

Meeting of the Governing Board

April 21, 2022

Re: Actuarial Services

GASB 74/75 requires that the District have an actuarial for retiree benefits done every other year and a disclosure report on the years in between. In 2020, the board approved a contract with Lou Filliger for services. Unfortunately, Mr. Filliger passed away last year and his clients were transferred to Total Compensations Systems, Inc. We recently received quotes for future services from two companies; Total Compensation Systems, Inc. (TCS) and Actuarial Retirement Consulting (ARC). We have had a good relationship with TCS, but also have experience with ARC as its founder Molly McGee used to work with Mr. Filliger. The cost information is as follows:

TCS \$5220 Full Valuation

 \$2610 Roll Forward

ARC \$3250 Full Valuation

 \$500 Roll Forward

My recommendation is that we grant the contract for actuarial services to ARC.





March 28, 2022

Midge Milici
Chief Business Officer
Bishop Unified School District

Dear Ms. Milici:

Actuarial Retirement Consulting (ARC) has prepared the following scope and fees for the Bishop Unified School District (District). We appreciate the opportunity to provide our services and are available to discuss any questions you may have.

GASB 75

Government Accounting Standards Board (GASB) Statement 75 applies to accounting and financial reporting for postemployment benefits other than pensions. Under GASB 75, a full actuarial report is required at least once every two years. Further, annual disclosure reports are prepared to reflect the discount rate, contributions, payroll, and funding levels as of the measurement period. These annual disclosure reports comply with the requirements, under GASB 75, for fiscal year end reporting in the District's notes to financial statements.

Scope of Work

ARC will prepare a full actuarial valuation report as of June 30, 2022 with three disclosure reports for the fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024.

The full actuarial valuation will include the following:

- Summary of plan provisions and census data.
- Postemployment benefit liabilities including the Present Value of Projected Benefits, Total OPEB Liability, and the Actuarially Determined Contribution.
- Reconciliation of Total OPEB Liability with the prior actuarial report.
- Sensitivity of the Net OPEB Liability with a +/-1% change in discount rate and trend rate.
- Projected explicit and implicit benefit payments.
- Disclosure of actuarial assumptions and certification.

The annual fiscal year end disclosure reports will include the following:

- Summary of plan provisions and census data.
- Determination of changes in the Total OPEB Liability.
- Sensitivity of the Net OPEB Liability with a +/-1% change in discount rate and trend rate.
- OPEB Expense and deferred outflows/inflows of resources related to OPEB.
- Disclosure of actuarial assumptions and certification.

Fees

Our flat fees, for the scope of work detailed above, are listed below. All fees are billed upon delivery of a report.

Full Actuarial Valuation as of June 30, 2022:	\$3,250
Disclosure Report for the fiscal year ending June 30, 2022:	\$500
Disclosure Report for the fiscal year ending June 30, 2023:	\$500
Disclosure Report for the fiscal year ending June 30, 2024:	\$500



Process and Timeline

For a full valuation, ARC will send an Excel spreadsheet containing a checklist of requested data as well as a template for collecting individual participant data, for reference.

For disclosure reports, ARC will send an email of requested data items.

Once complete data is received, full actuarial valuations are typically completed within three to four weeks while disclosure reports take approximately one to two weeks. If the District needs a shorter timeline, we will do our best to accommodate.

Additional Information

ARC is available, upon request, to provide:

- Certificate of professional liability insurance.
- Proof of actuarial certification in good standing.
- References.
- Review and signature of any District contract for the scope of work.

Please feel free to contact us with any questions about this proposal.

Sincerely,
Molly



Molly McGee, ASA, EA, FCA, MAAA
Actuary

Actuarial Retirement Consulting, LLC

3/28/2022
Date

Midge Milici
Chief Business Officer
Bishop Unified School District

Date



TCS Total Compensation Systems, Inc.

March 25, 2022

Midge Milici
Chief Business Officer
Bishop Unified School District
301 N Fowler St
Bishop, CA 93514-2609

Dear Midge,

This letter is our proposal for GASB 74/75 actuarial valuation services. The proposal includes a full actuarial valuation as of June 30, 2022 as well as an anticipated roll-forward valuation as of June 30, 2023.

Fees and Our 10% Discount

To confidently schedule existing clients, we provide an incentive for clients who make a commitment in advance of the valuation date. To reserve a place in our schedule, please send the signed contract and non-refundable deposit of one-half of the full valuation fee by May 31, 2022. By reserving a spot, Bishop Unified School District is not only guaranteed a valuation slot, but is given priority over every client that didn't reserve one.

We give a 10% discount of the full valuation fee as well as of the subsequent roll-forward valuation fee to those who reserve a spot by May 31, 2022. That means that, to reserve a spot, we must receive the signed contract and a check for \$2,610 – i.e. one-half of 90% of \$5,800 – by May 31, 2022. The following table shows our fees under GASB 74/75:

	<u>Full GASB 74/75</u>	<u>GASB 74/75 w/ 10% Discount</u>
Fee for Full Valuation	\$5,800	\$5,220
Roll-forward Valuation for 2 nd Year	\$2,900	\$2,610

Our fees are generally all-inclusive without additional charges for phone calls, re-work, or additional information. However, because the vast majority of our clients do not require an in-person meeting or a separate funding valuation, we prefer not to bake those costs into our standard fees. We do not charge to present valuation results via telephone or a video call or to provide a recommended funding schedule. In the rare cases where an in-person meeting is necessary, we charge based on travel time (to a maximum of \$4,000). Fees for substantial additional funding work are determined based on the scope of the project.

If you choose *NOT* to reserve a spot, we still hope to work with you on the GASB 74/75 valuation, though it will be at the full fee quoted above.

Second Year Roll-Forward Valuation

As you know, GASB 75 requires a full actuarial valuation at least every two years. Because your last full valuation was performed as of June 30, 2020, you are due for this full valuation as of June 30, 2022. While this proposal does include the subsequent roll-forward valuation that we anticipate performing as of June 30, 2023, we will confirm with you prior to performing that work to ensure circumstances have not changed and that you would still like for us to proceed with the roll-forward valuation.

Timing and Data Requirements

Our records indicate that you will use the results of this June 30, 2022 valuation in your financials for the fiscal year ending June 30, 2022. This means that the valuation will be on a compressed timetable with little room for deviation.

The following timeline shows when the primary data items are expected to be provided.

Data Item	Anticipated Delivery	Responsible Party
Census Data	May-July	Bishop Unified School District
Asset Information	July-August	Bishop Unified School District
Audit Report/ACFR	May-July	Bishop Unified School District
Draft Report	July-October	TCS

Please keep in mind that even for an unfunded plan with no asset information necessary, the valuation relies on interest rate information that cannot be obtained prior to June 30, 2022. Therefore, the valuation cannot be completed until after June 30, 2022.

Please let us know if you have any questions about the above or generally about retiree health or pension benefits. We would very much appreciate once again having the opportunity to work with Bishop Unified School District.

Sincerely,



Geoffrey L. Kischuk
Actuary
gkischuk@totcomp.com



Will Kane
Actuary
wkane@totcomp.com



Luis Murillo
Actuary
lmurillo@totcomp.com

We request the following information in order to complete your retiree health actuarial valuation:

- **Census Data.** Demographic information as of June 30, 2022 for active employees eligible for future retiree health benefits and retirees currently receiving health benefits. See below for specific data items needed.
- **Medical Premium Rate Summary.** A summary exhibit that shows the full premium rates (even if the employer only pays up to a certain amount) for medical plans available to active employees and pre-Medicare retirees. Not necessary if you participate in CalPERS Medical as those rates are published and applicable broadly.
- **Audit Report / ACFR.** Your audit report for the fiscal year ending June 30, 2021.
- **Description of Benefit Arrangement.** Either your most recent collective bargaining agreements or a summary of the retiree health benefits and eligibility. If the benefit structure has changed since the last actuarial valuation, a brief description of the change is helpful.
- **Asset Statement.** If retiree health benefits are being funded through an irrevocable trust, please provide the annual trust statement for the full fiscal year ending on June 30, 2022.
- **Formal Funding Policy.** If your plan has a Board-approved funding policy to serve as a basis for an Actuarially Determined Contribution under GASB 75, please let us know (this is relatively rare).
- **Other Useful Information.** Every retiree health plan is unique! If there is information not listed above or below that you believe would be helpful, please feel free to provide it.

For Each Active Employee (any active employee who may become eligible for future retiree health benefits)

- Required Information
 - Date of Birth
 - Sex
 - Date of Hire
 - Employee Group (e.g. Police, Fire, Management, Classified, Certificated, Miscellaneous)
 - Full-Time Equivalent Fraction OR Hours Per Week OR Full-Time / Part-Time Indicator
- Other Information (not required but helpful to have)
 - Name
 - Identifier (e.g. Employee ID, SSN, Last 4 SSN)
 - Active Medical Plan Name, Premium Amount, and Coverage Tier (Single, 2-Party, Family)
 - Salary or Rate of Pay (only needed if you will ask us to calculate the plan's covered payroll)

For Each Retiree (any retiree receiving health coverage (even if self-pay) or health payments through employer)

- Required Information
 - Date of Birth
 - Sex
 - Date of Retirement (to the extent available)
 - Date/Age Benefit Ends (needed if differs amongst retirees – e.g. Lifetime for some / Age 65 for others)
 - Employee Group (e.g. Police, Fire, Management, Classified, Certificated, Miscellaneous)
 - Medical Plan Name and Coverage Tier (Single, 2-Party, Family)
 - Medical Premium – Total Amount (even if employer only pays up to a capped amount)
 - Medical Premium – Employer Portion (including employer reimbursement of Retiree Portion, if any)
 - Medical Premium – Retiree Portion
 - Employer Paid Amount for any Non-Medical Health Benefits (Dental, Vision, Life Insurance, Medicare Part B, HRA Contributions, Cash-In-Lieu, etc.)
- Other Information (not required but helpful to have)
 - Name
 - Identifier (e.g. Employee ID, SSN, Last 4 SSN)

TCS Actuarial Clients

Following is a list of California public employers for which we have performed retiree health valuation services.

Acalanes Union High School District
Acton-Agua Dulce Unified School District
Adelanto Elementary School District
Alameda County Office of Education
Alameda County Waste Management Authority
Alisal Union School District
Allan Hancock Joint Community College District
Alpine Springs County Water District
Alpine Union Elementary School District
Alta Loma School District
Alta Vista Elementary School District
Alvord Unified School District
Amador County Office of Education
Anderson Union High School District
Antelope Valley College
Antelope Valley Mosquito & Vector Control District
Antelope Valley Union High School District
Antelope Valley-East Kern Water Agency
Apple Valley Unified School District
Arcadia Unified School District
Arcohe Union Elementary School District
Armona Union Elementary School District
Aromas-San Juan Unified School District
Arrowbear Park County Water District
Arvin Union School District
Associated Students of San Jose State University
Atascadero Unified School District
Atwater Elementary School District
Auburn Public Cemetery District
Auburn Union Elementary School District
Bakersfield City School District
Baldy View Regional Occupation Program
Banning Unified School District
Banta Elementary School District
Barstow Community College District
Bass Lake Joint Union Elementary School District
Bassett Unified School District
Bay Area Rapid Transit District
Bear Valley Unified School District
Beaumont Unified School District
Beaumont-Cherry Valley Recreation and Park District
Bella Vista Elementary School District
Belmont Redwood Shores School District
Berkeley Unified School District
Big Bear City Airport
Big Bear City Community Services District
Big Pine Unified School District
Bishop Unified School District
Black Butte Union Elementary School District
Blue Lake Union School District
Bonny Doon Union Elementary School District
Branciforte Fire Protection District
Bret Harte Union High School District
Burbank Unified School District
Burlingame Elementary School District
Burnt Ranch Elementary School District
Burton School District
Butte-Glenn Community College District
Buttonwillow Union Elementary School District
Cabrillo College Foundation
Cabrillo Community College District
Cachuma Operation and Maintenance Board
Calaveras County Office of Education
California State University Los Angeles - Auxiliary Services
California State University, Long Beach Research Foundation
Calistoga Joint Unified School District
Camino Union Elementary School District
Carmel Unified School District
Carmichael Water District
Cascade Union Elementary School District
Casitas Municipal Water District
Castaic Union School District
Castro Valley Sanitary District
Castroville Community Services District
Central Elementary School District
Central Union School District
Centralia Elementary School District
Ceres Unified School District
Cerritos Community College District
Chabot-Las Positas Community College District
Chaffey Community College District
Chaffey Joint Union High School District
Chatom Union School District
Chico Unified School District
Chino Valley Unified School District
Chowchilla Elementary School District
Chualar Union School District
Citrus Community College District
City College of San Francisco Bookstore
City of Arcata
City of Auburn
City of Bell
City of Bell Gardens
City of Bellflower

City of Blue Lake
City of Buena Park
City of Calabasas
City of Canyon Lake
City of Capitola
City of Carmel-by-the-Sea
City of Claremont
City of Covina
City of Cypress
City of Diamond Bar
City of Dunn
City of East Carbon
City of El Cajon
City of Elk Grove
City of Emeryville
City of Folsom
City of Fountain Valley
City of Garden Grove
City of Hercules
City of Imperial Beach
City of Industry
City of Irwindale
City of La Puente
City of Lafayette
City of Lake Forest
City of Lakeport
City of Lawndale
City of Lindsay
City of Loma Linda
City of Los Alamitos
City of Manhattan Beach
City of Menifee
City of Mission Viejo
City of Morro Bay
City of Oceanside
City of Orinda
City of Oroville
City of Perris
City of Pomona
City of Porterville
City of Rancho Santa Margarita
City of Riverside
City of Rolling Hills
City of San Clemente
City of San Dimas
City of Scotts Valley
City of Seaside
City of Signal Hill
City of Simi Valley -- General Unit
City of Solvang
City of South Ogden

City of Stanton
City of Twentynine Palms
City of Winters
Claremont Unified School District
Cloverdale Unified School District
Coachella Valley Mosquito and Vector Control District
Coachella Valley Unified School District
Coast Community College District
Coastline Regional Occupational Program
Coastside County Water District
Coastside Fire Protection District
Cold Spring Elementary School District
College and Career Advantage
College of the Desert
College of the Redwoods
College of the Sequoias
College of the Siskiyous
Columbia Elementary School District
Colusa County Office of Education
Compton Community College District
Compton Creek Mosquito Abatement District
Conrad Hilton Foundation
Contra Costa Community College District
Contra Costa County Office of Education
Copper Mountain Community College District
Corcoran Joint Unified School District
Corning Union Elementary School District
Corning Union High School District
Corona-Norco Unified School District
Cotati-Rohnert Park Unified School District
Cottonwood Fire Protection District
Cottonwood Union School District
Crestline Sanitation District
Cuesta College
Cuttan Elementary School District
Cypress School District
Davis Joint Unified School District
Dehesa Elementary School District
Del Norte County Schools
Del Paso Manor Water District
Delano Joint Union High School District
Delano Union School District
Denair Unified School District
Desert Center Unified School District
Desert Health Care District
Desert Sands Unified School District
Dinuba Unified School District
Diocese of San Bernardino
Dos Palos Oro Loma Joint Unified School District
Douglas City Elementary School District
Downey Unified School District

Duarte Unified School District
Ducor Union Elementary School District
Durham Unified School District
East Whittier City School District
Eastside Union School District
El Camino Community College District
El Dorado Hills County Water District
El Dorado Irrigation District
El Dorado Union High School District
El Rancho Unified School District
El Segundo Unified School District
El Toro Water District
Elk Grove Benefit Employee Retirement Trust
Elk Grove Unified School District
Emery Unified School District
Encinitas Union Elementary School District
Enterprise Elementary School District
Escalon Unified School District
Escondido Union School District
Etiwanda School District
Eureka City Schools
Fairfax Elementary School District
Fairfield-Suisun Sewer District
Feather River Air Quality Management District
Feather River Community College District
Ferndale Unified School District
Fieldbrook Elementary School District
Fillmore Unified School District
First 5 San Benito
Folsom-Cordova Unified School District
Fontana Unified School District
Foothill-DeAnza Community College District
Fortuna Union High School District
Fountain Valley Elementary School District
Fowler Unified School District
Franklin Elementary School District
Fremont Union High School District
Freshwater School District
Fresno County Superintendent of Schools
Fruitvale Elementary School District
Fullerton Elementary School District
Galt Joint Union Elementary School District
Garfield School District
Glendale Community College District
Glenn County Office of Education
Glenn-Colusa Irrigation District
Gold Coast Transit
Gold Oak Union Elementary School District
Goleta Water District
Goleta West Sanitary District
Grant Elementary School District

Gravenstein Union Elementary School District
Great Basin Unified Air Pollution Control District
Greater Anaheim Special Education Local Plan Area
Greenfield Union Elementary School District
Greenfield Union School District
Gridley Unified School District
Grossmont Healthcare District
Grossmont Union High School District
Grossmont-Cuyamaca Community College District
Guadalupe Union Elementary School District
Guerneville Elementary School District
Gustine Unified School District
Happy Valley Union Elementary School District
Harmony Union Elementary School District
Hart Ransom Academic Charter School
Hart Ransom Union Elementary School District
Hartnell Community College District
Healdsburg Unified School District
Helix Water District
Hemet Unified School District
Hi-Desert Water District
Hillsborough City School District
Housing Authority of the City of Eureka
Housing Authority of the City of Los Angeles
Housing Authority of the County of San Joaquin
Hueneme Elementary School District
Hughson Unified School District
Humboldt Bay Harbor Recreation and Conservation District
Humboldt County Office of Education
Humboldt State University Center
Humboldt Transit Authority
Huntington Beach City Elementary School District
Imperial Community College District
Imperial County Office of Education
Indian Wells Valley Water District
Inland Empire Utilities Agency
Ironhouse Sanitary District
Jacoby Creek School District
Jefferson School District
Jefferson Union High School District
John Swett Unified School District
Julian Union High School District
Junction Elementary School District
Jurupa Unified School District
Kaweah Delta Water Conservation District
Kentfield Elementary School District
Kerman Unified School District
Kern Community College District
Kern Council of Governments
Kern County Law Library

Kern County Office of Education
Kernville Union School District
Kings Canyon Joint Unified School District
Kings County Office of Education
Kings River Union Elementary School District
Kings River-Hardwick Union School District
Kingsburg Elementary Charter School District
Kit Carson Union Elementary School District
Knights Ferry Elementary School District
Knightsen Elementary School District
La Habra City School District
La Puente Valley County Water District
Lafayette School District
Laguna Beach County Water District
Laguna Beach Unified School District
Lake Elsinore Unified School District
Lake Hemet Municipal Water District
Lake Tahoe Community College District
Lakeside Fire Protection District
Lakeside Union Elementary School District
Lamont Elementary School District
Lancaster School District
Larkspur-Corte Madera School District
Las Lomas School District
Las Virgenes Municipal Water District
Las Virgenes Unified School District
Lassen Community College District
Lassen County Office of Education
Lassen Municipal Utility District
Lassen Union High School District
Laton Unified School District
Lawndale Elementary School District
Le Grand Union Elementary School District
Lemon Grove School District
Lemoore Union Elementary School District
Lemoore Union High School District
Lewiston Elementary School District
Liberty Union High School District
Lindsay Unified School District
Littlerock Creek Irrigation District
Live Oak School District
Live Oak Unified School District
Livermore Valley Joint Unified School District
Livingston Union School District
Local Agency Formation Commission for the County of
Los Angeles
Lodi Unified School District
Lolita Union Elementary School District
Long Beach City College
Loomis Union School District
Los Alamitos Unified School District

Los Angeles County Law Library
Los Angeles County West Vector & Vector-Borne
Disease Control District
Los Gatos-Saratoga Joint Union High School District
Lost Hills Union Elementary School District
Lower Tule River Irrigation District
Lucia Mar Unified School District
Luther Burbank Elementary School District
Magnolia School District
Mammoth Unified School District
Manzanita Elementary School District
March Joint Powers Authority
Marin Community College District
Marin County Office of Education
Mark West Union School District
Martinez Unified School District
Marysville Joint Unified School District
McCabe Union Elementary School District
McFarland Unified School District
McKinleyville Union School District
Meadows Union Elementary School District
Meeks Bay Fire Protection District
Mendocino-Lake Community College
Menlo Park City School District
Merced Community College District
Merced County Office of Education
Merced Union High School District
Mid-Placer Public Schools Transportation Agency
Mill Valley Elementary School District
Millbrae School District
Mission Valley ROP
Mojave Unified School District
Mono County Office of Education
Monroe Elementary School District
Montecito Sanitary District
Montecito Water District
Monterey Peninsula Community College District
Monterey Peninsula Unified School District
Monterey Regional Waste Management District
Moraga School District
Moreland School District
Morongo Unified School District
Mosquito & Vector Management District of Santa
Barbara County
Mount San Antonio Community College District
Mount San Antonio Community College District
Auxiliary
Mount Shasta Union School District
Mountain Valley Special Education JPA
Mountain Valley Unified School District
Mountain View Elementary School District

Mountain View Los Altos Union High School District
Mt. Diablo Unified School District
Mt. San Jacinto Community College District
Municipalities, Colleges and Schools Insurance Group
Murrieta Valley Unified School District
Napa County Office of Education
Napa Valley Community College District
Natomas Unified School District
Nevada Joint Union High School District
New Hope Elementary School District
New Jerusalem Elementary School District
Newman Crows Landing Unified School District
North Coast Unified Air Quality Management District
North County Fire Protection District of San Diego
County
North Monterey County Unified School District
North of the River Municipal Water District
North Orange County Community College District
North Orange County Regional Occupational Program
North Tahoe Fire Protection District
Northwest Mosquito and Vector Control District
Norwalk La Mirada Unified School District
Novato Unified School District
Nuview Union School District
Oak Valley Union Elementary School District
Oakdale Joint Unified School District
Oakley Union Elementary School District
Ocean View School District
Oceanside Unified School District
Ohlone Community College District
Ojai Valley Sanitary District
Old Adobe Union School District
Olympic Valley Public Service District
Ontario Montclair School District Board of Trustees
Orange Center School District
Orange County Superintendent of Schools
Orange Unified School District
Orcutt Academy Charter
Orcutt Union School District
Orland Unified School District
Oroville City Elementary School District
Oroville Union High School District
Otay Water District
Owens Valley Unified School District
Oxnard School District
Oxnard Union High School District
Pacheco Union School District
Pacific Grove Unified School District
Pacific Union School District
Pacifica School District
Pajaro Valley Public Cemetery District

Pajaro Valley Unified School District
Palermo Union Elementary School District
Palm Ranch Irrigation District
Palm Springs Unified School District
Palo Verde Community College District
Palo Verde Unified School District
Palomar Community College District
Paradise Elementary School District
Paradise Irrigation District
Paradise Unified School District
Parlier Unified School District
Pasadena Area Community College District
Patterson Joint Unified School District
Peralta Community College District
Perris Elementary School District
Pico Water District
Piedmont Unified School District
Pioneer Union School District
Placentia-Yorba Linda Unified School District
Placer County Office of Education
Placer Hills Union School District
Placerville Union Elementary School District
Planada Elementary School District
Pleasant Valley School District
Pleasant View Elementary School District
Pleasanton Unified School District
Plumas County Community Development Commission
Port of Hueneme - Oxnard Harbor District
Porterville Unified School District
Poway Unified School District
Processing Tomato Advisory Board
PSA2 Area Agency on Aging
Rancho Santiago Community College District
Ravenswood City Elementary School District
Reclamation District No. 1000
Reclamation District No. 900
Red Bluff Joint Union High School District
Redlands Unified School District
Reed Union School District
Reef-Sunset Unified School District
Rescue Fire Protection District
Richgrove Elementary School District
Rim of the World Unified School District
Rincon del Diablo Municipal Water District
Rincon Valley Union School District
Rio Bravo-Greeley Union Elementary School District
Rio Dell Elementary School District
Rio Hondo Community College District
Riverbank Unified School District
Riverdale Joint Unified School District
Riverside Transit Agency

Roberts Ferry Elementary School District
Robla School District
Rocklin Unified School District
Rodeo-Hercules Fire Protection District
Rosedale Union School District
Roseland Elementary School District
Roseville City School District
Ross School District
Ross Valley Elementary School District
Rowland Unified School District
Rubidoux Community Services District
Sacramento Suburban Water District
Saddleback Valley Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Bernardino City Unified School District
San Bernardino Community College District
San Bernardino County Superintendent of Schools
San Bruno Park School District
San Carlos School District
San Diego County Office of Education
San Francisco Community College District
San Francisco Unified School District
San Gabriel Unified School District
San Gabriel Valley Mosquito & Vector Control District
San Jacinto Unified School District
San Joaquin County Office of Education
San Joaquin Delta Community College District
San Juan Water District
San Lorenzo Unified School District
San Luis Coastal Unified School District
San Luis Obispo County Office of Education
San Marino Unified School District
San Mateo County Community College District
San Mateo County Office of Education
San Mateo County Schools Insurance Group
San Mateo Union High School District
San Miguel Consolidated Fire Protection District
Santa Ana Unified School District
Santa Barbara Community College District
Santa Barbara County Association of Governments
Santa Barbara County Education Office
Santa Barbara San Luis Obispo Regional Health Authority (CenCal)
Santa Clarita Community College District
Santa Cruz County Office of Education
Santa Maria Joint Union High School District
Santa Maria Public Airport District
Santa Monica Community College District
Santa Paula City Housing Authority
Santa Rita Union School District

Santa Ynez River Water Conservation District
Saucelito Irrigation District
Savanna Elementary School District
Scotia Union Elementary School District
Scotts Valley Fire Protection District
Scotts Valley Water District
Seeley Union Elementary School District
Selma Kingsburg Fowler County Sanitation District
Sequoia Union High School District
Serrano Water District
Shasta County Office of Education
Shasta Regional Transportation Agency
Shasta Tehama Trinity Joint Community College District
Shasta Union High School District
Shasta Union High School District Charter Schools
Shasta-Trinity ROP JPA
Sierra Joint Community College District
Sierra Lakes County Water District
Sierra Sands Unified School District
Sierra Unified School District
Silicon Valley Clean Water
Silver Valley Unified School District
Siskiyou County Office of Education
Siskiyou Union High School District
Solano County Community College District
Solano County Office of Education
Soledad Unified School District
Sonoma Valley Unified School District
South Bay Union School District
South County Support Services Agency
South Fork Union School District
South Monterey County Joint Union High School District
South Pasadena Unified School District
South San Francisco Unified School District
South San Luis Obispo County Sanitation District
Southern California Library Cooperative
Southern Humboldt Joint Unified School District
Southern Kern Unified School District
Southern Trinity Joint Unified School District
Southwest Transportation Agency
Southwestern Community College District
Standard Elementary School District
Stanislaus County Office of Education
Stanislaus Union School District
Stege Sanitary District
Stockton Unified School District
Strathmore Union Elementary School District
Successor Agency to the Redevelopment Agency of the City and County of San Francisco dba San Francisco Office of Community Investment and Infrastructure (OCII)

Sundale Union Elementary School District
Sunnyside Union Elementary School District
Susanville Sanitary District
Susanville School District
Sutter Cemetery District
Sutter County Office of Education
Sweetwater Authority
Taft City School District
Tahoe-Truckee Sanitation Agency
Tahoe-Truckee Unified School District
TCS Miscellaneous
Temple City Unified School District
Thermalito Union Elementary School District
Town of Ross
Tracy Joint Unified School District
Trinidad Union School District
Trinity Alps Unified School District
Trinity County Office of Education
Truckee Fire Protection District
Truckee Sanitary District
Trust for Retirees of Associated California Schools
Tulare City School District
Tulare County Office of Education
Tulare Joint Union High School District
Tulare Mosquito Abatement District
Turlock Unified School District
Tustin Unified School District
United Water Conservation District
Upper Lake Unified School District
Upper San Gabriel Valley Municipal Water District
Val Verde Unified School District
Vallecito Union School District
Vallecitos Water District
Valley County Water District
Valley Home Joint School District
Valley Sanitary District
Ventura County Community College District
Ventura County Office of Education
Victor Elementary School District
Victor Valley Community College District
Victor Valley Union High School District
Victor Valley Wastewater Reclamation Authority
Vineland Elementary School District
Walnut Creek School District
Waltham Housing Authority
Wasco Union Elementary School District
Washington Unified School District
Washington Union School District
Weed Union Elementary School District
West Cities Police Communications JPA
West Contra Costa Transportation Advisory Committee

West Hills Community College District
West Kern Community College District
West Sonoma County Union High School District
West Valley Mission Community College District
Western Placer Unified School District
Westside Union School District
Westwood Unified School District
Wheatland School District
Wheatland Union High School District
Williams Unified School District
Willits Unified School District
Windsor Unified School District
Winters Joint Unified School District
Winton School District
Woodland Joint Unified School District
Woodside Elementary School District
Woodville Union School District
Yolo County Office of Education
Yosemite Community College District
Yreka Union Elementary School District
Yreka Union High School District
Yuba Community College District
Yuba County Office of Education
Yucaipa-Calimesa Unified School District

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 28th day of March, 2022 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Bishop Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2023, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
BISHOP UNIFIED SCHOOL DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: March 25, 2022

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results can be split by up to five employee classes. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's in-person attendance at any meetings. Services also do not include a separate funding valuation unless requested by Customer.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$5,800. One-half, or \$2,900 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$2,900 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$2,900 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$2,610 by May 31, 2022, all amounts shown above shall be reduced by 10%.