and Liability Program** as long as such policies or procedures do not conflict with this document.

**15. AMENDMENTS**

The **Board of Directors** may amend this document by a majority vote at a regular or special meeting of the **Board of Directors**.

Those provisions reserving rights onto the **Board of Directors** may only be amended by a majority vote of all Board members present and voting at a regular or special meeting of the **Board of Directors**.



## REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP

### EMPLOYEE BENEFIT PROGRAM DOCUMENT

This **Employee Benefit Program Document**, containing the rules for the operation of the **Employee Benefit Program**, shall become effective as of July 1, 2020. This **Employee Benefit Program Document** applies to the **Medical Benefits Plan**, the **Dental Plan** and the **Vision Plan**. This document may be amended as described in Section 15. The following rules of operation shall remain in effect until amended by the **Board of Directors** or until this Program is terminated under Section 12 and shall be binding on the **Members** of the Program.

#### 1. DESCRIPTION OF PROGRAM

This **Employee Benefit Program** shall provide coverage for benefits described in the **Employee Benefit Plan** descriptions during the period for which the **Participant** participated, subject to limitations and conditions imposed by this **Employee Benefit Program Document** and the particular plan adopted by the **Participant**.

#### 2. DEFINITIONS

The following terms shall have the meaning as herein stated:

**Contributions** shall mean amounts paid or payable to RESIG to fund losses retained by RESIG and to pay expenses, including insurance premiums.

**Employee Benefit Plan** shall mean the **Medical Benefits Plan**, the **Dental Plan** or the **Vision Plan** chosen by the **Participant** to which its employees may subscribe.

**Employee Benefit Plan Document** shall mean any and all documents describing the plan benefits and eligibility of the **Participant's** employees and the duties and obligations of the **Participant**, whether such documents are those of **RESIG** or the plan administrator.

**Participant** shall mean those **Members** of **RESIG** that have selected to participate in this **Employee Benefit Program**.

**Plan Year** shall mean the period of time defined by the Plan itself and the period during which the designated benefits will be offered.

**Representative** shall mean the representative or the alternate, whoever has the right to vote at the **Board** meetings, appointed by the **Participant** to represent it at **RESIG's Board** meetings.

#### 3. HIERARCHY OF DOCUMENTS

This **Employee Benefit Program Document** is a governing document of **RESIG**. However, the Joint Powers Agreement and the Bylaws of **RESIG** shall supersede this document, and any provision in this document shall be construed to be consistent with the Joint Powers Agreement

## REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP

### EMPLOYEE BENEFIT PROGRAM DOCUMENT

and the Bylaws. Any provision not consistent with the Joint Powers Agreement and the Bylaws shall be invalid to the extent that it is in conflict with the Joint Powers Agreement or the Bylaws.

#### 4. PARTICIPATION

##### a. Eligibility

A **Member** of **RESIG** may participate in this **Employee Benefit Program** upon a written letter of intent to participate, a resolution of the Board of Directors of the **Member** stating the desire to participate, and acceptance by the **Executive Committee**. Such letter of intent must be received at least ninety (90) days prior to the desired commencement of coverage and the resolution from the Board of Directors received prior to participation. A new **Participant** must commit to participation for at least three full fiscal years.

##### b. Participant's Obligations

A **Participant** shall:

- i. Cooperate with **RESIG** in claims management;
- ii. Pay contributions and assessments as required by the plan in which the **Participant** participates; and
- iii. Abide by any obligations imposed upon the **Participant** by this **Employee Benefit Program Document** or the **Employee Benefit Plan Documents** applicable to the benefit plan in which the **Participant** participates.

#### 5. CLAIMS ADMINISTRATION

##### a. Authority to Manage Claims

**RESIG** shall have the power, authority, and duty to **manage** all aspects of **Employee Benefit Plan** claims covered by an **Employee Benefit Plan** of which some, or all, of the claims are retained by **RESIG**. All other claims shall be **managed** by the **Employee Benefit Plan** insurer or designated **Benefit Administrator**.

##### b. Benefit Administration Service

**RESIG** may contract for benefit administration of the **Employee Benefit Plans** in which some or all of the claims are retained by **RESIG**. Such **Benefit Administrator** shall inform the **Participants** of the means by which claims are to be reported and other administrative requirements necessary for the effective administration of the **Employee Benefit Plan**.

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#### 6. FUNDING OF THE PROGRAM

##### a. Allocation of Contributions

The allocation of Contributions for a **Plan Year** shall be based on the **Participant's** chosen **Employee Benefit Plans** and the number of employees participating in the plans. The rate adopted by the **Board** is expected to develop enough total contributions to cover the expected losses retained by **RESIG** for the fiscal year, the costs of general and **Employee Benefit Plan** administration, and the costs of insurance.

##### b. Payments of Contributions

**Participant's** contributions shall be payable in monthly increments based on the **Employee Benefit Plan** rates and the number of employees enrolled in the plans.

#### 7. RESTRICTED TRUST FUND (OPERATING FUND)

A restricted trust fund shall be established and maintained out of the **Participant's** contributions to the **Dental Plan** for the purpose of paying claims and related expenses arising out of that plan. This fund shall be the repository of the "Reserves" to be used for future **Dental Plan** benefit payments and administrative costs.

#### 8. WITHDRAWAL FROM THE PROGRAM

Provided a **Participant** has participated in the **Employee Benefit Plan** for at least three full fiscal years, the **Participant** may withdraw from that **Employee Benefit Plan** by Notice of Withdrawal, accompanied by a resolution of the governing board of a **Participant** to that effect. For withdrawal from any of the **Employee Benefit Plans**, Notice of Withdrawal must be given to **RESIG** by December 31st prior to the actual withdrawal date of September 30th of the following year.

#### 9. EXPULSION

The **Board of Directors**, with a two-thirds vote of those voting at a regular or special meeting, may expel a **Participant** from any of the **Employee Benefit Plans** provided the **Participant** is given notice of such expulsion at least ninety (90) days prior to the effective date of such expulsion.

#### 10. PROGRAM TERMINATION

This **Employee Benefit Program** may be terminated with two-thirds vote of the **Board of Directors** at a regular or special meeting. Such termination shall be effective at the end of a fiscal year. The **Employee Benefit Program** shall arrange for the fulfillment of any outstanding obligations at the time of the termination. Any actions requiring a vote of the **Participants' Representatives** shall be delegated to all voting members of the **Board of Directors**.



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Any **Employee Benefit Plan** that is part of this **Employee Benefit Program** may be terminated with two-thirds vote of the **Representatives** of the **Participants** in the **Employee Benefit Program** on the **Board of Directors** at a regular or special meeting of the **Board**.

### 11. DISPUTE RESOLUTION

If a **Participant** has a dispute regarding rights and obligations under this **Employee Benefit Program Document**, such dispute shall be taken to the Executive Committee for resolution. The Executive Committee shall make findings and take appropriate action at a regular or special meeting of the Executive Committee. The **Participant** may appeal such decision to the **Board of Directors**. The decision of the **Board of Directors** shall be final and binding on **RESIG** and the **Member**.

### 12. POLICIES AND PROCEDURES

The **Representatives** of the **Participants** on the **Board of Directors** may adopt policies and procedures pertaining to this **Employee Benefit Program** or any of the **Employee Benefit Plans** that are part of this **Employee Benefit Program** as long as such policies or procedures do not conflict with this **Employee Benefit Program Document**.

### 13. AMENDMENTS

The **Board of Directors** may amend this **Employee Benefit Program Document** by a majority vote at a regular or special meeting of the **Board of Directors**.

### 14. ELIGIBLE ENROLLEES

#### a. Eligibility and Requirements

##### 1) Active Employees

Permanent or probationary employees who work a minimum of 20 hours per week or 50% of the position are eligible. **Participants** may limit coverage to employees who work more than 20 hours per week or more than 50% of the position if they choose to do so, but they may not negotiate to cover employees who work less than this minimum requirement. Active employees (employees who are not on an approved leave of absence) who work fewer than the number of hours required or who do not receive **Participant** paid benefits based on a pro rata share of what is contributed towards an eight-hour or full-time employee, are not eligible.

All eight-hour/full-time employees or employees who receive the same contribution as an eight-hour/full-time employee **must** enroll in all medical coverage offered through **RESIG** as the subscriber. If the **Member** has a three-tier rate structure, dependent coverage is optional.

Permanent part-time employees who work a minimum of 20 hours per week or 50% of the position and receive contribution based on a pro rata share of the number of hours worked, may enroll when first eligible or may decline coverage. If they enroll, they may enroll in all coverage

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offered by the Participant through **RESIG**. If they decline coverage, they must complete a Declination of Coverage. According to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, an employee who declines coverage for himself/herself and his/her eligible dependents because they are covered elsewhere, must be allowed to enroll immediately upon loss of coverage. He/she must contact **the Participant** within 30 days of loss of coverage and submit evidence of "loss of coverage elsewhere" with the signed and completed enrollment or change form.

Permanent part-time employees who work a minimum of 20 hours per week or 50% of the position and receive contribution based on a pro rata share of the number of hours worked, may terminate coverage on the first of the month following a written notification. Retro terminations will not be allowed. Part-time employees who terminate coverage may not re-enroll until the next Open Enrollment Period, unless they are eligible for a Special Enrollment Opportunity under HIPAA.

#### 2) Surviving Spouse of Active Certificated and Classified Employee

The **Participant** must offer the surviving spouse of a certificated employee the same medical benefits that active, certificated employees are offered (California Education Code §§ 7000-7008). If the **Participant** has a policy that allows surviving spouses of classified employees to continue coverage, they are considered eligible. **RESIG** must be notified in writing of this policy. If the **Participant** does not have such a policy, the surviving spouse may be entitled to COBRA.

#### 3) Retirees

**Certificated Retirees.** **Participants** must offer certificated retirees and their surviving spouses the same medical benefits that active, certificated employees are offered (California Education Code §§ 7000-7008).

**Classified Retirees.** If the **Participant** has a policy that allows classified retirees and their surviving spouse to continue coverage, they are eligible. **RESIG** must be notified in writing of this policy. If the **Participant** does not have such a policy, the retiree may be entitled to COBRA.

Retirees must enroll in coverage within thirty (30) days of losing active employee coverage. If the retiree does not maintain continuous coverage, or if they elect to enroll in one of **RESIG's** retiree plan options, they cannot enroll in the **Participant's** medical coverage at any subsequent Open Enrollment. Retirees or retirees' spouses age 65 and older must attach a copy of their Medicare I.D. card to their enrollment form. Retirees who are not enrolled in Medicare Part A and/or Part B will be charged a different and higher rate.



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#### 4) Dependents

**Spouse/Domestic Partner:** The employee's legally wed spouse or a registered Domestic Partner are eligible. A copy of the Certificate of Marriage (legal document from the Hall of Records) and the most recent federal income tax return must be submitted to the **Participant** in order to add coverage for a spouse. In order to add a domestic partner, the employee must submit a certified copy of the Declaration of Domestic Partnership that was filed with the California Secretary of State, or other Affidavit of Domestic Partnership. It is the **Participant's** responsibility to verify eligibility of the spouse or domestic partner. **RESIG** reserves the right to request evidence of eligibility of an employee's spouse/domestic partner.

**Child/Child of Domestic Partner:** A natural child or step-child from birth to age 26; an adopted child or a child in the process of being adopted when the employee has (a) the right to control the health care of the child; or (b) assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child's adoption and a child for whom the employee has legal and physical custody/guardianship.

**Disabled Dependent:** A totally disabled dependent child, who is covered up to age 26, may remain covered after age 26 when they are unmarried and qualify as a dependent for Federal Income Tax purposes. The employee must apply within 30 days of loss of coverage. The completed and signed form must then be reviewed and approved through a Medical Review.

#### 5) Approved Leave of Absence

Employees on a Leave of Absence approved by the **Member's** Board of Directors may remain covered the same as an active employee. If they continue coverage while on an approved leave of absence, they must remain enrolled in all coverage offered by the **Member** through **RESIG**. Payments for employees on an approved leave of absence should be made directly to the **Member**.

### 15. MEDICAL BENEFIT PLAN

#### a. Administration and Benefits

The **Medical Benefits Plan** shall offer benefits to eligible employees and others in accordance with Section 12 of this Document and the **Plan** documents provided by the insurance provider chosen by the **Representatives** of the **Plan Participants** at a regular or special meeting of the **Board of Directors**.

#### b. Plan Year

The Plan Year for the **Medical Benefits Plan** is from October 1st to September 30th of the following year.



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#### c. Contributions

The **Participants' Contributions** shall be determined by the insurance provider and shall be payable in accordance with the provisions described in the **Plan** documents provided by the provider.

#### 16. DENTAL PLAN

##### a. Administration and Benefits

The **Dental Plan** shall offer benefits to eligible employees and others in accordance with Section 12 of this Document and as approved by the **Participants** at a **Board** meeting. The benefits shall be administered by a third-party administrator approved by the **Participants** at a **Board** meeting and contracted for the services by **RESIG**.

##### b. Plan Year

The **Plan Year** for this **Dental Plan** is from October 1st to September 30th of the following year.

##### c. Actuarial Study

Biennially, the **Executive Committee** shall contract with an independent actuary for a report that projects funding requirements of the **Dental Plan** for the following two fiscal years. The actuary shall also project liabilities outstanding at the end of the two fiscal years.

##### d. Contributions

In accordance with Section 4.a., the contribution rates will be approved by the **Board of Directors** after review of the actuarial study and the target equity policy. The rates may be increased above the independent actuary's suggested rates to meet the target equity for the **Dental Plan**.

##### e. Target Equity

Unallocated Loss Development Reserves shall be targeted at six (6%) percent of total of Ultimate Claim Projections for the previous three (3) program years.

##### f. Return of Equity

If the **Dental Plan** equity is in excess of the target equity stated in e., the **Board of Directors** may return equity from **Plan Years** in which the **Contributions** exceeded the expenses incurred in that **Plan Year**. The return of equity to the **Members** participating in that **Plan Year** shall be in proportion to each **Member's Contributions** are to the total **Contributions** for that **Plan Year**.

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#### 17. VISION PLAN

##### a. Administration and Benefits

The **Vision Plan** shall offer benefits to eligible employees and others in accordance with Section 12 of this Document and in accordance with the **Plan** documents provided by the insurance provider chosen by the **Representatives** of the **Plan Participants** at a regular or special meeting of the **Board of Directors**. .

##### b. Plan Year

The **Plan Year** for this **Vision Plan** is from October 1st to September 30th of the following year.

##### c. Contributions

The **Participants' Contributions** shall be determined by the insurance provider and shall be payable in accordance with the provisions described in the **Plan** documents provided by the provider.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
\_\_\_\_\_  
DISTRICT  
AUTHORIZING THE EXECUTION OF THE  
AMENDED JOINT POWERS AGREEMENT AND BYLAWS,  
AND ADOPT SEPARATE DOCUMENTS FOR EACH  
PROGRAM OF THE  
REDWOOD EMPIRE SCHOOLS' INSURANCE GROUP (RESIG)**

**WHEREAS**, the \_\_\_\_\_ District is a public educational agency organized and existing under laws of the State of California and is a member of the Redwood Empire Schools' Insurance Group (RESIG), a joint powers authority composed of public educational agencies organized and existing under the laws of the State of California; and

**WHEREAS**, on December 5, 2019 the RESIG Board of Directors voted to update and amend the RESIG Joint Powers Agreement and Bylaws, and adopt separate documents for each program which can be amended by participants in the program, and copies of said are attached to this Resolution; and

**WHEREAS**, the \_\_\_\_\_ District concurs in the terms of the amended RESIG Joint Powers Agreement and Bylaws, and program documents as thus adopted;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the  
\_\_\_\_\_ District:

**Section 1.** That the \_\_\_\_\_ District hereby concurs in the terms of the amended RESIG Joint Powers Agreement and Bylaws, and adopted program documents, by the RESIG Board of Directors on December 5, 2019;

**Section 2.** That the \_\_\_\_\_ District hereby authorizes the President of its Governing Board, or his or her designee, to execute a copy of said amended Joint Powers Agreement and Bylaws, and adopted documents for each program a participant of, on behalf of the \_\_\_\_\_ District, and to deliver the signed agreement to the Redwood Empire Schools' Insurance Group, 5760 Skylane Blvd., Suite 100, Windsor CA 95492; and

**Section 3.** That the Secretary of the Governing Board of the \_\_\_\_\_ District is directed to certify a copy of this Resolution and to forward the same to the Redwood Empire Schools' Insurance Group, 5760 Skylane Blvd., Suite 100, Windsor CA 95492.



**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2019 by the following vote:

**ROLL CALL VOTE**

Board Member:	_____	Vote:	_____
Board Member:	_____	Vote:	_____
Board Member:	_____	Vote:	_____
Board Member:	_____	Vote:	_____
Board Member:	_____	Vote:	_____
Board Member:	_____	Vote:	_____
Board Member:	_____	Vote:	_____

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**