



**PROPERTY AND LIABILITY
BOARD OF DIRECTORS MEETING
JUNE 16, 2022
10:30 A.M.**

AGENDA

I. Consent Agenda

- | | |
|---|--------------|
| A. Approval of Minutes for May 2022 Board of Directors Meeting | Nick Kouklis |
| B. Approval of Payment of Student Insurance Claims in the Amount of \$56,440.72 and No Tackle Football Claims for the Month of May 2022 | Nick Kouklis |

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	2020038303	A.L. (a minor) L-BI
Amador County Unified School District By Ryan Bourget	2022042761	Property
Reef Sunset Unified School District By Ryan Bourget	2022042540	Property
Big Oak Flat Groveland Unified School District By Ryan Bourget	2021039134	Ryan Dutton L-PI

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 \$2,730,327.55 for the Month of May 2022 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 2022 Will Be Submitted for Approval

Kim Sloan

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- C. Request Approval of the 2022-2023 Budget

Kim Sloan

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- D. Request Approval of the Liability Excess Coverage for 2022-2023

Robert Kretzmer

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- E. Request Approval of the 2022-2023 Board Meeting Times, Dates and Places

Nick Kouklis

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

VI. Information and Discussion Items

- A. Review of the Liability Memorandum of Coverage

Robert Kretzmer

- B. Discussion on the ALICE Training

Robert Kretzmer

- C. Comments from the Board of Directors Will Be Heard

Nick Kouklis

- D. Next Meeting:

Nick Kouklis

Thursday, July 21, 2022

10:30 a.m.

Room 204, 2nd Floor – Larry E. Reider Education Center

2000 K Street, Bakersfield, CA 93301

E. Adjournment

Nick Kouklis

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	LPD–Liability Property Damage
ACL – Auto Collision	CF – Crime/Fidelity	P - Property
ACP – Auto Comprehension	LBI – Liability Bodily Injury	SE – Special Education
AGK – Auto Garage Keepers	LPI – Liability Personal Injury	
APD – Auto Property Damage		
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **PERSONAL INJURY** - Injury, other than bodily injury, results from oral or written communication.
11. **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.
12. **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.
13. **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.



**PROPERTY AND LIABILITY
BOARD OF DIRECTORS MEETING
MAY 19, 2022
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 Ridgeway at 10:30 a.m. on Thursday, May 19, 2022 in room 204, 2nd floor of the Larry E. Reider Building, 2000 K Street, Bakersfield, California 93301. The following individuals were in attendance:

MEMBERS PRESENT:

Dr. Julie Boesch
Ty Bryson
Paul Miller
S. Aaron Resendez
Dr. Dave Ostash
Christine Cornejo
Bill Ridgeway
Eva Chavez
Robert Hughes

ALTERNATES PRESENT:

Dr. John Mendiburu
Dr. Sheldon Smith(arrived at 10:32)

OTHERS PRESENT:

Kim Sloan
Megan Hanson
Kristy Comstock
Rich Edwards
Fred Bayles
Robert Kretzmer
Ty Taylor
Ryan Bourget
Roxann Dailey-Webb

Consent Agenda

Motion was made by Director Cornejo, seconded by Director Miller and by roll call vote of 10-Yes, 0-No, and 0 Abstention (10-0-0) to approve the Consent Agenda as follows:

Minutes

Approval of Minutes for April 2022 Board of Directors Meeting

Student Insurance and Tackle Football Claims

Approval of payment of Student Insurance Claims in the Amount of \$54,510.88 and Tackle Football Claims in the amount of \$1,439.78 for the month of April 2022.

Public Comment

None

Closed Session – Property & Liability Claims

The Board went into closed session at 10:32 a.m.

Reconvene to Open Session

The Board reconvened into open session at 11:08 a.m.

Director Ridgeway reported on the following cases:

With respect to the claim filed by H.M., a minor against Merced County Office of Education after discussion, motion was made by Director Ostash, seconded by Director Resendez and by roll call vote of 10-0-1 (abstention by Director Chavez) the board approved the payment of an undisclosed amount for the settlement of this claim with H.M., a minor.

With respect to the claim filed by McSwain Elementary School District after discussion, motion was made by Director Cornejo, seconded by Director Boesch and by roll call vote of 11-0-0 the board approved the payment of \$45,131.79 for repairs to the cafeteria damages by water from a broken pipe.

With respect to the claim filed by Cuyama School District after discussion, motion was made by Director Smith, seconded by Director Bryson and by roll call vote of 11-0-0 the board approved the payment of \$35,678.25 for repairs to district owned house damaged by water due to a dog.

With respect to the claim filed by Kern County Superintendent of Schools after discussion, motion was made by Director Ostash, seconded by Director Chavez and by roll call vote of 10-0-1 (abstention by Director Mendiburu) the board approved the payment of \$444,778.98 for replacement of a roof at Blanton Education Center damaged by fire.

With respect to the claim filed by Amador County Unified School District after discussion, motion was made by Director Chavez, seconded by Director Boesch and by roll call vote of 11-0-0 the board approved the payment of \$35,453.13 for replacement of the actual cash value of a bus damaged by another driver.

With respect to the claim filed by Eastern Sierra Unified School District after discussion, motion was made by Director Resendez, seconded by Director Chavez and by roll call vote of 11-0-0 the board approved the payment of \$49,908.64 for replacement of the actual cash value of a vehicle damaged by a school bus.

With respect to the claim filed by Kern County Superintendent of Schools after discussion, motion was made by Director Ostash, seconded by Director Miller and by roll call vote of 10-0-1 (abstention by Director Mendiburu) the board approved the payment of \$40,647.88 for repairs and replacement of equipment damaged by a Kern County Superintendent of Schools truck and trailer.

Action Items

Report of Property and Liability Claims – April 2022

Robert Kretzmer presented the Report of Property and Liability Claims. There were 48 new claims, 25 claims were closed and no claims reopened in April, resulting in 430 pending claims. Robert reviewed the check register for April 2022, reporting on eight checks that were in excess of \$25,000.00. After discussion, motion was made by Director Smith, seconded by Director Cornejo and by roll call vote of 11-0-0, approving payment of Property and Liability Claims in the amount of \$1,342,116.75 for the month of April 2022.

Financial Report

Kim Sloan reviewed with the Board the Financial Report for the period ending April 30, 2022. Kim reported the LAIF rate for the month of April 2022 increased to 0.52% from last month at 0.37%. After discussion, motion was made by Director Smith, seconded by Director Boesch and by roll call vote of 11-0-0, approving the Financial Reports as submitted.

Information and Discussion Items

Review of the Liability 2022-2023 Memorandum of Coverage

Robert Kretzmer discussed several changes that will be made to the 2022-2023 Liability Memorandum of Coverage. The updated Memorandum of Coverage will be brought back to the Board for approval in July.

Claims and Litigation Management Magazine Article on Fire Investigation and Prevention

Robert Kretzmer discussed key points in the article on fire investigation and prevention with the Board.

Cyber Risk Survey Review

Robert Kretzmer shared the cyber risk survey template with the Board.

Review of the Property Claims Report

Ryan Bourget reviewed the property claims report with the Board.

Review of the Liability Claims Report

Ty Taylor reviewed the liability claims report with the Board.

Review of the Auto Claims Report

Roxann Dailey-Webb reviewed the liability claims report with the Board.

Comments from the Board of Directors

None

Adjournment

There being no further business to come before the Board, motion was made by Director Chavez, seconded by Director Resendez and by roll call vote of 11-0-0, adjourning the meeting at 11:59 a.m.

Next Meeting

The next meeting of the Board of Directors will be held **Thursday, June 16th** at 10:30 a.m. in Room 204 on the 2nd Floor- Larry E. Reider Education Center, 2000 K Street, Bakersfield, CA 93301

Bill Ridgeway, Secretary



SUMMARY OF ACTIVITY
May 2022

	<u>STUDENT</u> <u>INSURANCE</u>	<u>SUPPLEMENTAL</u> <u>COVERAGE</u>	<u>TACKLE</u> <u>FOOTBALL</u>
Opened	82	1	0
Closed	46	0	0
Events	27	0	0
 Total Open & Event claims	 712	 1	 41
 Amount Paid	 \$ 56,440.72	 \$ -	 \$ -
Credit	\$ (268.47)	\$ -	\$ (45.00)
Net Paid Current Month	\$ 56,172.25	\$ -	\$ (45.00)
 Net Paid YTD	 \$ 430,922.99	 \$ -	 \$ 16,862.94



SISC II
CLAIM AND LOSS MANAGEMENT SUMMARY

	MAY 2022
FILES RE-OPENED	0
FILES OPENED	28
FILES CLOSED	20
TOTAL PENDING CLAIMS	438
PENDING INDEMNITY RESERVES	\$26,680,191.20
PENDING EXPENSE RESERVES	\$6,990,418.29
TOTAL RESERVES	<u>\$33,670,609.49</u>
INDEMNITY PAID, CURRENT MONTH	\$2,471,646.49
EXPENSES PAID, CURRENT MONTH	\$258,681.06
SUB-TOTAL	<u>\$2,730,327.55</u>
PRIOR MONTH VOIDS	(\$38,451.74)
RECOVERIES & COLLECTIONS	(\$20,506.90)
REFUNDS/ADJUSTMENTS	\$0.00
NET PAID CURRENT MONTH	<u>\$2,671,368.91</u>
INDEMNITY PAID YEAR-TO-DATE	\$9,169,620.02
EXPENSES PAID YEAR-TO-DATE	\$4,355,791.95
SUB-TOTAL	<u>\$13,525,411.97</u>
CREDITS YEAR-TO-DATE	(\$313,715.88)
RECOVERY YEAR-TO-DATE	(\$908,880.23)
REFUNDS YEAR-TO-DATE	(\$170,050.37)
SUB-TOTAL	<u>(\$1,392,646.48)</u>
NET PAID YEAR-TO-DATE	<u><u>\$12,132,765.49</u></u>
YEAR-TO-DATE FROM CLAIM LOSS MANAGEMENT SUMMARY	12,132,765.49
YEAR-TO-DATE FROM THE FINANCIAL STATEMENT	12,065,821.83
YEAR-TO-DATE FROM THE FINANCIAL STATEMENT(CONSULTING)	207,635.37
YEAR-TO-DATE NET DIFFERENCE	<u>(140,691.71)</u>
2020/2021 Recovery - will remain all year	131,056.99
June stale date posted in Ivos in July- will remain all year	40,000.00
Payment to Alliance 44772506 and Ventiv 44772506	3,312.00
AON Global Risk warrant 44764376 issued in Sep	5,200.00
Payment to Alliance 44778121	12.00
Payment to Alliance 44784317	372.00
AON Global Risk warrant 44807167 issued in Mar	15,500.00
May stale dated to be posted in Ivos in June	(54,761.28)
	<u>140,691.71</u>
YEAR-TO-DATE DIFFERENCE	<u><u>(0.00)</u></u>

Check Register - Property & Liability May 2022

MAY 2022

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
556902	05/03/2022	CALIFORNIA HIGHWAY	2022042953	ACL	Adjusting	Lucia Mar Unified	10.00
556903	05/03/2022	YES ENVIRONMENTAL, INC	2022042540	P	Fire Loss	Reef-Sunset	5,232.50
556904	05/03/2022	CARPENTER, ROTHANS &	2021039660	LBI	Attorney Fees	Santa Barbara	72.00
556905	05/03/2022	CARPENTER, ROTHANS &	2020038667	LBI	Attorney Fees	Palmdale	283.89
556906	05/03/2022	CARPENTER, ROTHANS &	2019034513	LBI	Attorney Fees	Westside Union	775.50
556907	05/03/2022	HAGAN DENISON, LLP	2020037994	ABI	Attorney Fees	Panama-Buena	1,350.50
556908	05/03/2022	HAGAN DENISON, LLP	2018031216	ABI	Attorney Fees	Panama-Buena	38.00
556909	05/03/2022	HAGAN DENISON, LLP	2021039801	LBI	Attorney Fees	Fairfax School	278.00
556910	05/03/2022	HAGAN DENISON, LLP	2020038734	LPI	Attorney Fees	Kern Community	1,646.50
556911	05/03/2022	MYERS, GREG, LAW OFFICES	2020038305	LBI	Attorney Fees	Bakersfield City	430.50
556912	05/03/2022	ROBINSON & KELLAR	2020039014	LPI	Attorney Fees	Muroc Joint Unified	5,937.05
556913	05/03/2022	ROBINSON & KELLAR	2019032624	LBI	Attorney Fees	McFarland Unified	15,952.00
556914	05/03/2022	COMPEX LEGAL SERVICES,	2020036137	LBI	Legal-Other	Panama-Buena	423.62
556945	05/05/2022	CHRYSTAL CRAIG	2022042727	APD	Property	Edison School	3,288.42
556946	05/05/2022	HAINES, TODD F.	2020038270	ACL	Legal-Other	Santa Maria Joint	50.00
556947	05/05/2022	HERR PEDERSEN &	2021039134	LPI	Attorney Fees	Big Oak Flat-	724.31
556948	05/05/2022	DEMARIA LAW FIRM, APC	2021040054	LPI	Attorney Fees	Panama-Buena	1,368.00
556949	05/05/2022	DEMARIA LAW FIRM, APC	2021040054	LPI	Attorney Fees	Panama-Buena	752.00
556950	05/05/2022	TYSON & MENDES LLP	035994	LBI	Attorney Fees	Sonora Union High	2,742.57
556951	05/05/2022	DEMARIA LAW FIRM, APC	2021039134	LPI	Attorney Fees	Big Oak Flat-	1,068.30
556952	05/05/2022	DEMARIA LAW FIRM, APC	2021040400	LBI	Attorney Fees	Pioneer Union	1,957.00
556953	05/05/2022	DEMARIA LAW FIRM, APC	2020038781	LPI	Attorney Fees	Amador County	15,200.50
556954	05/05/2022	COMPEX LEGAL SERVICES,	2020037994	ABI	Legal-Other	Panama-Buena	423.62
556955	05/05/2022	BOWE CLEVELAND AND THE	2013006822	LBI	In Full	Taft Union High	302,967.11 ✓
556956	05/05/2022	TRUE LEGAL SUPPORT, INC	2019035039	LBI	Legal-Other	Winton School	831.80
556957	05/05/2022	Delano Union School District	2022041408	CYB	Cyber	Delano Union	73,808.00 ✓
556958	05/05/2022	HALL, HIEATT & CONNELLY,	2019032331	LBI	Attorney Fees	Santa Barbara	9,182.00
556959	05/05/2022	HALL, HIEATT & CONNELLY,	2017027082	LBI	Attorney Fees	Lucia Mar Unified	9,748.02
556960	05/05/2022	HALL, HIEATT & CONNELLY,	2022040627	LBI	Attorney Fees	San Luis Coastal	923.00
556961	05/05/2022	HALL, HIEATT & CONNELLY,	2019032223	LBI	Attorney Fees	Atascadero Unified	3,393.50

Check Register - Property & Liability May 2022

MAY 2022

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
556962	05/05/2022	HALL, HIEATT & CONNELLY,	2021040403	LBI	Attorney Fees	San Luis Coastal	2,015.00
556963	05/05/2022	MC LAW GROUP, APC	2019033496	LPI	Attorney Fees	Santa Barbara	1,920.00
556964	05/05/2022	CARY D. ALBERSTONE MD	2020038234	ABI	Legal-Other	Santa Barbara	2,250.00
556965	05/05/2022	MC LAW GROUP APC	2020038234	ABI	Attorney Fees	Santa Barbara	9,132.59
556966	05/05/2022	MC LAW GROUP APC	2022041384	LBI	Attorney Fees	Santa Barbara	4,880.00
556983	05/05/2022	BOWE CLEVELAND AND THE	2013006822	LBI	In Full	Taft Union High	302,967.11 ✓
556989	05/11/2022	Orcutt Union School District	2022042678	ACL	Collision Loss	Orcutt Union	2,027.00
556990	05/11/2022	Merced County Office of	2022043062	ACP	Auto	Merced County	2,043.54
556991	05/11/2022	OLGA GONZALEZ	2022042963	APD	Property	Bakersfield City	1,441.95
556992	05/11/2022	PDA CORPORATE STORES	2022042963	APD	Adjusting	Bakersfield City	267.10
556993	05/11/2022	HERR PEDERSEN &	2018031218	LBI	Attorney Fees	Merced County	374.75
556994	05/11/2022	VERITEXT CORP	2020038359	LBI	Legal-Other	Kern Community	590.58
556995	05/11/2022	HAGAN DENISON, LLP	2020038359	LBI	Attorney Fees	Kern Community	55.50
556996	05/11/2022	EDDINGS ATTORNEY	2021039134	LPI	Legal-Other	Big Oak Flat-	240.15
556997	05/11/2022	VERITEXT CORP	2021039658	LPI	Legal-Other	Trona Joint Unified	5,881.95
556998	05/11/2022	HORSEMEN, INC.	2019032223	LBI	Legal-Other	Atascadero Unified	939.50
556999	05/11/2022	TYSON & MENDES LLP	2021040363	LBI	Attorney Fees	Santa Maria Joint	12,691.50
557000	05/11/2022	TYSON & MENDES LLP	2021039660	LBI	Attorney Fees	Santa Barbara	10,909.25
557001	05/11/2022	HAGAN DENISON, LLP	2020037688	LBI	Attorney Fees	Bakersfield City	35.00
557002	05/11/2022	HAGAN DENISON, LLP	2020036137	LBI	Attorney Fees	Panama-Buena	35.00
557003	05/11/2022	DEMARIA LAW FIRM, APC	2020036640	LPI	Attorney Fees	Eastern Sierra	14,152.79
557004	05/11/2022	DEMARIA LAW FIRM, APC	2019035039	LBI	Attorney Fees	Winton School	336.28
557005	05/11/2022	DEMARIA LAW FIRM, APC	2020038733	LBI	Attorney Fees	Delano Union	16,081.45
557006	05/11/2022	DEMARIA LAW FIRM, APC	2020038305	LBI	Attorney Fees	Bakersfield City	840.00
557007	05/11/2022	DEMARIA LAW FIRM, APC	2021039753	LBI	Attorney Fees	Bakersfield City	3,026.10
557008	05/11/2022	DEMARIA LAW FIRM, APC	2021039223	LPI	Attorney Fees	Norris School	676.00
557009	05/11/2022	DEMARIA LAW FIRM, APC	2019035039	LBI	Attorney Fees	Winton School	12,659.26
557089	05/19/2022	Sonora Union High SD (GL)	2021039835	ACL	Deductible	Sonora Union High	5,000.00
557090	05/19/2022	Sonora Union High SD (GL)	2021039835	ACL	Indemnity	Sonora Union High	2,089.46
557091	05/19/2022	DEPART OF HEALTH CARE	2019032662	LBI	Medical	Palmdale	1,584.42

Check Register - Property & Liability May 2022

MAY 2022

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
557092	05/19/2022	LAW OFFICES OF ULRIC E. J.	2019032662	LBI	Attorney Fees -	Palmdale	6,750.00
557093	05/19/2022	YES ENVIRONMENTAL, INC	2022042540	P	Fire Loss	Reef-Sunset	10,150.00
557094	05/19/2022	JONES, KYLE W.	2022041122	LBI	Full and Final	Bakersfield City	4,850.00
557095	05/19/2022	DAPRA CONSTRUCTION	2022042869	P	Legal-Other	Kern County Supt	1,297.10
557096	05/19/2022	FIRST LEGAL DEPOSITION	2020038781	LPI	Legal-Other	Amador County	4,125.68
557097	05/19/2022	MEDRANO ROOFING	2022042294	P	Fire Loss	Kern County Supt	5,832.80
557098	05/19/2022	DEPOVISION	2020038736	LBI	Legal-Other	Lake Elsinore	727.50
557099	05/19/2022	COMPEX LEGAL SERVICES,	2020038359	LBI	Legal-Other	Kern Community	3,105.69
557100	05/19/2022	Merced County Office of	2022043136	ACL	Collision Loss	Merced County	660.09
557101	05/19/2022	VERITEXT CORP	2019033922	LBI	Legal-Other	Kern High School	832.38
557102	05/19/2022	SIERRA PACIFIC LOSS	2022042294	P	Adjusting	Kern County Supt	4,530.00
557103	05/19/2022	CALIFORNIA HIGHWAY	2022043137	ACL	Adjusting	Buellton Union	10.00
557104	05/24/2022	PDA CORPORATE STORES	2022042550	APD	Adjusting	Kern County Supt	1,252.48
557105	05/24/2022	GCI EQUIPMENT RENTAL	2022042550	APD	Property	Kern County Supt	40,647.88 ✓
557106	05/24/2022	CSM IN TRUST FOR USAA	2022041753	APD	Property	Eastern Sierra	49,908.64 ✓
557107	05/24/2022	Amador County Unified SD (GL)	2022042801	ACL	Collision Loss	Amador County	35,453.13 ✓
557108	05/24/2022	Antelope Valley Union High	2021039839	P	Theft Loss	Antelope Valley	4,243.58
557109	05/24/2022	OLVERA COURT REPORTING	2020038736	LBI	Legal-Other	Lake Elsinore	1,087.50
557110	05/24/2022	MYERS, GREG, LAW OFFICES	2019035039	LBI	Attorney Fees	Winton School	2,633.37
557111	05/24/2022	MYERS, GREG, LAW OFFICES	2019033922	LBI	Attorney Fees	Kern High School	266.50
557112	05/24/2022	MYERS, GREG, LAW OFFICES	2019032624	LBI	Attorney Fees	McFarland Unified	5,591.06
557113	05/24/2022	MYERS, GREG, LAW OFFICES	2019032987	LBI	Attorney Fees	Weaver Union	20.50
557114	05/24/2022	McSwain Union Elementary	2022042247	P	Water Loss	McSwain Union	45,131.79
557115	05/24/2022	SCOTT KELTING, AS	2019031777	LBI	Full and Final	San Luis Coastal	1,600,000.00 ✓
557116	05/24/2022	South Fork Union School District	2022043183	ACP	Auto	South Fork Union	4,548.15
557117	05/24/2022	PDA CORPORATE STORES	2022042885	LPD	Adjusting	Santa Maria-Bonita	212.32
557118	05/24/2022	OLVERA COURT REPORTING	2019032624	LBI	Legal-Other	McFarland Unified	529.00
557119	05/24/2022	OLVERA COURT REPORTING	2019032624	LBI	Legal-Other	McFarland Unified	457.50
557120	05/24/2022	PDA CORPORATE STORES	2022042681	APD	Adjusting	El Centro	495.80
557121	05/24/2022	KYRA PRENTICE	2022041138	APD	Property	Atascadero Unified	1,441.75

Check Register - Property & Liability May 2022

MAY 2022

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
557122	05/24/2022	BARKLEY COURT REPORTERS	2020036640	LPI	Legal-Other	Eastern Sierra	606.60
557123	05/24/2022	BARKLEY COURT REPORTERS	2020036640	LPI	Legal-Other	Eastern Sierra	1,241.75
557124	05/24/2022	FIRST LEGAL DEPOSITION	2020036640	LPI	Legal-Other	Eastern Sierra	1,715.53
557125	05/24/2022	MYERS, GREG, LAW OFFICES	2020038305	LBI	Attorney Fees	Bakersfield City	82.00
557126	05/24/2022	MCCUNE & HARBER LLP	2019033922	LBI	Attorney Fees	Kern High School	1,721.66
557127	05/24/2022	ZIMMER AND MELTON, LLP	2022040725	LPI	Attorney Fees	Greenfield Union	2,827.03
557128	05/24/2022	ZIMMER AND MELTON, LLP	2021039658	LPI	Attorney Fees	Trona Joint Unified	4,983.82
557129	05/24/2022	GEICO GENERAL INSURANCE	2022042301	LPD	Full and Final	Central Union High	1,175.10
557146	05/26/2022	ANDERSON GROUP	2022042294	P	Fire Loss	Kern County Supt	166,371.18 ✓
557147	05/26/2022	CARPENTER, ROTHANS &	2020038667	LBI	Attorney Fees	Palmdale	401.10
557148	05/26/2022	ROBINSON & KELLAR	2020038736	LBI	Attorney Fees	Lake Elsinore	2,450.80
557149	05/26/2022	ROBINSON & KELLAR	2021039203	LPI	Attorney Fees	Lake Elsinore	2,023.09
557150	05/26/2022	ROBINSON & KELLAR	2019032541	LPI	Attorney Fees	Mojave Unified	1,066.90
557151	05/26/2022	ROBINSON & KELLAR	2021039114	LBI	Attorney Fees	Lake Elsinore	8,153.80
557152	05/26/2022	CARPENTER, ROTHANS &	2021039660	LBI	Attorney Fees	Santa Barbara	5,404.10
557153	05/26/2022	CARPENTER, ROTHANS &	2021039660	LBI	Attorney Fees	Santa Barbara	5,955.26
557154	05/26/2022	CALIFORNIA HIGHWAY	2022043259	ACL	Adjusting	Lake Elsinore	10.00
557155	05/26/2022	CLIFFORD & BROWN	2015015956	LPI	Attorney Fees	Kern Community	243.65
557156	05/26/2022	KATURA STOKES AND	2021040005	LPI	Non-Physical	Palmdale	25,000.00 ✓
557157	05/26/2022	TAYLOR AND RING CLIENT	2021040005	LPI	Trust Account -	Palmdale	40,000.00 ✓
557158	05/26/2022	TAYLOR & RING, LLP AND	2021040005	LPI	Trust Account -	Palmdale	10,000.00
557159	05/26/2022	LYON LEGAL CLIENT TRUST	2020039013	LPI	Trust Account -	Palmdale	20,000.00
557160	05/26/2022	ZIMMER AND MELTON, LLP	2015015956	LPI	Attorney Fees	Kern Community	74.00
557190	05/31/2022	CARPENTER, ROTHANS &	2020038303	LBI	Attorney Fees	Antelope Valley	1,464.65
557191	05/31/2022	ACT MEDIATION, INC.	2020038303	LBI	Legal-Other	Antelope Valley	2,750.00
557192	05/31/2022	LIEBERT CASSIDY WHITMORE	2021040407	LPI	Attorney Fees	Kern Community	6,400.00
557193	05/31/2022	CARPENTER, ROTHANS &	2020038645	LBI	Attorney Fees	Upland USD (GL)	709.67
557194	05/31/2022	CARPENTER, ROTHANS &	2021039887	LBI	Attorney Fees	Palmdale	335.65
557195	05/31/2022	CARPENTER, ROTHANS &	2019035125	LBI	Attorney Fees	Palmdale	490.00
557196	05/31/2022	CARPENTER, ROTHANS &	2021039694	LPI	Attorney Fees	Antelope Valley	3,293.50

Check Register - Property & Liability May 2022

MAY 2022

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
557197	05/31/2022	CARPENTER, ROTHANS &	2019031894	LBI	Attorney Fees	Antelope Valley	462.50
557198	05/31/2022	CARPENTER, ROTHANS &	2020037703	LBI	Attorney Fees	Antelope Valley	160.00
557199	05/31/2022	CARPENTER, ROTHANS &	2020036944	LBI	Attorney Fees	Antelope Valley	1,351.31

Total For 122000496 2740012854

2,730,327.55

Number of Check: 123

First Check Number: 556902

Number Of Payments: 125

Last Check Number: 557199

Check Sequence:

SISC II
INCOME STATEMENT
MAY 2022

		BUDGET	YEAR-TO-DATE	CURRENT MONTH
<u>REVENUES</u>				
8660.00	Interest-County Treasurer	\$207,821.00	\$346,711.28	\$0.00
8660.03	LAIF	\$15.00	\$11.99	\$0.00
8660.04	Investments	\$253,058.00	(\$1,383,941.88)	\$0.00
8660.05	Bank	\$4,200.00	\$3,396.13	\$31.84
8674.02	Premiums-Prop & Liab	\$40,323,898.00	\$38,246,384.37	\$3,492,561.00
8674.12	Student Ins	\$1,266,053.00	\$1,161,158.46	\$105,560.00
8674.13	Tackle Football	\$18,000.00	\$23,110.00	\$10.00
8674.14	Special Ed Defense	\$489,449.00	\$443,924.00	\$0.00
8674.15	Supp Student Ins	\$1,000.00	\$775.00	\$0.00
8699.06	Administrative Fees	\$100.00	\$0.00	\$0.00
TOTAL REVENUES		<u>\$42,563,594.00</u>	<u>\$38,841,529.35</u>	<u>\$3,598,162.84</u>
<u>EXPENSES</u>				
4300.00	Supplies	\$500.00	\$372.57	\$0.00
5200.00	Travel/Conference	\$5,000.00	\$870.17	\$197.12
5300.00	Dues and Memberships	\$75,000.00	\$59,753.31	\$0.00
5450.01	Insurance-Property & Fire	\$8,240,886.00	\$7,228,092.51	\$723,374.00
5450.02	Boiler & Machinery	\$243,667.00	\$221,111.00	\$20,101.00
5450.04	Crime	\$74,671.00	\$65,426.00	\$5,932.00
5450.06	Excess Liability	\$5,700,000.00	\$4,708,357.67	\$428,032.00
5450.17	Data Compromise	\$118,875.00	\$272,889.54	\$24,808.00
5450.18	Concussion Coverage	\$27,000.00	\$25,875.00	\$2,250.00
5450.19	Terrorism	\$35,627.00	\$24,460.02	\$2,828.00
5800.00	Miscellaneous	\$500.00	\$0.00	\$0.00
5800.02	Audit	\$13,090.00	\$13,090.00	\$0.00
5800.08	Safety Incentive Projects	\$46,120.00	\$19,879.60	\$18,787.22
5800.10	Consulting	\$161,750.00	\$207,635.37	\$0.00
5800.15	Property Appraisals	\$55,484.00	\$50,440.00	\$31,340.00
5800.32	Bank Fees	\$4,100.00	\$3,164.50	\$0.00
5800.50	Administration - KCSOS	\$3,371,246.00	\$2,905,696.38	\$245,846.50
5800.55	Student Ins Claims	\$823,000.00	\$430,922.99	\$56,440.72
5800.56	Tackle FB Claims	\$18,000.00	\$16,982.94	\$0.00
5800.57	Supp Student Ins Claims	\$1,000.00	\$0.00	\$0.00
5800.58	Spec Ed VCP	\$489,449.00	\$0.00	\$0.00
5800.66	Property Claims	\$1,983,299.00	\$1,222,515.25	\$195,732.79
5800.67	Liability Claims	\$11,555,373.00	\$9,596,554.60	\$2,316,142.10
5800.69	Auto Claims	\$1,836,064.00	\$727,552.98	\$143,184.48
5800.90	Bill Review	\$12,000.00	\$3,203.51	\$1,989.18
5800.94	Other Distributions	\$0.00	\$0.00	\$0.00
5800.95	Unpaid Claims Liab Adj	\$2,000,000.00	\$13,243,072.70	\$0.00
TOTAL EXPENSES		<u>\$36,891,701.00</u>	<u>\$41,047,918.61</u>	<u>\$4,216,985.11</u>
CHANGE IN NET ASSETS		\$5,671,893.00	(\$2,206,389.26)	(\$618,822.27)
NET ASSETS - BEGINNING		<u>\$24,433,654.29</u>	<u>\$24,433,654.29</u>	<u>\$22,846,087.30</u>
NET ASSETS - ENDING		<u>\$30,105,547.29</u>	<u>\$22,227,265.03</u>	<u>\$22,227,265.03</u>

SISC II
BALANCE SHEET
May 31, 2022

	July 1, 2021 BALANCE	May 31, 2022 BALANCE
<u>ASSETS</u>		
9110.00 Cash in County Treasury	\$25,364,340.57	\$27,681,217.25
9120.02 Bank Account-Claims Fund	\$594,564.73	\$4,232,426.25
9130.00 Revolving Fund	\$1,500.00	\$1,500.00
9150.01 Local Agency Investment Fund	\$6,065.97	\$6,082.91
9150.03 Investments	\$44,975,619.21	\$51,591,677.33
9200.00 Accounts Receivable	\$823,405.71	\$610,267.70
9330.00 Prepaid Insurance	\$3,803,697.00	\$5,566,787.00
	<hr/>	<hr/>
TOTAL ASSETS	\$75,569,193.19	\$89,689,958.44
	<hr/>	<hr/>
<u>LIABILITIES</u>		
9500.00 Current Liabilities	\$856,648.90	\$245,856.50
9650.00 Deferred Income	\$0.00	\$3,694,874.21
9668.00 Unpd Clms Liab (90% Conf Lvl)	\$50,278,890.00	\$63,521,962.70
	<hr/>	<hr/>
TOTAL LIABILITIES	\$51,135,538.90	\$67,462,693.41
	<hr/>	<hr/>
NET ASSETS - Funding Stabilization Rese	\$24,433,654.29	\$22,227,265.03
	<hr/>	<hr/>
TOTAL LIABILITIES AND NET ASSETS	\$75,569,193.19	\$89,689,958.44
	<hr/>	<hr/>

 AUTHORIZED SIGNATURE

PREPARED BY: Nancy Russo

**SISC II
Investments
May 31, 2022**

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	\$27,681,217.25	0.95%	LAST QUARTER	JAN-MAR 2022
		1.48%	5 YEAR AVERAGE	APR 2017-MAR 2022
LOCAL AGENCY INVESTMENT FUND	\$6,082.91	0.68%	CURRENT MONTH	May, 2022
		0.23%	LAST QUARTER	JAN-MAR 2022
		1.36%	5 YEAR AVERAGE	APR 2017-MAR 2022

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, 2022 was:

INVESTMENT FIRM	MARKET VALUE	QUARTERLY RETURN	ANNUALIZED RETURN	PERIOD	DATES
REINHART PARTNERS (SISC INVESTMENT POOL)	\$24,666,285.00	-2.23%	-9.06%	LAST QUARTER	JAN-MAR 2022
			1.41%	5 YEAR AVERAGE	APR 2017-MAR 2022
			2.01%	YIELD TO MATURITY	AS OF MAR 31, 2022
WELLS FARGO ADVISORS (RICH EDWARDS)	\$26,925,392.33	-2.19%	-9.18%	LAST QUARTER	JAN-MAR 2022
			1.30%	5 YEAR AVERAGE	APR 2017-MAR 2022
			1.63%	YIELD TO MATURITY	AS OF MAR 31, 2022
	<u>\$51,591,677.33</u>				

5-YEAR HISTORY OF RETURNS - ANNUALIZED

Quarter Ending:	Co of Kern	LAIF	INVESTMENT POOL	RICH WELLS FARGO	COMBINED WEIGHTED AVERAGE RETURN
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%
3/31/2019	2.12%	2.55%	4.25%	4.19%	3.81%
12/31/2018	1.92%	2.40%	4.30%	3.41%	3.24%
9/30/2018	1.77%	2.16%	1.09%	1.95%	1.59%
6/30/2018	1.69%	1.90%	1.00%	0.86%	0.98%
3/31/2018	1.51%	1.51%	-1.16%	-1.32%	-0.95%
12/31/2017	1.38%	1.20%	-0.38%	-1.19%	-0.21%
9/30/2017	1.32%	1.07%	1.01%	1.62%	1.29%
6/30/2017	1.20%	0.93%	1.49%	1.05%	1.30%
5-Yr Average	1.48%	1.36%	1.41%	1.30%	1.50%

Bills				Bonds			
31) 07/12/22	1.130 / 1.092	1.109	+0.100	52) 1 ⁷ / ₈ N51	71-30+ / 01	3.383	-2-11
32) 08/09/22	1.342 / 1.280	1.300	+0.107	53) 2 ¹ / ₄ 252	79-02 / 04+	3.367	-2-16
33) 09/08/22	1.448 / 1.387	1.411	+0.107	54) 2 ⁷ / ₈ 552 30YR	91-02 / 04	3.347	-2-24+
34) 12/08/22	2.150 / 2.088	2.138	+0.213	TIPS			
35) 05/18/23	2.713 / 2.668	2.757	+0.293	55) 0 ¹ / ₈ 427	98-31 ³ / ₄ / 99-04	0.307	-1-01 ¹ / ₄
Notes				56) 0 ¹ / ₈ 132	95-20 ¹ / ₄ / 95-25	0.578	-1-28+
36) 2 ¹ / ₄ 324	98-09 / 09 ⁷ / ₈	3.226	- 11 ¹ / ₄	57) 0 ¹ / ₈ 252	80-28+ / 81-07+	0.841	-4-04 ³ / ₄
37) 2 ¹ / ₂ 424	98-20+ / 21	3.242	- 11 ¹ / ₈	Curve Trades			
38) 2 ¹ / ₂ 524 2YR	98-18 ³ / ₈ / 18+	3.254	- 11 ³ / ₈	58) 2yr vs 5yr	18.206 / 18.591		-0.911
39) 2 ⁵ / ₈ 425	97-27 ¹ / ₄ / 28	3.417	- 16+	59) 2yr vs 10yr	7.354 / 7.944		-1.466
40) 2 ³ / ₄ 525	98-03 ³ / ₄ / 04+	3.424	- 17	60) 5yr vs 10yr	-11.014 / -10.647		-0.542
41) 2 ⁷ / ₈ 625 3YR	98-14 / 14 ¹ / ₄	3.425	- 17	61) 10yr vs 30yr	1.184 / 2.007		-1.965
42) 2 ¹ / ₂ 327	95-26+ / 27+	3.444	- 25	Other Markets			
43) 2 ³ / ₄ 427	96-28+ / 29	3.444	- 25 ¹ / ₄	62) US Long(CBT)	11:07 d	133-03	-2-17
44) 2 ⁵ / ₈ 527 5YR	96-10 / 10 ¹ / ₄	3.438	- 25+	63) 10yr Fut (CBT)	11:07 d	115-19+	-1-06+
45) 2 ⁷ / ₈ 429	96-21+ / 22+	3.417	-1-01+	64) 5Yr Fut(CBT)	11:07 d	110-00	-0-27 ¹ / ₄
46) 2 ³ / ₄ 529 7YR	95-29 / 29+	3.413	-1-02	65) Dow Jones Ind	11:17	30595.941	-796.848
47) 1 ³ / ₈ N31	84-06 / 07	3.342	-1-10	66) S&P 500 Ind	11:02 d	3758.860	-142.000
48) 1 ⁷ / ₈ 232	87-31 / 00	3.337	-1-11	67) NYM WTI Crd	11:07 d	118.040	-2.630
49) 2 ⁷ / ₈ 532 10YR	96-05 / 05+	3.331	-1-14+	68) Gold	11:17	1827.525	-44.080

SISC II - PROPERTY & LIABILITY

OBJECT CODE	DESCRIPTION	JULY 1, 2021	JULY 1, 2021	PROJECTED JULY 1, 2022
ASSETS & LIABILITIES				
9110.00	CASH - CO TREAS	\$25,364,340.57	\$25,364,340.57	\$26,905,105.04
9120.02	BANK ACCT - CLAIMS FUND	\$594,564.73	\$594,564.73	\$1,666,756.25
9130.00	REVOLVING FUND	\$1,500.00	\$1,500.00	\$1,500.00
9150.01	LAIF	\$6,065.97	\$6,065.97	\$6,082.91
9150.03	INVESTMENTS	\$44,975,619.21	\$44,975,619.21	\$51,591,677.33
9200.00	ACCOUNTS RECEIVABLE	\$823,405.71	\$823,405.71	\$683,155.70
9330.00	PREPAID INSUR	\$3,803,697.00	\$3,803,697.00	\$4,359,462.00
9500.00	CURRENT LIABILITIES	(\$856,648.90)	(\$856,648.90)	(\$721,330.50)
9650.00	DEFERRED INCOME	\$0.00	\$0.00	\$0.00
9668.00	UNPAID CLAIMS LIAB (UCL)	(\$50,278,890.00)	(\$50,278,890.00)	(\$63,521,962.70)
NET ASSETS - BEGINNING		\$24,433,654.29	\$24,433,654.29	\$20,970,446.03
		2021-22 BUDGET	PROJECTED June 30, 2022	2022-23 BUDGET
REVENUES				
8660.00	INTEREST - CO TREAS	\$207,821.00	\$419,591.28	\$659,092.00
8660.03	INTEREST - LAIF	\$15.00	\$19.99	\$46.00
8660.04	INTEREST - INVESTMENTS	\$253,058.00	(\$1,383,941.88)	\$967,344.00
8660.05	INTEREST - BANK	\$4,200.00	\$4,526.13	\$5,000.00
8674.02	PREM - PROP & LIAB	\$40,323,898.00	\$41,835,698.37	\$47,287,193.00
8674.12	PREM - STUDENT INS	\$1,266,053.00	\$1,266,718.46	\$1,226,093.00
8674.13	PREM - TACKLE FB	\$18,000.00	\$23,110.00	\$27,000.00
8674.14	PREM - SEVCP	\$489,449.00	\$443,924.00	\$443,924.00
8674.15	PREM - SUPP SI	\$1,000.00	\$775.00	\$1,250.00
8699.06	ADMIN FEES	\$100.00	\$0.00	\$100.00
TOTAL REVENUES		\$42,563,594.00	\$42,610,421.35	\$50,617,042.00
		Bdgt vs Proj 6/30 \$46,827.35 0.11% Dec ROR Invest, inc P&L prem		
EXPENSES				
4300.00	SUPPLIES	\$500.00	\$472.57	\$500.00
5200.00	TRAVEL & CONF	\$5,000.00	\$1,370.17	\$5,000.00
5300.00	DUES & MEMBERSHIP	\$75,000.00	\$59,753.31	\$133,212.00
5450.01	INSUR - EXS PROP & FIRE	\$8,240,886.00	\$7,951,466.51	\$10,116,248.00
5450.02	INSUR - BOILER & MACH	\$243,667.00	\$241,212.00	\$248,448.00
5450.04	INSUR - CRIME	\$74,671.00	\$71,358.00	\$74,739.00
5450.06	INSUR - EXCESS LIAB	\$5,700,000.00	\$5,136,389.67	\$8,998,588.00
5450.17	INSUR - DATA COMPROMISE	\$118,875.00	\$297,697.54	\$595,396.00
5450.18	INSUR - CONCUSSION	\$27,000.00	\$28,125.00	\$27,000.00
5450.19	INSUR - TERRORISM	\$35,627.00	\$27,288.02	\$35,627.00
5800.00	MISCELLANEOUS	\$500.00	\$100.00	\$500.00
5800.02	AUDIT FEES	\$13,090.00	\$13,090.00	\$13,395.00
5800.08	SAFETY INCENTIVE PROJ	\$46,120.00	\$21,879.60	\$0.00
5800.10	CONSULTING	\$161,750.00	\$230,547.37	\$225,600.00
5800.15	PROPERTY APPRAISALS	\$55,484.00	\$50,440.00	\$51,953.00
5800.32	BANK FEES	\$4,100.00	\$4,214.50	\$4,800.00
5800.50	ADMIN - KCSOS	\$3,371,246.00	\$3,185,696.38	\$3,609,332.00
5800.55	CLAIMS - STUDENT INS	\$823,000.00	\$485,922.99	\$715,300.00
5800.56	CLAIMS - TACKLE FB	\$18,000.00	\$17,782.94	\$22,000.00
5800.57	CLAIMS - SUPP SI	\$1,000.00	\$0.00	\$1,250.00
5800.58	CLAIMS - SEVCP	\$489,449.00	\$443,924.00	\$443,924.00
5800.66	CLAIMS - PROPERTY	\$1,983,299.00	\$1,583,515.25	\$2,203,443.00
5800.67	CLAIMS - LIABILITY	\$11,555,373.00	\$12,096,554.60	\$17,549,340.00
5800.69	CLAIMS - AUTO	\$1,836,064.00	\$877,552.98	\$1,387,349.00
5800.90	BILL REVIEW	\$12,000.00	\$4,203.51	\$7,000.00
5800.94	OTHER DISTRIBUTIONS	\$0.00	\$0.00	\$0.00
5800.95	UNPAID CLAIMS LIAB ADJ	\$2,000,000.00	\$13,243,072.70	\$2,000,000.00
TOTAL EXPENSES		\$36,891,701.00	\$46,073,629.61	\$48,469,944.00
		Bdgt vs Proj 6/30 \$9,181,928.61 24.89% Dec excess ins; dec claims and UCL Adj		
CHANGE IN NET ASSETS		\$5,671,893.00	(\$3,463,208.26)	\$2,147,098.00
NET ASSETS - BEGINNING		\$24,433,654.29	\$24,433,654.29	\$20,970,446.03
NET ASSETS - ENDING		\$30,105,547.29	\$20,970,446.03	\$23,117,544.03



2020/2021 ANNUAL REPORT

SELF

Schools Excess Liability Fund

MISSION STATEMENT

SELF is a member-owned, statewide partnership of public educational agencies providing quality pooled programs for excess coverage that benefit our students.

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SELF GOALS

- To maintain prudent fiscal and claims management to conserve member assets
- To develop and provide the broadest excess coverage programs at the lowest possible premium consistent with sound actuarial principles
- To obtain, maintain and disseminate risk management information and technologies associated with educational agency exposures
- To be a leader and to work with other public agencies in the analysis of exposures impacting educational agencies

TO OUR MEMBERS

Normal is a word we use a lot the past couple years. Whether it is nostalgia over the old normal, wondering about the new normal or considering if we do away with the word completely as an inadequate term for how one navigates a global pandemic and the change it has brought upon us.

But schools charge ahead and chart the next path. Financially, things are about as good as they get, but it hasn't lessened the challenges ahead with student and staff mental health, long term financial planning—after one-time monies fade away and how much online learning makes its way into a permanent way of life.



Whatever unfolds as we move forward, the SELF Board is looking ahead and into the light, with a focus on schools, as they have for the past 35 years. When your normal is about protecting schools, the light shed by that focus allows us to be poised for the challenges schools face now and into tomorrow. It doesn't mean you can predict the future, but it does mean you are ready to respond to new and evolving challenges. Run By Schools, For Schools. It's not just a tagline; it means the light we shine on addressing new challenges will always put schools first, not profit margin, just as schools do every day.

A handwritten signature in black ink that reads "Dave George". The signature is fluid and cursive, with the first name "Dave" and last name "George" clearly distinguishable.

DAVE GEORGE, CHIEF EXECUTIVE OFFICER



EXCESS LIABILITY PROGRAM

SELF's Excess Liability Program is the premier and preferred program for California's public schools and colleges. The program uses established methods of loss funding to provide optimal pricing and coverage: pooling—the sharing of losses among pool participants and reinsurance—for capacity and protection of pool assets.

SELF has paid more than a quarter billion dollars in claims on behalf of its members, and returned more than \$70 million in dividends and rate credits to member agencies.

With limits up to \$55 million and attachment points at \$1 million or \$5 million, SELF focuses on delivering stability and affordability over the long term through member commitments and vigorous claims defense. Rates are based upon sound actuarial principles.

CLAIMS MANAGEMENT

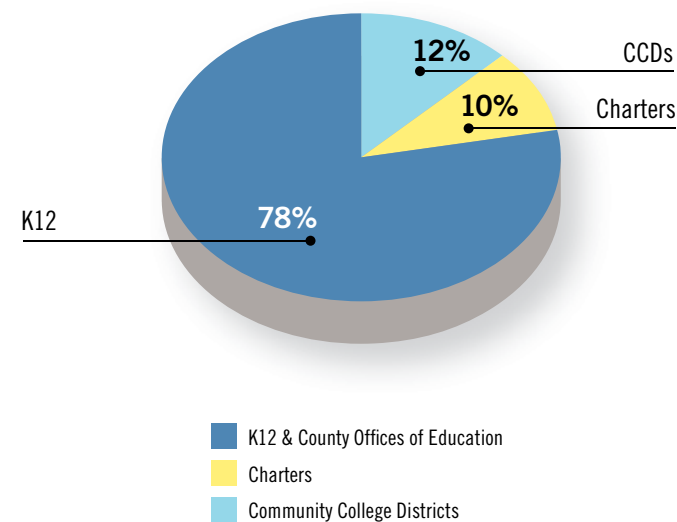
All claims are managed in-house. The Claim Management Policy Statement on the SELF website outlines what members can expect in terms of coverage determination and settlement participation.

REINSURANCE PARTNERS

SELF has solid relationships with each of the reinsurers involved within the core Excess Liability Program - \$50 million in excess of \$5 million.

The host of A.M. Best A rated or higher partners includes a number of long-time partners as well as some new editions for 2021/2022.

2020/2021 MEMBERSHIP



MEMBER RESOURCES

Risk Management Training & Resources

As part of SELF's efforts to assist its members in mitigating and preventing losses, SELF produces periodic seminars and webinars focused on risk and liability issues in schools and colleges. Recent topics include *"Pandemic Mental Health Impacts and Opportunities"* and a three-part diversity, equity and inclusion series on cultural intelligence.

The online **SELF Resource Center**, accessible through our website, provides free training and resources to all employees of active members and our Risk Services Clearinghouse, also found on our website www.selfjpa.org, provides Board approved products and services that further SELF's efforts to improve the environment and quality of education for students and staff.

Publications

SELF Awareness, our quarterly newsletter, provides timely updates on SELF's activities and programs, relevant legislative and legal news and valuable risk management information. SELF also produces an annual Program Fact Sheet, a useful reference card summarizing programs, coverage offerings and current rate information.

Association Partnering

SELF continues to cultivate new relationships and nurture established ones with organizations that are beneficial to its membership.

Legislative Advocacy

SELF partners with School Services of California, Inc. to keep abreast of pending legislation that could have a negative impact on its membership.

Volume 30 | September 2021

**SELF**
Schools Excess Liability Fund
selfjpa.org

SELF Awareness - Summer 2021
[Visit our Website](#)

SELF Member Rates for 2021/22

The SELF Board of Directors voted to adopt rates for the Excess Liability Program, allowing for moderate increases that will ensure program health and stability while also recognizing the current fiscal pressures our members face.

[Click here for more information](#)

Training and Education

SELF strives to provide the most useful resources and training to employees of active members and our Risk Services Clearinghouse, also found on our website www.selfjpa.org, provides Board approved products and services that further SELF's efforts to improve the environment and quality of education for students and staff.

[Learn more about our training and education here.](#)

Education and Advocacy at the Capitol

SELF is taking a leadership role in advocating for our members through legislative efforts. Navigating insurance program renewals in these difficult times has been our primary focus for you. Like all public entities we are feeling the pressure of the hardening insurance markets that have developed over the last two to three years and are now having to cope with the increased costs related to the uncertainty surrounding COVID-19 liability.

[Learn more here.](#)

Navigating the Hard Market

The past year has brought unprecedented challenges to California's schools and colleges; and to the risk sharing pools that serve them. Navigating insurance program renewals in these difficult times has been our primary focus for you. Like all public entities we are feeling the pressure of the hardening insurance markets that have developed over the last two to three years and are now having to cope with the increased costs related to the uncertainty surrounding COVID-19 liability.

[Read more here](#)

Rising to the Challenges of AB 218

SELF has been diligently working to better understand the AB 218 legislation and its world effects on our members by actively collecting data on AB 218 claims.

[Learn more here](#)

**SELF Board Sets Program Rates
Moderate Increases Ahead for 2021/2022**

The SELF Board of Directors voted to adopt rates for the Excess Liability Program, allowing for moderate increases that will ensure program health and stability while also recognizing the current fiscal pressures our members face.

The past year has brought unprecedented challenges to California's schools and colleges; and to the risk sharing pools that serve them. Navigating insurance program renewals in these difficult times has been our primary focus for you. Like all public entities we are feeling the pressure of the hardening insurance markets that have developed over the last two to three years and are now having to cope with the increased costs related to the uncertainty surrounding COVID-19 liability.

Escalating settlements and verdicts, social inflation and the continued erosion of established statutes of limitation through legislative efforts (notably AB 218) discourages reinsurance markets from offering coverage to public agencies, with California as a significant focus, but nationally as well.

Fortunately, the size of SELF's dedicated and growing membership is appealing to reinsurance markets who may otherwise shy away from extending insurance protection to smaller groups. What is coming across loud and clear is, insurance pooling among schools is more important than ever and this is precisely the environment in which pooling excels as a risk financing method for schools. In addition to retaining many of our longtime partners, SELF's reputation and our members' dedication to risk management has also enabled us to attract new insurance markets, both domestic and international.

For those attaching at \$5M, the result is a moderate increase of \$1.61/ADA for K-12 members, and an increase of \$0.96/FTEs for our community college members. Non-ADA members at the \$5M attachment will see a \$750 increase for the year.

As an organization "Run By Schools, For Schools", the interests of our members are always foremost in this annual process and it continues to be our goal to maintain strong liability protections at the most reasonable cost available.

The adopted rates for 2021/2022 are as follows:

Coverage	K-12	CCDs	Non-ADA	Minimum
\$5M X \$1M	\$35.50/ADA	On Request	On Request	N/A
\$50M X \$5M	\$18.50/ADA	\$10.90/FTEs	\$8,900	\$1,600

selfjpa.org

COMING BACK STRONG - MASTERING COVID-19 PRESSURES

THE COVID-19 pandemic put unprecedented pressures on nearly everyone—including the average college student. Students at MiraCosta College (MCC), a community college district serving north San Diego County, were no exception: the economically stratified area includes campuses in two tony beachside towns, yet 43 percent of the student populace identified as economically disadvantaged.

Media reports showed time and again how the “have-nots” were more affected by the challenges of the pandemic. Low-wage and service industry workers were more likely to lose their jobs, face housing and food insecurity and were less likely to have health insurance during the most significant public health crisis of our time. Studies have shown that more than one-fifth of community college students struggled to pay for college due to the pandemic.

MCC saw the writing on the wall. In 2021, after “pandemic” and “COVID-19” were no longer new words in the popular lexicon and colleges across the country were working on staging their comebacks, MCC faculty and staff were determined to do whatever they could to help keep their students in school and working toward their dreams.

“We know that our students are struggling more than ever to meet their basic needs, especially due to the impact of the pandemic,” said Dr. Nick Mortaloni, MCC’s dean of Student Affairs.

As part of the “Stay Healthy MiraCosta” campaign, which encourages improved hygiene and the college’s culture of care and support, MCC worked to provide a \$300 bookstore credit for any student who submitted proof of being fully vaccinated.

MCC students enrolled in at least one course are eligible to apply for a \$1,500 emergency grant to assist with living and educational expenses to ensure that students can stay in school and \$2,000 in Rental Assistance for enrolled students struggling to pay their rent or mortgage. The college also removed unpaid debts, allowing students who wished to re-enroll the chance to do so once again.

MCC takes a holistic approach to support its students and offers a Campus Assessment, Resources, and Education (CARE) program, which helps to connect students with resources to food, housing, transportation, mental health, childcare, legal aid, and more. The college offers an on-campus food pantry and farmer’s markets and free and accessible Health Services and mental health counseling (individual, family and group) for students impacted by the pandemic.

The MCC Theatre Department and its Herculean effort to ensure “the show must go on” gives a glimpse into how community college educators went above and beyond too. In Fall 2020, after it became clear that students would not be coming back to campus for in-person instruction, MCC Theatre Instructional Associate Amanda Quivey and the rest of the department had to think about adapting a historically in-person art form for a digital space. They assembled filming kits for the

THE COLLEGE OFFERS AN ON-CAMPUS FOOD PANTRY, FARMER’S MARKETS AND FREE AND ACCESSIBLE HEALTH SERVICES AND MENTAL HEALTH COUNSELING FOR STUDENTS IMPACTED BY THE PANDEMIC.





students - lights, laptops, extension cords, etc. Quivey and the other theatre staff met the students weekly to drop off/pick up costumes, props, and scenery as needed to follow the filming schedule.

“The students were amazing to watch as they adapted to having a film studio invade their homes,” she said. “They were able to film “The Miraculous Journey of Edward Tulane” and a double feature of “The Birds”/“Lysistrata” over Zoom, using our computer lab computers.

Quivey, Technical Director Justin Kidwell and fellow Instructional Associate Bryon Anderson worked “as hard as we could support the students through technical issues, moving props/furniture to different locations, and being as flexible as possible with the ever-changing health conditions,” she said.

As restrictions relaxed somewhat in 2021, the theatre department was allowed to film their next production on campus and chose shows that featured primarily one actor on stage at a time to maximize safety.

The Instructional Associate in MCC’s Theatre Department knew that if performing arts education were to continue, strict protocols would need to be developed to ensure the safety of students and MCC faculty and staff. The department decided to follow the guidelines set out by the Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA) for film and television, creating ‘zones’ that restricted people to particular areas. For instance, the only people allowed in Zone A were the actor/student, stage manager (checking campus passes and health screenings), and videographer.

“It ended up being a massive coordination effort to set up and support three different rehearsals that all occurred simultaneously - audio recording, on-stage video work, and zoom room rehearsals,” Quivey said. “We were again so amazed by our students who stepped up and met every requirement we threw at them with resilience and enthusiasm.”

Since then, the Theatre Department has been able to return to in-person learning, but it continues to uphold “strict health policies to protect our casts and crews,” Quivey said.

The actors for the two fall 2021 shows were required to be tested each week before they were allowed to remove their masks on stage and were required to arrive with their hair and make-up ready. Instructors taught students how to safely sanitize their hair and make-up equipment, and the backstage crew worked diligently to sanitize the costumes, props, and scenery between shows.

The Theatre Department was even able to offer a Stage Make-up class twice since the pandemic began. Instructors packed portable make-up stations for each student with as many helpful tools as possible, from lights and mirrors to Q-tips, brushes and sanitizing sprays.

“It was still a challenging course for the students, and I know they missed the fun and energy of being in the same room, but we did everything we could to alleviate any needs for tools or supplies,” Quivey said.

**MCC WORKED TO
PROVIDE A \$300
BOOKSTORE CREDIT
FOR ANY STUDENT
WHO SUBMITTED
PROOF OF BEING
FULLY VACCINATED.**

COMMUNITY MATTERS HARNESSES THE POWER OF STUDENTS TO STOP BULLYING

SELF member districts are using the Safe Schools Ambassadors Program to improve school culture and navigate post-pandemic challenges.

IN A TIME when issues like cyberbullying, risky student behavior, mental health concerns, and violence in schools are more prevalent than ever, one Sonoma County-based organization is empowering student leaders across the nation and globally to make a difference. Community Matters started its **Safe School Ambassadors® (SSA) Program** more than 20 years ago after the devastating Columbine shooting. Today, SSA programs are in over 2,000 schools in 43 states as well as Canada, Paraguay, Japan, Puerto Rico and Guam. SELF member districts and charter schools throughout California have also incorporated the SSA Program, which is featured in **SELF's Risk Services Clearinghouse**, to make a positive impact on their school culture.

As a social-emotional learning program (SEL), SSA harnesses the power of students to prevent and stop bullying and mistreatment in schools. Studies indicate that 28% of U.S. students from grades 6 to 12 experience bullying, and 57% of bullying stops within 10 seconds when bystanders intervene. SSA offers a solution by choosing and training socially influential students who model positive, appropriate behavior in schools and know how to intervene, creating a ripple effect that transforms the school culture.

“Students are looking for a place to belong, and Safe School Ambassadors provides a prosocial way for students to get involved and feel like they can make a difference,” said Community Matters Chief Executive Officer Erica Vogel. “If a student

feels connected to the school community, they are less likely to engage in risky behavior.”

SSA uses a student-centered model that equips diverse social leaders in each participating school with the skills to prevent and reduce bullying and other problematic behaviors. The SSA team visits schools to conduct a two-day interactive training with selected student-ambassadors and adults who serve as program mentors. The training teaches the skills to resolve conflicts, defuse incidents, and support isolated and excluded students. Then, small group meetings with ambassadors and program mentors are held every few weeks to reinforce skills and sustain the program.

While there were concerns about school climate prior to the COVID pandemic, the isolation of the past two years has exacerbated students' problems. As school administration and staff struggle to find solutions to adjust to the new, post-pandemic normal, Vogel says programs like SSA that focus on social-emotional skill development and connectedness are vital to schools navigating this time successfully.

“It's about creating a culture of kindness and upstanderism that stops bullying, but it's also about developing leadership



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skills and instilling a lifelong desire to be somebody that stands up and speaks up for others who don't have a voice," said Vogel. "These are skills that will last a lifetime; they are transferable into every setting students will be in for the rest of their lives, whether it's at college, in the workplace, or in their social groups."

For Integrity Charter School, a SELF member in National City, the SSA program has been a valuable asset, helping the school navigate the challenges of the past two years. According to Teresa Hart-Sanchez, Integrity Charter School assistant director and SSA program leader, SSA has given students language they can use to express their emotions and tools to use in difficult social situations. Students and teachers alike have benefited from the SSA Program, and it has facilitated a common language and proactive strategies to enhance the school environment.

"Our 7th grade group has had some challenges this school year. I believe for many reasons. We opted to have our 7th grade group participate in the SSA in-person training with John Linney," said Hart-Sanchez, adding the teachers who attended felt a shift in what has happened with that group. "We can hold them accountable by referring back to the training, and we believe it has created a shift in how students respond to challenges. We still have work to do, but we had a shared experience that impacted our students positively."

Schools can implement the SSA Program as early as fourth grade, which means students can spend years learning and practicing positive social skills, so it becomes second nature. Adults who serve as program mentors in the schools are



gaining the skills too and learning to use them within their peer groups.

"The cliché that the children are our future is really true," said Vogel. "Imagine schools where students are treating each other more kindly, where they can build their self-confidence and not be afraid to go to school—that has a powerful ripple effect in our communities."

BOARD OF DIRECTORS



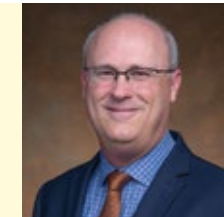
Renee Hendrick
Chair



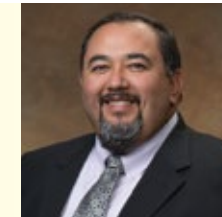
Craig Schweikhard
Vice Chair



Toan Nguyen
Comptroller



Steven Salvati
Member-At-Large



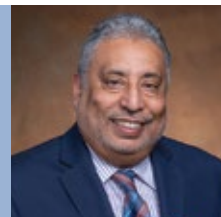
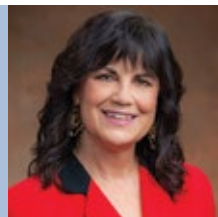
David Flores
Board Secretary

The SELF Board is independent of any member or sponsoring organization. Board membership is made up of 16 elected representatives and a host of appointed alternates employed by member districts in varied positions from chief business officials, top-level administration, risk management and human resources. The representatives are elected to four-year terms by districts in their respective SELF areas. Half of the Board is up for election every two years.

EXECUTIVE COMMITTEE

This committee is comprised of the SELF Board Officers and each of the four committee chairs. The committee meets regularly and is kept informed on the workings of the other committees with input from each committee chair. This committee also reviews financial, claims and program information. Its responsibilities include:

- Personnel
- Organizational issues
- Policy review



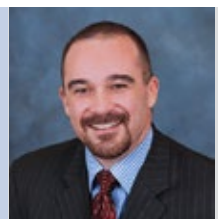
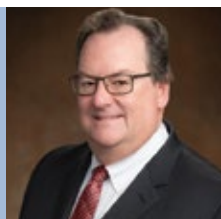
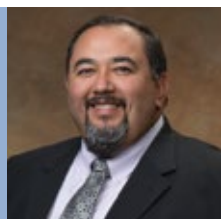
Members, left to right:
Toan Nguyen, Chair
Renee Hendrick
Terese McNamee
Christina Aragon
Wael Elatar
Phil Hillman, not pictured

FINANCE COMMITTEE

This committee oversees the fiscal operations of SELF and makes recommendations to the Board that ensure financial stability. Its responsibilities include:

- Financial and investment operations
- Operating budget
- Actuarial and financial audit services
- Rate-setting process
- Equity distribution process
- Vendor contracts and evaluations

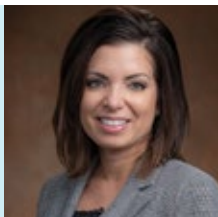
Members, left to right:
David Flores, Chair
Craig Schweikhard, Vice Chair
Steven Salvati
Adam Hillman
Lisa Bailey, not pictured
Stephan Birgel, not pictured
Charlie Ng, not pictured



LIABILITY CLAIMS & COVERAGE COMMITTEE

This committee oversees the liability claims operations of SELF. Its responsibilities include:

- Reviewing claims and making recommendations to the Board on settlement or defense of claims
- Determining coverage issues and other activities relating to those claims
- Facilitating and developing cooperative relationships with members and their TPAs
- Annually reviewing the coverage terms and conditions of SELF's Memorandum of Coverage and preparing changes, if any, with input from membership, SELF's Director of Claims, insurance consultants and coverage counsel for the review and approval of the Board of Directors



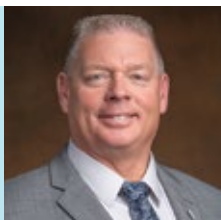
Members, left to right:
Cindy Wilkerson, Chair
Bernata Slater
Susan Rutledge
Javier Gonzales, not pictured
Sharon Vishwa, not pictured
Fred Williams, not pictured
Thuy Wong, not pictured

MEMBER SERVICES & COMMUNICATIONS COMMITTEE

This committee serves as a dynamic resource for developing and disseminating risk management and membership information through effective communication strategies. Its responsibilities include:

- Risk management information
- Training programs
- SELF website management
- Data collection
- Membership marketing, procurement and retention

Members, left to right:
Tony Nahale, Chair
Ryan Robison, Vice Chair
George Landon
Joe Allison, not pictured
Jeff Grubbs, not pictured
Tien Phan, not pictured
Joe Sanchez, not pictured



WORKERS' COMPENSATION CLAIMS & COVERAGE COMMITTEE

This committee oversees the workers' compensation claims operations of SELF. Its responsibilities include:

- Reviewing workers' compensation claims and making recommendations to the Board on settlement or defense of claims
- Determining coverage issues and other activities relating to workers' compensation claims
- Facilitating and developing cooperative relationships with members and their TPAs



FINANCIALS

FINANCIAL OVERVIEW

At SELF we focus on protecting our members from the varied and often unexpected risks in the education world so they can focus on educating our future generations. We are here for our members and their students, and know that our members count on us for their protection. This is exactly why SELF operates on conservative principles, best practices, and member-focused decision making. We take this responsibility seriously, and we are prepared to deal with the financial volatility and sensitive nature of managing the risks and claims found in excess risk protection and pooling.

SELF was established in 1986 to provide mutual risk pooling for public educational agencies in California. Risk Pooling is like insurance, but it's not. Risk pooling is public agencies coming together, contributing funds for a common purpose—pooling funds to protect against the financial impact of unexpected claims that threaten the financial operations of member districts.

SELF is a public agency which exists to serve our members and the students they represent. SELF manages three programs,

the Excess Liability (XL) Program which includes the AB 218 Revived Liability Program, and the Excess Workers' Compensation (XWC) Program. The XL Program is active, continuing to protect member school partners. The XWC Program is closed, however, we continue to support claims incurred between July 1, 1989 and June 30, 2010.

For financial reporting purposes, SELF operates as a special-purpose government entity engaged in business type activities. SELF records accounting transactions and provides financial reporting under the full accrual basis of accounting. This annual report presents financial information and data, summarized from our annual audited financial statements. The notes to the audited financial statements are an integral part of the financial statements and are not included in this presentation.

For a copy of SELF's full audited financials for year ending June 30, 2021, please visit our website at www.selfpa.org/financials.

STATEMENT OF NET POSITION

June 30, 2021 and 2020

	XL	XWC	Building	2021	2020
ASSETS					
Current assets	\$ 83,103,954	\$ 25,493,170	\$ 722,560	\$ 109,319,684	\$ 58,262,459
Noncurrent assets	22,236,120	60,978,233	-	83,214,353	115,328,606
Capital assets, net	61,790	3,600	1,042,595	1,107,985	1,030,248
Total assets	\$ 105,401,864	\$ 86,475,003	\$ 1,765,155	\$ 193,642,022	\$ 174,621,313
Deferred outflows of resources related to pensions	\$ 172,218	\$ 76,600	\$ (7,264)	\$ 241,554	\$ 312,483
LIABILITIES					
Current liabilities	\$ 23,882,857	\$ 4,389,482	\$ 7,396	\$ 28,279,735	\$ 25,446,110
Noncurrent liabilities	73,795,362	51,632,239	2,294	125,429,895	115,747,449
Total liabilities	\$ 97,678,219	\$ 56,021,721	\$ 9,690	\$ 153,709,630	\$ 141,193,559
Deferred inflows of resources related to pensions	\$ (10,040)	\$ 16,218	\$ (1,054)	\$ 5,124	\$ 64,325
NET POSITION					
Net investment in capital assets	\$ 61,790	\$ 3,600	\$ 1,042,595	\$ 1,107,985	\$ 1,030,248
Unrestricted	7,844,113	30,510,064	706,660	39,060,837	32,645,664
Total net position	\$ 7,905,903	\$ 30,513,664	\$ 1,749,255	\$ 40,168,822	\$ 33,675,912

FINANCIAL HIGHLIGHTS

Statement of Net Position:

- Combined net position increased by \$6.5 million from June 30, 2020 to June 30, 2021.
- Investments, cash and cash equivalents account for 89% of all assets, and have increased 60% over last year.

- The majority of assets are held to fund the claims liabilities, which account for 99% of all liabilities.
- As of June 30, 2021, 18% of all claims liabilities were current, or expected to be due within one year; this is expected due to the extended nature of excess risk pooling.

Statement of Revenues, Expenses & Change in Net Position:

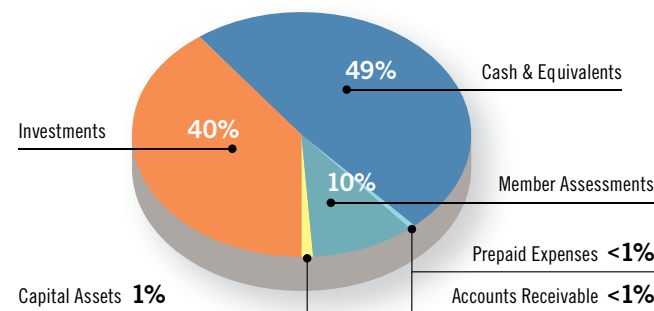
- Excess Liability contributions increased 73% from the prior year to continue to address the escalating legal liability and legislative trends statewide.
- Total operating expenses were 41% lower than the prior year, largely caused by recording the estimated increased claim liabilities related to AB 218 in the prior year, and increased reinsurance premiums in the current year.
- Non-operating revenues and expenses include building rental and investment income or loss. Net Investment income, which includes interest received and changes in the market value of investments, realized a net gain for the fiscal year.

STATEMENT OF REVENUES, EXPENSES & CHANGES IN NET POSITION

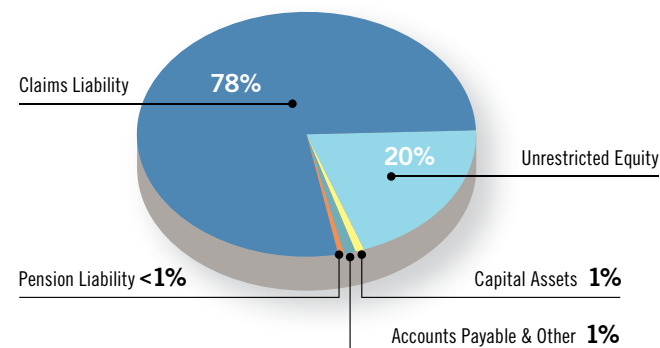
June 30, 2021 and 2020

	XL	XWC	Building	2021	2020
Operating Revenue					
Member contributions	\$ 44,292,615	\$ -	\$ -	\$ 44,292,615	\$ 25,662,424
Member assessment	-	-	-	-	46,600,000
Total operating revenues	\$ 44,292,615	-	-	\$ 44,292,615	\$ 72,262,424
Operating Expenses					
Provision for Claims & Claims adjustments	\$ 20,034,874	\$ (2,649,607)	\$ -	\$ 17,385,267	\$ 51,183,064
Commercial reinsurance premiums	17,930,285	-	-	17,930,285	10,169,773
Total direct claims expenses	\$ 37,965,159	\$ (2,649,607)	\$ -	\$ 35,315,552	\$ 61,352,837
General & administrative expenses:	2,083,065	384,773	297,529	2,765,367	2,780,552
Total operating expenses	\$ 40,048,224	\$ (2,264,834)	\$ 297,529	\$ 38,080,919	\$ 64,133,389
Operating income (loss)	\$ 4,244,391	\$ 2,264,834	\$ (297,529)	\$ 6,211,696	\$ 8,129,035
Non-Operating Revenues (Expenses)					
Investment income (loss)	\$ 291,387	\$ (252,897)	\$ 3,482	\$ 41,972	\$ 5,375,065
Rental and other income	704	144	238,394	239,242	307,540
Total non-operating revenues (expenses)	\$ 292,091	\$ (252,753)	\$ 241,876	\$ 281,214	\$ 5,682,605
Change in net position	\$ 4,536,482	\$ 2,012,081	\$ (55,653)	\$ 6,492,910	\$ 13,811,640
Net position, beginning of year	3,369,421	28,501,583	1,804,908	33,675,912	19,864,272
Net position, end of year	\$ 7,905,903	\$ 30,513,664	\$ 1,749,255	\$ 40,168,822	\$ 33,675,912

ASSETS



LIABILITY & NET POSITION



INDIVIDUAL PROGRAM OVERVIEW:

Excess Liability:

The Schools Excess Liability Fund (SELF) was originally established with the Excess Liability (XL) Program. In November 1985, a group of concerned school business officials met and formed a steering committee to determine the feasibility of establishing a statewide school excess liability pool. They wanted to combat the growing liability insurance crisis and provide public educational agencies with a stable and broad liability coverage product. SELF began offering excess liability coverage March 1, 1986. In 2020/2021 SELF had 546 active members across the state of California.

SELF protects member schools and colleges providing excess liability coverage for claims up to \$55 million through a combination of pooled self-insurance and purchased reinsurance. SELF loss coverage is effective above members retention levels of \$1 million or \$5 million. Program rates were increased in 2020/21 to address the escalating legal liability and legislative trends.

As of June 30, 2021, the Excess Liability Program has \$98 million in cash and investments to fund claims, a 169% increase over the prior year due to the

collection of the 2020 AB 218 assessment in the current year. The program has experienced increased claim frequency and severity which permeated the self-insured layer after years of relatively stable loss development. Additionally, revived liabilities from AB218 continue to threaten schools and risk pools.

Excess Workers' Compensation:

July 1, 1989, SELF launched the Excess Workers' Compensation (XWC) Program, which closed after the June 30, 2010 fiscal year. The program had 50 members during its tenure, with member retentions of \$250,000 to \$2 million. SELF purchased excess workers' compensation insurance for all policy years, with self-insured retentions of \$1 million to \$2 million. SELF continues to manage the runoff of workers' compensation claims incurred between July 1, 1989 and June 30, 2010.

As of June 30, 2021, the Excess Workers' Compensation Program has \$73.6 million in cash and investments to fund claims, a 4.8% increase from the prior year. SELF reimbursed members \$2.4 million for claims in 2020/2021

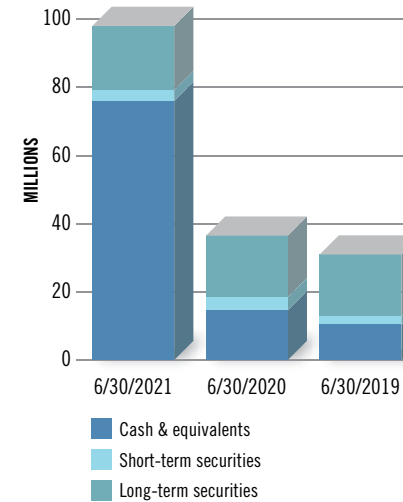
and \$53.5 million since the program closed in 2010.

Open claims were reduced by 4.5% from the prior year. This positive trend is a reflection of the efforts SELF has made, in concert with its members, to close open claims and salvage reserves within the XWC Program's layers and to assist members in settling claims prior to piercing these layers.

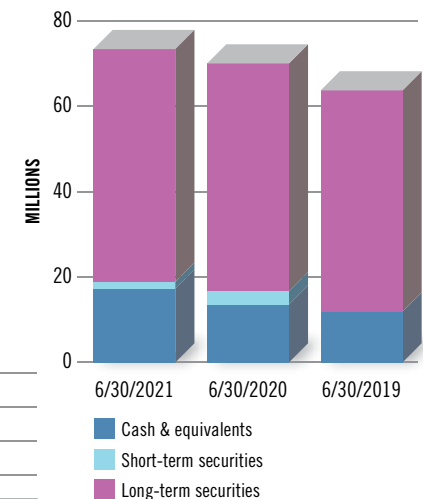
Cash & Investments:

SELF's combined programs have \$172.3 million in cash and investments, with \$78.3 million held in investment accounts, as of June 30, 2021. Approximately 54% was liquid in either bank accounts, the California Asset Management Program or the Local Agency Investment Fund, which are considered liquid. Investments are held in separate investment portfolios for the Excess Liability and Excess Workers' Compensation programs. Each portfolio is managed considering the cash flow needs of the programs.

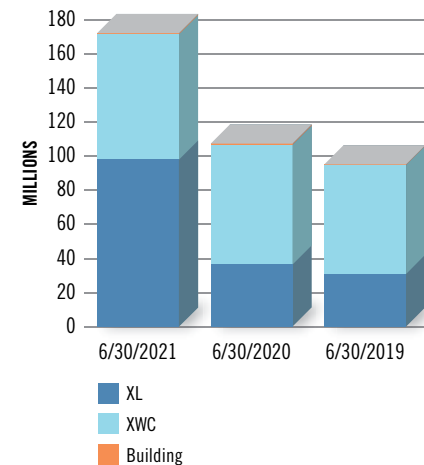
XL CASH & INVESTMENTS

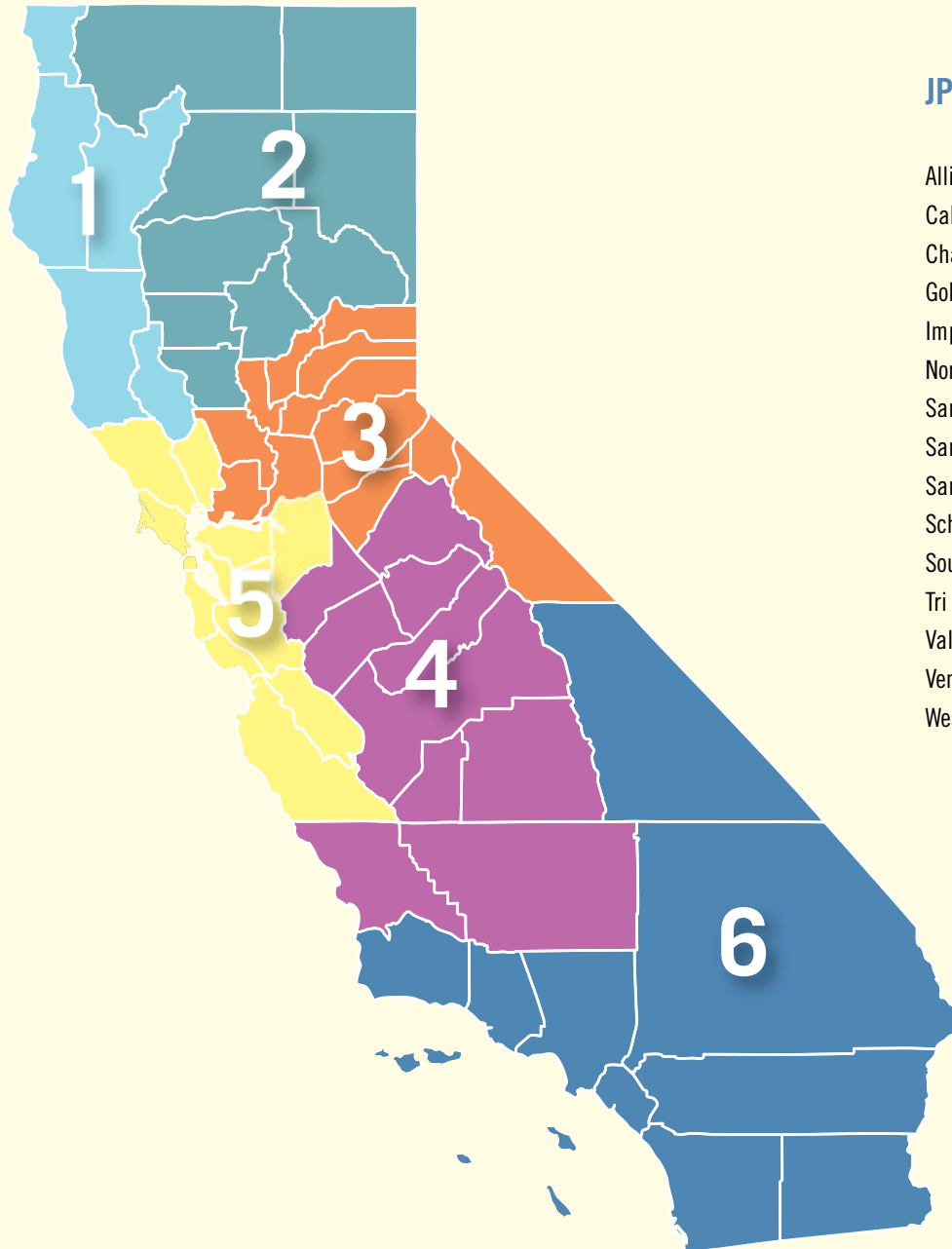


XWC CASH & INVESTMENTS



COMBINED CASH & INVESTMENTS





JPA MEMBERS

Alliance of Schools for Cooperative Insurance Programs
 California Schools Risk Management JPA
 CharterSAFE
 Golden State Risk Management Authority
 Imperial County School Districts Liability & Property SIA
 Northern California Schools Insurance Group
 San Diego County Schools Risk Management JPA
 San Mateo County Schools Insurance Group
 Santa Clara County Schools' Insurancy Group
 Schools Insurance Group
 South Bay Area Schools Insurance Authority
 Tri County Schools Insurance Group
 Valley Insurance Program
 Ventura County Schools Self-Funding Authority
 West San Gabriel Liability & Property JPA

THE SELF TEAM



Phil Brown	Zakiya Jahan	Dave George	Lois Gormley	Alan Grant	Jessica Vega	Jimmy Rowe	Susan Casey
Chief Fiscal Officer	Accounting Specialist	Chief Executive Officer	Director of Communications & Member Services	Systems Analyst	Member Services Specialist	Director of Claims	Executive Assistant

Our experienced and professional business partners can provide you with the same great service that SELF enjoys every day.

Independent Auditors

Gilbert & Associates

Cash & Investment Management

Public Financial Management, Inc.

Actuary

Bickmore Actuarial
Excess Liability and Excess Workers' Compensation

Counsel

Gibbons and Conley
General Legal Counsel

Insurance Consultants

Gallagher Re

Legislative Advocate

Schools Services of California, Inc.

Risk Management Consultants

in2vate, llc

Claims Auditor

Farley Consulting Services
Excess Liability Program
Strategic Claims Consulting
Excess Workers' Compensation Program

Annual Report

McCarthy Designs





Schools Excess Liability Fund

1531 I Street, Suite 300
Sacramento, CA 95814
Toll-Free (866) 453-5300
Fax (916) 321-5311
www.selfjpa.org
info@selfjpa.org





July 1, 2022

TO: SISC I, II, AND III BOARD MEMBERS
 FROM: NICK G. KOUKLIS, CHIEF EXECUTIVE OFFICER
 SUBJECT: MEETING DATES FOR 2022-2023

The 2022-2023 SISC Boards have been scheduled to meet in room 204, 2nd 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 **September, August, and February** (September due to CAJPA, August due to the first day of school and February to allow more time for rate renewal development) These meetings will be held on the **fourth** Thursday of the month, respectively.

<u>DATE</u>	<u>SISC I</u>	<u>SISC II</u>	<u>SISC III</u>	<u>LOCATION</u>
<u>2022</u>				
July 21	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
August 25	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
September 22	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
October 20-21	11:30 a.m.	1:00 p.m.	2:30 p.m.	Lucia Mar Unified SD
November 17	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
December 15	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
<u>2023</u>				
January 19	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
February 23	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
March 16	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
April 20	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
May 18	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204
June 15	9:00 a.m.	10:30 a.m.	1:00 p.m.	Second Floor, Room 204

May 17, 2022

TO: Nick Kouklis, CEO

FROM: Robert J. Kretzmer
Director, Property & Liability

SUBJECT: 2022/2023 Liability Memorandum of Coverage (MOC)

It is that time of year when we consider potential changes to the Liability MOC for the upcoming fiscal year. The following are areas where we will be discussing these potential changes with our excess reinsurer.

- Creation of a sub-limit for cyber liability exposures for personal injury claims in the amount of \$250,000. (Addressed under C. a. per the attached on page 1, 2 and 3.)
- Clarification of the sub-limit currently in place for suits for discrimination or retaliation under the American with Disabilities Act, Rehabilitation Act and the California Unruh Civil Rights Act in connection with failure to provide a Free and Appropriate Public Education (FAPE). The current limit is set at \$250,000 but clarification is needed to make it clear to member districts that this sub-limit applies to indemnity and defense. (Addressed under C. a. per the attached on page 1, 2 and 3.)
- Creation of a sub-limit in the amount of \$250,000 for personal injury exposures due to alleged violation of a student's or an employee's civil rights as a result of enforcement of regulations related to organic pathogens (COVID-19). (Addressed under C. a. per the attached on page 1, 2 and 3.)
- Exclusion G dealing with auto/bus accidents or incidents may need alteration to allow for general liability coverage where a member district contracts for these services with a transportation service. (See proposed Endorsement No. 6.)
- A definition for "wrongful acts" is needed. (To be addressed.)
- A review of coverage afforded under our "covered contracts" definition is needed in order to expand that coverage to include coverage for personal injury claims. Currently the coverage is limited to damages or injuries resulting from bodily injury. (See H. 6. Per the attached on page 20.)

As we are now working under a reinsurance arrangement as opposed to an excess insurance policy, any changes to the Liability MOC will need to be approved by the excess reinsurer. This process could go beyond our July 1, 2022, inception date for the new fiscal year. However, changes can be retroactive to the coverage document inception date.

RJK

(RJK: 06/13/2022)

Memorandum of Coverage

No. SLP 7122 23

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**, 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 O. 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. An **educational foundation** for which the **authority** has received and approved an application for coverage pursuant to Endorsement No. 2;
- C. **Employees**;
- D. A charter school that is chartered by a **member**;
- E. 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 contract.

Except pursuant to Section V.E., a joint powers agency 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 **educational foundation** 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 person in the course of his or her employment with a **covered party**.

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

This exclusion shall not apply to any **covered party** which has paid a premium to the **authority** for the express purpose of obtaining coverage for the **covered party's** ownership, maintenance, operation, use, loading, or unloading of any **automobile(s)**, and then such coverage shall be available only to the extent that any resulting **claim** or **suit** have arisen in connection with the **member's** operations.

- 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 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 assess 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 insured 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. The commencement of such discharge, dispersal, release or escape of pollutants shall be recorded and reported to the reporting officer within a 72-hour (seventy-two) period.

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.

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 of material, regardless of how or where published, or in what medium, the first publication of which takes place before the **coverage period**. This exclusion shall also apply to all **personal injury** arising out of the publication of the same general material, regardless how or where published or whether published in the same or different fashion or medium, even if such subsequent publication(s) shall occur 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** 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 insured 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)”;

- 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 you 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 and applicable sub-limits of liability as described under Section III – The **Authority's Limit of Liability**.

- LL. Arising out of the failure of a **member**, **member's agency**, or **educational foundation** to procure insurance or other risk financing for or on behalf of others.

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. **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.

- D. **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.
- E. **Back pay** means wages, overtime pay, salary or benefits allegedly earned and due to an **employee** or former **employee** but not paid.
- F. **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.
- G. **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** or **member's agency** 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.

- H. **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 **educational foundation** 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**, a **member's agency**, or **educational foundation** 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 non-member contracting party, including any claim for harassment, discrimination, wrongful termination or related misconduct against any non-member contracting party.

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**.

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

- L. **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.

- M. **Educational foundation** means a foundation for which the **authority** has received and approved an application for coverage. .
- 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 any **educational foundation** only while acting within the scope of his or her employment with, or duties for, the **member** or **member's agency**.

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**, **member's agency** or **educational foundation**.

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 actual or alleged negligent act error or omission in the administration of the **employee benefit program**.
- R. **Employment practices** shall mean any of the following actual or alleged acts of a **covered party** against an employee or an applicant for employment:
1. Wrongful 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**;
 6. Employment related libel, slander, humiliation, defamation or invasion of privacy;
 7. Failure to grant tenure.
- S. **Errors and omissions** means any actual or alleged misstatement or misleading statement, act, omission or neglect or breach of duty by a **member**, or its **employee** in the discharge of duties for the **member** or **member's agency** 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** or **member's agency** 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** for the **member** 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 of Coverage**.

AA. **Member's product**

1. Means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by the **member**, the **member's agency**, or an **educational foundation**, 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 **educational foundation**; 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.

Assaults, batteries, or use of excessive force are not an **occurrence** unless committed by or at the direction of the **covered party** or 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. $C_8H_{15}O_2$,
 - b. $F-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-C(=O(O))-H$, 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. $C_8H_{17}O_3S$,
 - b. $F-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-CF_2-S(=O(=O)(O))-H$, or
 - c. 1,1,2,2,3,3,4,4,5,5,6,6,7,7,8,8,8-heptadecafluorooctanesulfonic acid-PFOS;
3. Any PFAS replacement related materials, including but not limited to Gen-X, a chemical compound described as:
 - a. $C_6H_4F_{11}NO_3$,
 - 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. 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 infringement of copyright, title or slogan, or oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business;
4. Wrongful entry or eviction or other invasion of the right of private occupancy;
5. Violation of civil rights or discrimination (including but not limited to 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. **Products-Completed Operations Hazard** means all **bodily injury** or **property damage** occurring away from premises the **member** 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** 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** contract has been completed.
 - b. When all of the work to be done at the job site has been completed if the **member'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.

LL. **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.

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**.

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

PP. 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 – Student Accident Coverage

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 **covered party** 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 covered party 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 covered party 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 **covered party**; or
 - c. Participating in activities which are sponsored and supervised by the **covered party**; 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 covered party for its students; or
 - f. Traveling to and from activities sponsored by the **covered party** on transportation owned or operated by or on behalf of the **covered party**; or
 - g. Participating in board approved clubs sponsored by the **covered party**, including travel to and from such activities if such travel is on transportation owned or operated by or on behalf of the **covered party**.

If the **authority** makes payment under this student accident coverage for medical treatment for a student who asserts a claim against the **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 the **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 unexpected incident which is neither expected nor intended from the standpoint of the covered party.

J. The amount payable under this coverage is in addition to the applicable limit of liability stated in the declarations.

Section IX -- 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. 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 (Section VIII) without the prior consent of the **authority**.

Section X – 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.

- C. 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 a **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**.

- D. 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 **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.

- E. 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**.
- F. Duration of occurrence: All injuries or **damages** resulting from conduct which constitutes an **occurrence** under this or any other **memorandum** shall be treated as a single **occurrence** arising during the **coverage period** of the **memorandum** in effect when the **occurrence** first 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**.
- G. 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.

- H. 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**.
- I. 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.
- J. 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.
- K. Cross liability: This **memorandum** shall cover the **claim** of one **covered party** against another if such coverage is not otherwise excluded.
- L. Governing law: This **memorandum** shall be governed and construed in accordance with the laws of the State of California.
- M. 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**.
- N. 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.
- O. 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.
- P. 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.

School Liability Program

Memorandum of Coverage No. SLP 7122 23

Endorsement #1

Effective: 07-01-2022 to 07-01-2023

**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)

ENDORSEMENT #2

No. SLP 7122 23

Effective: 07-01-2022 to 07-01-2023

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

SCHOOL CONNECTED ORGANIZATIONS: EDUCATIONAL FOUNDATIONS

GENERAL LIABILITY COVERAGE CRITERIA AND COVERAGE EXTENSION ENDORSEMENT

The following eligibility criterion is applicable to all School Connected Organizations: Educational Foundations desiring to pursue coverage under the scope of the SISC program.

1. The Foundation must have written bylaws, rules, and procedures which govern the operation of the Foundation, including procedures for maintaining the organization's finances. Such bylaws must be submitted to the governing board of the parent school district.
2. The Foundation must be recognized by the district's board as an authorized school district support organization.
3. The governing board of the parent school district must have adopted a board policy and administrative regulation regarding Educational Foundations pursuant to CSBA model policy 1260 and associated Administrative Regulation.
4. The Foundation must be recognized by the IRS as a non-profit 501(c)(3) organization and must operate with its own tax identification number. A Foundation may not use the tax identification number of the parent district.
5. Each Foundation must submit an initial application and renew coverage each school year. Each Foundation will be individually endorsed onto the SISC Memorandum of Coverage. All Foundation coverage must go through, and be approved by, the parent district. The Foundation premium will be added to the District's SISC premium. The district can seek reimbursement from the Foundation.
6. SISC reserves the right to accept or reject any application or renewal of any Foundation.

COVERAGE AND LIMITS

The Foundation shall be provided with general liability coverage on a fiscal year basis for those activities that are performed for the sole benefit of the parent school district. SISC agrees to defend and indemnify the Foundation for occurrences resulting in bodily injury and property damage that occur during the coverage period up to a limit as described in the SISC Liability Memorandum of Coverage.

EXCLUSIONS/LIMITATIONS

In addition to the terms, conditions, exclusions, and limitation of the SISC Liability Memorandum of Coverage, coverage shall not apply to the following:

1. Roller skating, in-line skating or skateboard events;
2. Bicycle events involving acrobatics, stunts, or motocross;
3. Group sponsored athletic events such as football, basketball, soccer, baseball/softball, volleyball, water sports, boxing, wrestling, physical contact sports, donkey basketball/baseball, etc.;
4. Ski trips/activities;
5. Beach and water activities to places such as oceans, bays, lakes, rivers, streams, and private pools;
6. Rock climbing, rappelling or ropes courses;
7. Rock concerts;
8. For claims arising out of the consumption of alcohol purchased (via cash, ticket or open bar) and consumed at a Foundation event.
9. Foundation operated day care.

8393298.1



ENDORSEMENT #3

No. SLP 7122 23

Effective: 07-01-2022 to 07-01-2023

**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 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 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 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 **educational foundation** assumes the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization, if the contract or agreement is made prior to the incidence of any such **bodily injury** or **property damage**. 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** 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** assumes tort liability for **bodily injury**, **property damage** or **personal injury** on account of the services to be performed under that contract.

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

- OO. **School Resource Officer** or **SRO** means a police or sheriff’s **officer** regularly employed by a municipal, public police department or **county** sheriff’s department which contracts with the member to provide to the member an officer or officers whose regular duty assignment is located on or about the member’s premises and whose obligations include the provision of security to the member, the member’s employees and students during the member’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 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. 8379613.1



School Liability Program

Memorandum of Coverage No. SLP 7122 23

ENDORSEMENT #4

COVERAGE H (SEXUAL MISCONDUCT)

Effective 07-01-2022 – 07-01-2023

**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 and 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 sexual molestation, misconduct, abuse or harassment, corporal punishment or physical or mental abuse.

4. 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 \$12,500,000 as set forth below:

(a) Coverage H – Sexual Misconduct.

1. Insuring Agreement

- a. The authority will pay **damages** and **defense costs** in excess of \$2,250,000 and the “member deductible”, if any, because of “**bodily 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**” 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:

- a. **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 \$12,500,000.

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.

* * * * *

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

By: _____
(Authorized Representative)

8378919.1



ENDORSEMENT #5
No. SLP 7122 23

Effective: 07-01-2022 to 07-01-2023

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

DELETING ENDORSEMENT #2

GENERAL LIABILITY COVERAGE

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

Endorsement #2 is deleted in its entirety.

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

8379777.1



ENDORSEMENT #6

No. SLP 7122 23

Effective: 07-01-2022 to 07-01-2023

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

**DISTRICT MEMBERS OF THE ANTELOPE VALLEY SCHOOLS TRANSPORTATION AUTHORITY
("AVSTA")**

GENERAL LIABILITY COVERAGE

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

Coverage available under the Memorandum of Coverage is conditioned upon full compliance with the "SISC School Bus Safety Guidelines" dated _____, 2022.

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

8379625.1

Age and Ability Appropriate Student Curriculum

ALICE TRAINING®: ACTIVE SHOOTER RESPONSE

ALICE Training® is age and ability appropriate. The ALICE K12 student curriculum has been customized to the age, cognitive, behavioral, and developmental ability level of the student. ALICE empowers the student while preparing them to survive violence, in a non-threatening way. Our K12 student curriculum includes lesson plans for each age group of students, appropriate to that level.

The ALICE K12 curriculum includes Special Considerations resources that can be downloaded, customized, and included in each student's IEP.

All ALICE K12 student materials are available in Spanish.

PRE-K CURRICULUM

The ALICE Pre-K lesson plan follows the ALICE coloring book. ALICE at this level introduces a general understanding of danger and how the children should respond. Listening to the teacher is emphasized. The lesson plan is then reinforced through guided practice led by the teacher.

GRADES K-3 CURRICULUM

The ALICE K-3 lesson plan follows the book *I'm Not Scared...I'm Prepared, Because I Know About ALICE*, and the companion Activity Book written by Julia Cook. The book uses the Sheep, Shepherd, and Wolf metaphor. These are all characters the students can relate to which helps the students understand their roles. This lesson plan is reinforced through guided practice and activities from the activity book.

GRADES 4-6 CURRICULUM

The ALICE Grades 4-6 lesson plan introduces the “Stop and Do” approach. The training consists of watching a video as a group that illustrates the ALICE strategy. After the strategy is introduced, the video is paused, and the class of students performs the strategy they learned. The guided practice for this age group is performing the do’s of the video.

GRADES 7-12 CURRICULUM

The ALICE Grades 7-12 lesson plan also uses the “Stop and Do” approach to provide the information and guided practice of the do’s for the students. Critical thinking drills can be added at this level as well. These drills allow students to feel like a part of the solution and encourage them to solve the problems.

SPECIAL CONSIDERATIONS

The ALICE Special Considerations resources include customizable social stories, ALICE power cards, Design Guide and an e-Learning module for the educator to instruct on training individuals with special considerations. The social stories can be downloaded and personalized for each student. The power cards use images to reinforce the ALICE strategies. Training for students with disabilities must be customized to each student’s individual ability level.



School districts are doing a complete disservice to their students and their families if they are not prepared for a violent intruder. In my opinion, ALICE Training is the absolute best solution for that problem!

Kurtis Buckley, School Resource Officer
Rantoul Township High School

For more information, find us at:

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Richfield, OH 44286
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navigate360.com/alicetraining

ALICE

a solution of

 Navigate360