



SISC

Self-Insured Schools
of California
Schools Helping Schools

**PROPERTY AND LIABILITY
BOARD OF DIRECTORS MEETING
JUNE 20, 2024
10:30 A.M.**

AGENDA

I. Consent Agenda

- A. Approval of Minutes for May 2024 Board of Directors Meeting Dave Ostash
- B. Approval of Payment of Student Insurance Claims in the Amount of \$61,823.94 and \$578.79 in Tackle Football Claims for the Month of May 2024 Dave Ostash

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

II. Public Comment

III. Closed Session- Property and Liability Claims

The board may be required to adjourn to closed session for discussion of matters regarding a claim for the payment of tort liability losses, public liability losses, or workers’ compensation liability, authorized by Government Code 54956.95.

District	File Number	Claimant
Antelope Valley Union High School District By Ty Taylor	2020036944	A.A. (a minor) L-BI
Lake Elsinore Unified School District By Ryan Bourget	2021039203	Caroline Trimble L-PI
Caruthers Unified School District By Ryan Bourget	2022042923	Edgar Friez L-BI
Pioneer Union School District By Ryan Bourget	2024049174	Gabriel Cruz L-BI

IV. Reconvene To Open Session

A. Reports from Closed Session, if Required

V. Action Items

- A. Report of Property and Liability Claims in the Amount of \$1,406,625.80 for the Month of May 2024 and Ratification of Payment of this Amount Robert Kretzmer

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- B. Financial Report – Presentation of Financial Statements for the Month of May 2024 Will Be Submitted for Approval Kim Sloan

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- C. Request Approval of the 2024-2025 Budget Kim Sloan

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- D. Request Approval of the 2024-2025 Board Meeting Times, Dates and Places Dave Ostash

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

VI. Information and Discussion Items

- A. Review of the 2024-2025 Memorandum of Coverage Robert Kretzmer

- B. Comments from the Board of Directors Will Be Heard Dave Ostash

- C. Next Meeting: Dave Ostash

Thursday, July 18, 2024

10:30 a.m.

SISC Board Room, 4th Floor – Larry E. Reider Education Center

2000 K Street, Bakersfield, CA 93301

- D. Adjournment Dave Ostash

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

Any materials required by law to be made available to the public prior to a meeting of the Governing Board of the SISC II JPA can be inspected at the following address during normal business hours at:

2000 K Street, Bakersfield, CA. 93301

For more information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Kristy Comstock at 661-636-4682 or

krcomstock@siscschools.org

*The number of Board Members needed to form a quorum for this meeting is eight

PROPERTY & LIABILITY TERMINOLOGY

1. **AMERICANS WITH DISABILITIES ACT (ADA)** - A federal act designed to set standards to remove the barriers to employment, transportation, public accommodations, public services, and telecommunications that exist for those members of our society who have physical disabilities. The act encompasses aspects of everyday life and generates wide ranging implications for almost every business or service.
2. **CIVIL RIGHTS VIOLATIONS** - The term applied to tort claims involving issues of sexual harassment; wrongful termination; employment, age, gender or race discrimination; ADA; employment harassment. If Plaintiff prevails, even partially, this type of case entitles plaintiff to also collect attorney fees.
3. **CLAIM TYPES** – The internal coding systems for claims includes:

ABI – Auto Bodily Injury	BM – Boiler/Machinery	LPI – Liability Personal Injury
ACL – Auto Collision	CF – Crime/Fidelity	LPD - Liability Property Damage
ACP – Auto Comprehension	LBI – Liability Bodily Injury	P - Property
AGK – Auto Garage Keepers	LEO – Liability Errors Omissions	SE - Special Education
APD – Auto Property Damage		
4. **CLASS ACTION** – A lawsuit in which one person or a small group of people represent the interests of an entire class of people in litigation.
5. **COMPARATIVE NEGLIGENCE** - A more modern system of allocating damages between two or more persons than the method of contributory negligence. Under comparative negligence, the damages collectible in relation to another person are diminished in proportion to one's degree of negligence. In most instances, damages cannot be collected at all if the claimant's negligence were greater than that of the other party. Currently, in a few instances, the courts have awarded both parties damages as a percent of the total damages, depending on respective degrees of fault.
6. **CROSS COMPLAINT** – A claim asserted by a defendant against another party to the action. Also termed (in some jurisdictions) *cross petition*. A claim asserted by a defendant against a person not a party to the action for a matter relating to the subject of the action.
7. **DECLARATORY RELIEF ACTION** - Remedy for the determination of a judicial controversy where a plaintiff or defendant is in doubt as to their legal rights. No consequential relief is awarded.
8. **ERRORS AND OMISSIONS (E&O)** - A form of Professional Liability insurance which provides coverage for mistakes made in a profession not involved with the human body (lawyers, architects, engineers) or for mistakes made in a service business (insurance, real estate, and others). Also a form of coverage for financial institutions protecting against loss to lending institutions which fail to effect insurance coverage.
9. **HEARSAY** – Testimony by a witness based not on his or her own observations but on what someone else said, offered in evidence to prove the truth of what was said.
10. **HOLD HARMLESS AGREEMENT** - A contractual arrangement whereby one party assumes the liability inherent in a situation, thereby relieving the other party of responsibility. Such agreements are typically found in leases and easements and construction contract agreements. Agreement or contract in which one party agrees to hold the other without responsibility for damage or other liability arising out of the transaction involved.
11. **INCURRED LOSSES** – The amount equal to paid losses and losses for which the insurer is liable but has not yet paid.
12. **INJUNCTIVE RELIEF ACTION** - Legal action filed for prohibitive or equitable relief. An action filed to forbid an act or to restrain someone from continuing an act which is considered unjust or injurious.
13. **MORAL HAZARD** – A condition that may lead a person to intentionally cause or exaggerate a loss.
14. **MOTION FOR SUMMARY JUDGMENT** - Rule of civil procedure permitting either side in a civil suit to move for dismissal when it is believed that there is no genuine issue of material fact that would allow the other side to prevail as a matter of law. The "motion" may include all or part of a claim.
15. **MOTION IN LIMINE** – A pretrial request that certain inadmissible evidence not be referred to or offered at trial.
16. **PERSONAL INJURY** - Injury, other than bodily injury, results from oral or written communication.
17. **PUNITIVE DAMAGES (Exemplary)** - Damages awarded separately and in addition to compensatory damages, usually on account of malicious or wanton misconduct, to serve as a punishment for the wrongdoer and, possibly, as a deterrent to others. Sometimes referred to as "exemplary damages" when intended to "make an example" of the wrongdoer. By law, government entities are immune from punitive damages.
18. **RESERVATION OF RIGHTS LETTER** – An insurer's letter that specifies coverage issues and informs the insured that the insurer is handling a claim with the understanding that the insurer may later deny coverage should the facts warrant it.
19. **SUBROGATION** - In insurance, the substitution of one party (insurer) for another party (insured) to pursue any rights the insured may have against a third party liable for a loss paid by the insurer.
20. **TORT** - A legal wrong arising from a breach of duty fixed by law, except under contract, causing injury to persons or property and redressible by legal action for damages. Government entities are ruled by the Tort Claims Act.
21. **VENUE** – The locale in which the lawsuit may be brought.



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**PROPERTY AND LIABILITY
BOARD OF DIRECTORS MEETING
MAY 16, 2024
10:30 A.M.**

MINUTES

The Regular Meeting of the Board of Directors of SISC II Property and Liability Program was called to order by Director Ostash at 10:30 a.m. on Thursday, May 16, 2024 in the SISC Board Room of the Larry E. Reider Building, 2000 K Street, Bakersfield, California 93301. The following individuals were in attendance:

MEMBERS PRESENT:

Dave Ostash
Steve Martinez
Ty Bryson
Sue Lemon
Katie Russell (arrived at 10:37)
Brad Pawlowski
Orin Hirschhorn
Robert Hughes

ALTERNATES PRESENT:

Christian Shannon
Ramon Hendrix

OTHERS PRESENT:

Kim Sloan
Megan Hanson
Kristy Comstock
Rich Edwards
Fred Bayles
Robert Kretzmer
Ty Taylor
Ryan Bourget
Lisa Pitstick
Randy Rogers
Elsa Lara

Consent Agenda

Motion was made by Director Martinez, seconded by Director Hirsch Korn and by roll call vote of 8-Yes, 0-No, and 0 Abstentions (8-0-0) to approve the Consent Agenda as follows:

Minutes

Approval of Minutes for April 2024 Board of Directors Meeting

Student Insurance and Tackle Football Claims

Approval of payment of Student Insurance Claims in the Amount of \$84,606.55 and No Tackle Football Claims for the month of April 2024.

Public Comment

None

Closed Session – Property & Liability Claims

The Board went into closed session at 10:31 a.m.

Reconvene to Open Session

The Board reconvened into open session at 10:52 a.m.

With respect to the claim filed by E.P. (a minor) against Tehachapi Unified School District after discussion, motion was made by Director Hughes, seconded by Director Hirsch Korn and by roll call vote of 9-0-0 the board approved the payment of an undisclosed amount for the settlement of this claim with E.P.
With respect to the claim filed by Carson Patterson against Rosedale Union School District after discussion, motion was made by Director Martinez, seconded by Director Russell and by roll call vote of 8-0-1 (abstention by Director Lemon) the board approved the payment of a ratified amount of \$45,816.52 with an additional amount of \$185.00 for the settlement of this claim with Carson Patterson.
With respect to the claim filed by Walter and Susan Davis against Panama - Buena Vista Union School District after discussion, motion was made by Director Lemon, seconded by Director Hirsch Korn and by roll call vote of 8-0-1 (abstention by Director Russell) the board approved the payment of \$150,000.00 for the settlement of this claim with Walter and Susan Davis.
With respect to the claim filed by Mojave Unified School District after discussion, motion was made by Director Russell, seconded by Director Pawlowski and by roll call vote of 9-0-0 the board approve the payment of \$27,817.91 for restoration cleaning of walls, ceilings, floors and all fixtures in the locker rooms, bathrooms and hall due to heavy smoke damage.

Action Items

Report of Property and Liability Claims – April 2024

Robert Kretzmer presented the Report of Property and Liability Claims. There were 61 new claims, 33 claims were closed and no claims reopened in April, resulting in 529 pending claims. Robert reviewed the check register for April 2024, reporting on six checks that were in excess of \$25,000.00. After discussion, motion was made by Director Pawlowski, seconded by Director Hirsch Korn and by roll call vote of 9-0-0, approving payment of Property and Liability Claims in the amount of \$1,263,334.47 for the month of April 2024.

Financial Report

Kim Sloan reviewed with the Board the Financial Report for the period ending April 30, 2024. Kim reported the LAIF rate for the month of April 2024 increased to 4.27% from last month at 4.23%. After discussion, motion was made by Director Russell, seconded by Director Hughes and by roll call vote of 9-0-0, approving the Financial Reports as submitted.

Approval of Increasing Authority Limit for Cases not Requiring Board Approval

Dave Ostash discussed increasing authority limit for cases not requiring board approval to \$50,000.00. After discussion, motion was made by Director Martinez, seconded by Director Hughes and by roll call vote of 9-0-0, approving the increase in authority limit to \$50,000.00 as discussed.

Information and Discussion Items

Property & Liability Claims Count Report

Ty Taylor reviewed the Property & Liability claims count report with the Board.

Student Insurance Claims Count Report

Elsa Lara reviewed the Student Insurance claims count report with the Board.

Safety & Loss Report

Randy Rogers reviewed the Safety & Loss report with the Board.

Comments from the Board

Dave reviewed the results of the Board of Directors Election for the next fiscal year, informed the board that invites for the SISC Annual Board Meeting will go out around July 1st, Navitus will be our breakfast meeting speaker and the Property & Liability Defense Counsel Summit will be on Wednesday, October 16th at Vespera Hotel.

Adjournment

There being no further business to come before the Board, motion was made by Director Hirschhorn, seconded by Director Lemon and by roll call vote of 9-0-0, adjourning the meeting at 11:20 a.m.

Next Meeting

The next meeting of the Board of Directors will be held **Thursday, June 20th at 10:30 a.m.** in the SISC Board Room, 4th Floor – Larry E. Reider Education Center, 2000 K Street, Bakersfield, CA 93301

Robert Hughes, Secretary



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SUMMARY OF ACTIVITY
MAY 2024

	<u>STUDENT</u> <u>INSURANCE</u>	<u>SUPPLEMENTAL</u> <u>COVERAGE</u>	<u>TACKLE</u> <u>FOOTBALL</u>
Opened	96	0	2
Closed	56	0	1
Events	31	0	0
Total Open & Event claims	1370	0	56
Amount Paid	\$ 61,823.94	\$ -	\$ 578.79
Credit	\$ (963.61)	\$ -	\$ -
Net Paid Current Month	\$ 60,860.33	\$ -	\$ 578.79
Net Paid YTD	\$ 717,986.76	\$ -	\$ 18,233.12



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**SISC - PROPERTY & LIABILITY
CLAIM AND LOSS MANAGEMENT SUMMARY
MAY 2024**

FILES REOPENED	0
FILES OPENED	78
FILES CLOSED	37
TOTAL PENDING CLAIMS	571
EVENTS LIABILITY	22
TOTAL LIABILITY EVENTS	40
PENDING INDEMNITY RESERVES	\$39,044,744.09
PENDING EXPENSE RESERVES	\$11,397,043.43
	<hr/>
<i>TOTAL RESERVES</i>	\$50,441,787.52
INDEMNITY PAID, CURRENT MONTH	\$942,735.58
EXPENSES PAID, CURRENT MONTH	\$463,890.22
	<hr/>
<i>SUB-TOTAL</i>	\$1,406,625.80
PRIOR MONTH VOIDS (CREDITS)	(\$2,500.00)
RECOVERY	(\$82,501.74)
REFUNDS	(\$362,602.50)
	<hr/>
<i>NET PAID CURRENT MONTH</i>	\$959,021.56
INDEMNITY PAID YEAR-TO-DATE	\$12,801,388.41
EXPENSES PAID YEAR-TO-DATE	\$5,898,593.32
	<hr/>
<i>SUB-TOTAL</i>	\$18,699,981.73
CREDITS YEAR-TO-DATE	(\$149,674.44)
RECOVERY YEAR-TO-DATE	(\$1,564,058.34)
REFUNDS YEAR-TO-DATE	(\$558,739.90)
	<hr/>
<i>SUB-TOTAL</i>	(\$2,272,472.68)
	<hr/>
<i>NET PAID YEAR-TO-DATE</i>	\$16,427,509.05

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
603991	05/02/2024	Greenfield Union School District	2024049483	P	Vehicle Damage	Greenfield Union	26,451.12
603992	05/02/2024	San Luis Obispo County Office of	2024050712	ACL	Collision Loss	San Luis Obispo	7,878.42
603993	05/02/2024	ALACRITY PARENT LLC,	2024050712	ACL	Adjusting	San Luis Obispo	336.20
603994	05/02/2024	Winton School District (GL)	2024050918	P	Wind Loss	Winton School	7,564.42
603995	05/02/2024	ALACRITY PARENT LLC,	2024050834	APD	Adjusting	Merced Union High	218.14
604022	05/07/2024	ALICIA RAMIREZ RODRIGUEZ	2024050532	LPD	Property	Santa Maria-Bonita	374.00
604023	05/07/2024	DEMARIA LAW FIRM, APC	2023047243	LBI	Attorney Fees	Fruitvale School	365.50
604024	05/07/2024	DEMARIA LAW FIRM, APC	2022041753	ABI	Attorney Fees	Eastern Sierra	4,378.50
604025	05/07/2024	DEMARIA LAW FIRM, APC	2023047426	LBI	Attorney Fees	Standard School	377.50
604026	05/07/2024	DEMARIA LAW FIRM, APC	2023045988	LBI	Attorney Fees	Tehachapi Unified	4,643.00
604027	05/07/2024	DEMARIA LAW FIRM, APC	2024050157	LPI	Attorney Fees	Amador County	5,901.39
604028	05/07/2024	DEMARIA LAW FIRM, APC	2024050276	LBI	Attorney Fees	Tehachapi Unified	1,161.00
604029	05/07/2024	DEMARIA LAW FIRM, APC	2024050744	LEO	Attorney Fees	Bakersfield City	20.50
604030	05/07/2024	DEMARIA LAW FIRM, APC	2022043321	LBI	Attorney Fees	Mojave Unified	307.50
604031	05/07/2024	DEMARIA LAW FIRM, APC	2021040054	LPI	Attorney Fees	Panama-Buena	205.00
604032	05/07/2024	DEMARIA LAW FIRM, APC	2022042306	LBI	Attorney Fees	Beardsley School	421.00
604033	05/07/2024	DEMARIA LAW FIRM, APC	2023044047	LPI	Attorney Fees	Muroc Joint Unified	3,523.25
604034	05/07/2024	DEMARIA LAW FIRM, APC	2024047874	LPI	Attorney Fees	Kern County Supt	3,523.25
604035	05/07/2024	DEMARIA LAW FIRM, APC	2024047833	LBI	Attorney Fees	Southern Kern	1,174.50
604036	05/07/2024	DEMARIA LAW FIRM, APC	2021039753	LBI	Attorney Fees	Bakersfield City	1,494.00
604037	05/07/2024	DEMARIA LAW FIRM, APC	2022041639	LBI	Attorney Fees	Merced County	41.00
604038	05/07/2024	DEMARIA LAW FIRM, APC	2022041926	LBI	Attorney Fees	Norris School	4,346.50
604039	05/07/2024	DEMARIA LAW FIRM, APC	2023043663	LBI	Attorney Fees	Greenfield Union	25.00
604040	05/07/2024	DEMARIA LAW FIRM, APC	2023043915	LBI	Attorney Fees	Tehachapi Unified	420.05
604041	05/07/2024	DEMARIA LAW FIRM, APC	2022043462	LBI	Attorney Fees	Greenfield Union	2,205.50
604042	05/07/2024	DEMARIA LAW FIRM, APC	2023045590	LBI	Attorney Fees	Southern Kern	21,777.50
604043	05/07/2024	DEMARIA LAW FIRM, APC	2023046256	LBI	Attorney Fees	Kern High School	10,068.50
604044	05/07/2024	DEMARIA LAW FIRM, APC	2023047512	LPI	Attorney Fees	Brawley	360.64
604045	05/07/2024	DEMARIA LAW FIRM, APC	2023044042	LBI ₁₁	Attorney Fees	Greenfield Union	4,271.83

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
604046	05/07/2024	DEMARIA LAW FIRM, APC	2023044468	ABI	Attorney Fees	Merced County	1,746.50
604047	05/07/2024	DEMARIA LAW FIRM, APC	2023044138	LPI	Attorney Fees	Amador County	111.50
604048	05/07/2024	DEMARIA LAW FIRM, APC	2024050021	LBI	Attorney Fees	Merced Union High	2,579.20
604049	05/07/2024	DEMARIA LAW FIRM, APC	2023047252	LBI	Attorney Fees	Merced County	5,137.43
604050	05/07/2024	DEMARIA LAW FIRM, APC	2022043606	LBI	Attorney Fees	Delhi Unified	415.00
604051	05/07/2024	DEMARIA LAW FIRM, APC	2022041780	LBI	Attorney Fees	Winton School	1,734.50
604052	05/07/2024	ZIMMER AND MELTON, LLP	2023046256	LBI	Attorney Fees	Kern High School	1,999.50
604053	05/07/2024	ZIMMER AND MELTON, LLP	2022042883	LPI	Attorney Fees	Bakersfield City	559.00
604054	05/07/2024	ZIMMER AND MELTON, LLP	2024049432	LPI	Attorney Fees	Panama-Buena	21.50
604055	05/07/2024	ZIMMER AND MELTON, LLP	2024047711	LBI	Attorney Fees	Delano Jt Union	86.00
604056	05/07/2024	ZIMMER AND MELTON, LLP	2023047242	LBI	Attorney Fees	Antelope Valley	1,247.00
604057	05/07/2024	ZIMMER AND MELTON, LLP	2022042297	LBI	Attorney Fees	Delano Jt Union	86.00
604058	05/07/2024	ZIMMER AND MELTON, LLP	2022042923	LBI	Attorney Fees	Caruthers Unified	1,225.50
604059	05/07/2024	ZIMMER AND MELTON, LLP	2023044602	LPI	Attorney Fees	Lake Elsinore	2,666.00
604060	05/07/2024	ZIMMER AND MELTON, LLP	2022042672	LBI	Attorney Fees	Santa Maria Joint	172.00
604061	05/07/2024	ZIMMER AND MELTON, LLP	2022041685	LBI	Attorney Fees	Westside Union	64.50
604062	05/07/2024	ZIMMER AND MELTON, LLP	2023043854	ABI	Attorney Fees	Delano Union	688.00
604063	05/07/2024	ZIMMER AND MELTON, LLP	2024047710	LBI	Attorney Fees	Panama-Buena	516.00
604064	05/07/2024	HALL, HIEATT, CONNELLY &	2024049119	LBI	Attorney Fees	Blochman Union	1,726.45
604065	05/07/2024	HALL, HIEATT, CONNELLY &	2023045437	ABI	Attorney Fees	Paso Robles Joint	249.00
604066	05/07/2024	HALL, HIEATT, CONNELLY &	2023044017	LPI	Attorney Fees	Lucia Mar Unified	180.00
604067	05/07/2024	HALL, HIEATT, CONNELLY &	2023047327	LBI	Attorney Fees	Lucia Mar Unified	1,464.00
604068	05/07/2024	HALL, HIEATT, CONNELLY &	2023043948	ABI	Attorney Fees	Paso Robles Joint	4,584.95
604069	05/07/2024	TYSON & MENDES LLP	2023045990	LPI	Attorney Fees	Palmdale	171.00
604070	05/07/2024	TYSON & MENDES LLP	2023045998	LBI	Attorney Fees	Antelope Valley	1,140.00
604071	05/07/2024	TYSON & MENDES LLP	2023045096	LBI	Attorney Fees	Fruitvale School	370.50
604072	05/07/2024	TYSON & MENDES LLP	2021039801	LBI	Attorney Fees	Fairfax School	700.00
604073	05/07/2024	MC LAW GROUP APC	2022043429	LBI	Attorney Fees	Lucia Mar Unified	1,175.00
604074	05/07/2024	MC LAW GROUP APC	2023045353	LPI	Attorney Fees	Santa Barbara	1,621.50
604075	05/07/2024	MC LAW GROUP APC	2023044023	LBI	Attorney Fees	Santa Barbara	9,031.75
604076	05/07/2024	MC LAW GROUP APC	2019034991	LBI	Attorney Fees	Santa Barbara	9,849.00

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
604077	05/07/2024	CARPENTER, ROTHANS &	2023043965	LPI	Attorney Fees	Palmdale	292.50
604078	05/07/2024	CARPENTER, ROTHANS &	2022042589	LBI	Attorney Fees	Palmdale	5,259.38
604079	05/07/2024	ABI DOCUMENT SUPPORT	2023044138	LPI	Legal-Other	Amador County	153.76
604080	05/07/2024	ABI DOCUMENT SUPPORT	2023044042	LBI	Legal-Other	Greenfield Union	359.33
604081	05/07/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	285.57
604082	05/07/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	343.10
604083	05/07/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	124.64
604084	05/07/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	168.85
604085	05/07/2024	ABI DOCUMENT SUPPORT	2023045590	LBI	Legal-Other	Southern Kern	202.57
604086	05/07/2024	ALACRITY PARENT LLC,	2024048312	ACL	Adjusting	Santa Maria Joint	332.35
604087	05/07/2024	ALACRITY PARENT LLC,	2024050665	ACL	Adjusting	Goleta Union	289.52
604088	05/07/2024	MIGUEL MENDOZA	2024050754	LPD	Property	Edison School	1,215.00
604089	05/07/2024	Merced County Office of	2024049889	ACL	Collision Loss	Merced County	280.00
604090	05/07/2024	AUTUMN SAMANIEGO	2024050607	LPD	Property	Santa Maria Joint	1,060.00
604091	05/07/2024	BAUERMEISTER, LINDA	2024048762	LBI	Attorney Fees	Lake Elsinore	100.00
604092	05/07/2024	SNYDER & SHAW LLP	2023046799	LPI	Attorney Fees -	Merced Union High	20,000.00
604093	05/07/2024	EMILY BERNARD, AS PARENT	2023046799	LPI	Full and Final	Merced Union High	4,500.00
604094	05/07/2024	APTUS COURT REPORTING,	2023043784	LBI	Legal-Other	Brawley Union	3,259.24
604095	05/07/2024	Santa Maria Joint Union High	2024050946	P	Vehicle Damage	Santa Maria Joint	1,499.60
604096	05/07/2024	Merced Union High School	2024049822	P	V & MM Loss	Merced Union High	5,326.00
604097	05/07/2024	EXAM WORKS	2023043854	ABI	Legal-Other	Delano Union	2,863.75
604098	05/07/2024	EXAM WORKS	2023043854	ABI	Legal-Other	Delano Union	1,876.25
604132	05/10/2024	TYSON & MENDES LLP	2021040073	LBI	Attorney Fees	Santa Barbara	1,646.10
604133	05/10/2024	ZIMMER AND MELTON, LLP	2022043499	LPI	Attorney Fees	Carpinteria Unified	193.50
604134	05/10/2024	HALL, HIEATT, CONNELLY &	2022040627	LBI	Attorney Fees	San Luis Coastal	1,759.95
604135	05/10/2024	HALL, HIEATT, CONNELLY &	2024048645	LBI	Attorney Fees	Lucia Mar Unified	180.00
604136	05/10/2024	HALL, HIEATT, CONNELLY &	2023043783	LBI	Attorney Fees	San Luis Coastal	562.50
604137	05/10/2024	HALL, HIEATT, CONNELLY &	2022043429	LBI	Attorney Fees	Lucia Mar Unified	3,026.34
604138	05/10/2024	DEMARIA LAW FIRM, APC	2022041018	LPI	Attorney Fees	Lake Elsinore	41.00
604139	05/10/2024	DEMARIA LAW FIRM, APC	2024050815	LPI	Attorney Fees	Calaveras Unified	4,527.50
604140	05/10/2024	DEMARIA LAW FIRM, APC	2022043126	LPI	Attorney Fees	Kern County Supt	41.00

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604141	05/10/2024	DEMARIA LAW FIRM, APC	2024048998	LBI	Attorney Fees	Tuolumne Cnty	19.00
604142	05/10/2024	DEMARIA LAW FIRM, APC	2023046670	LBI	Attorney Fees	Tuolumne Cnty	331.08
604143	05/10/2024	DEMARIA LAW FIRM, APC	2024048868	LPI	Attorney Fees	Belleview	922.00
604144	05/10/2024	DEMARIA LAW FIRM, APC	2021039370	LPI	Attorney Fees	Kern County Supt	41.00
604145	05/10/2024	DEMARIA LAW FIRM, APC	2024047601	ADM	Attorney Fees	Kern County Supt	563.00
604146	05/10/2024	DEMARIA LAW FIRM, APC	2022041736	LBI	Attorney Fees	Mammoth Unified	7,109.10
604147	05/10/2024	DEMARIA LAW FIRM, APC	2022042091	LPI	Attorney Fees	Amador County	614.00
604148	05/10/2024	DEMARIA LAW FIRM, APC	2024048766	LPI	Attorney Fees	Maricopa Unified	305.50
604149	05/10/2024	DEMARIA LAW FIRM, APC	2024048594	LPI	Attorney Fees	Kern County Supt	38.00
604150	05/10/2024	HERR PEDERSEN &	2022043315	LPI	Attorney Fees	Richland School	173.75
604151	05/10/2024	HERR PEDERSEN &	2017025182	LBI	Attorney Fees	Merced County	1,486.36
604152	05/10/2024	HERR PEDERSEN &	2024047601	ADM	Attorney Fees	Kern County Supt	979.50
604153	05/10/2024	MC LAW GROUP APC	2023047441	LPI	Attorney Fees	Orcutt Union	2,315.50
604154	05/10/2024	MC LAW GROUP APC	2022043499	LPI	Attorney Fees	Carpinteria Unified	1,551.00
604155	05/10/2024	MC LAW GROUP APC	2023044672	LPI	Attorney Fees	Santa Barbara	3,337.00
604156	05/10/2024	MC LAW GROUP APC	2024050415	LBI	Attorney Fees	Santa Barbara	1,715.50
604157	05/10/2024	MC LAW GROUP APC	2023043827	LBI	Attorney Fees	Santa Barbara	940.00
604158	05/10/2024	Kern County Supt of Schools	2024050886	ACL	Collision Loss	Kern County Supt	9,739.91
604159	05/10/2024	WELLISCH, DAVID K, PHD	2019035044	LBI	Legal-Other	Antelope Valley	5,550.00
604160	05/10/2024	Calaveras Unified School District	2024048323	ACL	Collision Loss	Calaveras Unified	2,368.84
604161	05/10/2024	HERR PEDERSEN &	2022041435	LBI	Attorney Fees	Sierra Sands	735.45
604162	05/10/2024	HERR PEDERSEN &	2024048665	LBI	Attorney Fees	Merced County	489.97
604163	05/10/2024	HERR PEDERSEN &	2017027208	ABI	Attorney Fees	Delano Union	1,597.50
604164	05/10/2024	HERR PEDERSEN &	2024048228	ABI	Attorney Fees	Kern County Supt	1,242.13
604165	05/10/2024	RISE LAW FIRM CLIENT TRUST	2022043500	LPI	Trust Account -	Antelope Valley	212,500.00
604166	05/10/2024	ZIMMER AND MELTON, LLP	2022042923	LBI	Attorney Fees	Caruthers Unified	779.80
604167	05/10/2024	J2 ENGINEERING, INC.	2022041780	LBI	Legal-Other	Winton School	2,500.00
604168	05/10/2024	McFarland Unified School District	2024050727	ACL	Collision Loss	McFarland Unified	680.26
604169	05/10/2024	ROBINSON & KELLAR	2021039114	LBI	Attorney Fees	Lake Elsinore	372.49
604170	05/10/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	140.83
604171	05/10/2024	UNISOURCE DISCOVERY	2023045569	LBI	Legal-Other	Antelope Valley	89.10

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604172	05/10/2024	UNISOURCE DISCOVERY	2022042967	LBI	Legal-Other	Lake Elsinore	1,098.83
604173	05/10/2024	GROGAN, THOMAS J.	2020038667	LBI	Legal-Other	Palmdale	600.00
604174	05/10/2024	HERR PEDERSEN &	2021040220	LBI	Attorney Fees	Delhi Unified	4,606.15
604175	05/10/2024	Tulare COE (GL)	2024049365	P	Burglary Loss	Tulare COE (GL)	13,148.50
604176	05/10/2024	ABI DOCUMENT SUPPORT	2022041926	LBI	Legal-Other	Norris School	135.14
604177	05/10/2024	CARPENTER, ROTHANS &	2022040918	LPI	Attorney Fees	Upland USD (GL)	141.64
604178	05/10/2024	CARPENTER, ROTHANS &	2023044768	LBI	Attorney Fees	Antelope Valley	3,409.00
604179	05/10/2024	CARPENTER, ROTHANS &	2023044769	LPI	Attorney Fees	Palmdale	1,050.50
604180	05/10/2024	CARPENTER, ROTHANS &	2024047834	LPI	Attorney Fees	Palmdale	2,073.40
604181	05/10/2024	CARPENTER, ROTHANS &	2024048762	LBI	Attorney Fees	Lake Elsinore	147.95
604182	05/10/2024	HERR PEDERSEN &	2022041679	LPI	Attorney Fees	Merced County	275.00
604183	05/10/2024	HERR PEDERSEN &	2022042705	LPI	Attorney Fees	Tulare COE (GL)	6,414.02
604184	05/10/2024	HERR PEDERSEN &	2024047700	LPI	Attorney Fees	Madera County	4,147.91
604185	05/10/2024	POLLAK, VIDA & BARER	2021039203	LPI	Attorney Fees	Lake Elsinore	255.00
604186	05/10/2024	Merced County Office of	2024050980	ACP	Burglary Loss	Merced County	1,000.00
604266	05/14/2024	RYDELL CHRYSLER DODGE	2024050886	APD	Collision Loss	Kern County Supt	3,250.28
604267	05/14/2024	ENGINEERING DESIGN AND	2024047744	ACP	Adjusting	Bishop Unified	3,646.00
604268	05/14/2024	FARMERS INSURANCE	2024050877	LPD	Collision Loss	Brawley	3,758.69
604269	05/14/2024	ZIMMER AND MELTON, LLP	2024049787	LBI	Attorney Fees	Fruitvale School	64.50
604270	05/14/2024	POLLAK, VIDA & BARER	2024050593	EBW	Attorney Fees	Heber Elementary	229.50
604271	05/14/2024	FOZI DWORK & MODAFFERI,	2023043784	LBI	Attorney Fees	Brawley Union	1,797.85
604272	05/14/2024	ABI DOCUMENT SUPPORT	2023044042	LBI	Legal-Other	Greenfield Union	444.52
604273	05/14/2024	UNISOURCE DISCOVERY	2024047704	LBI	Legal-Other	Bakersfield City	323.15
604274	05/14/2024	CARPENTER, ROTHANS &	2023047175	LBI	Attorney Fees	Antelope Valley	450.00
604275	05/14/2024	SANDERSON FIRM, PLLC	2022042808	LBI	Attorney Fees	Merced Union High	275.00
604276	05/14/2024	CARPENTER, ROTHANS &	2019035044	LBI	Attorney Fees	Antelope Valley	9,889.55
604277	05/14/2024	CARPENTER, ROTHANS &	2024049751	LPI	Attorney Fees	Palmdale	3,025.50
604278	05/14/2024	CARPENTER, ROTHANS &	2024049779	LPI	Attorney Fees	Antelope Valley	4,332.90
604279	05/14/2024	CARPENTER, ROTHANS &	2024049766	LPI	Attorney Fees	Palmdale	315.00
604280	05/14/2024	MCCORMICK, BARSTOW,	2013006822	LBI	Attorney Fees	Taft Union High	4,865.00
604281	05/14/2024	ABI DOCUMENT SUPPORT	2022042306	LBI	Legal-Other	Beardsley School	72.64

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604282	05/14/2024	ABI DOCUMENT SUPPORT	2021039801	LBI	Legal-Other	Fairfax School	85.00
604283	05/14/2024	ABI DOCUMENT SUPPORT	2023043663	LBI	Legal-Other	Greenfield Union	140.83
604284	05/14/2024	ABI DOCUMENT SUPPORT	2023043663	LBI	Legal-Other	Greenfield Union	151.33
604285	05/14/2024	NETWORK DESPOSITION	2022043321	LBI	Legal-Other	Mojave Unified	739.45
604286	05/14/2024	ZIMMER AND MELTON, LLP	2024050301	LBI	Attorney Fees	Bakersfield City	279.50
604287	05/14/2024	BOSCO LEGAL SERVICES,	2024047711	LBI	Legal-Other	Delano Jt Union	1,750.00
604288	05/14/2024	CARPENTER, ROTHANS &	2024049766	LPI	Attorney Fees	Palmdale	855.00
604289	05/14/2024	CARPENTER, ROTHANS &	2023045606	LBI	Attorney Fees	Antelope Valley	28,101.97
604290	05/14/2024	DAVIS, BENGSTON & YOUNG,	2022043187	LPI	Attorney Fees	Amador County	82.50
604291	05/14/2024	FOZI DWORK & MODAFFERI,	2024051111	LPI	Attorney Fees	Kern County Supt	225.00
604292	05/14/2024	MCCORMICK, BARSTOW,	2024047601	ADM	Attorney Fees	Kern County Supt	640.00
604293	05/14/2024	FERRA AND ASSOCIATES	2024047601	ADM	Legal-Other	Kern County Supt	1,140.00
604294	05/14/2024	MC LAW GROUP APC	2022042672	LBI	Attorney Fees	Santa Maria Joint	6,079.70
604295	05/14/2024	MCCORMICK, BARSTOW,	2023045851	LBI	Attorney Fees	Taft City School	540.00
604296	05/14/2024	NETWORK DESPOSITION	2022040627	LBI	Legal-Other	San Luis Coastal	795.75
604297	05/14/2024	UNISOURCE DISCOVERY	2021039114	LBI	Legal-Other	Lake Elsinore	372.49
604298	05/14/2024	FOZI DWORK & MODAFFERI,	2024047934	LBI	Attorney Fees	Lake Elsinore	450.00
604299	05/14/2024	DAVIS, BENGSTON & YOUNG,	2023045338	LBI	Attorney Fees	Sonora Union High	165.00
604300	05/14/2024	CARPENTER, ROTHANS &	2020038667	LBI	Attorney Fees	Palmdale	14,419.13
604301	05/14/2024	CARPENTER, ROTHANS &	2023045307	LBI	Attorney Fees	Palmdale	180.00
604302	05/14/2024	CARPENTER, ROTHANS &	2022043595	LBI	Attorney Fees	Palmdale	3,644.94
604303	05/14/2024	ZIMMER AND MELTON, LLP	2021039543	ABI	Attorney Fees	Kern County Supt	1,075.00
604304	05/14/2024	ZIMMER AND MELTON, LLP	2021039543	ABI	Attorney Fees	Kern County Supt	1,892.00
604323	05/17/2024	Antelope Valley Union High	2024050890	P	V & MM Loss	Antelope Valley	17,939.05
604324	05/17/2024	ABI DOCUMENT SUPPORT	2022041926	LBI	Legal-Other	Norris School	130.14
604325	05/17/2024	BOSCO LEGAL SERVICES,	2022042602	LBI	Legal-Other	Antelope Valley	1,712.50
604326	05/17/2024	BOSCO LEGAL SERVICES,	2022042602	LBI	Legal-Other	Antelope Valley	5,875.00
604327	05/17/2024	ALACRITY PARENT LLC,	2024051099	ACL	Adjusting	Panama-Buena	705.04
604328	05/17/2024	ALACRITY PARENT LLC,	2024050676	ACL	Adjusting	Lakeside Union	234.74
604329	05/17/2024	ALACRITY PARENT LLC,	2024050885	APD	Adjusting	San Luis Coastal	327.27
604330	05/17/2024	LAW OFFICES OF BRIAN J	2023045640	P	Attorney Fees	Bishop Unified	357.50

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604331	05/17/2024	CARPENTER, ROTHANS &	2023045606	LBI	Attorney Fees	Antelope Valley	22,433.05
604332	05/17/2024	CARPENTER, ROTHANS &	2022042882	LBI	Attorney Fees	Antelope Valley	1,094.86
604333	05/17/2024	CARPENTER, ROTHANS &	2022042974	LPI	Attorney Fees	Antelope Valley	566.50
604334	05/17/2024	CARPENTER, ROTHANS &	2023045213	LPI	Attorney Fees	Palmdale	12.95
604335	05/17/2024	CARPENTER, ROTHANS &	2022042977	ABI	Attorney Fees	Antelope Valley	45.00
604336	05/17/2024	CARPENTER, ROTHANS &	2022043500	LPI	Attorney Fees	Antelope Valley	13,619.70
604337	05/17/2024	CARPENTER, ROTHANS &	2022042602	LBI	Attorney Fees	Antelope Valley	2,384.75
604338	05/17/2024	CARPENTER, ROTHANS &	2020036944	LBI	Attorney Fees	Antelope Valley	1,809.75
604339	05/17/2024	CARPENTER, ROTHANS &	2020038371	LPI	Attorney Fees	Palmdale	10,872.33
604340	05/17/2024	CARPENTER, ROTHANS &	2019035125	LBI	Attorney Fees	Palmdale	5,329.95
604341	05/17/2024	CARPENTER, ROTHANS &	2022042589	LBI	Attorney Fees	Palmdale	493.09
604342	05/17/2024	CARPENTER, ROTHANS &	2023043965	LPI	Attorney Fees	Palmdale	112.50
604371	05/21/2024	Imperial Valley Regional	2024050880	ACL	Collision Loss	Imperial Valley	4,380.00
604372	05/21/2024	ALACRITY PARENT LLC,	2024051090	APD	Adjusting	Paso Robles Joint	453.14
604373	05/21/2024	ALACRITY PARENT LLC,	2024051149	ACL	Adjusting	Bakersfield City	549.20
604374	05/21/2024	ALACRITY PARENT LLC,	2024051149	ACL	Adjusting	Bakersfield City	409.90
604375	05/21/2024	ALACRITY PARENT LLC,	2024051088	ACL	Adjusting	Santa Barbara	279.57
604376	05/21/2024	DAPRA CONSTRUCTION	2024050976	APD	Adjusting	Antelope Valley	138.00
604377	05/21/2024	DAPRA CONSTRUCTION	2024050853	P	Adjusting	Santa Barbara	1,054.50
604378	05/21/2024	DAPRA CONSTRUCTION	2024050568	P	Adjusting	Montecito Union	1,958.00
604379	05/21/2024	CARPENTER, ROTHANS &	2023044768	LBI	Attorney Fees	Antelope Valley	710.45
604380	05/21/2024	CARPENTER, ROTHANS &	2023044769	LPI	Attorney Fees	Palmdale	112.50
604381	05/21/2024	CARPENTER, ROTHANS &	2024047834	LPI	Attorney Fees	Palmdale	22.50
604382	05/21/2024	BOSCO LEGAL SERVICES,	2023045590	LBI	Legal-Other	Southern Kern	1,256.25
604383	05/21/2024	BOSCO LEGAL SERVICES,	2023047242	LBI	Legal-Other	Antelope Valley	1,781.25
604384	05/21/2024	UNISOURCE DISCOVERY	2023045038	LBI	Legal-Other	Lake Elsinore	211.96
604385	05/21/2024	JEREMEY NIELSEN and	2024050635	APD	Property	Heber Elementary	10,479.38
604386	05/21/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	542.06
604387	05/21/2024	ABI DOCUMENT SUPPORT	2023047252	LBI	Legal-Other	Merced County	196.67
604388	05/21/2024	ROBINSON & KELLAR	2021039203	LPI	Attorney Fees	Lake Elsinore	10,768.59
604389	05/21/2024	ROBINSON & KELLAR	2023045569	LBI	Attorney Fees	Antelope Valley	2,656.78

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604390	05/21/2024	ROBINSON & KELLAR	2022042967	LBI	Attorney Fees	Lake Elsinore	1,071.30
604391	05/21/2024	ROBINSON & KELLAR	2023045038	LBI	Attorney Fees	Lake Elsinore	2,591.71
604392	05/21/2024	ROBINSON & KELLAR	2021039114	LBI	Attorney Fees	Lake Elsinore	147.40
604393	05/21/2024	ROBINSON & KELLAR	2023044381	LBI	Attorney Fees	Lake Elsinore	6,070.00
604394	05/21/2024	ROBINSON & KELLAR	2023047399	LBI	Attorney Fees	Panama-Buena	873.70
604395	05/21/2024	ROBINSON & KELLAR	2022043321	LBI	Attorney Fees	Mojave Unified	4,265.30
604396	05/21/2024	ROBINSON & KELLAR	2018031216	ABI	Attorney Fees	Panama-Buena	3,014.50
604397	05/21/2024	ROBINSON & KELLAR	2022042883	LPI	Attorney Fees	Bakersfield City	258.40
604398	05/21/2024	ALACRITY PARENT LLC,	2024051160	ACL	Adjusting	Antelope Valley	431.03
604399	05/21/2024	LINDA FLORES	2023046017	APD	Collision Loss	Bakersfield City	349.32
604400	05/21/2024	JERROD KRENKEL	2024051090	APD	Collision Loss	Paso Robles Joint	63.69
604401	05/21/2024	GROGAN, THOMAS J.	2020038667	LBI	Legal-Other	Palmdale	600.00
604402	05/21/2024	ROBINSON & KELLAR	2022042303	LBI	Attorney Fees	Lakeside Union	3,498.80
604403	05/21/2024	SWANSON O'DELL APC	2022042306	LBI	Attorney Fees -	Beardsley School	105,300.00
604404	05/21/2024	SWANSON O'DELL APC IN	2022042306	LBI	In Full	Beardsley School	3,163.07
604405	05/21/2024	EDS FINANCIAL SERVICES INC	2022042306	LBI	Medical	Beardsley School	1,235.00
604406	05/21/2024	IGNACIO L. RAMIREZ AS	2022042306	LBI	In Partial	Beardsley School	2,026.93
604407	05/21/2024	THE CHAIN COHN CLARK	2023047426	LBI	Trust Account -	Standard School	200,000.00
604427	05/23/2024	ALACRITY PARENT LLC,	2024051186	APD	Adjusting	Kern County Supt	214.83
604428	05/23/2024	ALACRITY PARENT LLC,	2024051070	LPD	Adjusting	Delhi Unified	472.40
604429	05/23/2024	ALACRITY PARENT LLC,	2024051112	APD	Adjusting	San Luis Coastal	224.40
604430	05/23/2024	IMPAXX	2024048883	ABI	Adjusting	Panama-Buena	350.00
604431	05/23/2024	Mojave Unified School District	2024050575	P	Fire Loss	Mojave Unified	27,817.91
604432	05/23/2024	JUANITA S PEREZ	2024050632	LPD	Collision Loss	Antelope Valley	285.00
604433	05/23/2024	ROBINSON & KELLAR	2023044642	ABI	Attorney Fees	Upland USD (GL)	797.10
604434	05/23/2024	ROBINSON & KELLAR	2024047704	LBI	Attorney Fees	Bakersfield City	3,394.90
604435	05/23/2024	ABI DOCUMENT SUPPORT	2023044042	LBI	Legal-Other	Greenfield Union	2,619.69
604436	05/23/2024	ABI DOCUMENT SUPPORT	2022041926	LBI	Legal-Other	Norris School	64.00
604437	05/23/2024	CHLA MEDICAL GROUP	2024048596	LBI	Full and Final	Rosedale Union	185.00
604438	05/23/2024	JEWISH LOS ANGELES	2023043783	LBI	Full and Final	San Luis Coastal	119,400.00
604439	05/23/2024	CARRILLO LAW FIRM, LLP	2023043783	LBI	Attorney Fees -	San Luis Coastal	40,000.00

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604454	05/28/2024	BENEFITS COORDINATION &	2022042808	LBI	Medical	Merced Union High	5,180.36
604455	05/28/2024	JANETTA KEIKI	2022042808	LBI	Medical	Merced Union High	10,503.24
604456	05/28/2024	JANETTA KEIKI	2022042808	LBI	Full and Final	Merced Union High	35,827.81
604457	05/28/2024	Lake Elsinore Unified School	2024051211	P	Burglary Loss	Lake Elsinore	509.46
604458	05/28/2024	ALACRITY PARENT LLC,	2024051202	APD	Adjusting	Lake Elsinore	284.55
604459	05/28/2024	ALACRITY PARENT LLC,	2024051215	APD	Adjusting	Merced Union High	222.80
604460	05/28/2024	ZIMMER AND MELTON, LLP	2024047710	LBI	Attorney Fees	Panama-Buena	688.00
604461	05/28/2024	ZIMMER AND MELTON, LLP	2024049787	LBI	Attorney Fees	Fruitvale School	64.50
604462	05/28/2024	ZIMMER AND MELTON, LLP	2023043854	ABI	Attorney Fees	Delano Union	344.00
604463	05/28/2024	ZIMMER AND MELTON, LLP	2024050461	LBI	Attorney Fees	Panama-Buena	2,537.00
604464	05/28/2024	ZIMMER AND MELTON, LLP	2023047242	LBI	Attorney Fees	Antelope Valley	322.50
604465	05/28/2024	ZIMMER AND MELTON, LLP	2022042672	LBI	Attorney Fees	Santa Maria Joint	1,677.00
604466	05/28/2024	ZIMMER AND MELTON, LLP	2023044602	LPI	Attorney Fees	Lake Elsinore	1,333.00
604467	05/28/2024	ZIMMER AND MELTON, LLP	2022042923	LBI	Attorney Fees	Caruthers Unified	8,216.60
604468	05/28/2024	U.S. LEGAL SUPPORT	2022042923	LBI	Legal-Other	Caruthers Unified	1,628.20
604469	05/28/2024	ZIMMER AND MELTON, LLP	2022042808	LBI	Attorney Fees	Merced Union High	494.50
604470	05/28/2024	ZIMMER AND MELTON, LLP	2022041048	LBI	Attorney Fees	Antelope Valley	21.50
604471	05/28/2024	ZIMMER AND MELTON, LLP	2022042883	LPI	Attorney Fees	Bakersfield City	86.00
604472	05/28/2024	ZIMMER AND MELTON, LLP	2023046256	LBI	Attorney Fees	Kern High School	989.00
604473	05/28/2024	ZIMMER AND MELTON, LLP	2024047711	LBI	Attorney Fees	Delano Jt Union	967.50
604474	05/28/2024	CARPENTER, ROTHANS &	2023044768	LBI	Attorney Fees	Antelope Valley	2,330.45
604475	05/28/2024	CARPENTER, ROTHANS &	2022042882	LBI	Attorney Fees	Antelope Valley	3,881.40
604476	05/28/2024	CARPENTER, ROTHANS &	2024048762	LBI	Attorney Fees	Lake Elsinore	2,217.95
604477	05/28/2024	CARPENTER, ROTHANS &	2024047834	LPI	Attorney Fees	Palmdale	102.95
604478	05/28/2024	CARPENTER, ROTHANS &	2023044769	LPI	Attorney Fees	Palmdale	1,480.60
604479	05/28/2024	STENO AGENCY, INC	2023045590	LBI	Legal-Other	Southern Kern	3,369.55
604480	05/28/2024	POLLAK, VIDA & BARER	2018031216	ABI	Attorney Fees	Panama-Buena	1,898.00
604481	05/28/2024	PEGASUS CLAIMS SERVICES,	2024051167	ACL	Adjusting	Santa Maria-Bonita	30.50
604482	05/28/2024	ALACRITY PARENT LLC,	2024051167	ACL	Adjusting	Santa Maria-Bonita	234.47
604483	05/28/2024	Santa Barbara Unified School	2024051088	ACL	Collision Loss	Santa Barbara	363.63
604484	05/28/2024	Inyo County Office of Education	2024050361	P	Wind Loss	Inyo County Office	30,032.00

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
604485	05/28/2024	Greenfield Union School District	2024050489	ACL	Collision Loss	Greenfield Union	2,936.00
604486	05/28/2024	Fairfax School District	2024050057	P	Burglary Loss	Fairfax School	2,163.69
604487	05/28/2024	BAKERSFIELD CITY POLICE	2024050161	ACL	Adjusting	Kern County Supt	7.00
604494	05/30/2024	ZIMMER AND MELTON, LLP	2021039543	ABI	Attorney Fees	Kern County Supt	258.00
604495	05/30/2024	ZIMMER AND MELTON, LLP	2022043499	LPI	Attorney Fees	Carpinteria Unified	43.00
604496	05/30/2024	SHIELD PROTECTION GROUP,	2024048868	LPI	Legal-Other	Belleview	352.26

Total For 122235821 158300179906

1,407,598.29

Number of Check: 283
Number Of Payments: 283

First Check Number: 603991
Last Check Number: 604496
Check Sequence:

SISC II
INCOME STATEMENT
MAY 2024

	BUDGET	YEAR-TO-DATE	CURRENT MONTH
<u>REVENUES</u>			
8660.00 Interest-County Treasurer	\$1,817,616.00	\$703,562.30	\$74,608.57
8660.03 LAIF	\$218.00	\$187.38	\$0.00
8660.04 Investments	\$2,619,200.00	\$2,785,361.04	\$0.00
8660.05 Bank	\$10,800.00	\$9,347.34	\$497.45
8674.02 Premiums-Prop & Liab	\$50,578,087.00	\$46,241,706.64	\$4,231,391.00
8674.12 Student Ins	\$1,219,895.00	\$1,118,237.15	\$101,658.00
8674.13 Tackle Football	\$22,500.00	\$25,080.00	\$0.00
8674.14 Special Ed Defense	\$476,451.00	\$464,201.00	\$0.00
8674.15 Supp Student Ins	\$1,000.00	\$1,150.00	\$25.00
8699.06 Administrative Fees	\$100.00	\$0.00	\$0.00
TOTAL REVENUES	\$56,745,867.00	\$51,348,832.85	\$4,408,180.02
<u>EXPENSES</u>			
4300.00 Supplies	\$500.00	\$0.00	\$0.00
5200.00 Travel/Conference	\$5,000.00	\$2,692.91	\$613.53
5300.00 Dues and Memberships	\$128,665.00	\$128,112.11	\$79.96
5450.01 Insurance-Property & Fire	\$11,398,915.00	\$10,053,732.04	\$968,331.00
5450.02 Boiler & Machinery	\$282,095.00	\$258,587.00	\$23,508.00
5450.04 Crime	\$75,652.00	\$69,348.00	\$6,304.00
5450.06 Excess Liability	\$10,029,340.00	\$8,572,409.29	\$779,092.00
5450.17 Data Compromise	\$249,172.00	\$223,689.93	\$20,335.00
5450.18 Concussion Coverage	\$27,000.00	\$24,750.00	\$2,250.00
5450.19 Terrorism	\$37,078.00	\$33,997.40	\$3,267.00
5800.00 Miscellaneous	\$500.00	\$0.00	\$0.00
5800.02 Audit	\$13,765.00	\$13,765.00	\$0.00
5800.10 Consulting	\$129,340.00	\$150,130.09	\$6,091.50
5800.15 Property Appraisals	\$152,961.00	\$74,340.00	\$31,340.00
5800.32 Bank Fees	\$6,000.00	\$4,150.99	\$0.00
5800.50 Administration - KCSOS	\$3,784,746.00	\$3,109,377.36	\$285,741.54
5800.55 Student Ins Claims	\$670,000.00	\$717,143.71	\$60,860.33
5800.56 Tackle FB Claims	\$25,000.00	\$18,233.12	\$578.79
5800.57 Supp Student Ins Claims	\$1,000.00	\$0.00	\$0.00
5800.58 Spec Ed VCP	\$476,451.00	\$0.00	\$0.00
5800.66 Property Claims	\$2,508,453.00	\$4,236,083.96	\$135,571.75
5800.67 Liability Claims	\$12,175,700.00	\$10,811,150.27	\$747,140.49
5800.69 Auto Claims	\$2,084,586.00	\$1,376,512.79	\$72,986.82
5800.90 Bill Review	\$8,400.00	\$4,603.77	\$3,072.03
5800.94 Other Distributions	\$0.00	\$0.00	\$0.00
5800.95 Unpaid Claims Liab Adj	\$4,084,000.00	\$16,278,732.00	\$0.00
TOTAL EXPENSES	\$48,354,319.00	\$56,161,541.74	\$3,147,163.74
CHANGE IN NET ASSETS	\$8,391,548.00	(\$4,812,708.89)	\$1,261,016.28
NET ASSETS - BEGINNING	\$14,576,039.75	\$14,576,039.75	\$8,502,314.58
NET ASSETS - ENDING	\$22,967,587.75	\$9,763,330.86	\$9,763,330.86

SISC II
BALANCE SHEET
May 31, 2024

	July 1, 2023 BALANCE	May 31, 2024 BALANCE
<u>ASSETS</u>		
9110.00 Cash in County Treasury	\$26,482,902.13	\$17,625,984.10
9120.02 Bank Account-Claims Fund	\$1,885,323.19	\$1,886,090.83
9130.00 Revolving Fund	\$1,500.00	\$1,500.00
9150.01 Local Agency Investment Fund	\$6,188.41	\$6,424.38
9150.03 Investments	\$59,696,601.77	\$82,481,962.81
9200.00 Accounts Receivable	\$1,141,911.47	\$160,948.34
9330.00 Prepaid Insurance	\$5,219,088.00	\$7,634,925.00
	<u>\$94,433,514.97</u>	<u>\$109,797,835.46</u>
TOTAL ASSETS	\$94,433,514.97	\$109,797,835.46
 <u>LIABILITIES</u>		
9500.00 Current Liabilities	\$791,207.22	\$285,741.54
9650.00 Deferred Income	\$0.00	\$4,403,763.06
9668.00 Unpd Clms Liab (90% Conf Lvl)	\$79,066,268.00	\$95,345,000.00
	<u>\$79,857,475.22</u>	<u>\$100,034,504.60</u>
TOTAL LIABILITIES	\$79,857,475.22	\$100,034,504.60
 NET ASSETS - Funding Stabilization Rese	<u>\$14,576,039.75</u>	<u>\$9,763,330.86</u>
 TOTAL LIABILITIES AND NET ASSETS	\$94,433,514.97	\$109,797,835.46

 AUTHORIZED SIGNATURE

PREPARED BY: Nancy Russo

**SISC II
Investments
May 31, 2024**

24-HOUR LIQUID FUNDS

SISC II maintains much of its cash in the Kern County Treasury and Local Agency Investment Fund. Both agencies pool these funds with those of other entities in the state. These pooled funds are carried at cost which approximates market value.

AGENCY	BALANCE	RETURN	PERIOD	DATES
COUNTY OF KERN	\$17,625,984.10	3.37%	LAST QUARTER	JAN-MAR 2024
		1.81%	5 YEAR AVERAGE	APR 2019-MAR 2024
LOCAL AGENCY INVESTMENT FUND	\$6,424.38	4.33%	CURRENT MONTH	May, 2024
		4.30%	LAST QUARTER	JAN-MAR 2024
		1.81%	5 YEAR AVERAGE	APR 2019-MAR 2024

INVESTMENT MANAGEMENT ACCOUNTS

The investment securities portfolio is comprised of securities carried at fair market value.

The fair market value of the investment securities available for sale at March 31, 2024 was:

INVESTMENT FIRM	MARKET VALUE	QUARTERLY RETURN	ANNUALIZED RETURN	PERIOD	DATES
MADISON INVESTMENTS (SISC INVESTMENT POOL)	\$25,667,955.00	0.30%	1.19%	LAST QUARTER	JAN-MAR 2024
			1.19%	5 YEAR AVERAGE	APR 2019-MAR 2024
			4.74%	YIELD TO MATURITY	AS OF MAR 31, 2024
WELLS FARGO ADVISORS (RICH EDWARDS)	\$56,814,007.81	0.80%	3.24%	LAST QUARTER	JAN-MAR 2024
			0.95%	5 YEAR AVERAGE	APR 2019-MAR 2024
			4.74%	YIELD TO MATURITY	AS OF MAR 31, 2024
	<u>\$82,481,962.81</u>				

5-YEAR HISTORY OF RETURNS - ANNUALIZED

Quarter Ending:	Co of Kern	LAIF	INVESTMENT POOL	RICH WELLS FARGO	COMBINED WEIGHTED AVERAGE RETURN
3/31/2024	3.37%	4.30%	1.19%	3.24%	2.76%
12/31/2023	3.15%	4.00%	10.98%	8.28%	7.37%
9/30/2023	2.91%	3.93%	2.14%	2.59%	2.60%
6/30/2023	2.65%	3.15%	-0.66%	-0.50%	0.42%
3/31/2023	2.42%	2.74%	6.06%	5.65%	4.63%
12/31/2022	2.16%	2.07%	3.47%	3.48%	2.89%
9/30/2022	1.06%	1.35%	-4.79%	-7.15%	-2.24%
6/30/2022	1.00%	0.75%	-2.22%	-2.88%	-1.35%
3/31/2022	0.95%	0.32%	-9.06%	-9.18%	-5.11%
12/31/2021	0.84%	0.23%	-2.39%	-2.02%	-0.55%
9/30/2021	1.24%	0.24%	-0.20%	0.26%	0.69%
6/30/2021	1.00%	0.33%	0.80%	0.00%	0.65%
3/31/2021	1.07%	0.44%	-1.86%	-0.90%	-0.47%
12/31/2020	1.16%	0.63%	0.18%	0.55%	0.72%
9/30/2020	1.30%	0.84%	0.43%	0.40%	0.83%
6/30/2020	1.70%	1.47%	2.89%	4.28%	3.23%
3/31/2020	2.10%	2.03%	8.05%	3.01%	5.13%
12/31/2019	2.13%	2.29%	1.12%	2.22%	1.80%
9/30/2019	2.03%	2.45%	2.85%	2.84%	2.49%
6/30/2019	2.03%	2.57%	4.84%	4.81%	4.48%
5-Yr Average	1.81%	1.81%	1.19%	0.95%	1.55%

SISC II - PROPERTY & LIABILITY

OBJECT CODE	DESCRIPTION	JULY 1, 2023	JULY 1, 2023	PROJECTED JULY 1, 2024
ASSETS & LIABILITIES				
9110.00	CASH - CO TREAS	\$26,482,902.13	\$26,482,902.13	\$16,206,834.32
9120.02	BANK ACCT - CLAIMS FUND	\$1,885,323.19	\$1,885,323.19	\$1,287,205.83
9130.00	REVOLVING FUND	\$1,500.00	\$1,500.00	\$1,500.00
9150.01	LAIF	\$6,188.41	\$6,188.41	\$6,424.38
9150.03	INVESTMENTS	\$59,696,601.77	\$59,696,601.77	\$82,863,441.81
9200.00	ACCOUNTS RECEIVABLE	\$1,141,911.47	\$1,141,911.47	\$322,143.34
9330.00	PREPAID INSUR	\$5,219,088.00	\$5,219,088.00	\$5,789,791.00
9500.00	CURRENT LIABILITIES	(\$791,207.22)	(\$791,207.22)	(\$782,542.54)
9650.00	DEFERRED INCOME	\$0.00	\$0.00	(\$24,882.28)
9668.00	UNPAID CLAIMS LIAB (UCL)	(\$79,066,268.00)	(\$79,066,268.00)	(\$95,345,000.00)
NET ASSETS - BEGINNING		\$14,576,039.75	\$14,576,039.75	\$10,324,915.86
		2023-24 BUDGET	PROJECTED June 30, 2024	2024-25 BUDGET
REVENUES				
8660.00	INTEREST - CO TREAS	\$1,817,616.00	\$864,686.30	\$2,095,238.00
8660.03	INTEREST - LAIF	\$218.00	\$258.38	\$309.00
8660.04	INTEREST - INVESTMENTS	\$2,619,200.00	\$3,166,840.04	\$4,764,648.00
8660.05	INTEREST - BANK	\$10,800.00	\$12,462.34	\$12,800.00
8674.02	PREM - PROP & LIAB	\$50,578,087.00	\$50,471,671.64	\$56,933,716.00
8674.12	PREM - STUDENT INS	\$1,219,895.00	\$1,219,895.15	\$1,144,929.00
8674.13	PREM - TACKLE FB	\$22,500.00	\$25,080.00	\$25,500.00
8674.14	PREM - SEVCP	\$476,451.00	\$464,201.00	\$492,530.00
8674.15	PREM - SUPP SI	\$1,000.00	\$1,150.00	\$0.00
8699.06	ADMIN FEES	\$100.00	\$0.00	\$100.00
TOTAL REVENUES		\$56,745,867.00	\$56,226,244.85	\$65,469,770.00
		Bdgt vs Proj 6/30 (\$519,622.15) -0.92% Decreased ROR Investment - Co Treasurer		
EXPENSES				
4300.00	SUPPLIES	\$500.00	\$100.00	\$500.00
5200.00	TRAVEL & CONF	\$5,000.00	\$2,992.91	\$5,000.00
5300.00	DUES & MEMBERSHIP	\$128,665.00	\$128,112.11	\$134,650.00
5450.01	INSUR - EXS PROP & FIRE	\$11,398,915.00	\$11,022,063.04	\$13,169,853.00
5450.02	INSUR - BOILER & MACH	\$282,095.00	\$282,095.00	\$282,095.00
5450.04	INSUR - CRIME	\$75,652.00	\$75,652.00	\$72,834.00
5450.06	INSUR - EXCESS LIAB	\$10,029,340.00	\$9,347,319.29	\$10,967,031.00
5450.17	INSUR - DATA COMPROMISE	\$249,172.00	\$244,024.93	\$261,252.00
5450.18	INSUR - CONCUSSION	\$27,000.00	\$27,000.00	\$27,000.00
5450.19	INSUR - TERRORISM	\$37,078.00	\$37,264.40	\$41,170.00
5800.00	MISCELLANEOUS	\$500.00	\$100.00	\$500.00
5800.02	AUDIT FEES	\$13,765.00	\$13,765.00	\$14,085.00
5800.10	CONSULTING	\$129,340.00	\$174,630.09	\$165,590.00
5800.15	PROPERTY APPRAISALS	\$152,961.00	\$176,861.00	\$174,365.00
5800.32	BANK FEES	\$6,000.00	\$6,150.99	\$8,000.00
5800.50	ADMIN - KCSOS	\$3,784,746.00	\$3,429,377.36	\$4,072,845.00
5800.55	CLAIMS - STUDENT INS	\$670,000.00	\$787,143.71	\$780,000.00
5800.56	CLAIMS - TACKLE FB	\$25,000.00	\$20,233.12	\$25,000.00
5800.57	CLAIMS - SUPP SI	\$1,000.00	\$0.00	\$0.00
5800.58	CLAIMS - SEVCP	\$476,451.00	\$464,201.00	\$492,530.00
5800.66	CLAIMS - PROPERTY	\$2,508,453.00	\$4,636,083.96	\$4,223,033.00
5800.67	CLAIMS - LIABILITY	\$12,175,700.00	\$11,811,150.27	\$13,956,835.00
5800.69	CLAIMS - AUTO	\$2,084,586.00	\$1,506,512.79	\$2,398,878.00
5800.90	BILL REVIEW	\$8,400.00	\$5,803.77	\$7,200.00
5800.94	OTHER DISTRIBUTIONS	\$0.00	\$0.00	\$0.00
5800.95	UNPAID CLAIMS LIAB ADJ	\$4,084,000.00	\$16,278,732.00	\$9,442,000.00
TOTAL EXPENSES		\$48,354,319.00	\$60,477,368.74	\$60,722,246.00
		Bdgt vs Proj 6/30 \$12,123,049.74 25.07% Inc UCL adj, property claims, & SI claims		
CHANGE IN NET ASSETS		\$8,391,548.00	(\$4,251,123.89)	\$4,747,524.00
NET ASSETS - BEGINNING		\$14,576,039.75	\$14,576,039.75	\$10,324,915.86
NET ASSETS - ENDING		\$22,967,587.75	\$10,324,915.86	\$15,072,439.86



SISC

Self-Insured Schools
of California

Schools Helping Schools

July 1, 2024

TO: SISC I, II, AND III BOARD MEMBERS
FROM: DAVE OSTASH, CHIEF EXECUTIVE OFFICER
SUBJECT: MEETING DATES FOR 2024-2025

The 2024-2025 SISC Boards have been scheduled to meet in the SISC Board Room on the Fourth Floor of the Larry E. Reider Education Center, 2000 K Street, Bakersfield, CA 93301. All meetings will be held the **third** Thursday of each month, with the exception of **June and August** (June due to Juneteenth and August due to the first day of school). Health Benefits February Board Meeting will be located on the 2nd floor, Room 204.

<u>DATE</u>	<u>SISC I</u>	<u>SISC II</u>	<u>SISC III</u>	<u>LOCATION</u>
<u>2024</u>				
July 18	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
August 22	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
September 19	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
October 17-18	11:30 a.m.	1:00 p.m.	2:30 p.m.	Lucia Mar Unified SD
November 21	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
December 19	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
<u>2025</u>				
January 16	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
February 20	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
March 20	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
April 17	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
May 15	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room
June 18	9:00 a.m.	10:30 a.m.	1:00 p.m.	Fourth Floor, Board Room



SISC

Self-Insured Schools of California
Schools Helping Schools

July 1, 2024

TO: District Superintendents
SISC Member Districts

FROM: Robert J. Kretzmer
Director, Property & Liability

SUBJECT: 2024-2025 Coverage Summary

This correspondence verifies that the 2024-2025 Memorandum of Coverage (MOC) documents for your auto/bus, liability and property risks are in force. Please consult the applicable coverage document to fully understand the nature and limitations of the coverage afforded. Coverage documents and “generic” certificates of insurance can be obtained from the SISC website at <http://sisc.kern.org/pl/>

AUTOS AND BUSES

Under the Memorandum of Coverage No. SAP 7124 25, effective July 1, 2024 through July 1, 2025, SISC provides coverage for owned autos, hired autos, borrowed autos, and non-owned autos. Members should refer to the Memorandum of Coverage posted on the SISC website for particulars related to the coverages afforded.

SISC has a \$2,000,000 self-insured retention (SIR) over the district’s deductible. Reinsurance coverage is provided by our commercial excess reinsurer in the amount of \$3,000,000, in excess of \$2,000,000, for a total of a \$5,000,000 limit per accident. In addition, SISC collaborates with the Schools Excess Liability Fund (SELF) for coverage in the amount of \$50,000,000 excess of \$5,000,000.

A standard \$5,000 deductible is applicable to collision and comprehensive claims for buses. The liability deductible for auto bodily injury and auto property damage claims is \$5,000 for both buses and “other vehicles.” The deductible for collision and comprehensive losses will be in the amount of \$2,500 for other vehicles. A deductible per loss exposure will be applied not to exceed a maximum of three deductibles per accident.

BOILER AND MACHINERY

The Boiler & Machinery policy is underwritten by Hartford Steam Boiler Insurance Company for the period of July 1, 2024 through July 1, 2025, subject to the policy’s exclusions, definitions, conditions and other limitations. Coverage is provided on a comprehensive basis with a limit of \$25,000,000, subject to the \$5,000 deductible feature, and covers boilers and various equipment and machinery on a replacement cost basis. A \$10,000 deductible applies to combined hardware, software, and data restoration.

COMPREHENSIVE CRIME

The Comprehensive Crime policy is underwritten by National Union Fire Insurance Company (subject to the policy’s exclusions, definitions, conditions and other limitations) coverage is effective July 1, 2024 through July 1, 2025, and provides coverage for inside crime, outside crime, depositor’s forgery, employee dishonesty and credit card forgery. Coverage is afforded in the amount of \$250,000 per occurrence along with the application of a \$7,500 deductible.

P.O. Box 1847, Bakersfield, CA 93303-1847
2000 K St • Larry E. Reider Education Center, Bakersfield, CA 93301
ph: 661.636.4710 fx: 661.636.4156 • sisc.kern.org

A Joint Powers Authority administered by the Kern County Superintendent of Schools Office, Mary C. Barlow, Superintendent

CONCUSSION INSURANCE

Coverage is provided to our member districts whose enrollment includes interscholastic sports for grades nine through twelve. This program has effective dates of August 1, 2024 through August 1, 2025, and is being underwritten by Mutual of Omaha Insurance Company. Coverage is triggered with the diagnosis of a concussion injury resulting from participation in a game or practice involving an interscholastic sport. The benefit is for an overall maximum medical expense up to \$25,000. All claims originate with SISC staff and will be coordinated and processed through the SISC Student Insurance Program. Questions regarding the coverage afforded and the processing of claims should be directed to Elsa Lara, Claims Examiner, at 661-636-4736 or by e-mail at ellara@siscschools.org

CYBER SUITE COVERAGE

SISC has partnered with the Hartford Steam Boiler Insurance Company to provide Cyber Suite Coverage to our member districts. Coverage is July 1, 2024 through July 1, 2025. There are seven (7) specific coverages available to our member districts under the plan. These are listed as Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Data Compromise Liability, Network Security Liability, Electronic Media Liability and Identity Recovery. The annual aggregate policy limit per member district is in the amount of \$50,000 effective July 1, 2024. Sub-limits pertain to Forensic IT Review, Legal Review, Federal and PCI Fines and Penalties, and Public Relations Services. A \$10,000 deductible applies to the Cyber Suite coverage. Questions regarding this coverage can be directed to Robert Kretzmer, Director, at 661-636-4709.

LIABILITY COVERAGE

Under the Memorandum of Coverage No. SLP 7124 25, effective July 1, 2024 through July 1, 2025, SISC provides a \$2,000,000 self-insured retention over the district's deductible. Reinsurance is provided in the amount of \$3,000,000 excess of the SISC self-insured retention for auto and general liability exposures and is subjected to a \$18,000,000 annual aggregate limit for the entire pool, inclusive of claims/suits related to childhood sexual abuse and molestation. Excess reinsurance coverage is provided by SELF in the amount of \$50,000,000 above the \$5,000,000 attachment point.

A \$5,000 deductible is applicable per claimant (unless the district is eligible for and has adopted a higher general liability deductible). A \$25,000 deductible will be applicable to claims and/or suits resulting from sexual abuse or molestation for districts with an ADA of below 4,000. A \$50,000 deductible will be applicable to these claims or suits for districts with an ADA at or above 4,000.

The MOC does not cover employees who willfully or intentionally participate in misconduct. Although not required to do so, SISC may exercise its discretion to extend a defense to alleged offenders if its investigation determines the allegations are likely without merit; however, it may not indemnify them if they are held liable for willful or intentional misconduct, as to do so is barred by law. Similarly, SISC will defend but not indemnify districts for wrongful termination, retaliation, and other alleged violations of law that result from intentional administrative actions.

Coverage generally is afforded for claims or suits arising from premises, operations, professional, products, contractual liability, errors and omissions and employment practices liability, subject to the exclusions, definitions, limitations and conditions found in the MOC.

Coverage is written on an occurrence basis for bodily injury, property damage, errors and omissions. Coverage is afforded with respect to personal injury and employment practices subject to an offense described in the definition of personal injury and employment practices.

The Student Accident Coverage provided by SISC is now found under Endorsement No. 2 attached to the Liability MOC. It is of course subject to the policy's exclusions, definitions, conditions and other limitations and provides benefits for student injury during regular classes, class trips, summer school and recreation, school sponsored activities and while students are on school owned or operated transportation.

Student Accident Coverage is secondary to any other applicable health insurance available to the student. The medical payment limit is \$2,500. No deductible is applicable. Coverage is included for athletic injury, except tackle football. The benefit period is fifty-two (52) weeks and benefits are limited to usual and reasonable expenses, unless specifically stated otherwise. The coverage pays for medical services commenced within thirty (30) days of injury.

PROPERTY COVERAGE

Under our Memorandum of Coverage SPP 7124 25, effective July 1, 2024 through July 1, 2025, SISC provides coverage for the district's interest in covered property. The coverage applies to all property of the insured including both real and personal property and including personal property of others for which the insured is liable (reporting requirements and conditions apply). Excess coverage is provided by commercial excess insurers above \$250,000, with a combined total of \$150,000,000.

The standard deductible for a property loss is \$5,000. Districts with building values in excess of \$100,000,000 are eligible for higher deductible options.

SISC does afford flood coverage under the Property MOC and our excess insurance policies. An annual aggregate limit of \$7,500,000 applies to flood coverage for all member districts, with the exception of those districts in Flood Zone A & V. (where the coverage limit is \$5,000,000.) Please note the flood limit is a limit that applies to the pool and not an individual district limit.

The Property MOC covers all risk of direct physical loss or damage, subject to the exclusions, definitions, conditions and other limitations set forth in the policy. In general, a deductible of \$5,000 applies to all losses. Please note that some districts have elected to take higher deductible amounts. Members should refer to their own individual MOC's.

Certain properties owned by your district or in your district's control are subject to sub-limits. A listing of those sub-limits can be found in Section VIII of the Property MOC entitled "Limits of Liability." In addition, there are particular kinds of property that are simply not covered under the MOC. These properties can be found under Section II of the MOC entitled "Interest and Property Not Covered."

Building and contents are insured for replacement cost; however, to recover replacement cost on a loss requires proof of actual replacement. Some property is valued at actual cash value; check the MOC for details on valuation.

SCHOOL CONNECTED ORGANIZATIONS

Liability coverage for School Connected Organizations can now be purchased by directly contacting Walter Mortensen Insurance/Insurica. SISC has collaborated with USLI Insurance to provide this coverage to our membership. Questions regarding how your booster club or foundation can apply for this coverage can be directed to Ranee Findley, at 661-316-5108 or by e-mail raanee.findley@insurica.com

SPECIAL EDUCATION VOLUNTARY COVERAGE PROGRAM

SISC affords coverage to our member districts under the Special Education Voluntary Coverage Program (SEVCP) for the reimbursement of fees and costs associated with the defense of Due Process Complaints before the Office of Administrative Hearings. This coverage pays up to \$200,000 (in the aggregate) per year to each enrolled member district with an ADA of 4,000 or above and \$100,000 (in the aggregate) per year to each enrolled member district with an ADA under 4,000. Should your district wish to enroll in this voluntary coverage program please contact Lilia Morentin, Administrative Secretary at 661-686-4495.

SUPPLEMENTAL STUDENT ACCIDENT COVERAGE

SISC will no longer offer individual supplementary student accident coverage for purchase by parents or guardians. However, districts will be eligible for purchase of district wide supplemental student accident insurance. For a description of this policy please contact Raneë Findley of Walter Mortensen Insurance/Insurica as noted above.

TACKLE FOOTBALL COVERAGE

This coverage can be purchased by parents or guardians of students who elect to participate in tackle football. The program is completely self-funded and self-administered by SISC staff. The policy will pay up to \$15,000 for covered medical expenses due to accidental bodily injury sustained in any one accident. The covered treatment, care, and services must be rendered within fifty-two (52) weeks of the accident. This is a low cost voluntary coverage available to parents and/or guardians seeking to provide coverage for the student athlete either as their primary or secondary insurance. In the event you have questions concerning enrollment or benefits, please contact Elsa Lara, Claims Examiner at 661-636-4736.

TERRORISM COVERAGE

SISC affords coverage for damage to property that result from acts of terrorism or sabotage in the amount of \$10 million above the SISC self-insured retention of \$250,000. In general, an act of terrorism is one that includes the use of force or violence, committed for political, religious or ideological reasons. In addition, SISC affords coverage for liability exposures to our member districts that result solely and directly from an act or acts of terrorism in the amount of \$1.75 million.

Should you have any further questions, please contact the SISC office by calling 661-636-4495.

RJK:lm



SISC

Self-Insured Schools of California
Schools Helping Schools

Memorandum of Coverage

No. SAP 7124 25

**School Business Auto Liability
and Physical Damage Program**

**Auto Coverage
Declarations**

Throughout this Memorandum of Coverage ("Memorandum"), words and phrases that appear in bold print have special meaning and are defined in the "Definitions" section(s).

- A. Covered Party:
- B. Covered Period: July 1, 2024 to July 1, 2025
- C. Limit of Liability per Accident: \$2,000,000.00
- D. Deductible per Accident: \$5,000 Collision/Comp deductible for buses
\$2,500 Collision/Comp deductible for other vehicles
\$5,000 Auto Liability/Bodily Injury
\$5,000 Auto Liability/Property Damage

A deductible per loss exposure will be applied not to exceed a maximum of three deductibles per accident. In the event there is more than one-member agency vehicle involved in the same accident a deductible charge per member agency vehicle will apply. A \$1,000 supplementary coverage is afforded for loss or damage to personal property and this supplementary coverage is not subject to a deductible.

In consideration of the payment of premium and subject to the following Terms and Provisions, Self-Insured Schools of California (SISC II), hereinafter referred to as the "**authority**," and the party named in the Declarations, herein-after referred to as the "**covered party**," do hereby agree as follows:

E. Schedule of Coverage and Covered Autos

1. Schedule of Coverages

<u>Coverages</u>	<u>Covered Autos</u>	<u>Limits</u>
Liability Coverage	A, B, C, D, E, F	\$2,000,000.00
Medical Payments Coverage	N/A	—
Uninsured Motorist Coverage	N/A	—

Physical Damage:

- | | | |
|--|------------------|-------------------|
| <input type="radio"/> Comprehensive Coverage | A, B, C, D, E, | Actual Cash Value |
| <input type="radio"/> Collision Coverage | A, B, C, D, E, F | Actual Cash Value |

Garage Liability Coverage	A, D	\$2,000,000.00
---------------------------	------	----------------

Garagekeepers Legal Liability Coverage:

- | | | |
|--|---|-------------------|
| <input type="radio"/> Comprehensive Coverage | D | Actual Cash Value |
| <input type="radio"/> Collision Coverage | D | Actual Cash Value |

2. Schedule of Covered Autos

- A. **Owned Autos**
- B. **Hired Autos**
- C. **Borrowed Autos**
- D. **Non-Owned Autos**
- E. **Trailers**
- F. **Owned Autos Acquired After the Coverage Begins**

F. Item E of the Auto Coverage Declarations shows the "autos" that are covered autos for each of the coverages. The letters entered next to the coverage correspond to the description provided in Item E and as defined in Section III of this Memorandum. The letters entered next to the coverage designate the only "autos" that are covered autos.

* Includes towing coverage subject to the deductible stated in the Declarations.



SISC

Self-Insured Schools
of California
Schools Helping Schools

Memorandum of Coverage

No. SAP 7124 25

School Business Auto Liability And Physical Damage Program

This Memorandum of Coverage ("Memorandum") refers to Self-Insured Schools of California (SISC II) as the **authority** and the party named in Item A of the declarations as the **member**. The **authority** is a public joint powers authority formed pursuant to California Government Code sections 990.4, 990.8, and 6500 et seq. In consideration of the contribution paid by the **member** and the liability coverage provided by the **authority** below, they agree as follows:

I. Auto Liability Coverage

A. Terms of Coverage

1. The **authority** will pay all sums the **covered party** legally must pay as damages because of **bodily injury or property damage** to which this memorandum of coverage applies, up to the limit of liability stated in the declarations, caused by an **accident** which results from the ownership, operation, maintenance, or use of a covered **auto**.
2. The **authority** has the right and duty to select defense counsel and defend any **suit** against the **covered party** asking for damages arising out of an **auto accident**; however, there is no duty to defend **suits** for **bodily injury or property damage** not covered by this memorandum of coverage. The **authority's** duty to defend or settle ends when the **auto** liability coverage limit has been exhausted by payment of judgments or settlements.

B. Who Is Covered

1. The **covered party** named in the declaration
2. Other **covered parties** are:
 - a) Anyone else while using, with the permission of the **covered party**, any **owned auto, hired auto, borrowed auto or non-owned auto**, except:
 - (1) Anyone using a covered **auto** while engaged in the business of selling, repairing or parking autos, unless such business is owned by the **covered party**;
 - (2) Anyone using a **hired, borrowed or non-owned auto** not in the business of the **covered party**;
 - (3) Anyone other than an employee of the **covered party** while using a **borrowed or non-owned auto**;
 - (4) Any **auto** not owned by the **covered party** while used, with the permission of the owner, as a temporary substitute **auto** for an **owned auto** which is out of service because of:

- (a) Breakdown
- (b) Servicing
- (c) Repair
- (d) Loss or destruction

- b) Anyone else who is not otherwise excluded under paragraph I.B.2 above and is liable for the conduct of the **covered party**, but only to the extent of that liability.

C. Exclusions

This memorandum of coverage does not apply to:

1. Any obligation for which the **covered party** may be held liable under any workers' compensation or disability law or under any similar law.
2. Any obligation of the **covered party** to indemnify another for damages resulting from **bodily injury** to any employee of the **covered party**.
3. **Bodily injury** to any employee or resident relative of the **covered party** arising out of and in the course of his or her employment.
4. **Property damage** to property:
 - a) Owned, used or transported by any **covered party**.
 - b) Rented, leased to, or in the charge, care, custody or control of any **covered party**.
5. Any **bodily injury** or **property damage** resulting from handling of property before it is moved into or onto the covered **auto** or after it is moved from the covered **auto** to its place of delivery.
6. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:
 - a) Being transported, towed, or handled for movement, into, on or from a covered **auto**;
 - b) Otherwise in the course of transit by a **covered party**;
 - c) Being stored, disposed of, treated or processed in or on the covered **auto**;
 - d) Before they are moved by a covered **auto** from the place they are stored, during any movement by a covered **auto**, or after they are delivered, disposed of, or abandoned by the **covered party**.
7. Any **loss** cost or expense arising out of any governmental direction or request to monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
8. **Bodily injury** or **property damage** resulting from the hazardous properties of nuclear material, however manifested, and including, but not limited to, nuclear explosion, reaction, radiation, or radioactive contamination.
9. **Bodily injury** or **property damage** expected or intended from the standpoint of the **covered party**.
10. **Bodily injury** or **property damage** arising out of the use of any automobile used in or while in practice or preparation for pre-arranged racing, speed, demolition, stunting activity, auto rally or exhibition.

11. This coverage does not apply to any obligation of any **covered party** under any Uninsured Motorist or Underinsured Motorist law and to any sums you may be legally entitled to recover as damages from the owner or operator of an uninsured or underinsured **auto** because of **bodily injury** or **property damage** sustained by any **covered party**, caused by an occurrence and arising out of the ownership, maintenance or use of such **auto**. Use includes operation and loading and unloading.

D. Limit of Coverage – Liability

Regardless of the number of covered **autos**, **covered parties**, premiums paid or claims made or vehicles involved in the accident, the most the **authority** will pay for all damages resulting from one accident involving one **covered party** is the limit of coverage outlined in the declarations. All **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

II. Auto Physical Damage Coverage

In consideration of the payment of premium, the **authority** agrees with the **covered party** as follows:

A. Coverage – The **authority** will pay for **loss** to a covered **auto** or its equipment under:

1. Comprehensive Coverage: From any cause except the covered auto's collision with another object or its overturn.
2. Collision Coverage: Caused by the covered auto's collision with another object or its overturn.

B. Exclusions

This memorandum of coverage does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown;
2. Blowouts, punctures or other road damage to tires;
3. **Loss** caused by declared or undeclared war, insurrection, rebellion or their consequences, or any act or condition incident to war;
4. Loss caused by the explosion of a weapon or its consequences;
5. **Loss** caused by radioactive contamination, nuclear reaction or radiation, however caused;
6. Loss to sound reproducing equipment not permanently installed in a covered auto;
7. **Loss** to tapes or other sound reproducing devices designed for use with sound reproducing equipment;
8. **Loss** to any sound receiving equipment, citizens band radio, two-way mobile radio or telephone, or scanning monitor receiver, including its antennas and other accessories, unless they are permanently installed in the covered auto.

C. Limit of Liability – At its option, the **authority** may:

1. Pay for, repair or replace damaged or stolen property; or
2. Return the stolen property at the **authority's** expense and repair the damage caused by the theft.
3. The limit of liability is the smaller of the following amounts:
 - a) The actual cash value (ACV) of the stolen property at the time of **loss**; or

b) The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

D. Deductible: For each covered **auto**, the obligation to pay to repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown below.

<u>Coverage</u>	<u>Deductible*</u>
Comprehensive Coverage	As stated in the Declarations
Collision Coverage	As stated in the Declarations

*Applies per accident or loss.

E. Duties of **covered party** in the event of **loss**

To recover for **loss** to a covered **auto** or its equipment, the **covered party** must do the following:

1. Submit written notice of accident or **loss**, including the time, place and circumstance;
2. Permit the **authority** or its authorized representative to appraise the damaged property;
3. Promptly notify the police or appropriate civil authority if the covered **auto** or any of its equipment is stolen or vandalized;
4. Take reasonable steps to protect the covered **auto** from further **loss** following an **accident** or **loss**;
5. Submit a proof of **loss** as required by the **authority**.

F. Appraisal – If the **covered party** and the **authority** fail to agree as to the amount of **loss**, either may demand an appraisal of the **loss**. The **covered party** and the **authority** shall each select a competent appraiser and the appraisers shall select a competent disinterested umpire. The appraisers shall state separately the actual cash value (ACV) and the amount of **loss** and, failing to agree, they shall submit their differences to the umpire for a decision and award. The **covered party** and the **authority** shall each bear the cost of their own selected, competent appraiser, and shall bear equally the cost of the umpire and other expenses of appraisal and award.

G. No Benefit to Bailee - The **authority** will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Memorandum of Coverage.

III. Garage Coverage

A. Garage Liability Coverage

1. The **authority** will pay all sums the **covered party** legally must pay as damages because of **bodily injury** or **property damage** to which this coverage applies caused by an **accident** resulting from “garage operations”.
2. The **authority** has the right and duty to defend any **suit** asking for these damages. However, the **authority** has no duty to defend **suits** for **bodily injury** or **property damage** not covered by this memorandum of coverage. The **authority** has the right to investigate and settle any claim or **suit** it deems appropriate. The duty to defend or settle any claim or **suit** ends when the liability limit stated in the declarations has been exhausted by payment of judgments or settlements.

- a) Limits - as stated in the Declarations.
- b) Deductible - as stated in the Declarations.
- c) Covered Auto – Any **non-owned auto** left with the **covered party's** “garage operations” for service, repair, storage or safekeeping.

3. Limit of Coverage – Liability

Regardless of the number of covered **autos**, **covered parties**, premiums paid or claims made or vehicles involved in the accident, the most the **authority** will pay for all damages resulting from one accident involving one **covered party** is the limit of coverage outlined in the declarations. All **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

B. Garage-keepers Legal Liability Coverage

1. The **authority** will pay all sums the **covered party** legally must pay as damages for **loss** to a covered **auto** or **auto** equipment left in the care of the **covered party** for service, repair, storage, or safekeeping under **covered party's** garage operations for:

- a) Comprehensive coverage – for any cause except:
 - (1) The covered **auto's** collision with another object; or
 - (2) The covered **auto's** overturn.
- b) Collision coverage caused by:
 - (1) The covered **auto's** collision with another object; or
 - (2) The covered **auto's** overturn.

2. Regardless of the number of covered **autos**, claims made, or **suits** brought, the most the **authority** will pay for each **loss** at each location of garage operations subject to the applicable deductible is actual cash value not to exceed the limit of liability stated in the declarations.

C. Who is Covered

1. The **covered party** named in the declarations.

2. Other **covered parties** are:

- a) Anyone else while using, with the permission of the **covered party**, any owned, hired, borrowed or non-owned auto, except:
 - (1) Anyone using a covered **auto** while engaged in the business of selling, repairing or parking **autos** unless such business is owned by the **covered party**;
 - (2) Anyone using a **hired, borrowed** or **non-owned auto** not in the business of the **covered party**;
 - (3) Anyone other than an employee of the **covered party** while using a **borrowed** or **non-owned auto**;
 - (4) Any **auto** not owned by the **covered party** while used with the permission of the owner as a temporary substitute **auto** for an **owned auto** which is out of service because of:

- (a) Breakdown;
- (b) Servicing;
- (c) Repair;
- (d) Loss or destruction.

D. Exclusions

The **authority** will not pay for **loss** or damage caused by or resulting from the following:

1. **Bodily injury or property damage** expected or intended from the standpoint of the **covered party**, but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
2. Liability assumed under agreement or contract, but this exclusion does not apply to a covered contract.
3. Any obligation for which the **covered party** may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.
4. **Bodily injury** to an employee arising out of and in the course of employment by the **covered party** or **bodily injury** to any fellow employee of the **covered party** arising out of and in the course of the fellow employee's employment.
5. Property owned by the **covered party**.
6. Any watercraft or aircraft.
7. **Property damage** to the parts actually worked on, or to the actual work performed by the **covered party**, including materials or equipment used in connection with such work.
8. Damages claimed for any **loss**, cost or expense incurred for the **loss** of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the products or work performed or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of known or suspected defect, deficiency, inadequacy or dangerous condition in it.
9. **Bodily injury or property damage** due to war, whether declared or not, including civil war, insurrection, rebellion or revolution.
10. Wear, tear, freezing, mechanical or electrical breakdown.
11. Blowouts, punctures or other road damage to tires.
12. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:
 - a) Being transported, towed or handled for movement into, on or from a covered **auto**;
 - b) Otherwise in the course of transit by a **covered party**;
 - c) Being stored, disposed of, treated or processed in or on the covered **auto**;

d) Before they are moved by a covered **auto** from the place they are stored, during any movement by a covered **auto**, or after they are delivered, disposed of or abandoned by the **covered party**.

13. Any **loss** cost or expense arising out of any governmental direction or request to monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

14. Participating in any organized racing event.

E. Special Provisions

1. The most the **authority** will pay for **loss** to a covered **auto** is the lesser of:

a) The actual cash value of the damaged or stolen property as of the time of **loss**; or

b) The cost to repair or replace the damaged or stolen property with other property of like kind and quality.

2. If there is a disagreement as to the amount of **loss**, either the **authority** or the **covered party** may demand an appraisal of **loss**. In this event, each party will select a competent appraiser. The two appraisers will select a competent, impartial umpire. The appraisers will separately determine the actual cash value and **loss**, and if they fail to agree, they will submit their differences to the umpire. The umpire will make a decision binding upon each party. Each party will:

a) Pay its chosen appraiser's fees; and

b) Bear all other expenses of the appraisal and the fees of the umpire equally.

3. No one may bring legal action against the **authority** under this Garage Form until:

a) There has been full compliance with all of the terms and conditions of this coverage; and

b) Under the liability coverage, it is agreed in writing, with the **authority's** consent, that the **covered party** has an obligation to pay, or until that obligation has been finally determined by judgment after trial. No one has the right under this coverage to bring the **authority** into any legal action to determine the **covered party's** liability.

4. If payment is made under this coverage form, the **authority** has the right to recovery and the **covered party** agrees to:

a) Transfer all rights of recovery to the **authority** following payment of **loss**; and

b) Assist the authority in perfecting its right of recovery and do nothing following an accident or **loss** to impair those rights of recovery.

IV. Definitions Applicable to All Coverage Parts

A. **Accident** means a fortuitous event, including the continuous or repeated exposure to the same conditions, resulting in **bodily injury** or **property damage** which was neither

expected nor intended from the standpoint of the **covered party**.

- B. **Authority** means Self-Insured Schools of California (SISC II).
- C. **Auto** means a land motor vehicle, bus, **trailer** or semi-trailer designed and licensed for travel on public roads, but does not include **mobile equipment** or motorcycles.
- D. **Bodily Injury** means bodily harm, sickness or disease, including death or loss of services resulting from any of these.
- E. **Borrowed autos** means an **auto** borrowed by the **covered party** named in the declarations from someone else, including any employee of the **covered party** with the permission of the owner and while used solely in connection with the business of the **covered party** named in the declarations. A **borrowed auto** does not include an **owned**, leased, **hired**, rented or a temporary substitute **auto**.
- F. **Covered contract** means:
 - a) A lease of premises;
 - b) A sidetrack agreement;
 - c) An easement agreement in connection with railroad crossings;
 - d) An indemnification of a municipality as required under ordinance;
 - e) That part of a contract or agreement pertaining to the covered garage business under which the tort liability of another is assumed by the **covered party** to pay damages because of **bodily injury** or **property damage** to a third party or organization if the contract is made prior to such **bodily injury** or **property damage**. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.
- G. **Covered party** means the **covered party** named in the declarations and any party meeting the definition of "other **covered parties**" stated in Section I. B. 2 of this memorandum.
- H. **Garage operations** means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. Garage operations include the ownership, maintenance or use of the autos indicated in the declarations as covered **autos**. Garage operations also include all operations or incidental to a garage business.
- I. **Hired auto** means only those **autos** which the **covered party** named in the declarations rents or leases, but does not include **borrowed autos**.
- J. **Loss** means direct and accidental damage or **loss**.
- K. **Mobile equipment** means any of the following land vehicles:
 - a) Specialized equipment such as bulldozers, power shovels, rollers, graders, scrapers, cranes, farm machinery, street sweepers, forklifts, pumps, generators, air compressors, drills or other similar equipment designed for use principally off public roads;
 - b) Vehicles designed for use principally off public roads;

- c) Vehicles not required to be licensed.
 - L. **Non-owned auto** means an **auto** which is not owned, leased, hired, rented or borrowed by the **covered party** named in the declarations which is used with the permission of the owner solely in connection with the business of the **covered party** named in the declarations, but does not include temporary substitute **autos**.
 - M. **Owned auto** means **auto** legally registered to the **covered party** or **autos** as to which the **covered party** acquires ownership after the inception of the memorandum of coverage.
 - N. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - O. **Property damage** means damage to or **loss** of use of tangible property.
 - P. **Suit** means a civil proceeding in which damages, because of **bodily injury** or **property damage** to which this coverage applies are alleged. **Suit** includes an arbitration proceeding alleging such damages to which the **covered party** must submit by court order or by the **authority's** consent or request.
 - Q. **Trailer** includes semi-trailers.
- V. Conditions Applicable to All Coverage Parts
- A. **Territory:** This memorandum of coverage covers **accidents** or **losses** which occur during the policy period in the United States of America or Canada.
 - B. **Notice and Cooperation:** In the event of an accident, claim or **loss**, the **covered party** will give prompt notice to the **authority** and do the following:
 1. Advise how, when and where the **loss** or accident occurred;
 2. Provide the names and addresses of all involved, including witness;
 3. Cooperate with the **authority** or its authorized representative in the investigation, settlement or defense of claim or **suit**;
 4. Promptly notify the police or appropriate civil authority of theft or vandalism of an **auto** or its equipment;
 5. Assume no obligation, make no payment, incur no expense and make no commitment without prior consent of the **authority**;
 6. Take all reasonable steps to protect the covered **auto** from further damage; and
 7. Permit the **authority** to inspect the damage or **loss** to the covered **auto** prior to repair or disposition;
 8. Cooperate with the **authority** or its designee in the investigation or defense of any claim or **suit**;
 9. Immediately send to the **authority** any notices or legal papers received in connection with the accident or **loss**;

10. Provide information on where and how the accident or loss happened and assist in obtaining the names and addresses of injured persons and witnesses.
- C. Voluntary Payments: No **covered party** shall, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense without the consent of the **authority**.
- D. Other Insurance: When this coverage form and any other coverage form or policy covers an accident, the **authority's** coverage shall be excess over any other such insurance or coverage, whether primary, excess, contingent, or on any other basis; provided such other insurance or coverage is not written specifically to apply as excess over the coverage provided by this memorandum.

When this coverage is excess, the **authority** shall have no duty to defend the **covered party** against any **claim** or **suit** if any other coverage or insurer has a duty to defend the **covered party** against that **claim** or **suit**.

When the coverage provided by this memorandum is excess, the **authority** shall pay only its share of the loss, if any, that exceeds the sum of the total amount that all such other insurance or coverage forms would pay for the loss in the absence of the coverage provided by this memorandum.

- E. Right to recover: If the **authority** makes any payment on behalf of the **covered party** and is entitled to recover what was paid from other responsible parties, the **covered party** must transfer to the **authority** all such rights of recovery, assist the authority in perfecting such rights and do nothing to jeopardize those rights.
- F. Arbitration:
1. In the event that a question or dispute arises between the **authority** and a **covered party** concerning the applicability of the coverage provided by this memorandum to a **loss** by or **claim** or **suit** against the **covered party**, the **covered party** or the **authority** may make a written request for arbitration. When such a request is made, arbitration, as provided herein, shall be a condition precedent to the filing of any civil action concerning or in any way arising out of such question or dispute;
 2. Upon written request of any party, each party shall choose an arbitrator and the two chosen shall select a third arbitrator (judge). If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of the written request for arbitration, the requesting party may appoint a second arbitrator. All arbitrators appointed by any party shall be disinterested persons experienced and knowledgeable in the field of insurance or Joint Powers Authorities and in all cases shall be disinterested in the outcome of the arbitration. If the two arbitrators fail to agree on the selection of a third arbitrator (judge) within thirty (30) days of their appointment, the covered party shall petition JAMS, Sacramento, California to appoint the third arbitrator (judge). If the JAMS, Sacramento office fails to appoint the third arbitrator (judge) within thirty (30) days after it has been requested to do so, either party may request the Superior Court of the State of California, County of Sacramento, to appoint the third arbitrator pursuant to California Code of Civil Procedure § 1281.6. The third arbitrator (judge) shall be a retired justice or judge of the California Supreme Court, the California Court of Appeal, the California Superior Court, the United States District Court, Northern, Eastern, Central or Southern Districts of the California or of the Ninth Circuit Court of Appeal, who is experienced and knowledgeable in the field of insurance or Joint Power's Authorities. Each party will bear the expenses it incurs, and the covered party and

the authority will bear the expense of the third arbitrator equally.

Local rules of law as to procedure and evidence will apply. A decision agreed to by two (2) of the arbitrators will constitute a determination of the matter in question or dispute.

3. No action shall lie against the **authority** unless, as a condition precedent thereto, the **covered party** shall have fully complied with all the terms of this memorandum; nor until the amount of the **covered party's** obligation to pay the claim of a third party shall have been finally determined either by judgment against the **covered party**, after actual trial, or by written agreement of the **covered party**, the claimant, and the **authority**. Said judgment shall not be deemed final, if an appeal is filed therefrom, until the suit shall have been finally determined on appeal. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement, shall thereafter be entitled to recover under this memorandum to the extent of the coverage afforded by this memorandum.

Nothing contained in this memorandum shall give any person or organization any right to bring an action against the **authority** or to join the **authority** as a co-defendant in any action against the **covered party** to determine such **covered party's** liability.

- G. Legal action against the **authority**: No legal action may be brought against the **authority** until it agrees in writing that there is an obligation to pay or until the amount of that obligation has been finally determined by a judgment after trial. No person or organization has any right under this memorandum of coverage to bring the **authority** into any action to determine the liability of the **covered party**.
- H. Statutory provision: Terms of this memorandum of coverage which are in conflict with the statutes of the State of California are amended to conform to such statutes.
- I. Bankruptcy: Bankruptcy or insolvency of the **covered party** will not relieve the **authority** of any obligations under this coverage form
- J. Right to modify: The authority reserves the right to revise, update and/or modify the terms and conditions of this memorandum from time to time and throughout the term of the **coverage period** as may seem necessary and reasonable to the authority due to an amendment to or repeal of any of the provisions of law referred to herein or for any other reason. When it shall do so, the authority shall provide appropriate notification to members through appropriate bulletins and/or memoranda outlining the changes.

VI. Supplemental Coverages

The **authority** will pay for the personal property of the **covered party** up to a maximum amount of \$1,000 valued at actual cash value. In this instance personal property refers to property that is owned, borrowed or leased by the **covered party**. This coverage part does not apply to the personal property of any employee of the **covered party**. No deductible shall apply.



SISC

Self-Insured Schools of California
Schools Helping Schools

Memorandum of Coverage

No. SLP 7124 25

School Liability Program

General Liability

Declarations

Throughout this memorandum, words and phrases that appear in bold print have special meaning and are defined in the "definitions" section(s).

A. **Covered party:**

B. Covered period: from 07-01-2024 through 07-01-2025

C. **Limit of liability per occurrence:** \$2,000,000 for claims under all coverages A-G subject to certain sub-limits.

\$25,000,000 per **occurrence** or Wrongful Act or Employee Benefits Wrongful Acts, regardless of the number of members or **Covered Parties** involved in the Occurrence, Wrongful Act, or Employee Benefit Wrongful Act, and further subject to the aggregate limits set forth in these Declarations;

a. For claims resulting from **Sexual Misconduct** (Coverage H): \$2,000,000, subject to the following limitations:

1) For liability above \$2,000,000 for all claims as to all SISC **Members** and **Member's Agencies** collectively for **Sexual Misconduct**, the following group aggregate limits apply:

\$18,000,000 for **claims** or **suits** arising out of sexual abuse, molestation, harassment and/or sexual assault, regardless of the number of **Members, Member's Agencies, or Covered Parties** involved, claims made, **suits** brought, persons or organizations making claims or bringing **suits**, victims, incidents or locations, as set forth in Coverage H "**Sexual Misconduct**";

D. **Deductible per occurrence:** \$

In consideration of the payment of premium and subject to the following terms and conditions, Self-Insured Schools of California, hereinafter referred to as the **authority**, and the party named in the declarations, hereinafter referred to as the **member**.

A \$5,000 deductible is applicable per claimant (unless the district is eligible for and has adopted a higher general liability deductible). A \$25,000 deductible will apply to claims and/or suits resulting from childhood sexual abuse for districts with ADA of below 4,000. A \$50,000 deductible will apply for districts with ADA of 4,000 or above.



SISC

Self-Insured Schools of California
Schools Helping Schools

Memorandum of Coverage

No. SLP 7124 25

School Liability Program

This **memorandum** refers to Self-Insured Schools of California (SISC) as the **Authority** and the party named in Item A of the declarations as the **Member**. The **authority** is a public joint powers authority formed pursuant to California Government Code sections 990.4, 990.8, and 6500 et seq. In consideration of the contribution paid by the **member** and the liability coverage provided by the **authority** below, they agree as follows:

Section I – Coverages

Subject to the **member's** deductible, the **authority** agrees to pay on behalf of a **covered party** all sums that a **covered party** shall become obligated to pay as **damages**, in excess of the coverage available to any **covered party** under any other insurance policy or risk transfer agreement, by reason of liability imposed by law, or the liability of others assumed or retained under a **covered contract**, because of:

- Coverage A:** Bodily Injury
- Coverage B:** Property Damage
- Coverage C:** Errors and Omissions
- Coverage D:** Personal Injury
- Coverage E:** Employment Practices
- Coverage F:** Employee Benefit Wrongful Acts
- Coverage G:** Liability that the member is required to insure against under Education Code sections 35208 and 72507 or is authorized to insure against under Government Code sections 989 and 990.
- Coverage H:** Sexual Misconduct

to which this **memorandum** applies, caused by an **occurrence**.

Section II – Defense and Settlement

With respect to coverage afforded by this **memorandum**, the **authority** shall, within the **limit of liability**:

- A. Provide for all investigation and adjusting services.
- B. Select defense counsel, defend in the name of and on behalf of the **covered party**, and pay all **defense costs** for any **suit** against a **covered party** even if such **suit** is groundless, false or fraudulent. The **authority** will appoint separate or independent counsel for a **covered party** only if required by Condition Q. The **authority** shall have no duty to defend once the limit of liability specified in Item C of the Declarations has been exhausted by payment of judgments and/or **defense costs**.
- C. Have the right, but not the duty, to settle any **claim** or **suit** as it deems necessary or expedient. Notwithstanding any of the foregoing, the **authority** shall have no duty to defend any **claim** or other proceeding which is not a **suit**.

Section III -- The Authority's Limit of Liability

- A. The **authority's limit of liability** to a **covered party** as the result of any one **occurrence** is the amount specified in Item C of the Declarations.
- B. A single **limit of liability** applies collectively to all **covered parties** for any one **occurrence**. The single **limit of liability** will apply collectively to all of the **authority's members** or parties claiming coverage from the **authority** for that **occurrence** under any Memorandum(s) between the **authority** and any of its **members**.
- C. For the purpose of determining the **limit of liability**, all **damages** during the **coverage period** arising out of continuous or repeated exposure to substantially the same general conditions or course of conduct shall be considered as arising out of one **occurrence**.
- D. There is no limit to the number of **occurrences** covered under this **memorandum**.

Section IV -- Coverage Period and Territory

The coverages stated in Section I of this **memorandum** apply to **bodily injury, property damage, errors and omissions, personal injury, employment practices**, acts or omissions falling within **Coverage F**, and **sexual misconduct** falling within **Coverage H**, occurring during the coverage period anywhere in the world caused by an **occurrence**. However, the **authority** will defend **suits** only in the United States.

Section V -- Covered Parties

The parties covered by this **memorandum** are:

- A. The **member** and the **member's agencies**;
- B. The **member's Employees**;
- C. A charter school that is chartered by a **member**;
- D. Any person or entity that the **member** is obligated by a written contract that is a **covered contract** to provide with coverage, but only with respect to **bodily injury** or **property damage** arising out of operations performed by or on behalf of the member or at its facilities. The coverage shall be no broader and for no higher limit of liability than required by such **covered contract**.

Except pursuant to Section V.D., a Joint Powers Authority is not a **covered party**.

Section VI -- Exclusions

This **memorandum** does not apply to actual, alleged or threatened liability arising out of or in any way connected to:

- A. Injuries or **damages** that do not result from an **occurrence**.
- B. The existence, formation, negotiation, performance, failure to perform, or breach, of a contractual obligation.

- C. Assumption of liability in a contract or agreement, unless under a **covered contract** and then only for **bodily injury** or **property damage** for which the **member, member's agency, or member's charter school** may be liable.
- D. Any workers compensation or disability benefits law, or any similar law, plan or agreement.
- E. **Bodily injury** of any **employee** arising out of and in the course of his employment by any **covered party**; or to the spouse, child, parent, brother or sister of the **employee** as a consequence of the above.

This Exclusion shall not apply to liability assumed by a **member** under a **covered contract**.

- F. Violation of the responsibilities, obligations or duties imposed by the Fair Labor Standards Act (FLSA), Labor Code and Wage Orders promulgated by the California Industrial Welfare Commission and any other federal, state or local statute or law similar thereto (including disputes over compensation, wages, hours, salary and employee benefits under the Education Code other than for an **employee benefit wrongful act** or **employment practices**), or rules or regulations promulgated under any such statutes, laws or orders.
- G. The ownership, maintenance, operation, use, loading, or unloading of any **automobile**,
 1. Owned or operated by, or rented or loaned to a **covered party**, or
 2. Operated by any **employee** in the course of their employment with a **covered party**.

This exclusion includes damage to or destruction of any **automobile** owned by, rented to, leased by, or in the care, custody or control of a **covered party**, and damage to or destruction of **mobile equipment** transported by an **automobile** owned by, rented to, leased to, or in the care, custody or control of any **covered party**.

- H. Liability arising out of the operation, ownership, maintenance, use, loading, unloading, or towing of any **aircraft** that is rented to, owned by, or in the care, custody or control of a **covered party**.
- I. The ownership, maintenance, operation, use, loading or unloading of:
 1. Any **watercraft** owned or operated by or rented or loaned to a **covered party**, or
 2. Any other **watercraft** operated by any **employee** in the course of his employment with a **covered party**, but this exclusion does not apply to manually powered boats or sailboats under 25 feet in length, to powerboats with less than 25 horsepower or to operations performed by independent contractors.

This exclusion shall not apply to liability arising out of the use of non-owned watercraft operated by third parties in connection with marine excursions, field trips or substantially similar activities.

- J. The use of trampolines or springboards which are more than four (4) feet in diameter and whose surface is more than two (2) feet above floor level and other similar type rebounding or tumbling devices.
- K. Arising out of the use or display of **fireworks** by any **covered party**.
- L. The presence of, or exposure to, asbestos in any form; or to harmful substances emanating from asbestos. This includes the ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to asbestos. Such injury from or exposure to asbestos also includes, but is not limited to:

1. The existence, installation, storage, handling or transportation of asbestos;
2. The removal, abatement or containment of asbestos from any structures, materials, goods, products, or manufacturing process;
3. The dispersal of asbestos;
4. Any structures, manufacturing process, or products containing asbestos;
5. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damages; or
6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

This exclusion applies to any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

1. **Claim, suit**, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any **covered party** or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or asses the actual or alleged effects of asbestos; or
2. **Claim, suit**, demand, judgment, obligation, request or settlement due to any actual, alleged or threatened injury or damage from asbestos or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, asbestos by any **covered party** or by any other person or entity; or
3. **Claim, suit**, demand, judgment, obligation, or request to investigate which would not have occurred in whole or in part, but for the actual or alleged presence of or exposure to asbestos.

This Exclusion L applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the asbestos.

M. Lead

1. **Bodily injury** or property **damage arising** out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form from any source; or
2. Any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
 - a. **claim, suit**, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source; or
 - b. to any **claim** or **suit** by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

N. Organic Pathogens

1. Any liability arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any **organic pathogen**.
2. Any loss, cost or expense arising out of any:
 - a. request, demand, order or statutory or regulatory requirement that any **covered party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **organic pathogen**, or
 - b. **claim or suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any **organic pathogen**.

This exclusion does not apply to **bodily injury** caused by any **organic pathogen** in or on any food or beverages sold, distributed, served or handled by any insured.

O. Injury, sickness, disease, death, or destruction:

1. With respect to which a **covered party** under this **memorandum** is also covered under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be covered under any such policy, but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. The **covered party** is, or had such policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any organization; or
 - c. Resulting from the **hazardous properties of nuclear material**; if
 - (i) The nuclear material is at any nuclear facility owned by, or operated by or on behalf of a **covered party**, or has been discharged or dispersed therefrom;
 - (ii) Fuel or **waste** is or was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **covered party**; or
 - (iii) The **injury, sickness, disease, death, or destruction** arises out of the furnishing by a **covered party** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations, or use of any **nuclear facility**.

P. The discharge, dispersal, seepage, migration or release, or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants, or pollutants at any time, including any:

1. Request, demand or order or statutory or regulatory requirement that any **covered party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

2. **Claim or suit** by, or on behalf of, a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

This subsection shall not apply to such loss, cost, or expense arising from any spill, release, or other hazardous condition at or from the premises, equipment, or location(s) which a **covered party** does not own, rent, control or occupy.

This exclusion P. shall not apply to the following:

1. Any liability arising out of **bodily injury** or **property damage** due to an **occurrence** arising out of heat, smoke, or fumes from a hostile fire;
2. Any liability arising out of explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, earthquake or collision, upset, or overturn of an automobile or equipment;
3. Any liability arising out of use of mace, oleoresin capsicum (o.c.), pepper gas or tear gas; or
4. Weed abatement or spraying;
5. Any liability arising out of the **products-completed operations hazard**.

All liability arising from paragraphs 1., 2., 3., 4., or 5., above arising out of the same, interrelated, associated, repeated or continual discharge, dispersal, release or escape of pollutants shall be deemed one **occurrence**, wrongful act, **employment practice** liability wrongful act or **employee benefit wrongful act**.

- Q. Damage to property owned by, or leased or rented to, any **covered party**.
- R. **Land subsidence**.
- S. A dishonest, fraudulent, criminal or malicious act.
- T. A **covered party** gaining any personal profit or advantage to which that **covered party** is not legally entitled.
- U. Failure to investigate or ensure the adequacy of payment bonds, performance bonds, or any other sureties given by a general contractor in connection with a construction contract, or given by any other person or entity in connection with any other contract that requires the furnishing of payment bonds, performance bonds, or any other sureties.
- V. The refund of taxes, fees, or assessments.
- W. **Personal injury** arising out of oral or written publication of material in any manner, if done by or at the direction of the **covered party** with knowledge of its falsity.
- X. The use, misuse or loss of funds, grants, or appropriations, or any **claim** for the return of such funds, grants, or appropriations for any reason.
- Y. The purchase, sale, diminution of value or representation about any security, debt, bank deposit or financial interest or instrument.

- Z. An **employee benefit program**, except for an **employee benefit wrongful act**.
- AA. Insufficient funds to meet obligations under any plan included in an **employee benefit program**, return on investments, misleading information regarding past performance of any investment vehicle, or advice given regarding whether to participate in an **employee benefit program**.
- BB. Notwithstanding California Government Code section 990, subdivision (c), any willful or intentional act or omission for which insurance coverage would be precluded under Insurance Code Section 533.
- CC.
 1. Corporal punishment; or
 2. Physical or mental abuse.
 3. **Sexual misconduct** within the scope and meaning of Coverage H (Sexual Misconduct).

This Exclusion shall apply only to the **covered party** or other person, who commits or threatens corporal punishment or physical or mental abuse.

This Exclusion shall not apply to Coverage E: **Employment Practices**.

- DD. **Bodily injury or property damage** that any **covered party** knew or should have known existed before the commencement of the **coverage period**, or that were manifested before the **coverage period**. **Bodily injury or property damage** will be deemed to have been manifested as of the earliest date by which any damage or injury occurred, irrespective of whether any **covered party** was aware of the existence of any such damage or injury, and irrespective of whether such damage or injury may have been continuous or progressive or may have been due to repeated exposure to substantially the same harmful conditions or may have become progressively worse during the **coverage period**.
- EE. **Personal injury** arising out of the oral or written publication, in any manner, of material first published before the **coverage period**. This exclusion shall also apply to all **personal injury** arising out of any subsequent publication or republication of the same or similar material, in any manner, during the **coverage period**
- FF. The rendering of or failure to render any professional service other than by an **employee** who is one of the following, but only while rendering professional services of the type associated with that **employee's** description: a teacher or other educational professional; a nurse; a medical assistant; a speech therapist; a speech pathologist; a nutritionist; a psychologist; an audiologist; a physical therapist; an athletic trainer; an authorized law enforcement officer; a person qualified to administer epinephrine auto-injectors pursuant to California Education Code section 49414(b)(5); a person qualified to administer naloxone hydrochloride or another opioid antagonist pursuant to California Education Code section 49414.3(b)(5); a person authorized to provide emergency care to pupils with diabetes suffering from severe hypoglycemia pursuant to California Education Code section 49414.5; a person qualified to administer emergency medical assistance to pupils with epilepsy suffering from seizures in a manner consistent with that set forth in California Education Code section 49414(b)(5), governing the administration of emergency Epinephrine and the related provisions of Education Code section 49423; a person utilizing an automated external defibrillator pursuant to Education Code section 49417 in a manner consistent with that set forth in California Education Code section 49414(b)(5) and the related provisions of California Education Code section 49423; a person designated to assist in the administration of medicine to a pupil pursuant to California Education Code section 49423(a) and (b); or an attorney; however,

this memorandum does not apply to **damages** sustained by a **member, member's agency, or member's** charter school arising out of the rendering or failure to render any professional service by an **employee** who is an attorney.

- GG. **Claims, suits, damages**, losses or any liability arising out of, caused by, resulting from, contributed to, aggravated by or concurrently caused in any way by any loss or liability alleged or imposed in connection with or for **inverse condemnation**, including any **claim** or **suit** alleging or any judgment or award imposing such liability even if the allegations of the **claim** or **suit** also assert, or the judgment or award also imposes, liability for the same **damages** or loss on other legal claims or theories, however stated, including but not limited to claims for trespass, nuisance, negligence or maintenance of a dangerous condition of public property.

This exclusion does not apply to liability for **inverse condemnation** arising directly out of physical injury to or destruction of tangible property which is neither expected nor intended from the standpoint of the **covered party**, except that (1) damage or loss due to a **covered party's** knowing or deliberate inappropriate failure to routinely maintain, repair or replace any structure or improvement including, but not limited to, water lines, gas lines, electrical lines, sewer lines or other provisions for transmission or delivery of services will be deemed expected or intended within the meaning of this exclusion, and (2) no coverage is afforded for any nonphysical consequential **damages**, or for costs, expert fees, appraisal fees, engineering fees or attorneys' fees claimed by or awarded to a plaintiff in an **inverse condemnation suit**.

- HH. Statutory multiples of damages, civil fines, penalties or any other liability over and above actual damages, by whatever name called.

- II. Loss, destruction, damage or injury to **electronic data**.

JJ. **Perfluoroalkyl or polyfluoroalkyl substances (PFAS) Exclusion**

1. Ultimate Net Loss arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened discharge, disposal, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" or materials containing "perfluoroalkyl or polyfluoroalkyl substances (PFAS)".
2. Any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
 - a. **claim, suit**, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any **covered party** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" or materials containing "perfluoroalkyl or polyfluoroalkyl substances (PFAS)"; or
 - b. **claim** or **suit** by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "perfluoroalkyl or polyfluoroalkyl substances (PFAS)" or materials containing "perfluoroalkyl or polyfluoroalkyl substances (PFAS)".

KK. **Cyber Exclusion**

1. Ultimate Net Loss arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic, information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by a **covered party** or others arising out of that which is described in paragraph a. or b. above.

This exclusion is not applicable within the SISC self-insured retention as described under Section III – The Authority’s Limit of Liability.

- LL. Arising out of the failure of a **member, member’s agency, or member’s** charter school to procure insurance or other risk financing for or on behalf of **any person or entity**.

Section VII -- Definitions

Boldface words and phrases have the special meanings given in this Section.

- A. **Administration**, with respect to an **employee benefit program**, means providing information to **employees** and beneficiaries with respect to program eligibility and scope; handling records in connection with the program (but not payroll records); and effecting, continuing or terminating an **employee’s** participation in any benefit included in the program.
- B. **Agency** means any council, commission, agency, district, authority, board or similar public entity under the **member’s** direction or control or on which the **member’s** governing board sits as the governing body.

Agency includes student body organizations or auxiliary organizations formed and governed pursuant to Education Code sections 48930, 72670, or 76060.

Agency does not include an alumni, parent-teacher, teacher or similar organization.

- C. **Authority** means Self-Insured Schools of California (SISC).
- D. **Automobile** means a land motor vehicle including, but not limited to, two-wheel, three-wheel and four-wheel vehicles, including trailers or semi-trailers. **Automobile** also means any motor vehicle designed, built for or used in any prearranged racing, speed, demolition, rally, or stunting activity.

This definition includes any type of land motor vehicle even if not subject to motor vehicle registration.

- E. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air, including lighter-than-air, heavier-than-air, gliders, and rotor craft.
- F. **Back pay** means wages, overtime pay, salary or benefits allegedly earned and due to an **employee** or former **employee** but not paid.

- G. **Bodily injury** means bodily harm, sickness, disability or disease. **Bodily injury** shall also mean emotional distress, mental injury, mental anguish, humiliation, shock or death if resulting directly from bodily harm, sickness, disability or disease. **Bodily injury** shall include care and loss of services resulting at any time from bodily harm of any person or persons.
- H. **Claim** means a claim presented pursuant to Government Code section 910 et seq., a demand or a **suit** against a **covered party** to recover **damages** to which this **memorandum** applies, caused by a covered **occurrence**.

Claim shall also mean any demand or legal proceeding by an **employee** against a **member, member's agency, or member's charter school** under Government Code section 996.4 for recovery of defense costs, including attorney fees, arising out of a **suit** for **damages** to which this **memorandum** applies, caused by a covered **occurrence**.

This Definition does not include criminal actions, administrative proceedings, or any court proceeding to affirm, modify or overrule an award of **damages** in an administrative proceeding.

I. **Covered contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian railroad crossings;
4. An indemnification of a municipality as required by ordinance;
5. An elevator maintenance agreement;
6. That part of any contract or agreement pertaining to school operations in which the **member, member's agency, or member's charter school** assumes the tort liability of another to pay damages because of **bodily injury, property damage, or personal injury** to a third person or organization, if the contract or agreement is made prior to the incidence of any such **bodily injury, property damage, or personal injury**. Tort liability means the liability that would be imposed by law in the absence of any contract or agreement. However, a **covered contract** shall not include that part of any contract or agreement pursuant to which a **member, member's agency, or member's charter school** agrees to assume the tort liability of a non-member contracting party for **personal injury** arising out of or in connection with the **employment practices** of any such non-member contracting party, including any **claim** for harassment, discrimination, wrongful termination or related misconduct against any such non-member contracting party by that non-member's own employees or agents.

A **covered contract** does not include that part of a contract or agreement:

1. That indemnifies an architect, designer, engineer or surveyor for **bodily injury** or **property damage** arising out of:
 - a. Preparing or failing to prepare or approve maps, drawings, plans, opinions, reports, surveys, change orders, or design specifications; or
 - b. Giving directions or instructions or failing to give them, if that is the primary cause of injury or damage; or
2. That indemnifies any person or organization for damage by fire to premises rented or loaned to the **covered party**.

- J. **Coverage period** means the period stated in Item B of the Declarations unless shortened by earlier termination as provided in Section X.B.
- K. **Covered party** means any of those persons or entities designated as **covered parties** in Section V. A-D.

- L. **Damages** means money damages awarded to compensate for injury or loss.

Damages include court costs, interest, attorney fees and court awarded expenses not based on contract, but only to the extent awarded on a covered **claim**.

Damages does not include punitive damages; multiples of damages; injunctive relief; equitable relief; declaratory relief; restitutionary relief; disgorgement; job reinstatement; **back pay**; benefits due under any **employee benefit program**; costs or expenses incurred in accommodating any disabled person pursuant to the Americans with Disabilities Act of 1990 (ADA) or Government Code section 12940, et seq. (FEHA) or any similar state or federal law; or any liability for costs incurred in connection with any educational, sensitivity or other program, policy or seminar; amounts paid pursuant to any judgment, decree or agreement requiring actions to correct past discriminatory or other unlawful conduct or to establish practices or procedures designed to eliminate or prevent future discriminatory or other unlawful conduct; including as to all of the above, the cost of compliance therewith.

- M. **Defense costs** means attorney and expert fees, costs and expenses incurred by the **authority** for the adjustment, investigation, defense or appeal of a **claim** or **suit**.

Defense costs include the premium for an appeal or similar bond. However, the **authority** shall not have any obligation to apply for or furnish any such bond or to provide any undertaking, guarantee or security for such bond.

- N. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, DVD-ROMS, tapes, drives, cells, data processing devices, servers, cloud-computing systems, microcontrollers, or any other media which are used with electronically controlled equipment.

- O. **Employee** means a past or present elected or appointed official, **employee** or volunteer of the **member, member's agency, or member's charter school**, but only while acting within the scope of his or her employment with, or duties for, the **member, member's agency, or member's charter school**.

This Definition includes students (1) while acting solely within the scope of their duties while enrolled in curriculum to provide services to third parties; or (2) who serve in a supervised internship as part of their educational program, but only while completing course work required by the **member** or **member's agency**.

A referee or umpire compensated with student funds, or an authorized law enforcement officer who is employed by any law enforcement agency other than the **member's** own law enforcement agency is not an **employee**

- P. **Employee benefit program** includes any employee benefit plan involving, but not limited to, the following: Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans provided that no one other than an **employee** may subscribe to such insurance or plans, unemployment insurance, social security benefits, workers' compensation and disability benefits.

- Q. **Employee benefit wrongful act** means any negligent act, error or omission in the administration of the **employee benefit program**.
- R. **Employment practices** shall mean any of the following acts or omissions of a **covered party** against an **employee** or an applicant for employment:
1. Wrongful reassignment, demotion, failure to promote, dismissal, discharge or termination;
 2. Harassment;
 3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
 4. Retaliation or coercion;
 5. Employment related misrepresentations to an employee or applicant for employment with the **member, member's agency, or member's charter school**;
 6. Employment related libel, slander, humiliation, defamation or invasion of privacy;
 7. Failure to grant tenure.
- S. **Errors and omissions** means any misstatement or misleading statement, act, omission or neglect or breach of duty by a **member, member's agency, or member's charter school** or an **employee** thereof, other than **employment practices**, in the discharge of duties for the **member, member's agency, or member's charter school** that does not result in **bodily injury or property damage**.
- T. **Fireworks** means devices containing chemicals that burn or explode with spectacular effect, commonly used at celebrations; a display of fireworks.
- U. **Fungus(i)** includes, and is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including **molds, rusts, mildews, smuts and mushrooms**.
- V. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- W. **Inverse condemnation** means a **claim** by any person or entity under the California or United States Constitutions alleging that the **member, member's agency, or member's charter school** has taken or damaged real, personal, tangible or intangible property for public use through any means without just compensation
- X. **Land subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion and/or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.
- Y. **Limit of liability** means the **authority's** maximum liability per **occurrence** as stated in the amount specified in Item C of the Declarations. **Defense costs** shall count toward the exhaustion of the **limit of liability**.
- Z. **Member** means the party named in the declarations issued in connection with this **Memorandum**.
- AA. **Member's product**
1. Means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by the **member, member's agency, or member's charter school**, or by others on their behalf;

2. Containers, materials, parts or other equipment furnished in connection with such goods or products.

BB. Member's work

1. Means:
 - a. Work or operations performed by or on behalf of the **member, member's agency, or member's charter school**; and
 - b. Materials, parts or equipment furnished in connection with such work or operations,
2. And includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **member's work**, and
 - b. The providing of or failure to provide warnings or instructions.

CC. Memorandum means this Self-Insured Schools of California (SISC) **Memorandum of Coverage** and any endorsements attached to it.

DD. Mobile Equipment means:

1. Specialized equipment such as bulldozers, power shovels, rollers, graders, scrapers, cranes, farm machinery, street sweepers, forklifts, pumps, generator air compressors, drills, or other similar equipment designed for use principally off public roads.
2. Vehicles designed for use principally off public roads.
3. Vehicles not required to be licensed.
4. Any type of two or three-wheel motorized vehicle.

EE. Mold(s) includes, and is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce **mold(s)**.

FF. Occurrence means:

With respect to Coverages A (**Bodily Injury**), B (**Property Damage**), C (**Errors And Omissions**), F (**Employee Benefit Wrongful Acts**) and G (**Liabilities relating to Education Code sections 35208 and Government Code sections 989 and 990**): An accident or event, including continuous or repeated exposure to conditions which results in injury or damage during the **coverage period** to which this **memorandum** applies; provided such injury or damage is neither expected nor intended from the standpoint of the **covered party**.

With respect to Coverages D (**Personal Injury**), E (**Employment Practices**), and H (**Sexual Misconduct**): An offense described in the Definition of **personal injury** or **employment practices** that, during the **coverage period**, results in injury or damage to which this **memorandum** applies; provided such injury or damage is neither expected nor intended from the standpoint of the **covered party**.

Assaults, batteries, or use of excessive force are not an **occurrence** unless committed by or at the direction of the **covered party** for the purpose of protection of persons or property.

GG. Organic pathogen means any:

1. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
2. Viruses or other pathogens (whether or not a microorganism); or
3. Colony or any group of the foregoing.

HH. "Perfluoroalkyl or polyfluoroalkyl substances (PFAS)" means any of the following:

1. Perfluorooctanoic acid (PFOA), a chemical compound described as:
 - a. C₈HF₁₅O₂;
 - b. F-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-C(=O(O))-H; or
 - c. 2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-pentadecafluorooctanoic acid-PFOA;
2. Perfluorooctane sulfonic acid (PFOS), a chemical compound described as
 - a. C₈HF₁₇O₃S;
 - b. F-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-CF₂-S(=O(=O)(O))-H; or
 - c. 1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-hepta-decafluorooctanesulfonic acid-PFOS;
3. Any PFAS replacement related materials, including but not limited to Gen-X, a chemical compound described as:
 - a. C₆H₄F₁₁NO₃;
 - b. Ammonium perfluoro (2-methyl-3-oxahexanoate);
 - c. C₃ Dimer Acid;
 - d. Hexafluoropropylene oxide dimer acid; or
 - e. HFPO Dimer Acid;
4. PFOA or PFOS salts, PFAS-related compounds, or any substances which degrade to PFOA, or PFOS; or
5. Any PFAS, PFOA, or PFOS identified at any time as a Persistent Organic Pollutant (POP) in Annex A (Elimination), Annex B (Restriction), or Annex C (Unintentional production) in the Stockholm Convention on Persistent Organic Pollutants as ratified by the United States of America and administered by the United States Environmental Protection Agency (USEPA)

by whatever name manufactured, formulated, sold or distributed.

II. **Personal injury** means:

1. False arrest, detention, or imprisonment, or malicious prosecution;
2. Oral or written publication or utterance of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business, or infringement of copyright, title or slogan;
4. Wrongful entry, eviction, or other invasion of the right of private occupancy;
5. Violation of civil rights, harassment or discrimination (including but not limited to harassment or discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability), other than **employment practices**, not intentionally committed by or at the direction of the **covered party**.

JJ. **Pollutants** mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**. **Waste** includes materials to be recycled, reconditioned, or reclaimed. The term **pollutants** as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users. **Pollutants** shall not include smoke, soot or fumes from a **hostile fire**.

KK. **Property damage** means:

1. Physical injury to or destruction of tangible property which occurs during the term of coverage, including the loss of use thereof at any time resulting therefrom.
2. Loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **occurrence** during the term of coverage.

LL. **Products-Completed Operations Hazard** means all **bodily injury, property damage, or personal injury occurring** away from premises the **member, member's agency, or member's** charter school owns or rents and arising out of the **member's product or member's work** except:

1. Products that are still in the **member's, member's agency's, or member's** charter school's physical possession; or
2. The **member's work** that has not yet been completed or abandoned. However, the **member's work** will be deemed completed at the earliest of the following times:
 - a. When all of the work called for in the **member's, member's agency's, or member's** charter school's contract has been completed.
 - b. When all of the work to be done at the job site has been completed if the **member's, member's agency's, or member's** charter school's contract calls for work on more than one job site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the project.

MM. **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i), mold(s), mildew, plants, organisms or microorganisms**.

NN. **Suit** means a Civil Action or Special Proceeding under Code of Civil Procedure sections 22 and 23, and any similar federal court proceedings, seeking the recovery of **damages** to which this **memorandum** applies, caused by an **occurrence**. However, **suit** does not include a proceeding before the Office of Administrative Hearings.

NN. **Watercraft** means a vessel more than twenty-five (25) feet in length designed to transport persons or property in or through water.

OO. The following definitions are applicable only to Exclusion O above:

1. **Hazardous properties** include radioactive, toxic, or explosive properties.
2. **Nuclear facility** means:

- a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**;
 - c. Any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of the **covered party** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste** and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
3. **Nuclear material** means **source material, special nuclear material, or byproduct material**.
 4. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 5. **Source material, special nuclear material, and byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 6. **Spent fuel** means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
 7. **Waste** means any waste material, (a) containing a byproduct material; and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) of Definition (2), above.
 8. With respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.

Section VIII -- Duties in the Event of **Occurrence, Claim or Suit**

- A. The **covered party** must immediately notify the **authority** of any **occurrence** which may result in a **claim or suit**. Such notice should include:
 1. How, when and where the **occurrence** took place; and
 2. The names and addresses of any injured persons and witnesses;
 3. The nature and/or location of any injury or damage arising out of the **occurrence**.
- B. If a **claim or suit** is brought against the **covered party**, the **authority** must be provided with prompt written notice of such **claim or suit**. Written notice must include:
 1. Any formal or verified claim;

2. Any demand, notice, summons, complaint or cross-complaint (including amended and supplemental complaints), or other legal papers.
- C. In order to assist the **authority** in the handling of any **claim** or **suit** in the protection of the **covered party's** interests, the **covered party** must:
1. Cooperate with the **authority** in the handling, settlement or defense of any **claim** or **suit**, and keep the **authority** fully informed as to the status and progress of any **claim** or **suit** for which the **covered party** seeks coverage hereunder;
 2. Authorize the **authority** to obtain records and other information which the **authority** requires in the handling, settlement or defense of any **claim** or **suit**;
 3. Assist the **authority** in the enforcement of any right against any person or organization which may be liable to the **covered party** because of injury or damage to which this coverage may also apply;
 4. As often as the **authority** reasonably requires, submit to an interview, recorded statement, or separate examination under oath.
- D. No **covered party** will, except at its own expense, voluntarily make any payment, assume any obligation or incur any expense except as may be required for medical expenses under student accident coverage (Endorsement #2) without the prior consent of the **authority**.

Section IX – Conditions

- A. **Premium payment:** The annual premium payment shall be due and payable upon presentation to the **member** by the **authority**, and shall be based upon rates established by the **authority** in effect at the inception of this **memorandum** of coverage and on each subsequent anniversary. The **authority** shall not be required to perform any obligation under this **memorandum** of coverage if the premium payment is not timely paid in full to the **authority** by the **member**.
- B. **Termination:** This **memorandum**, and all coverages provided thereby, may be terminated at any time in accordance with the bylaws of the **authority**.
- C. **Statutory provisions:** Terms of the **memorandum** which are in conflict with the statutes of the State of California are amended to conform to such statutes.
- D. **Arbitration:**
1. In the event that a question or dispute arises between the **authority** and a **covered party** concerning the applicability of the coverage provided by this **memorandum** to an **occurrence** or **claim** against the **covered party**, the **covered party** or the **authority** may make a written request for arbitration. When such a request is made, arbitration, as provided herein, shall be a condition precedent to the filing of any civil action concerning or in any way arising out of such question or dispute.
 2. Upon written request of any party, each party shall choose an arbitrator and the two chosen shall select a third arbitrator (judge). If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of the written request for arbitration, the requesting party may appoint a second arbitrator. All arbitrators appointed by any party shall be disinterested persons experienced and knowledgeable in the field of insurance or Joint Powers Authorities and in all cases shall be disinterested in the outcome of the arbitration. If the two arbitrators fail to agree on the selection of a third arbitrator (judge)

within thirty (30) days of their appointment, the **covered party** shall petition JAMS, Sacramento, California to appoint the third arbitrator (judge). If the JAMS, Sacramento office fails to appoint the third arbitrator (judge) within thirty (30) days after it has been requested to do so, either party may request the Superior Court of the State of California, County of Sacramento, to appoint the third arbitrator pursuant to California Code of Civil Procedure § 1281.6. The third arbitrator (judge) shall be a retired justice or judge of the California Supreme Court, the California Court of Appeal, the California Superior Court, the United States District Court, Northern, Eastern, Central or Southern Districts of the California or of the Ninth Circuit Court of Appeal, who is experienced and knowledgeable in the field of insurance or Joint Powers Authorities. Each party will bear the expenses it incurs, and the **covered party** and the **authority** will bear the expense of the third arbitrator equally.

Local rules of law as to procedure and evidence will apply. A decision agreed to by two (2) of the arbitrators will constitute a determination of the matter in question or dispute.

3. No action shall lie against the **authority** unless, as a condition precedent thereto, the **covered party** shall have fully complied with all the terms of this **memorandum**; nor until the amount of the **covered party's** obligation to pay the **claim** of a third party shall have been finally determined either by judgment against the **covered party**, after actual trial, or by written agreement of the **covered party**, the claimant, and the **authority**. Said judgment shall not be deemed final, if an appeal is filed therefrom, until the **suit** shall have been finally determined on appeal. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement, shall thereafter be entitled to recover under this **memorandum** to the extent of the coverage afforded by this **memorandum**.

Nothing contained in this **memorandum** shall give any person or organization any right to bring an action against the **authority** or to join the **authority** as a co-defendant in any action against the **covered party** to determine such **covered party's** liability.

- E. Other Insurance or Risk Transfer Agreements: When this coverage and any other policy of insurance or coverage form providing for risk transfer issued to any **covered party** except the **member**, including but not limited to any policy or risk transfer agreement constituting homeowners or renters' insurance, personal liability insurance, personal umbrella or excess insurance, or any policy or risk transfer agreement issued through any professional organization, association, or union providing such risk transfer agreement or insurance, cover an accident or event, the **authority's** coverage shall be excess over any other such insurance or risk transfer agreement, whether such insurance or risk transfer agreement is written as primary, excess, contingent, or on any other basis; provided only that such other insurance or risk transfer agreement is not written specifically to apply as excess over the coverage provided by this **memorandum** as indicated by such insurance or risk transfer agreement expressly designating this **memorandum** as underlying insurance or underlying coverage by specific identification of this **memorandum** in a schedule of underlying insurance or coverage set forth in or endorsed to such other policy or risk transfer agreement.

When this coverage is excess, the **authority** shall have no duty to defend a **covered party** against any **claim** or **suit** if any other **insurer** or party providing risk transfer has a duty to defend the **covered party** against the that **claim** or **suit**.

When the coverage provided by this **memorandum** is excess, the **authority** shall pay only its share of the loss, if any, that exceeds the sum of the total amount that all such other insurance or risk transfer agreements would pay for the loss in the absence of the coverage provided by this **memorandum**.

- F. Subrogation: In the event of any payment of money made by the **authority** under this **memorandum**, the **authority** shall be subrogated and otherwise entitled to all rights of recovery therefore against any person or organization and the **covered party** shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights to the **authority**, and to assist the **authority** in perfecting and pursuing such rights. The **covered party** shall do nothing at any time to prejudice such rights.

Any recoveries shall be applied as follows:

1. Any interests, including that of **covered party**, that have been paid in an amount in excess of payment made by **authority** under this **memorandum** will be reimbursed first;
2. The **authority** shall then be reimbursed up to the amount the **authority** has paid;
3. Any interests, including that of **covered party**, over which this coverage is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery shall be apportioned between the interests, including the **covered party**, in the ratio of the respective recoveries as finally settled.

- G. One occurrence: All **damages** or injury resulting from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one **occurrence**.
- H. Duration of occurrence: An **occurrence** with a duration of more than one **coverage period** shall be treated as a single **occurrence** arising during the **coverage period** when the **occurrence** begins, and under no circumstances shall the fact that said **occurrence** has a duration of more than one **coverage period** entitle a **covered party** to more than that one **coverage period's limit of liability**.
- I. Deductible: In the event that the **covered party** shall not promptly reimburse the **authority** for the deductible amount in Item D of the declarations, costs incurred by the **authority** in collection of the deductible amount shall be added to and apply in addition to the deductible amount without limitation to such costs. These costs shall include, but not be limited, to legal fees and costs and interest.
- J. Severability: This **memorandum** uses the term **covered party** severally and not collectively, so that it applies separately to each **covered party** as if it were the only **covered party**. However, this provision shall not increase the **limit of liability**.
- K. No joinder: No person or entity shall have any right under this **memorandum** to join the **authority** as a party to any action against a **covered party** to determine the **covered party's** liability or the **authority's** coverage obligations.
- L. No third-party beneficiary: Nothing in this **memorandum** is intended to make any person or entity, other than a **covered party**, a third-party beneficiary of the coverage that this **memorandum** provides.
- M. Cross liability: This **memorandum** shall cover the **claim** of one **covered party** against another if such coverage is not otherwise excluded.
- N. Governing law: This **memorandum** shall be governed and construed in accordance with the laws of the State of California.

- O. Interpretation: This **memorandum** does not provide insurance. It is a negotiated agreement between the **authority** and the **member**. They agree that any rule requiring ambiguities or uncertainties to be construed against an insurer or drafter do not apply to this **memorandum**.
- P. Reservation of rights not required: The **authority** shall have no obligation to issue letters denying coverage or reserving of rights to deny coverage as a precondition for denying coverage at a later date.
- Q. Limitation on separate or independent counsel: The **authority** shall have no obligation to retain separate, independent or *Cumis* counsel for any **covered party** unless counsel selected by the **authority** would have an impermissible conflict of interest under the California Rules of Professional Conduct or the California Business and Professions Code.
- R. Right to modify: The **authority** reserves the right to revise, update and/or modify the terms and conditions of this **memorandum** from time to time and throughout the term of the **coverage period** as may seem necessary and reasonable to the **authority** due to an amendment to or repeal of any of the provisions of law referred to herein or for any other reason. When it shall do so, the **authority** shall provide appropriate notification to **members** through appropriate bulletins and/or memoranda outlining the changes
- S. Changes: No change or modification to this **memorandum** shall be effective except when made by written endorsement signed by the Director of the **Authority**.



SISC

Self-Insured Schools of California
Schools Helping Schools

ENDORSEMENT #1

No. SLP 7124 25

Effective: 07-01-2024 to 07-01-2025

**THIS ENDORSEMENT CHANGES THE MEMORANDUM
OF COVERAGE. PLEASE READ IT CAREFULLY.**

In consideration of the premium charged, it is agreed that the Deductible clause as shown in item D, Page 1, under Declarations of the Memorandum of Coverage (MOC), is amended to include the following:

In the event that the **covered party** shall not promptly reimburse the **authority** for the Deductible amount demanded, the costs incurred by the **authority** in collection of the Deductible amount shall be the responsibility of and chargeable to the **covered party**. These costs shall include, but are not limited to, all legal fees and costs incurred by the **authority** in recovering such Deductible amount, as well as interest at the Statutory rate on such deductible calculated from the date demanded.

By: _____
(Authorized Representative)



SISC

Self-Insured Schools of California
Schools Helping Schools

ENDORSEMENT #2
NO. SLP 7124 25

Effective: 07-01-2024 to 07-01-2025

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF
COVERAGE. PLEASE READ IT CAREFULLY**

STUDENT ACCIDENT INSURANCE

As respects the coverage provided by this **memorandum** of coverage, the **authority** shall pay the expenses for medical and surgical relief, as shall be medically necessary or advisable and reasonably incurred and approved by the **member, member's agency, or member's** charter school, for medical and surgical relief for **bodily injury** to regularly enrolled students on account of an **accident**, including:

- A. Paying for medical services commenced within 30 days in the treatment of bodily injury sustained by regularly enrolled students while this **memorandum** of coverage is in force;
- B. Reimbursing the **member, member's agency, or member's** charter school for all such expenses which the covered party incurs at the specific request of the **authority**;

Subject to the following conditions:

- 1. The limit of liability which the **authority** will pay for medical services or reimburse to the **member, member's agency, or member's** charter school for such services is \$2,500.00 per student for any one **accident**.
- 2. Coverage is provided for reasonable and customary medical services and supplies, which means:
 - a. The amount usually charged by the provider of the service; or
 - b. The prevailing charges made in the geographical area by those of similar professional standing; or
 - c. If the usual and customary charges for medical services and supplies cannot be easily determined, the **authority** will determine to what extent the charge is reasonable by taking into account:
 - (1) The complexity of services involved;
 - (2) The degree of professional skill required; and
 - (3) Other pertinent factors.
- 3. Coverage is provided to regularly enrolled students only while they are:
 - a. In or on school grounds or contracted facilities for regular school attendance or for scheduled summer sessions; or
 - b. Traveling to or from school in transportation owned or operated by or on behalf of the **member, member's agency, or member's** charter school; or

- c. Participating in activities which are sponsored and supervised by the **member, member's agency, or member's charter school**; or
- d. Practicing for or participation in school-time and interscholastic athletics except tackle football; or
- e. Attending extended daycare programs on the school premises and operated exclusively by the **member, member's agency, or member's charter school**, for its students; or
- f. Traveling to and from activities sponsored by the **member, member's agency, or member's charter school** on transportation owned or operated by or on behalf of the **member, member's agency, or member's charter school**; or
- g. Participating in board approved clubs sponsored by the **member, member's agency, or member's charter school**, including travel to and from such activities if such travel is on transportation owned or operated by or on behalf of the **member, member's agency, or member's charter school**.

If the **authority** makes payment under this student accident coverage for medical treatment for a student who asserts a **claim** against a **covered party** for damages arising out of the **accident** which caused the injury, the **covered party** (or the **authority** on its behalf) shall be entitled to offset against all amounts so paid, and to deduct from any proceeds payable in the disposition of, such student's **claim** against a **covered party**.

In the event of any payment by the **authority** under this **memorandum** of coverage, the **authority** shall be subrogated and otherwise entitled to all rights of recovery therefore against any person or organization and the **covered party** shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights to the **authority**, and to assist the **authority** in perfecting and pursuing such rights. The **covered party** shall do nothing at any time to prejudice such rights.

- D. Coverage under this section is applicable for a period of 52 weeks from the date of **accident** and applies to **accidents** which occur during the benefit period in the United States of America and Canada.
- E. Coverage under this section shall only be payable to the extent that the expenses incurred for any one **accident** exceed the limit of, are less than the deductible of, or are not covered by, other insurance available to the student from any other source.
- F. Coverage under this section is provided only for student **accidents** occurring in the United States of America and Canada.
- G. There is no coverage under this section for:
 - 1. Disease or illness;
 - 2. Participation in the practice or play of tackle football;
 - 3. Self-inflicted injury or injuries;
 - 4. Orthodontics (braces or retainers) for any reason or damage to or loss of orthodontics or retainers.

5. Artificial aids such as eyeglasses, contact lenses, hearing aids, or refraction examinations or prescriptions for the same, except for prism glasses prescribed as a result of an *accident* to which this coverage applies.
 6. Services or treatment rendered by a physician, nurse or any other person who is: (a) employed or retained by the covered party or (b) a member of the student's immediate family;
 7. Injury sustained where the covered party is the operator of any motorized vehicle;
 8. Injury sustained in the course of work while job shadowing or working for wages or profit;
 9. Injury from any poison, gas, fumes voluntarily taken, administered, absorbed, or inhaled; or while being intoxicated, or from the use of controlled substance or drug unless the drug is prescribed by a physician
 10. Injury due to war, act of war, taking part in a riot or from fighting (except in self-defense); or
 11. Injury sustained from any act or forbearance to act by the student while he or she is committing or attempting to commit a felony.
 12. Injury sustained while (or participating in) ballooning, bob-sledding, boxing, bungee jumping, flight in an ultra-light aircraft, glider flying, hang gliding, martial arts, parachuting, parasailing, riding in a rodeo, roller blading, sail-planing, scuba diving, shooting firearms, skydiving or surfing of any kind.
 13. Injury where the student is attending, as a spectator, a non-required, after-regular-school-hours, school sponsored activity including but not limited to back to school nights, dances, open houses and sports activities.
- H. Non-surgical services by a medical practitioner:
- When treatment involves physiotherapy, diathermy, heat treatment, manipulation, massage or other modalities, the maximum number of covered visits per *accident* is fifteen (15).
- I. Definitions for student *accident* coverage:
- Accident* means an event which occurs during the term of coverage which results in **bodily injury** including death resulting therefrom, sustained as a result of a specific incident which is neither expected nor intended from the standpoint of the **member, member's agency, or member's charter school**.
- J. The amount payable under this coverage is in addition to the applicable limit of liability stated in the declarations.

K. Supplemental Coverages

Separate and apart from the coverages, conditions, and limitations set forth above, this Student Accident Coverage also provides for the payment of up to \$2,500.00 per incident to reimburse the **member, member's agency, or member's charter school**, or its designee for expenses reasonably incurred by or at the direction of the **member, member's agency, or member's charter school** to respond to or remediate:

1. An overdose suffered by a student while on the premises of the **member, member's agency, or member's charter school**, engaged in a school-related activity or field trip, or under the supervision and control of the **member, member's agency, or member's charter school**, including costs reasonably incurred for resuscitation, first aid, emergency transport, and medical or surgical relief, including counseling and mental health services, as shall appear to the **member, member's agency, or member's charter school** to be medically necessary or advisable and reasonably incurred and approved by the **member, member's agency, or member's charter school**;
2. The suicide, attempted suicide, or other instance of self-harm of a student reasonably understood or expected by the **member, member's agency, or member's charter school** to constitute an imminent danger to the life and health of the student while on the premises of the **member, member's agency, or member's charter school**, engaged in a school-related activity or field trip, or under the supervision and control of the **member, member's agency, or member's charter school**, including costs reasonably incurred for resuscitation, first aid, emergency transport, and medical or surgical relief, including counseling and mental health services, as shall appear to the **member, member's agency, or member's charter school** to be medically necessary or advisable and reasonably incurred and approved by the **member, member's agency, or member's charter school**;
3. Injuries resulting from the physical assault of any student while on the premises of the **member, member's agency, or member's charter school**, engaged in a school-related activity or field trip, or under the supervision and control of the **member, member's agency, or member's charter school**, including costs reasonably incurred for resuscitation, first aid, emergency transport, and medical or surgical relief, including counseling and mental health services, as shall appear to the **member, member's agency, or member's charter school** to be medically necessary or advisable and reasonably incurred and approved by the **member, member's agency, or member's charter school**.

The amount payable under these Supplemental Coverages is in addition to the applicable limit of liability stated in the declarations.

9181757.1



ENDORSEMENT #3

No. SLP 7124 25

Effective: 07-01-2024 to 07-01-2025

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY.**

SCHOOL RESOURCE OFFICERS - ENDORSEMENT

GENERAL LIABILITY COVERAGE

In consideration of the additional premium charged, it is agreed that the Memorandum of Coverage is amended as follows:

Section VI – Exclusions, exclusion FF., is deleted and replaced with the following:

FF. The rendering of or failure to render any professional service other than by an **employee** who is one of the following, but only while rendering professional services of the type associated with that **employee's** description: a teacher or other educational professional; a nurse; a medical assistant; a speech therapist; a speech pathologist; a nutritionist; a psychologist; an audiologist; a physical therapist; an athletic trainer; an authorized law enforcement officer; a person qualified to administer epinephrine auto-injectors pursuant to California Education Code section 49414(b)(5); a person qualified to administer naloxone hydrochloride or another opioid antagonist pursuant to California Education Code section 49414.3(b)(5); a person authorized to provide emergency care to pupils with diabetes suffering from severe hypoglycemia pursuant to California Education Code section 49414.5; a person qualified to administer emergency medical assistance to pupils with epilepsy suffering from seizures in a manner consistent with that set forth in California Education Code section 49414(b)(5), governing the administration of emergency Epinephrine and the related provisions of Education Code section 49423; a person utilizing an automated external defibrillator pursuant to Education Code section 49417 in a manner consistent with that set forth in California Education Code section 49414(b)(5) and the related provisions of California Education Code section 49423; a person designated to assist in the administration of medicine to a pupil pursuant to California Education Code section 49423(a) and (b); or an attorney; however, this **memorandum** does not apply to **damages** sustained by a member, **member's agency**, or **member's** charter school, arising out of the rendering or failure to render any professional service by an **employee** who is an attorney.

Except that the foregoing exclusion shall not apply to liability assumed by the member, **member's agency**, or **member's** charter school under a **covered contract** for the provision of services by a **School Resource Officer ("SRO")** employed by a municipal or public police department or sheriff's department, that requires the member, **member's agency**, or **member's** charter school to defend and/or indemnify the municipal or public police department or sheriff's department on account of liability arising out of the contracted services.

At Section VII – Definitions, definition “H. **Covered contract**”, “6.”, is deleted and replaced with the following:

6. That part of any contract or agreement pertaining to school operations in which the **member, member’s agency, or member’s charter school** assumes the tort liability of another to pay damages because of **bodily injury, property damage, or personal injury** to a third person or organization, if the contract or agreement is made prior to the incidence of any such **bodily injury, property damage, or personal injury**. Tort liability means the liability that would be imposed by law in the absence of any contract or agreement.

A **covered contract** shall also include a contract, agreement or memorandum of understanding entered into between the **member, member’s agency, or member’s charter school** and an accredited law enforcement agency for the provision of the service(s) of **School Resource Officer(s)** during the school year, pursuant to which the **member, member’s agency, or member’s charter school** assumes tort liability for **bodily injury, property damage, or personal injury** on account of the services to be performed under that contract, agreement, or memorandum of understanding.

At Section VII – Definitions, the following definition is added:

- JJ. **School Resource Officer or SRO** means a police or sheriff’s officer regularly employed by a municipal or public police department or sheriff’s department which contracts with the **member, member’s agency, or member’s charter school** to provide to the **member, member’s agency, or member’s charter school** an officer or officers whose regular duty assignment is located on or about the **member’s, member’s agency’s, or member’s charter school’s** premises and whose obligations include the provision of security to the **member, member’s agency, or member’s charter school**, and its or their **employees** and students during the **member’s, member’s agency’s, or member’s charter school’s** operational hours, as well as education-related law enforcement assistance including, but not limited to, the investigation and prevention of truancy and similar functions.

The coverage extended by this endorsement shall be no greater than that required by the **covered contract** entered into by the **member, member’s agency, or member’s charter school** for the provision of the services of a **School Resource Officer(s)**.

All other terms and provisions of the Memorandum of Coverage remain unchanged and continue to apply.

9181906.1



ENDORSEMENT #4
No. SLP 7124 25

Effective 07-01-2024 – 07-01-2025

**THIS ENDORSEMENT CHANGES THE MEMORANDUM
OF COVERAGE. PLEASE READ IT CAREFULLY.**

In consideration of the premium charged, it is agreed as follows:

1. The Memorandum of Coverage, “Section III – The Authority’s Limit of Liability” is amended as follows:
 - (1) Paragraph D. is deleted.
 - (2) The aggregate limit shown in the Declarations is the most the **authority** will pay for all **damages and defense costs** because of **occurrences**, wrongful acts or **employee benefit wrongful acts** covered under this **Memorandum**, regardless of the number of **covered parties, claims made, suits** brought, persons or organizations making **claims** or bringing **suits**, victims, incidents or locations.

2. The Memorandum of Coverage, “Section IV – Exclusions” is amended as follows:

Exclusion “CC” of the **Memorandum** is deleted as replaced with the following:

CC.

1. Sexual molestation, misconduct, abuse or harassment by any person;
2. Corporal punishment by any person; or
3. Physical or mental abuse by any person.

This Exclusion shall apply only to the **covered party** or other person, who commits or threatens to commit sexual molestation, misconduct, abuse or harassment, corporal punishment or physical or mental abuse.

3. The Memorandum of Coverage is amended to add Coverage H “Sexual Misconduct”, subject to the following:

- (1) The following coverage is added with respect to “Sexual Misconduct” only, subject to a group aggregate limit for all SISC Members of \$18,000,000 as set forth below:

(a) Coverage H – Sexual Misconduct

1. Insuring Agreement

- a. The **authority** will pay **damages and defense costs** in excess of \$2,000,000 and the “member deductible”, if any, because of **bodily injury** and/or **personal injury** arising from **sexual misconduct** to which this coverage applies. The **authority** may, at its discretion, investigate any **sexual misconduct claim** or **suit** and settle any such **claim** or **suit** seeking damages

for **bodily injury**” or **personal injury** arising from **sexual misconduct** that may result. The amount the **authority** will pay all **damages** and **defense costs** for **net loss** is limited as described in Section III. The Authority’s Limit of Liability of the Memorandum of Coverage and subject to this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered under this endorsement.

- (b) This coverage applies to **bodily injury** arising from **sexual misconduct** only if the **bodily injury**:
 - (1) arises from **sexual misconduct** that takes place in the **coverage territory**;
and
 - (2) occurs during the **coverage period** during which this endorsement is in effect.

If **bodily injury** arising from **sexual misconduct** also occurred during a prior coverage period, only the Memorandum of Coverage in effect at the time **bodily injury** first occurred will apply.

(2) Exclusions

‘This insurance does not apply to:

- (1) **Damages or defense costs** for any person who is found legally liable on account of **bodily injury** for participating in any **sexual misconduct**. This exclusion applies regardless of the legal theory or basis upon which that person is found to be legally liable or responsible for any damages for **bodily injury** arising out of **sexual misconduct**.
- (b) **Damages or defense costs** arising out of a **claim** or **suit** brought or maintained by or on behalf of any **Covered Party** under this memorandum of coverage against any other **Covered Party** under this memorandum of coverage.
- (c) For any person who has been found guilty of, or pled guilty or no contest to, any criminal act involving **sexual misconduct**.

SECTION III – THE AUTHORITY’S LIMIT OF LIABILITY – GROUP AGGREGATE LIMIT– ALL SISC MEMBERS COMBINED

Under **COVERAGE H**, regardless of the number of **covered parties**, **claims** made, **suits** brought, persons or organizations making claims or bringing “**suits**”, victims, incidents, or locations at which **sexual misconduct** is alleged to have taken place, the sum of all **damages** and **defense costs** which the Authority will pay on account of all members for acts of **sexual misconduct** by any one person, or two or more persons acting together, as well as any breach of duty allowing or contributing to such acts during the **coverage period**, shall be limited to \$18,000,000

DEFINITIONS

- 1. **Coverage Territory** means United States of America, and its possessions and Canada
- 2. **Sexual misconduct** means any of the following, whether committed intentionally, recklessly, negligently, inadvertently or with the belief, erroneous or otherwise, by any insured or any

other person that the victim is consenting and has the legal and mental capacity to consent thereto, and whether caused by or at the instigation of any insured or any other person performing services for or on behalf of any insured:

- a. Any sexual act, sexual contact, or touching of a sexual nature;
- b. Any sexual assault, sexual abuse, sexual molestation or sexual harassment; or
- c. Any verbal, written, recorded, or electronic correspondence, transmission or communication of a sexual nature;
- d. Any conduct within the meaning of "Childhood Sexual Assault" as defined in Code of Civil Procedure §§ 340.1 and 1002; and Government Code § 905.

* * * * *

All other terms and conditions of the Memorandum of Coverage remain unchanged.

By: _____
(Authorized Representative)

9181908.1



SISC

Self-Insured Schools of California
Schools Helping Schools

Memorandum of Coverage

No. SPP 7124 25

School Property Program

Declarations

- A. **Covered Party:** See attached Endorsement No. 1
- B. **Coverage Period:** FROM 07-01-2024 TO 07-01-2025
- C. **Limit of Liability per Occurrence:** for **Locations** scheduled under this **Memorandum**, \$250,000 total available for any one loss, subject to certain Sub limits and group aggregate limits as follows:

\$ 5,000	Trees, plants, shrubs, lawns and landscaping
\$10,000	Property of others
\$10,000	Debris removal
\$10,000	Real or Personal Property at any unscheduled Location /exhibition
\$10,000	Property in transit
\$20,000	Pollution and contamination
\$50,000	Demolition and increased cost of construction
\$50,000	Valuable papers and records including Accounts Receivables

Special Group Aggregate Sublimit for Flood

The coverage available for **Flood** under the authority's excess coverage is subject to a group aggregate limit of \$7,500,000 for all loss or damage suffered by any and all **Covered Parties** identified in Endorsement No. 1 and \$5,000,000 for flood located in Zone A & V (included within the overall Flood Annual Aggregate.)

- D. **Deductible per Occurrence:** In consideration of the reduced premium for which this policy is written, it is agreed that each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each such adjusted claim the amounts shown below shall be deducted:

\$ _____ for each loss.

- E. **Territory:** This Memorandum covers property located within the 50 states comprising the United States of America, the District of Columbia, and Canada.

9168845.1



SISC

Self-Insured Schools
of California
Schools Helping Schools

Memorandum of Coverage

No. SPP 7124 25

School Property Program

In consideration of the payment of premium and subject to the following terms and conditions, Self-Insured Schools of California (SISC II), hereinafter referred to as the "**Authority**," and the party named in the Declarations, hereinafter referred to as the "**Covered Party**," do hereby agree as follows:

I. Interest & Property Covered

Except as hereinafter excepted, limited or excluded, this Memorandum covers:

- A. The insurable interest of the **Covered Party** in all **Real Property** and **Personal Property** owned by the **Covered Party**, including the **Covered Party's** interest in improvements and betterments to buildings not owned by the **Covered Party**.
- B. The interest and legal liability of the **Covered Party** in **Real and Personal Property** of others in the actual or constructive custody of the **Covered Party**.
- C. **Personal Property** of others:
 - 1. Sold or leased by the **Covered Party** and which the **Covered Party** has agreed in writing prior to loss to insure for the account of the purchaser or lessee during course of delivery;
 - 2. Sold or leased by the **Covered Party** under an installation agreement in which it is expressly stated that the **Covered Party's** responsibility for such property continues until the installation is accepted by the purchaser or lessee.
- D. The insurable interest of the **Covered Party** in owned, leased, rented, or borrowed motor vehicles, including busses, while located on the **Covered Party's** premises, but only for direct physical damage to such motor vehicles.

II. Interest & Property Not Covered

This Memorandum does not cover:

- A. Currency, money, notes, securities, deeds, evidences of debt, letters of credit, tickets, telephone cards, and other negotiable instruments.
- B. Domesticated and undomesticated animals, including livestock.
- C. Powered and unpowered aircraft or watercraft, including lighter than air and submersible vessels.

- D. Land, land values, soil, water (including ground water), surface water, process water and drinking water, growing crops, drying crops, and standing and cut timber.
- E. Excavations; gradings (including filling and backfilling); underground pipes, flues, or drains; reservoirs, dams, embankments, and other like structures.
- F. Property sold by the **Covered Party** under a conditional sales agreement, trust agreement, installment agreement, or other deferred or conditional payment plans, after delivery to customer and only during the life of any such agreement.
- G. Wells; foundations, footings of any kind, pilings below the surface of the ground, piers, wharves, docks, pavements, sidewalks, roadways, driveways, hardscape, retaining walls that are not part of a covered building.
- H. Buses and other motor vehicles licensed for highway use, when not on the **Covered Party's** premises.
- I. Waterborne shipments.
- J. Furs, fur garments and garments containing fur, jewels, jewelry, watches, pearls, precious and semi-precious stones, bullion, gold, silver, platinum, and other precious metals and alloys;
- K. Property in the course of shipment, including but not limited to property sent by U.S. Mail, Federal Express, United Parcel Service, or other similar shippers.
- L. Power generating, distributing, transmission and feeder lines or systems not integrated into a covered building. Radio, television, **cellular**, satellite and data transmission lines and systems are also excluded, unless specifically added by scheduled endorsement.
- M. Contraband or property which is stolen, unlawful to possess, or which is used in the course of unlawful trade.
- N. Property while covered under import, export, maritime or ocean marine policies.
- O. Artificial turf and artificial turf fields unless specifically added by endorsement.

III. Perils Covered

This Memorandum covers against all risks of direct, physical loss or damage (including general average and salvage charges), except as herein excepted, excluded or limited.

IV. Perils Excluded

This Memorandum does not insure against loss, damage or expense caused directly or indirectly by or resulting directly or indirectly from the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss:

- A. Wear and tear, wet or dry rot, gradual deterioration, inherent vice, latent defect, moth, insects and vermin.
- B. Faulty, inadequate or defective: planning, zoning, development, surveying, siting, design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction, materials used in repair, construction, renovation or remodeling, maintenance,

or the cost of making good any of the foregoing, except any ensuing loss or damage to covered property not otherwise excepted, excluded or limited by this Memorandum is covered.

- C. Delay, loss of market or loss of use.
- D. Dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, change in flavor, color, texture or finish.
- E. Riot or civil commotion.
- F. Any dishonest or fraudulent act or acts, including intentional misrepresentation or concealment of any material fact or circumstance, committed alone or in collusion with others:
 - 1. By any of the directors, partners, officers, agents or employees of the **Covered Party**, whether or not such acts are committed during regular business hours; or
 - 2. By any of the proprietors, partners, directors, trustees or elected officers of any proprietorship, partnership, corporation, association or other entity (other than a common carrier) engaged by the **Covered Party** to render any service or perform any act in connection with property insured under this Memorandum.
- G. Shortage disclosed or discovered on taking inventory or unexplained or mysterious disappearance.
- H. Settling, cracking, shrinkage or expansion of foundations, walls, floors, roofs or ceilings.
- I. Leakage, seepage, overflow or escape from any automatic fire protection system, automatic sprinkler, fire hydrant, standpipe, plumbing, heating or cooling system or their appliance, caused by freezing while the building(s) or other structure in which such system or appliance is located is vacant or unoccupied, unless the **Covered Party** shall have exercised due diligence with respect to maintaining heat in the building(s) or unless such system or appliance had been drained and the water supply shut off during such vacancy or unoccupancy.
- J. Processing, renovating, restoring, retouching, repairing, or faulty workmanship thereon to **Personal Property**, including, but not limited to, fine arts, unless fire and/or explosion ensues, and then only for direct loss or damage caused by such ensuing fire or explosion.

Additional Exclusion Applicable to Fine Arts

- 1. This Memorandum provides no coverage for breakage of or damage to statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by fire, lightning, aircraft, theft and/or attempted theft, cyclone, tornado, windstorm, explosion, malicious damage or collision, derailment or overturn of conveyance.
- K. Contamination, leakage, breakage of glass or other fragile articles, marring, scratching, or exposure to light of **Personal Property**, unless such loss or damage is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles, breakage of pipes or apparatus.

- L. Error(s) or omission(s) in processing or copying unless fire or explosion ensues and then only for direct loss caused by such ensuing fire or explosion.
- M. Mechanical failure, faulty construction, or error in design involving, directly or indirectly, data processing equipment or data processing systems, unless fires or explosion ensues, and then only for loss, damage or expense caused by such ensuing fire or explosion.
- N. Exposure to weather conditions where any covered **Personal Property** is left in the open and not contained in or reasonably protected by any shelter, structure or building.
- O. Error(s) or omission(s) in machine programming or instruction to a machine.
- P. **War, War-like acts or terrorism**, including, but not limited to, such acts by non-governmental entities, ventures, associations or groups.
- Q. Nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any peril insured against in this Memorandum, however, subject to the foregoing and all other provisions of this Memorandum, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Memorandum.
- R. Electrical injury or disturbance to electrical appliances, devices, or wiring caused by electrical current artificially generated. But, if loss or damage from a covered peril results to covered property from such electrical injury or disturbance, then this Memorandum shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage; this exclusion shall not apply to electronic data processing systems.
- S. Fungus, mold, mildew or yeast; or any spore or toxin created or produced by or emanating from such fungus, mold, mildew or yeast.
 - 1. Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold, rust, mildew, smut and mushroom;
 - 2. Mold includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold;
 - 3. Spore means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold, mildew, plant, organism or microorganism.
- T. Error(s) or omission(s) in processing or manufacturing of the **Covered Party's** products. But, if loss or damage from a covered peril results to covered property from such error or omission in processing or manufacturing then this Memorandum shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage.
- U. Loss or damage to any aircraft or watercraft, or any motor vehicle licensed for highway use, when not on the **Covered Party's** premises.
- V. Earth Movement as defined below:
 - 1. Earthquake, including land shock waves, seismic waves or tremors before, during or after a volcanic eruption;

2. Landslide, debris flow, mudslide or mudflow;
3. Subsidence or sinkhole; or
4. Any other earth movement, including earth sinking, settling, consolidation, rising or shifting;

Caused by or resulting from human or animal forces or any act of nature, unless direct loss by fire or explosion ensues and then this memorandum will only cover the ensuing loss.

- W. **Flood:** The Authority shall not be liable for any loss caused by **Flood** (as defined in Section V. D.), which commences before the effective date and time of this memorandum; nor shall the authority be liable for any loss caused by **Flood** occurring more than seventy-two (72) hours after the expiration of this memorandum, except that coverage shall be available for losses caused by **Flood** occurring within seventy-two (72) hours of the expiration of the memorandum provided that the first damage resulting in such loss commences prior to the date and time of the expiration of this memorandum.
- X. Actual, alleged, or threatened release, discharge, escape or dispersal of **Contaminants** or **Pollutants**, all whether direct, indirect, proximate or remote, in whole or in part, and regardless of whether caused by, resulting from, contributed to or made worse, directly or indirectly, by any cause of physical loss or damage covered by this Memorandum.

This exclusion shall not apply when loss or damage directly ensues from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, or malicious mischief. But, in the event of such ensuing direct loss or damage, this Memorandum shall not provide coverage for more than \$10,000 as a result of such ensuing direct loss or damage.

This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from an automatic fire protection system.

- Y. This Memorandum does not cover:
1. The cost of removal or containment of asbestos, dioxin or halogenated organic compounds, or polychlorinated biphenols (hereinafter all referred to collectively and individually as Materials) from any good, product or structure. However, if a good, product or structure is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, or leakage or accidental discharge from an automatic fire protection system, the cost of removal of asbestos, dioxin or halogenated organic compounds shall be covered herein. The coverage afforded by this limited extension of coverage does not apply to the cost of investigation, litigation or defense of any loss or damage, or any cost for loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above;
 2. The cost or increased cost of demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;

3. Loss or damage resulting from any governmental direction, order, advisory, opinion, or request alleging, concluding or declaring that such Material present in, or part of, or utilized on any undamaged portion of the **Covered Party's** property may no longer be used for the purpose for which it was intended or installed, or must be removed or modified.
- Z. Notwithstanding any other provision herein, this Memorandum does not cover loss, damage, costs, expenses, fines, penalties or liabilities incurred as a result of, or imposed upon or ordered against the **Covered Party** by any court, judicial or administrative officer or governmental representative or agency arising from any cause whatsoever, direct or indirect.

AA. This Memorandum does not cover:

1. Damage or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or omission of any computer, data processing equipment, microchip, operating system, microprocessor (computer chip), integrated circuit or similar device, or any computer software, to:
 - a. Correctly recognize any date as a true and correct calendar date;
 - b. Capture, save, retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date as other than the true and correct calendar date; and/or
 - c. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer hard drive, memory of any type, operating system or software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
2. The repair, programming or modification of any part of an electronic data processing system or its related equipment, including, but not limited to, microprocessors, hard drives, microchips and operating systems, to correct deficiencies or features of logic or operation;
3. Damage or consequential loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the **Covered Party** or for the **Covered Party** or by or for others to determine, rectify or test any potential or actual failure, malfunction, or inadequacy described in (1) above.

Cost, expense, damage or consequential loss described in (1), (2), or (3) above is excluded regardless of any other cause(s) that contributed concurrently or in any other sequence.

This exclusion does not exclude ensuing damage or consequential loss, not otherwise limited, excepted or excluded, which itself results from one or more of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

BB. This Memorandum does not cover:

1. Any functioning malfunctioning or interruption of the Internet, streaming service, or similar facility or system, or of any wireless network, wired network, intranet or private network or similar facility or system;
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, operating system or any kind of programming or instruction set;
3. Loss of use or functionality, whether permanent, temporary, partial or complete, of data, code, operating system, program, software, computer, computer system or component, peripheral, or other device dependent upon any microchip, microprocessor or embedded logic, and any ensuing liability, inability or failure of the **Covered Party** to conduct business;

Cost, expense, damage or consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause(s) that contributed concurrently or in any other sequence; This exclusion does not apply to ensuing damage or consequential loss, not otherwise limited, excepted or excluded, which itself results from one or more of the following perils: fire, lightning, earthquake, explosion, falling aircraft, **Flood**, smoke, vehicle impact, windstorm or tempest.

CC. Mechanical breakdown or coincident damage of mechanical equipment due to such breakdown.

DD. Electrical injury or coincident damage of electrical equipment due to such injury.

EE. Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines or flywheels owned or operated by the **Covered Party**.

FF. Failure or neglect of the **Covered Party** to use all reasonable means to limit loss, or to save and preserve property at and after the time of a loss.

GG. Any cost or expense incurred to clean up or remediate **Covered property** as a result of the actual or suspected exposure or existence of any virus, bacteria, pathogen, or infectious agent on or about the premises.

V. Definitions

A. **Actual Cash Value:** shall mean the lesser of repair or **Replacement Cost** (at the time of the loss) minus depreciation based on the property's useful life or market value.

B. **Contaminants or Pollutants:** shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, bacteria, fungi, virus, or hazardous substances as listed in the United States Federal Water Pollution Control Act, United States Clean Water Act, United States Clean Air Act, United States Resource Conservation and Recovery Act of 1976, United States Toxic Substances Control Act, and related amendments, or as designated by the United States Environmental Protection Agency, which after its release can or does cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property covered by this Memorandum, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the aforementioned enactments or as

designated by the United States Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

- C. **Covered Party:** shall mean each individual, entity or other person as named in the Declarations
- D. **Flood:** shall mean a general and temporary condition where two or more acres of normally dry land or two or more properties are inundated by water from:
 - 1. Overflow of inland or tidal waters;
 - 2. Unusual and rapid accumulation or runoff of surface waters from any source;
 - 3. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined above.
- E. **Location:** shall mean any building (or groups thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall not be less than fifty feet wide (any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative for the purpose of this definition) when scheduled under this Memorandum with the Authority.
- F. **Personal Property:** shall mean furniture, fixtures, machinery, equipment, stock, interest in tenant improvements and betterments, and all other **Personal Property** owned by the **Covered Party** and used in the business of the **Covered Party**.
- G. **Real Property:** shall mean a building: meaning an intended or existing roofed and walled structure including attached or appurtenant signs, glass, exterior light fixtures and poles, along with man-made structures on the land on which the building is located, including fencing, well-housings, building equipment and machinery and **Personal Property** of the **Covered Party** associated with the building, all owned by the **Covered Party** and used in the business of the **Covered Party**.
- H. **Replacement Cost:** shall mean the cost of replacing **real** or **personal property** with property of reasonably like kind, quality, and utility, without deduction for depreciation.
- I. **War:** shall mean:
 - 1. Hostile or **warlike** action in time of peace or **war**, including action in hindering, combating or defending against an actual, impending or expected attack,
 - a. by any government or sovereign power (de jure or de facto); or
 - b. by any political, religious or governmental authority maintaining or using military, naval or air forces; or
 - 2. Any weapon of **war** employing atomic fission or radioactive force whether in time of peace or **war**;
 - 3. Insurrection, revolution, civil **war**, coup, or usurped power; or

4. Action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

VI. Extensions of Coverage

A. Business Interruption

Business interruption means loss resulting from necessary interruption of business conducted by the **Covered Party** and caused by direct physical loss or damage by any of the perils covered herein during the term of this Memorandum to Real and/or **Personal Property** as covered herein.

If such loss occurs during the term of this Memorandum, it shall be adjusted on the basis of the actual loss sustained by the **Covered Party**, during the period of restoration, consisting of the net profit (or loss) which is thereby prevented from being earned and of all charges and expenses (excluding ordinary payroll), but only to the extent that they must necessarily continue during the interruption of business, and only to the extent to which they would have been incurred had no loss occurred.

Ordinary payroll is defined to be the entire payroll expenses for all employees of the **Covered Party** except officers, executives, and department managers.

This Memorandum does not provide coverage for any loss resulting from the time required to reproduce finished stock. Finished stock shall mean stock manufactured by the **Covered Party** which, in the ordinary course of the **Covered Party's** business, is ready for packing, shipment, trade or sale.

1. Resumption of Operations: It is an express condition of this extension of coverage that, if the **Covered Party** could reduce the loss resulting from the interruption of business,
 - a. By a complete or partial resumption of operations; or
 - b. By making use of other available stock, merchandise or **Location**;
Such reduction will be taken into account in arriving at the amount of loss hereunder, but only to the extent that the Business Interruption loss covered under this policy is thereby reduced.
2. Expense to Reduce Loss: This Memorandum also covers such expenses as are reasonably and necessarily incurred for the purpose of reducing any Business Interruption loss under this Memorandum, provided such coverage shall not exceed the amount by which the Business Interruption loss covered under this Memorandum is thereby reduced.
3. Experience of Business: In determining the amount of net profit (or loss), charges and expenses covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the **Covered Party's** business before the date of damage or destruction and to the probable experience thereafter had no loss occurred.

B. Extra Expense

Extra Expense meaning the excess cost reasonably and necessarily incurred to continue the operation of the **Covered Party's** business that would not have been incurred had there been no loss or damage to covered Real and/or **Personal Property** by any of the perils covered herein during the term of this Memorandum.

C. Rental Value

This Memorandum covers the **Covered Party's** loss of total anticipated gross rental income from tenant occupancy of Covered Property as furnished and equipped by the **Covered Party** resulting directly from the necessary untenability, during the period of restoration, caused by loss, damage or destruction by any of the perils covered herein during the term of this Memorandum to a covered **Location**, but not exceeding the reduction in rental value less charges and expenses which do not necessarily continue during the period of untenability.

1. Expense to Reduce Loss: This Memorandum also covers such expenses as are reasonably and necessarily incurred for the purpose of reducing any Rental Value loss covered under this Memorandum. Such coverage, however, shall not exceed the amount by which the loss under this Memorandum is thereby reduced.
2. Experience of the Business: In determining the amount of Rental Value covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred.

D. Additional Provisions Applicable to:
Business Interruption, Extra Expense and Rental Value Coverage

1. Period of Restoration: Period of restoration means the period of time that:
 - a. Begins with the date of direct physical loss or damage to covered **Location** by any of the perils covered herein; and
 - b. Ends on the date when the covered **Location** should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period of time required due to the enforcement of any ordinance or law that requires the insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, investigate or assess the effects of **Contaminants** or **Pollutants** as defined in this Memorandum.

2. Special Exclusions: This Memorandum does not cover against any increase of loss or expense which may be occasioned by the suspension, lapse, or cancellation of any lease, license, contract, or order, or for any increase of loss due to delays in rebuilding, repairing, or replacing the covered property damaged or destroyed or with the resumption or continuation of business, or with the reoccupancy of the premises caused by interference at the **Covered Party's** premises by strikes or other persons nor for any increase of loss which may be occasioned by loss or damage to property in transit away from the **Covered Party's** premises.

3. Extension of Coverage: This Memorandum, subject to all of its provisions and without increasing the Limits of Liability as stated herein, also provides coverage for interruption of business conducted by the **Covered Party** resulting from loss or damage, by the perils insured against, during the term of this Memorandum, to:
 - a. Public utility plants, transformers or switching stations, substation furnishing heat, light, power, water, telephone or gas to the **Covered Party's** premises, but within one square mile of the premises;
 - b. Any covered property thereby preventing ingress to or egress from the **Covered Party's** insured **Location**, for a period not exceeding two (2) weeks;
 - c. Any covered property when access to the **Covered Party's** insured **Location** is prohibited by order of civil or military authority, for a period not exceeding two (2) weeks.

E. Valuable Papers and Records

Valuable papers and records, shall mean written, printed or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro inscribed documents, manuscripts and media, but not including Electronic Data Processing Data or Electronic Data Processing Programs, money and/or securities.

The term securities shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

F. Electronic Data Processing Equipment, Media, Data and Programs

1. Electronic Data Processing Equipment shall mean electronic data processing systems including keyboards, display screens, terminals, printers and related peripheral equipment;
2. Electronic Data Processing Media shall mean magnetic tapes, compact discs, diskettes, disk packs, cards or other standardized data recording materials which can be read by electronic data processing equipment;
3. Electronic Data Processing Data shall mean information, instructions or programs that are recorded on your media, including original source material used to enter data;
4. Electronic Data Processing Programs shall mean software that are purchased or written specifically to be used with electronic data processing equipment.

G. Property in Transit

Subject to the terms and conditions of this Memorandum, coverage is hereby extended to:

Personal Property of the **Covered Party** or **Personal Property** of others held by the **Covered Party** in trust or on commission or in consignment for which the **Covered Party** may be held liable, while in due course of transit within the limits of the Continental United States of America and Canada, against all risks of direct physical loss or damage to the

property insured occurring during the period of the Memorandum (including general average and salvage charges on shipments covered while waterborne).

H. Demolition and Increased Cost of Construction

In the event of loss or damage during the term of this Memorandum by any of the perils covered herein to a covered **Location**, that causes the enforcement of any law or ordinance regulating the reconstruction or repair of the damaged **Location**, subject to the Limits of Liability, this Memorandum provides coverage for:

1. The cost of demolishing the undamaged part of the **Location**, including the cost of clearing the site;
2. The value of such undamaged part of the **Location** which must be demolished;
3. The increased cost of repair or reconstruction of the damaged **Location** on the same or another site limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged **Location** and the cost thereof on the same site. However, this Memorandum does not provide coverage for any increased cost of repair or reconstruction unless the damaged **Location** is actually rebuilt or replaced within two years after the date of loss;
4. The full cost of repair or reconstruction, including engineer's and architect's fees, professional fees, project manager's fees and inspection fees, for both the damaged and demolished portions of the **Location** with materials and in a manner to fully satisfy the minimum requirements of such ordinance law;
5. Any increase in the business interruption, extra expense or rental value loss arising out of the additional time required to comply with such law or ordinance. This increase will be based upon the difference between the additional time required to comply with the law or ordinance and the time it would have taken to replace the property with materials of like kind and quality, absent such law or ordinance.

I. Debris Removal

This Memorandum covers the necessary and reasonable expenses actually incurred by the **Covered Party** for removal of debris of property covered hereunder resulting from damage to covered property by a peril insured against.

This coverage does not apply to costs to:

1. Extract **Contaminants** or **Pollutants** from the debris; or
2. Extract **Contaminants** or **Pollutants** from land or water; or
3. Remove, restore or replace contaminated or polluted land or water; or
4. Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by **Pollutants** or **Contaminants**, whether or not such removal, transport, or decontamination except to the extent such removal, transport, or decontamination is required by any law, statute, or regulation and then subject to the provisions of Section VI, "H. Demolition and Increased Cost of Construction", above.

It is a condition precedent to recovery under this extension of coverage that the Authority shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the **Covered Party** shall give written notice to the Authority of intent to claim the cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

This extension of coverage does not increase any Limit of Liability of this Memorandum.

J. Fire Brigade Charges and Extinguishing Expense

If property insured is destroyed or damaged by a peril insured against, this Memorandum shall cover:

1. Fire brigade charges and other extinguishing or suppression expenses for which the **Covered Party** may be assessed;
2. Loss of fire extinguishing or suppression materials expended.

VII. Newly Acquired Property

This Memorandum is extended to cover newly acquired property of a nature similar to those scheduled hereunder, including property in the course of new construction. In consideration, the **Covered Party** agrees to report such additions immediately, but no less than sixty (60) days from the date the property is acquired or the start of new construction or the date this Memorandum expires whichever first occurs. This Memorandum shall cease to cover such newly acquired property or property under course of new construction if it is not reported to the Authority within sixty (60) calendar days of acquisition by the **Covered Party**, or the start of such new construction, or the date this Memorandum expires, whichever first occurs.

VIII. Limits of Liability

The Authority shall not be liable under this Memorandum for more than the following limits for loss or damage to covered property arising from any one loss or disaster:

1. While at **Locations** scheduled under this Memorandum:

\$250,000 Blanket limit per any one loss, except;

2. Sublimits of Liability:

\$ 5,000	Trees, plants, shrubs, lawns and landscaping
\$10,000	Property of others
\$10,000	Debris removal
\$10,000	Real or Personal Property at any unscheduled Location/exhibition
\$10,000	Property in transit
\$20,000	Pollution and contamination
\$50,000	Demolition and increased cost of construction
\$50,000	Valuable papers and records including Accounts Receivables

The above sublimits of liability and any other limits stated herein are part of the limit of liability as shown in (1) above and do not serve to increase the limit of \$250,000.

IX. Salvage

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

X. Valuation

At the time of the loss, the value of covered property shall be as follows:

- A. **Real and/or Personal Property** at repair or **Replacement Cost** without deduction for depreciation except as provided below.
1. The Authority's liability for loss on a repair or **Replacement Cost** basis shall not exceed the smallest of the following amounts:
 - a. The limit of this Memorandum applicable to the damaged or destroyed property;
 - b. The repair or **Replacement Cost** of the property or any part thereof identical with such property on the same **Location** and intended for the same occupancy and use; or
 - c. The amount actually and necessarily expended in repairing or replacing said property or any part thereof.
 2. The Authority shall not be liable under this Memorandum for any loss occasioned, directly or indirectly, by the enforcement of any ordinance or law regulating the use, construction, repair or demolition of property unless such liability has been specifically assumed under this Memorandum.
 3. If the property is not repaired or replaced within twelve (12) months from the date of loss, the valuation is to be on an **Actual Cash Value** basis measured at the time of loss.
- B. Contractor equipment at not more than the **Actual Cash Value** of the property at the time of loss or damage.
- C. Property of others at the amount for which the **Covered Party** is legally liable, but not exceeding **Actual Cash Value**.
- D. Tenant's Improvements and Betterments:
1. If repaired or replaced at the expense of the **Covered Party** within twelve (12) months from the date of loss, the repair or **Replacement Cost** of the damaged or destroyed improvements and betterments.
 2. If not repaired or replaced within twelve (12) months from the date of loss, the proportion of the original cost at the time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect on the date of loss bears to the period from the date such improvements or betterments were made to the expiration date of the lease.
 3. If repaired or replaced at the expense of others, there shall be no liability hereunder.

- E. Mercantile Stock: stock actually sold but not delivered at the price at which it was sold, less all discounts and un-incurred expenses.
- F. Manufacturer's Finished Stock: finished stock manufactured by the **Covered Party** at the price, less all discounts and un-incurred expenses, for which the stock has been or would have been sold had no loss occurred.
- G. Valuable Papers and record and media: The cost to repair or replace the property with other property of like kind and quality including the cost of gathering and/or assembling information, but only if such property is actually repaired or replaced.
- H. Patterns and dies: Repair or **Replacement Cost** if actually repaired or replaced within twelve months following the date of loss; otherwise, at scrap value.
- I. Electronic Data Processing Equipment: The actual cost to repair or replace the lost or damaged property with property of the same kind, quality and capability, on the same site and used for the same purpose.
- J. Electronic Data Processing Media: The actual cost to repair or replace the property with other property of like kind and quality.
- K. Electronic Data Processing Data and Programs; the actual cost to reproduce the data and programs, up to the limit of coverage, if the data and programs are actually reproduced. Such costs shall include any additional reasonable expense incurred in reproducing the data and programs, to continue normal computer operations. There shall be no liability hereunder for data and programs that cannot be reproduced due to lack of backup, support documentation or records unless such articles are described and specific limits shown in this Memorandum.
- L. Fine arts: The appraised value; or, if there is no appraisal at the greater of:
 - 1. The original acquisition cost, or
 - 2. The fair market value at the time of loss.
- M. Licensed Vehicles
 - 1. Vehicles older than five (5) years shall be at **actual cash value**.
 - 2. Vehicles newer than five (5) years shall be repair or **Replacement Cost**.
- N. All property not otherwise described; the **Actual Cash Value** of the property at the time the loss or damage occurs.

XI. Terms and Conditions

- A. Assistance and Cooperation of the **Covered Party**. In case of loss or claim, the **Covered Party** shall cooperate with the Authority, and, upon the Authority's request, subject to reimbursement of reasonably incurred expense, shall attend hearings and trials and shall assist in effecting settlement, in securing and giving evidence, in obtaining the attendance of witnesses, and in conducting suits.

- B. **Misrepresentation and Fraud.** This entire Memorandum shall be void if, whether before or after a loss, the **Covered Party** has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or any claim arising therefrom, or in case of any fraud, fraudulent act or fraudulent claim, and all claims hereunder shall be forfeited.
- C. **Notice of Loss and Proof of Loss.** The **Covered Party** shall as soon as practicable report in writing to the Authority every loss, damage or occurrence which may give rise to a claim under this Memorandum, and shall also file with the Authority, within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed, sworn Proof of Loss. The Proof of Loss shall contain information that states: 1) the time, place and cause of loss; 2) the interest of the **Covered Party** and of all others in the property, including, but not limited to, any liens or mortgages; 3) the amount of loss or damage, including specifications of damaged buildings and other property and detailed repair estimates as well as an itemized inventory of damaged **Personal Property**; 4) and all other insurance thereon.
- D. **Settlement of Loss.** All adjusted claims shall be paid or made good to the **Covered Party** within sixty (60) days after presentation and acceptance of satisfactory proof of interest and Proof of Loss at the office of the Authority. No claim shall be paid or made good, in whole or in part, to the extent that the **Covered Party** has collected the same, in whole or in part, from others.
- E. **Loss Payment.** Covered loss, if any, shall be adjusted with and payable to the **Covered Party** unless endorsed otherwise hereon. Receipt of payment by the **Covered Party** or other endorsed payee as provided under this Memorandum shall constitute a release in full of all liability under this Memorandum with respect to such loss. In the event that the Authority makes a partial payment or payments of loss, partial release of liability shall occur as to each such partial payment or payments, and release of liability in full shall occur upon final payment with respect to such loss.
- H. **Other Insurance.** When this coverage form and any other coverage form or policy covers a loss, the **authority's** coverage shall be excess over any other such insurance or coverage, whether primary, excess, contingent, or on any other basis; provided such other insurance or coverage is not written specifically to apply as excess over the coverage provided by this Memorandum.

When the coverage provided by this Memorandum is excess, the **authority** shall pay only its share of the loss, if any, that exceeds the sum of the total amount that all such other insurance or coverage forms would pay for the loss in the absence of the coverage provided by this Memorandum.

- I. **Appraisal.** If the **Covered Party** and the Authority fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of Proof of Loss by the Authority, select a competent and disinterested appraiser. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of either party, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately and itemizing the amount of loss, including both the **Actual Cash Value** at the time of the loss and the cost to repair and replace. Failing to agree, the appraisers shall submit their differences to the umpire. An award in writing signed by any two shall determine the amount of loss. Each party will pay its own appraiser and bear the other expenses of the appraisal and the umpire equally. The Authority shall not be held to have waived any of its rights by any act relating to appraisal.
- J. **Exhibition of Property, Examination Under Oath and Inspection and Copying of Records.** The **Covered Party**, as often as may be reasonably required, shall exhibit to any person designated by the Authority all that remains of any property herein described or for which a claim has been made, and shall submit, and insofar as is within its power, cause its officers, directors, managers, employees and agents to submit to examinations under oath by any person named by the Authority and subscribe the

same; and, as often as may be reasonably required, shall produce for examination all original writings, records, documents, books of account, bills, vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Authority or its representative, and shall permit extracts and copies thereof to be made. Each such examination under oath may be recorded or memorialized by the entity issuing this Memorandum through use of a certified shorthand reporter and/or certified videographer, and each such examination under oath shall take place out of the presence of any witness in any other examination under oath. No such exhibition of property or examination under oath or examination of books or documents, nor any other act of the Authority or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Authority might otherwise have with respect to any loss or claim, but all such exhibitions, examinations and acts shall be deemed to have been made or done without prejudice to the Authority's liability.

- K. **No Benefit to Bailee.** The coverage under this Memorandum shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
- L. **Subrogation or Loan.** If, in the event of loss or damage, the **Covered Party** shall acquire any right of action against any individual or entity, for loss of or damage to property covered hereunder, the **Covered Party** will, if requested by the Authority, assign and transfer such claim or right of action to the Authority or, at the Authority's option, execute and deliver to the Authority the customary form loan receipt upon receiving an advance of funds in respect of the loss or damage, and will subrogate the Authority to, or will hold in trust for the Authority, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the **Covered Party's** name under the direction of and at the expense of the Authority.
- M. **Machinery.** In case of loss or damage by a peril insured against to any part of a machine or unit held either for sale or use consisting of two or more parts when complete, liability under this Memorandum shall be limited to the value of the part of parts lost or damaged or, at the **Covered Party's** option, to the cost and expense of replacing or duplicating the lost or damaged part or parts or of repairing the machine or unit provided that such option shall not exceed the lowest of the above.
- N. **Pair, Set, or Parts.** In the event of loss or damage to:
1. Any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
 2. Any part of property covered consisting, when complete for use, of several parts, the Authority shall only be liable for the value of the part lost or damaged.
- O. **Inspection and Audit.** The Authority shall be permitted but not obligated to inspect the **Covered Party's** property at any time. Neither the Authority's right to make inspection, nor the making thereof, nor any report thereon, shall constitute an undertaking, on behalf of or for the benefit of the **Covered Party** or others, to determine or warrant that such property is safe.

The Authority may examine and audit the **Covered Party's** books and records at any time during the period this Memorandum is in effect, and within three years after the final termination of this Memorandum, as far as it relates to the subject matter of this Memorandum, including any claim arising therefrom.

- P. **Vacancy and/or Unoccupancy.** Unless otherwise endorsed hereto, the Authority shall not be liable for loss or damage to any property that has remained vacant or unoccupied for a period of sixty (60) or more days.

- Q. Right to modify. The Authority reserves the right to revise, update and/or modify the terms and conditions of this Memorandum from time to time and throughout the term of the **coverage period** as may seem necessary and reasonable to the Authority due to an amendment to or repeal of any of the provisions of law referred to herein or for any other reason. When it shall do so, the Authority shall provide appropriate notification to members through appropriate bulletins and/or memoranda outlining the changes.

Endorsement No.: 1

The following districts/entities are considered Covered Parties pursuant to the Declarations and are hereby afforded coverage under the Memorandum of Coverage SPP 7124 25

Fresno (1)

Caruthers Unified

Inyo (8)

Big Pine Unified
Bishop Unified
Bishop Joint Union High
Death Valley Unified
Inyo County Career Technical
Education Program JPA
Inyo County Office of Education
Lone Pine Unified
Owens Valley Unified
Round Valley Jt. Elementary

Kern County (45)

Arvin Union
Bakersfield City
Beardsley
Blake
Buttonwillow Union
Caliente Union
Delano Union Elementary
Delano Joint Union High
Di Giorgio
Edison
El Tejon Unified
Elk Hills
Fairfax
Fruitvale
General Shafter
Greenfield Union
Kern County Supt. of Schools
Kernville Union
Lakeside
Lamont
Linns Valley-Poso Flat Union
Lost Hills Union
Maple
Maricopa Unified
McFarland Unified
McKittrick
Midway
Mojave Unified
Muroc Unified
Norris
Panama-Buena Vista Union
Pond Union
Richland
Rio Bravo-Greeley Union

Kern County (cont.)

Rosedale Union
Semitropic
Sierra Sands Unified
South Fork Union
Standard
Taft City Elementary
Taft Union High
Tehachapi Unified
Vineland
Wasco Union Elementary
Wasco Union High

Kings (3)

Central Union
Pioneer Union Elementary
Reef-Sunset Unified

Los Angeles (6)

Antelope Valley Union High
Antelope Valley SELPA
Palmdale Academy Charter HS
Palmdale School Districts
Westside Union
Wilsona School District

Madera (2)

Chowchilla Elementary
Madera COE

Merced (8)

Delhi
McSwain Union
Merced County Office of
Education
Merced Co. Schools Ins. Group
(MCSIG)
Merced Union High
Merced River Union Elem.
Weaver Union
Winton

Mono County (3)

Eastern Sierra Unified
Mammoth Unified
Mono COE

San Bernardino (2)

Trona Unified
Upland Unified

San Luis Obispo (14)

Atascadero Unified
Bellevue-Santa Fe Charter
Cayucos
Coast Unified
Grizzly Challenge Charter
Lucia Mar Unified
Northern SIPE
Paso Robles Joint Unified
Pleasant Valley
San Luis Coastal Unified
San Luis Obispo COE
San Miguel Joint Union
Shandon Unified
Templeton Unified

Santa Barbara (24)

Ballard
Blochman Union
Buellton Union
Carpinteria Unified
Cold Spring
College Elementary
Cuyama Joint Unified
Goleta Union
Guadalupe Union
Hope
Los Olivos
Montecito Union
Orcutt Union
Santa Barbara CEO
Santa Barbara USD
Santa Barbara SELPA
Santa Maria Jt. Union High
Santa Maria-Bonita
Santa Ynez Valley Charter Sch.
Santa Ynez Valley Special Ed.
Consortium
Santa Ynez Valley High
Solvang
Southern SIPE
Vista Del Mar

San Joaquin (1)

New Jerusalem School District

Tulare County (1)

Tulare COE

Tuolumne JPA (21)

Alpine COE

Alpine Co. Unified SD

Amador COE

Amador Co. Unified SD

Bellevue SD

Big Oak Flat-Groveland USD

Bret Harte Union HSD

Calaveras COE

Calaveras Unified SD

Columbia Union SD

Curtis Creek Elementary SD

Jamestown Elementary SD

Mark Twain Union Elem. SD

Sonora Elementary SD

Sonora Union HSD

Soulsbyville Elementary SD

Summerville Elementary SD

Summerville Union HSD

Tuolumne Co. Supt. of Schools

Twain Harte SD

Vallecito Union SD

All Counties (1)

California Association of School

Transportation Officials

(CASTO)

Endorsement No.: 2

This endorsement changes the Memorandum of Coverage SPP 7124 25
Please Read This Carefully

Communication Systems Endorsement

This endorsement modifies the Memorandum of Coverage under Part II. INTEREST AND PROPERTY NOT COVERED, Exclusion L.

Radio, television, satellite, or data transmission systems are hereby added to this Memorandum if reported to the Authority and included on the Communication Systems schedule.

The coverage provided herein shall be subject to all other exclusions, limitations, and conditions contained in the Memorandum.

The Authority shall not be liable under this Memorandum for more than the following limits for loss or damage arising from any one loss or disaster:

\$250,000 Blanket limit

Endorsement No.: 3

This endorsement changes the Memorandum of Coverage SPP 7124 25
Please Read This Carefully

Artificial Turf and Artificial Turf Fields

This endorsement modifies the Memorandum of Coverage under Part II. INTEREST AND PROPERTY NOT COVERED, Exclusion O.

Artificial turf and artificial turf fields unless specifically added by endorsement.

The coverage provided herein shall be subject to all other exclusions, limitations, and conditions contained in the Memorandum.

The Authority shall not be liable under this Memorandum for more than the following limits for loss or damage arising from any one loss or disaster:

- A. Square footage of Artificial Turf or Artificial Turf Fields Covered: _____; at
- B. Replacement Value: \$12 per square foot.

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