



Internal Use Only
UST Account Number:

PARTICIPATION AGREEMENT

Unemployment Services Trust

This Participation Agreement is made between Girl Scouts Western Ohio (“Employer” or “Participating Employer”) and the Unemployment Services Trust (“Trust”) acting by and through its Trustees (“Trustees”). This Participation Agreement shall at all times be subject to the Trust Agreement of Unemployment Services Trust, as currently in effect. In the event of any conflict, the provisions of the Trust Agreement shall control.

RECITALS

The Trust was established as a grantor trust to provide eligible nonprofit participating employers with an alternative means for funding (reimbursing) unemployment costs for former employees who have terminated their employment with such employers pursuant to authority provided under 26 USC §3303(e).

The undersigned Participating Employer hereby affirms that it meets all of the qualifications for participation in the Trust and that it wishes to participate in and contribute to the Trust as a Participating Employer in order to fulfill its reimbursement obligations to a Participating State under the applicable unemployment insurance law of that Participating State.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants and for good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties agree as follows:

TRUSTEE RESPONSIBILITIES

- I. For as long as the Participating Employer participates in the Trust, the Trustees shall provide such services to and on behalf of the Participating Employer in the manner provided, and subject to the conditions set forth, in the Trust Agreement that accompanies this Participation Agreement.

ADOPTION OF THE TRUST

- II. The Participating Employer shall abide by the terms of the Trust Agreement, which is hereby incorporated into this Agreement as if fully set forth herein, by all amendments to the Trust Agreement adopted and by all rules and procedures as are established for Participating Employers from time to time by the Trustees.

EMPLOYER RESPONSIBILITIES

- III. The Participating Employer further agrees that it shall:
- A. Timely make contributions to the Trust in such amount and such times as is established by the Trustees, or by their authorized representatives and subject to revision or adjustment at such time as information is obtained requiring such revision or adjustment.
 - B. Timely pay any other charges assessed against Participating Employer and promptly pay late payment penalty charges and accrued interest (if any) in such amounts as determined by the Trustees in their sole and absolute discretion.
 - C. Promptly provide, as required by the Trustees, payroll information or any other relevant information regarding Participating Employer's employees and claim information regarding separated employees. This requirement includes, but is not limited to, making available payroll and claim records for reasonable inspection by authorized representatives of the Trust.
 - D. Participate in necessary meetings, programs and training sessions as requested by the Trustees, the Executive Director, the Trust's administrative representatives, the Claims Monitor, or any other authorized representative.
 - E. Undertake such procedures recommended by the Trust through its authorized representatives for the purpose of reducing claims or otherwise facilitating the prudent and efficient operation of the Trust.
 - F. Maintain Participating Employer's present status as exempt from taxation under Section 501(c)(3) of the Internal Revenue Code or as otherwise eligible for participation in the Trust under applicable law and inform the Trustees immediately of any change in its eligible status.
 - G. Comply with the terms of the Trust's rules and procedures, as revised and updated from time to time and made available to Participating Employer.

EMPLOYER REVOCATION OF PARTICIPATION OR TERMINATION BY THE TRUST

- IV. The Participating Employer may revoke its participation in the Trust with ninety (90) days advanced written or electronic notice to the Trustees as received and acknowledged by the Trust's authorized representatives.
- A. Upon effective notice of revocation of participation the Trustees shall:
 - 1. Immediately notify the Participating State that the Employer will be paying its unemployment responsibility directly to the Participating State for all charge statements received on and after the effective date of termination as determined by the Trustees;
 - 2. As soon as is practicable return to the revoking Employer its individual account balance in the Trust subject to the following provisions:

- a. Employer's individual account balance shall be reduced by its proportional share of the amount of any unpaid expenses of the Trust and by the amount of any unpaid liabilities directly attributable to the employer; and
 - b. The Trustees may in their discretion retain an amount equal to the estimated pro-rated expenses and costs of the Trust attributable to the Employer until such time as the Trust receives the final audit report for the year in which the revocation is effective as an offset against unpaid expenses or costs reasonably attributable to the revoking Employer. The Trust's final audit report shall control with respect to the amount of expenses proportionally attributed to Employer.
3. For revoking Employers operating in Participating States with laws or provisions that require direct reimbursing employers to maintain a surety bond to ensure the financial obligation to the Participating State the following additional provisions shall apply:
 - a. In the event the Trustees have obtained a surety bond or other such obligation on behalf of the revoking Employer which remains in force on the effective date of Employers revocation and such surety bond or other obligation of the Trust cannot be canceled or replaced under its terms or by application of state law, then the Trustees reserve the right to offset from the revoking Employer's account balance an amount equal to the face amount of the surety bond or other obligation of the Trust until such time as the surety bond expires by its own terms or is successfully replaced in the discretion of the Trustees. If the revoking Employer replaces the Trust's surety bond or other obligation with revoking Employer's own surety bond at the effective date of revocation, then the Trustees shall offset the amount of premium or other costs paid by the Trust on revoking Employer's behalf to obtain the original surety bond or other such obligation. Any such amounts held or offset by the Trustees related to any surety bond or other obligation shall be in addition to such amounts retained for unpaid attributed proportional expenses as set out above.
- B. In the event the revoking Employer's account balance calculation reflects a deficit, the revoking Employer shall immediately contribute to the Trust a sufficient sum to eliminate the deficit. The Trustees will not pay any claims of the revoking Employer after the effective date of revocation. In the event a revoking Employer with an account balance calculation that reflects a deficit does not immediately eliminate the deficit, then such revoking Employer shall be required to reimburse the Trust for such deficit together with interest thereon at a rate equal to the then current prime interest rate as determined by the Trustees plus an additional three percent (3%) compounded annually with interest calculated from such date as the Trustees determine is appropriate.
- C. The revoking Employer shall reimburse the Trust in the amount of any claims advanced to a Participating State by the Trust after the effective date of revocation together with interest thereon at a rate equal to the then current prime interest rate as determined by the Trustees plus an additional three percent (3%) compounded annually in the event any such payments are made by the Trustees. In no event are the Trustees obligated to pay claims attributable to base periods of employment after the effective date of revocation.

- D. The obligations in this part IV shall survive termination of this Agreement and are at all times subject to the then current provisions of the Trust Agreement.
- V. The Trustees, in their sole discretion, may terminate the participation of the Participating Employer in the event of failure to comply with the requirements of this Agreement or of the Trust Agreement. The Trustees shall give the Employer ten (10) days advance written or electronic notice of termination. The effective date of this termination is retroactive to the first day after the last quarter for which full payment of assessed contributions and charges have been received. In the event of the Participating Employer's termination by the Trustees, the provisions of sections IV shall apply with respect to the Participating Employer's account balance.

INDEMNIFICATION

- VI. In no event shall the Trustees be liable for any of Participating Employer's unemployment claims obligations or related costs, fees, fines, interest or penalties after the effective date of such Employer's revocation or termination. Further, Participating Employer shall indemnify and hold the Trustee's harmless together with its Executive Director, authorized representatives, employees (if any), agents, service providers, successors and assigns against any and all liability for any unemployment claims incurred after the effective date of revocation or of termination, including all fees, fines, interest, penalties, attorney's fees, awards, judgments or other costs related directly or indirectly from an unemployment claim made against Employer after the effective date of revocation or of termination of Employer's participation in the Trust.

ARBITRATION

- VII. Any controversy between Participating Employer and the Trustees involving the construction or application of any of the terms, covenants, or conditions of this Agreement or of the Trust Agreement, as it applies to Participating Employer's obligations for participation in the Trust shall, on written request of one party served on the other pursuant to Article X, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the American Arbitration Association governing commercial disputes presently in effect and as may be amended from time to time. Arbitration shall take place in the County of Santa Barbara, State of California, and the hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said county as is selected by the arbitrators. The costs of such arbitration, including attorneys' fees, shall be borne by the losing party or in such proportions as the arbitrators shall decide. Judgment confirming the award of the arbitrators may be rendered by any Superior Court having jurisdiction; or such court may vacate, modify, or correct the award.

In no event shall any efforts or actions of the Trustees to collect a deficit account balance from a Participating Employer, whether or not currently participating in the Trust, be subject to this part VII. The Trustees shall be authorized to collect a deficit account from Participating Employer using such means as are determined appropriate. The ability to collect a deficit account shall survive termination of this Agreement.

OTHER PROVISIONS

- VIII. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- IX. All references to specific statutes, codes, or regulations shall include any successors.
- X. This Participation Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- XI. This Participation Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to participation in the Unemployment Services Trust. Each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Participation Agreement.
- XII. The address of the Employer until written or acknowledged electronic notice of change is provided is set forth in the signature block below. The address of the Trustees until written or acknowledged electronic notice of change is provided shall be:

**The Trustees of the Unemployment Services Trust
 c/o Association Group Insurance Administrators ("AGIA")
 1155 Eugenia Place
 Carpinteria, California 93013-2062**

The effective date of this Participation Agreement is 1/1/2021.

The individual executing this Agreement on behalf of Participating Employer expressly represents that he/she is duly authorized to bind Participating Employer to this Participation Agreement and, by so executing, said individual does hereby bind Participating Employer.

Participating Employer:

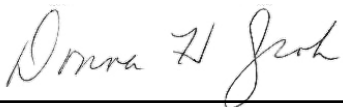
Girl Scouts Western Ohio

 (Entity name)

By: _____
 (Print name and title)

 (Signature)

For the Unemployment Services Trust:

By: 

 Donna Groh, Executive Director

Executed this ____ day of _____, 20____.