

Heartwood Charter School

Agenda for the Special Meeting of the Heartwood Charter School Board of Directors

Location: 170 Liberty School Road, Petaluma, CA 94930

Call in location: 55 Fire Rd, Woodacre, CA 94973

The meeting may be joined by phone: [\(US\) +1 312-626-6799](tel:+13126266799) Passcode: 102416

Or by video conference

Join Zoom Meeting: <https://us06web.zoom.us/j/86298215484?pwd=rczsSSCK6KCbqTZqwlTln5BzUD3GX.1>

Thursday August 29, 2024

11:00 Public Session

Call to Order

- I. Roll Call
- II. Action Items
 - A. The Board will confirm hiring a 7th Grade teacher and a Eurythmy teacher, and approve, defer or agree to study further.
 - B. The Board will consider the Personnel Actions and approve, defer or agree to study further.
 - C. The Board will consider the revised Independent Study Policy and approve, defer or agree to study further.
 - D. The Board will consider the revised Benchmark Assessment Policy and approve, defer or agree to study further.
- III. Consent Items
 - A. Gallagher Insurance Policies for 2024-25 school year.
- IV. Board Discussion
 - A. Aftercare
 - B. School Lunches
 - C. CAASPP preliminary test results
- V. Closed Session
 - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)
- VI. Open Session
- VII. Action Taken in Closed Session
- VIII. Dates and Future Agenda Items conditions
- IX. Adjourn

Heartwood Charter School

Board of Directors

Decision for Proposed Hiring 7th Grade and Eurythmy Teachers

August 27, 2024

The Board is being asked to approve this specific hiring decision due to several unusual aspects, including the introduction after the budget and staff decisions were approved for the year, and for the significant financial burden it places for possibly multiple years. This describes the benefits and disadvantages and offers a short term solution that may allow operation with a narrow, but unsafe budget surplus. It also clarifies and mandates action to reduce staff if funding does not remain available in future years.

Background: Two teaching candidates were interviewed recently, one for a permanent 7th grade position, one for Eurythmy teaching position. The two candidates are married to each other and have taught at the same school for many years. Both have extensive experience in Waldorf pedagogy, and have taught in Waldorf schools for most of their careers. Both have been recommended for hiring by the hiring team and Steering. It is likely that both will want to be hired by the same school.

However, hiring these two teachers will put the current year budget into deficit and is not feasible as a simple program addition. Higher enrollment is needed to support the addition of Eurythmy.

Budget: The current budget year of 2024-25 will be significantly restricted due to low State tax revenues and a very low funding rate increase from the state. These conditions will allow the minimum program as discussed frequently in Board meetings over the past several months. The Board Approved Budget for 2024-25 was approved with these conditions addressed. The Staffing Plan approved in June specified the maximum staffing level, including deferred hiring of certain open positions, postponement of program expansions, and curtailment of discretionary spending expenses. Staff salaries were advanced one step on their pay scales, but the final state funding rate increase of 1% does not fully fund this salary progression. When the state economy returns to a healthy condition, and with the currently projected future year funding rate increases, the progression of salary steps is forecast to return to full funding in future years. The timeline for economic recovery is unknown and has not yet exhibited any signs.

Seventh Grade: This is a board approved position which has been open for multiple years. Very few candidates have applied over the last several years, and the current plan for 7th grade, a small class of 5, is for the current handwork teacher to teach two Main Lesson blocks. The middle school block teacher will teach two blocks, and the 6th grade teacher will teach the remaining block and will hold the class during handwork periods. The addition of a permanent and experienced 7th grade teacher would be a substantial addition to the strength of the middle school.

Eurythmy: The position of Eurythmy Teacher is not a board approved position. As discussed previously, Eurythmy typically requires a special room and floor to transmit vibrations, as well as

accompaniment of a piano or other musician. In the past, the significant costs for a Eurythmy program, including facility and musician, were prohibitive, and the decision was to wait for an enrollment of 180 (upcoming year enrollment is currently projected at 155) before reconsidering. This particular Eurythmy teacher would not request either of those additional requirements, making this a more economic choice. In addition, she would be able to fill the role of Games teacher, which would relieve a Special Education teacher of that role.

Enrichment Program: The Enrichment Program schedule for Bothin was fully filled during the 2023-24 school year at 66 weekly hours of Enrichment. Games classes were conducted by a salaried staff member via a partial additional assignment to their core role as education specialist. The addition of Eurythmy at 16 weekly periods results in an excess of Enrichment hours, which would require either a reduction in academics, or a reduction in overall enrichment hours. The reduction in academic hours would be viewed as unacceptable.

The Enrichment schedule for 2023-24 included 66.0 periods of scheduled classes, which, for payroll purposes, is equal to 66.0 pay hours. In addition, many of the subject teachers were employed as assistants in various roles, including classroom assistants, recess monitors, and other purposes.

The table below shows the enrichment schedule for the second half of the 2023-24 school year. The columns from left are the number of scheduled weekly periods for each subject, the number of weekly subject hours that apply to payroll, and the number of weekly hours of assistance hours that apply to payroll, respectively.

23-24	Periods 23-24	Hrs/wk Subj	Hrs/wk Asst	Comments	
music + asst	16.00	16.00	10.00	Assistance in 8th	
hwork	16.00	14.00	6.00	Variable assistance, recess, etc.	
movement	8.00	8.00	12.00	Core resp Spec Ed	
spanish	16.00	16.00	2.00		
mandarin	10.00	11.00	2.00	Variable assistance, recess, etc.	
Total	66.00				

The original request from hiring was for a nearly full time 7th grade teacher and a full time Eurythmy teacher. While two full time positions are not financially feasible for the 2024-25 school year, there may be some ways to partially alleviate the budgetary excesses, as well as possibly the scheduling excesses. However, any budget measures are temporary and will need to be more fully supported in the future by higher enrollment.

Option 1: This option is a plan to reduce employee expense as well as to align the enrichment program to the available hours. Assigning the 7th grade teacher to teach half of the year's main lesson blocks, with half of the year's blocks by others, would allow this teacher to be hired at FTE 75-80%, rather than at 100%. The other half of the blocks would be assigned to the Handwork and Middle School block teacher as originally planned, but fewer to make room for the new teacher. Doing so would reduce the deficit caused by hiring the new teachers somewhat, but more reductions are necessary.

Further reductions are required in Enrichment Hours to match the 66.0 hours allocated in the schedule. The table below shows reductions in assistance hours for Music Teacher (hours other than music), and reductions in combined language hours to a total of 23. The currently open Spanish Teacher position may ease this transition. This also shows a reduction in contemplated Eurythmy hours from 16 to 12.

24-25 Opt 1	Periods 24-25	Hrs/wk Subj	Hrs/wk Asst	FTE			
music (only)	16.00	16.00	4.00	60%	No longer Middle Sch Asst		
hwork + ML blks	16.00	18.00	4.00	90%	Broad Asst, Incl 2 mid sch blocks		
movemnt + dance	12.00	12.00	18.00	75%	Assistance, prep hrs		
spanish	15.00	15.00	3.00	50%			
mandarin	8.00	8.00	4.00	20%	Reduced		
Total	67.00						
7th grade	Jason	30.00		75%	Class Teacher, 5 blocks only		
Mid Sch Blks	Sharon	4.00			2 blocks		

In this scenario, Eurythmy would be partially funded from the Arts and Music grant, since it's a new art curriculum addition as dance. Movement and games are ineligible to be funded by this grant, as is any replacement of by a previously offered art or music offering, which means that music cannot be reduced. However, this grant funding is only available for the next two years, at which time alternative funding sources must be found.

Also, the current games teacher would return to a dedicated special education role, which would reduce the need for contracted special education services. However, at best this is breakeven or a small net reduction in special education and games expenses due to the efficiency of contracted services.

This option may result in a minimal budget surplus, but below a generally acceptable level.

Option 2: This option is the same as Option 1 in structure, but with further reduced assistance hours for the Eurythmy teacher. The new teacher could be paid a more traditional rate for a Subject teacher and be paid for hours worked, which would reduce expenses but would reduce benefits eligibility.

This option would improve the budget surplus somewhat over Option 1.

Option 3: This option is the same as Option 1, but eliminates one language so that total language hours are reduced to 16 per week from 23.

This option would improve the budget surplus over Option 1.

24-25 Opt 3	Periods 24-25	Hrs/wk Subj	Hrs/wk Asst	FTE				
music (only)	16.00	16.00	4.00	60%	No longer	Middle Sch Asst		
hwork + ML blks	16.00	18.00	4.00	90%	Broad Asst,	Incl 2 mid sch blocks		
movement + dance	12.00	12.00	18.00	75%	Paid per	actual subject hour at Subj rates		
spanish	16.00	16.00	4.00	50%				
mandarin	-	-	-	0%	One language			
Total	60.00							
7th grade	Jason	30.00		75%	Class Teacher,	5 blocks only		
Mid Sch Blks	Sharon	4.00			2 blocks			

Option 4: Hiring only one of the two teachers would increase the budget alignment. The higher priority of the two would be to secure a full time 7th grade teacher, as previously committed by the board. This may not be workable since it seems that both teachers want jobs at the same school.

Summary:

Positives

- This is a unique opportunity to add to teaching capabilities for the Bothin program.
- Adding an experienced 7th grade teacher adds considerable academic strength to the middle school program and will end having to combine classes in the middle school.
- A Eurythmy dance teacher will also oversee the Games practices of the classes and will return a special education teacher to a dedicated special education role.
- Combining Eurythmy and Games with a single teacher, while avoiding the additional Eurythmy musician and facilities eases the additional costs of having Eurythmy.

Negatives

- Taking on two new teachers in a year with a narrowly balanced budget pushes the budget into deficit, and the above Options are only a partial and short-term solution.
- The Options are not reliably sustainable financial solutions by relying on grant funds to pay salaries, so that if funding does not improve in near future years, and as the grant funds expire, the position may have to be eliminated.
- Adding Eurythmy is preventing a full time assignment for the 7th grade teacher.
- Making room for Eurythmy in the schedule necessitates reducing hours for other Subject teachers.
- The compromises made in the Options above do not create a clear path for, or may even preclude, the future addition of key administrative positions, which does not support our core initiative to increase administrative capability.
- Making further commitments to non-academic hours does not support our core initiative to increase academic results, and may preclude addition of middle school math or writing teachers.

Conditions of Approval

- Bothin Program enrollment needs to rise to and retain at 170 within two years.
- Eurythmy and other enrichment expenses must be reduced if enrollment does not reach this threshold level.
- No reduction in program academics.
- CAASPP test scores must rise to target levels (+15 points ELA, +35 points Math)
- Conduct academic assessments including longitudinal testing.

Greg: Positive about hiring both teachers, but want to see a plan on how it works including enrichment reductions.

Tracy: Positive about hiring both, but want to hear about commitments to academic time and enrichment reductions. Would love to have eurythmy, but feel that having a solid middle school is the higher priority at this moment.

Mark: Agree with strengthening middle school with 7th grade teacher, and that a permanent teacher is a high priority. Not as enthusiastic about Eurythmy, mostly for budget and potential displacement reasons, but would support a sustainable enrichment plan. Fully disagree with overburdening the budget as it will be with the Options above. Need to see commitment to academics, assessments, enrollment levels and a balanced budget, and expect reductions in enrichment if increases in enrollment or academic results not met.

Heartwood Charter School

Independent Study Policy

August 27, 2024

Proposed

HEARTWOOD CHARTER SCHOOL INDEPENDENT STUDY BOARD POLICY

These policies apply to all pupils participating in independent study at the **Heartwood Charter School** (the “School” or the “Charter School”). Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policy has been adopted by the Charter School Board of Directors for implementation at the Charter School:

Each student’s independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be as follows:

- For pupils in transitional kindergarten, kindergarten, and grades one through three, **20 school days**.
- For pupils in grades four through eight, **20 school days**.
- For students in grades nine through twelve, **20 school days**.

When special or extenuating circumstances justify a longer time for individual students, the senior director or their designee may approve a period not to exceed **40 school days**.

Missed Assignments and Level of Satisfactory Progress: When any student fails to complete **3 missed assignments** during any period of **20 school days** or fails to make satisfactory educational progress (as defined below) the Executive Director or designee will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained as a mandatory interim pupil record. The record shall be maintained for a period of three (3) years from the date of

the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

Satisfactory educational progress: shall be based on all of the following indicators, as applicable:

- The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments, as confirmed by the Certified Support Teacher.
- Learning requirement concepts, as determined by the Certified Support Teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the Certified Support Teacher.

Academic Content: Independent study shall include the provision of content aligned to grade level standards that is substantially equivalent to in-person instruction.

For high school grade levels independent study shall include access to all courses offered by the School for graduation and approved by the University of California or the California State University as creditable under the A-G admission criteria.

Tiered Reengagement^{1*}: The Charter School has adopted tiered reengagement strategies for:

- a) All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over 4 continuous weeks of the Charter School's approved instructional calendar;
- b) Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or

^{1*} The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 16 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Charter School shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

- c) Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- Verifying current contact information for the pupil.
- Notifying parents or guardians of lack of participation within one (1) school day of the recording of a nonattendance day or lack of participation.
- A plan for outreach from the Charter School to determine pupil needs, including a connection with health and social services, as necessary.
- A clear standard for requiring a pupil-parent-educator conference, as defined below, to review the pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the Charter School's policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

For the purposes of this Policy, "pupil-parent-educator conference" means a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.

Opportunities for Live Interaction and Synchronous Instruction: The School shall plan to provide opportunities in accordance with Education Code Section 51747(e) for live interaction* and synchronous instruction as follows for all pupils engaged in independent study program for 16 days or more in a school year:

- For pupils in transitional kindergarten through grades 1 to 3 inclusive, the School shall plan to provide opportunities for daily synchronous instruction for all pupils throughout the year by each pupil's teacher or teachers of record, including but not limited to, themed instructional subjects for each learning period such as Astronomy, Geometry, History, and others.
- For pupils in grades 4 to 8 inclusive, the School shall plan to provide opportunities for both daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction by each pupil's teacher or teachers of record for all pupils throughout the year, including but not limited to, rotating focused instructional subjects such as Math, Science, Language Arts, and others.

- For pupils in grades 9-12 inclusive, the School shall plan to provide opportunities for at least weekly synchronous instruction for all pupils by each pupil's teacher or teachers of record throughout the year, including focused small-group tutoring sessions based on students' learning plans and specific needs.

For the purposes of this Policy, "live interaction" means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication. The School will document each pupil's participation for each school day. A student who does not participate in independent study on a school day shall be documented as non-participatory on that school day.

For the purposes of this Policy, "synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher of record and the pupil.

Return to In-Person Instruction: For pupils whose families wish to return to in-person instruction from independent study, the School shall allow the student to transfer expeditiously, and in no case later than five (5) instructional days.

Written Agreements: A current written agreement for each independent study pupil shall be maintained on file for each participating student. For a pupil participating in independent study program that is scheduled for more than 15 school days, each agreement shall be signed, dated, and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement.

Agreement Content: Each independent study written agreement shall contain at least all of the following provisions:

- The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.

- A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including the beginning and ending dates for participating in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits or, for elementary grades pupils, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas such as English learners, individuals with exceptional needs as needed to be consistent with the student's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Sections 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

For a pupil participating in independent study program that is scheduled for more than 15 school days, written agreements shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable.

For a pupil participating in independent study program that is scheduled for 15 school days or fewer, written agreements shall be signed during the school year in which the independent study program takes place, by the same parties. The written agreement may be signed at any time during the school year, but it is the intent of the Charter School that parents or guardians or pupils be provided the agreement at or before the beginning of the school year, or their enrollment in the Charter School. The minimum length of time for any independent study agreement shall be 1 school day.

Written agreements may be maintained electronically along with and may include subsidiary agreements, such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards and are intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

Before signing a written agreement pursuant to this section, the parent or guardian of a pupil may request that the Charter School conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

The Charter School shall comply with the Education Code sections 51744 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.

The Executive Director may establish regulations to implement these policies in accordance with the law.

Independent Study Plan Due to School Closure or Material Decrease in Attendance for 15 Days or Less for Affected Students: For any student impacted by fire, flood, impassable roads, epidemic, earthquake, the imminence of a major safety hazard as determined by the local law enforcement agency, a strike involving transportation services to pupils provided by a non-school entity or an order provided for in Education Code section 41422, the Charter School shall offer those students independent study within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs and may participate in independent study. As soon as possible, unless prohibited under the direction of the local or state health officer, the Charter School shall reopen for in-person instruction.

Notwithstanding the information contained above relating to master agreements, the Charter School shall establish independent study master agreements in a reasonable amount of time.

Residency: To be eligible to enroll in independent study, students must reside in the county of Sonoma or an immediately adjacent county. (Education Code 51747.3)

Student with Disabilities: An individual with exceptional needs, as defined in Section 56026 of the Education Code, may participate in independent study, if the pupil's individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study pursuant to paragraph (5) of subdivision (a), the pupil's individualized education program team shall make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement. (Education Code 51745(c)).

Records for Audit Purposes: The Executive Director or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades TK-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher, as well as computer-based documentation of each hour or fraction of an hour of both pupil work products and the time each pupil is engaged in asynchronous instructional activities on an online or computer-based instructional activity, if the computer program documents pupil participation.
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.
5. Appropriate documentation of compliance with the teacher-student ratios required by Education

Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5).

6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a Charter employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5).

The Charter shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5).

The Executive Director or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5).

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747).

Adopted: August 10, 2019 and supersedes all previous School Independent Study policies and amendments.

Amended: May 8, 2023; September ____, 2024.

947-6/7029405.2

Heartwood Charter School
Benchmark Assessment Policy
August 27, 2024
Proposed

Benchmark Assessments

Diagnostic Assessments in mathematics and reading or early literacy are required for all students in grades three and higher. Assessments are proctored remotely by the following people:

- Credentialed Support Teacher (CST)
- Class Teacher
- Education Specialists
- Academic Specialists

These assessments play a crucial role in identifying each student's unique needs and academic starting point. They are the foundation for ongoing progress monitoring and determining if a student is on track for their end-of-year goals. **All assessments must be completed by the last day of instruction in September and January.** Students and parents have access to support provided by our many resources if there are any concerns recognized within the assessment results. It's important to note that orders will be frozen for eligible students who do not complete the required assessments by the deadlines described below. This underscores the significance of these assessments and the need for timely completion.

STAR assessments ELA and Math (TK-12)

- [Family Guide](#) for Remote Administration
- [Guía para las familias](#) Aplicación de Evaluaciones Star de forma remota
- [Parent Resources](#) for STAR

Freckle assessments

Differentiated practice aligned to ELA and math standards.

Continuously adapts for scholar practice in math or ELA activities, with scholar-friendly incentives and age-appropriate designs to provide a balance of fun and learning.

Increase scholar growth and proficiency through standards-based skill development in math or ELA, personalized goal setting, and mastery.



Gallagher

Insurance | Risk Management | Consulting

Commercial Insurance Proposal For

HEARTWOOD CHARTER SCHOOL

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Presented By:

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August 26, 2024



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Account Management Team

Arthur J Gallagher (AJG) is proud of its team of insurance professionals. We provide a full range of services and products to meet our clients' needs and equip our office with the latest technology, allowing us to service your needs quickly and efficiently. When you entrust your insurance to us, you receive the collective talents of an assigned team selected from our professional staff. We match your service needs with the expertise of our team members. A short biography of the team we have selected for you is included below.

Melissa Cerny, CISR, Area President

Melissa Cerny is Area President for Gallagher Chapman. In this role, Melissa oversees client management, strategic management and operations for all services offered through Gallagher Chapman. Responsible for the program direction for all property and casualty clients, Melissa focuses on the continual improvement in the delivery of Gallagher Chapman services and new program development. Melissa has over thirteen years of experience in the insurance industry which includes expertise in agency operations, property and casualty and employee benefits. Her historical roles span all functional areas including management, marketing, sales, operations, human resources and customer service.

Nelson DeBasa, Area Vice Executive, Independent Schools K-12 Education Practice

Nelson entered the insurance business in 1992 after spending two summers participating in the college internship program by Arthur J. Gallagher. Nelson is licensed as both a Property and Casualty Broker and Employee Benefits Broker. Over 26 years of insurance and client service experience primarily in the non-profit sector. Developed the National Evangelical Lutheran Church Insurance Program as well as created an insurance program for Charter Schools via the endorsement of the Charter Schools Development Center. Nelson attended Bellarmine College Prep in San Jose and graduated with a B.A. in Political Science with an emphasis on International Relations from the University of Santa Barbara. He is affiliated with St. Vincent de Paul of Alameda County as a board member for over 10 years. For the past 3 years has participated in the CAL-ISBOA Annual meetings. As well as, a supportive member of the Children's Movement of California via Children Now to see Children's Health & Education impacted in our state.

Danielle Donohue, Client Service Manager

Danielle joined Gallagher Chapman in May of 2010 to manage front office administration. With her open mind and determination to learn, she quickly advanced into the Assistant Client Advisor position. Soon thereafter, she earned her Property & Casualty and Life & Health licenses. She was been promoted to a Client Advisor in our Nonprofits First Division in 2012.



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Contact Information

Melissa Cerny		Nelson DeBasa	
Area President		Vice President	
Direct	818-539-8629	Direct	925-962-6951
Fax	818-539-8729	Fax	626-578-6273
Email	Melissa_Cerny@AJG.com	Email	Nelson_Debasa@AJG.com

Danielle Donohue	
Client Service Manager	
Direct	818-539-8605
Fax	818-539-8705
Email	Danielle_Donohue@AJG.com

Payments

Payable to: Arthur J. Gallagher Risk Management Services, LLC
Address: 39735 Treasury Center, Chicago, IL 60694-9700
Main Phone: 818-539-2300

Certificate Requests

Please submit a completed Certificate Request form to our office. Forms are available online on the Client Portal page of our website: <https://Glendale.AJG.Com>

Reporting Claims

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer’s policy requirements.

If you are using a third party administrator (“TPA”), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Line of Business	Carrier	How to Report Claims
Commercial Package	Berkley Regional Insurance Company	Mailing Address Berkley Human Services Claims Department P.O. Box 948 Minneapolis, MN 55440-0948 Email: claims@berkleyhumanservices.com Report a Claim: www.berkleyhumanservices.com
Executive Package	Scottsdale Indemnity Company	Mail: Scottsdale Indemnity Company Attention: Claims Manager 7 World Trade Center, 33rd Floor 250 Greenwich Street New York, NY 10007 Email: FSReportALoss@freedomsspecialtyins.com
Base Accident and Catastrophic Accident	United States Fire Insurance Company	Mail: BMI Benefits, LLC. P.O. Box 511 Matawan, NJ 07747 Phone: 800.445.3126 Fax: 732.583.9610 Email: lisaC@bobmccloskey.com www.bobmccloskey.com
Workers Compensation	Service American Indemnity Company	Mail: LWP Claims Solution: P.O. Box 349016 Sacramento, CA 95834 Email: froi@lwpclaims.com Fax: 916-720-0533

Please report all claims to the carriers immediately. If you would like our office to assist you with reporting claims, please note the important contact information:

Property, Automobile, General Liability and All Other Claims	
Email:	GGB.NRCCclaimsCenter@ajg.com
Phone:	855-497-0578
Fax:	225-663-3224

Each and every policy contains specific instructions on how, when and where to report claims to the insurer. *Please note that nothing in this notice amends any notice provisions contained in any of your insurance policies. In the event you do need assistance with reporting a claim, please feel free to immediately contact the service team at the telephone number above.*



Our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class organization. We're committed to partnering with our clients to ensure we consistently deliver the highest-quality service possible by taking into account your business' unique exposures and risk tolerance.



As a result, your service team delivers actionable advice as well as world-class service and support to help you develop a program that minimizes your total cost of risk, thereby improving your profitability.

We're excited to demonstrate how we're putting CORE360™ to work for you!



Changes and Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or countries, new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liabilities, granting of indemnities, or hold harmless agreements.
4. Circumstances that may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the alterations, disconnection, or installation of or disconnection of sprinkler systems, special extinguishing systems, burglar or fire alarms, guard service.
6. Changes to scheduled equipment such as contractors' equipment, electronic data processing, new production or manufacturing equipment.
7. Changes to property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.

Premium Summary / Comparison

Line of Business	Berkley Regional Insurance Company Expiring Premium	Berkley Regional Insurance Company Renewal Premium
Commercial Package	\$37,137.00	\$42,612.00
Sub-Total	\$37,137.00	\$42,612.00
Line of Business	Scottsdale Indemnity Company Expiring Premium	Scottsdale Indemnity Company Renewal Premium
Executive Package	\$8,131.00	\$10,328.00
Sub-Total	\$8,131.00	\$10,328.00
Line of Business	United States Fire Insurance Company Expiring Premium	United States Fire Insurance Company Renewal Premium
Base Accident	\$1,596.00	\$1,764.00
o Program Fee	-	\$56.00
Catastrophic Accident	\$1,200.00	\$1,050.00
Sub-Total	\$2,796.00	\$2,870.00
Line of Business	Philadelphia Indemnity Insurance Company Expiring Premium	Philadelphia Indemnity Insurance Company Renewal Premium
Volunteers Accident	\$300.00	\$300.00
Sub-Total	\$300.00	\$300.00
Line of Business	Service American Indemnity Company Expiring Premium	Service American Indemnity Company Renewal Premium
Workers Compensation	\$47,407.00	\$53,482.00
o Assessments & Surcharges	-	\$3,235.00
Sub-Total	\$47,407.00	\$56,717.00
Broker's Administration Fee	Waived	Waived
Total Annual Premium:	\$95,771.00	\$112,827.00

Important Items to Note:

- Minimum Premium: \$300, Base Accident
- Minimum Premium: \$1,050 (With \$1M Catastrophic Cash Coverage) - \$5M w/out football, Catastrophic Accident
- Minimum Premium: \$1,200 (With \$1M Catastrophic Cash Coverage) - \$7.5M w/out football, Catastrophic Accident



Binding Requirements

In order to bind coverage the following items must be received by 08/31/24 and 09/09/24:

1. Signed Client Authorization to Bind (page _____ of the proposal)
2. Premium payable to Arthur J Gallagher
3. Signed California Surplus Lines Affidavit (D-1 Form)
4. **Commercial Package:**
 - Signed TRIA Form
5. **Executive Package:**
 - Please Note That The Increase In D&O Premium Is Due To The Increase In Assets From 1.5-2m To 2-5m
 - Please Note That The Increase In EPL Premium Is Due To The Increase In Employee Count From 26-50 To 51-75
 - Signed TRAI Form

This quotation is valid until 08/31/24 and 09/09/24 after which time the carrier reserves the right to re-quote based upon the current rates and available coverage terms. Gallagher is responsible for the placement of the following lines of coverage: Commercial Package, International Package, Executive Package, Base Accident, Catastrophic Accident, Volunteer Accident and Workers Compensation. It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Options

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Line of Business	Billing Type	Down Payment Amount	Check Payable to	# of Installments	Installment Amount
Commercial Package <input type="checkbox"/> Annual Premium <input checked="" type="checkbox"/> Installments	Direct Bill	25% down	Berkley Regional Insurance Company	5	\$6,391.80
Note: 25% Down + 5					
Executive Package <input checked="" type="checkbox"/> Annual Premium <input type="checkbox"/> Monthly Installments	Agency Bill	Full Pay	Arthur J Gallagher	N/A	N/A
Note: All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated					
Base Accident and Catastrophic Accident <input checked="" type="checkbox"/> Annual Premium <input type="checkbox"/> Monthly Installments	Agency Bill	Full Pay	Arthur J Gallagher	N/A	N/A
Volunteer Accident <input checked="" type="checkbox"/> Annual Premium <input type="checkbox"/> Monthly Installments	Direct Bill	Full Pay	Philadelphia Indemnity Insurance Company	N/A	N/A
Workers Compensation <input type="checkbox"/> Annual Premium <input checked="" type="checkbox"/> Monthly Installments	Direct Bill	\$8,585	Service American Indemnity Company	9	\$5,348

Agency Bill = Payments are billed by & due to AJG

Direct Bill = Insurance Carrier will bill you directly

Client Authorization to Bind

Named Insured: Heartwood Charter School

After careful consideration of Gallagher's Proposal dated 8/26/2024, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Accept	Reject	Option
<input type="checkbox"/>	<input type="checkbox"/>	Commercial Package - Berkley Regional Insurance Company - \$42,612 (Includes standard fire policy state (fire following terrorism) is \$1)
<input type="checkbox"/>	<input type="checkbox"/>	Executive Package - Scottsdale Indemnity Company - \$10,328
<input type="checkbox"/>	<input type="checkbox"/>	Base Accident - United States Fire Insurance Company - \$1,764 + \$56 Program Fee
<input type="checkbox"/>	<input type="checkbox"/>	Catastrophic Accident - United States Fire Insurance Company - \$1,050
<input type="checkbox"/>	<input type="checkbox"/>	Volunteer Accident - Philadelphia Indemnity Insurance Company - \$300
<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation - Service American Indemnity Company - \$56,717
<input type="checkbox"/>	<input type="checkbox"/>	Terrorism Premium: Commercial Package - \$25
<input type="checkbox"/>	<input type="checkbox"/>	Terrorism Premium: Executive Package - The premium for certified acts of terrorism coverage under TRIA is 1% and is included in the premium stated above for the applicable coverage sections listed here. You may decline to purchase terrorism coverage for certified acts of terrorism, however, you

Please indicate which coverages you would like bound by marking the "Accept" or "Reject" box(es) above.

Employment Practices (EPL) (Coverage Highlights)

Limit	Retention	Premium
\$500,000	\$25,000	\$6,300
\$1,000,000	\$25,000	\$8,400

Insured Person And Organization (D&O) (Coverage Highlights)

Limit	Retention	Premium
\$500,000	\$10,000	\$1,184
\$1,000,000	\$10,000	\$1,578

Fiduciary (Coverage Highlights)

Limit	Retention	Premium
\$500,000	None - See Note Below	\$263
\$1,000,000	None - See Note Below	\$350



Client Authorization to Bind (Continued)

Risk Management Tools

By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

Gallagher STEP – **FREE**

What is Gallagher Step? Gallagher STEP (Safety, Training and Education Platform) is our proprietary Learning Management System (LMS) that supports our Clients' safety program and keeps employees up to date with the latest safety standards. It is beneficial to Clients of all sizes and industries. Clients can access up to 10 online training modules from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.

eRiskHub – **FREE**

What is eRiskHub? A customized online portal that is designed to offer an interactive experience complete with risk management tools and resources to navigate the ever-changing landscape of cyber risk. How does it work? All Gallagher Clients (regardless of whether they purchase Cyber liability) can register and gain free access to eRiskHub which provides options for analyzing cyber risk posture and includes tools which can help identify vulnerabilities and prevent a breach event. Overview and Login information brochure can be found at the bottom of this proposal.

Registration site: <https://eriskhub.com/gallagher>

AAATraq Website Compliance - **\$1,975 Annually**

What is AAATraq? AAATraq ensures that your website is ADA compliant meaning that it's up to the government standards to be accessible for those with hearing, visual and other disabilities. This is a huge risk because many institutions are being sued or fined due to lack of ADA compliance and our clients are at risk. Now more than ever there is litigation around this with so many people working and being educated virtually. Demands as result of litigation can cost on average between \$8,000 and \$51,000 for each client and repeated claims are an average cost of \$110K.

Visit <https://aaatraq.com/check> to conduct a free audit now



Client Authorization to Bind (Continued)

Named Insured: Heartwood Charter School

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

Signature

Date

Title

Marketing Summary

The following markets were approached on your behalf in order to ensure the most competitive quote was secured for your agency's insurance proposal.

Lind of Business	Company	Response (Including any Taxes & Fees)
Commercial Package	Berkley Regional Insurance Company	Recommended Quote - \$42,612
Executive Package	Scottsdale Indemnity Company	Recommended Quote - \$10,328
Base Accident	United States Fire Insurance Company	Recommended Quote - \$1,820
Catastrophic Accident	United States Fire Insurance Company	Recommended Quote - \$1,050
Volunteers Accident	Philadelphia Indemnity Insurance Company	Recommended Quote - \$300
Workers Compensation	Service American Indemnity Company	Recommended Quote - \$56,717

*Non-Admitted Carrier

Should you elect to change carriers (if a new retro-active date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 30 days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for the wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within _____ days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



Major Changes to Expiring Program

Line of Business	Changes
Commercial Package	<ul style="list-style-type: none">• Business Personal Property values have been increased by 10% to account for increased cost of goods
Executive Package	<ul style="list-style-type: none">• Increase in premium from \$8,131 to \$10,328<ul style="list-style-type: none">○ Increase in D&O premium is due to the increase in assets from 1.5-2M○ Increase in EPL premium is due to increase in employee count from 26-50 to 51-75
Base Accident	<ul style="list-style-type: none">• N/A
Catastrophic Accident	<ul style="list-style-type: none">• N/A
Volunteer Accident	<ul style="list-style-type: none">• N/A
Workers Compensation	<ul style="list-style-type: none">• N/A



Named Insured Schedule

Line of Business	Named Insured
All lines of coverages included in this proposal except Executive Package	<ul style="list-style-type: none">Heartwood Charter School
Executive Package	<ul style="list-style-type: none">Heartwood Charter School DBA: Heartwood Charter School

Note:

Any entity not named in this proposal, may not be an insured entity.
This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.



Location Schedule

Loc.#	Bldg.#	Address
1	1	170 Liberty School Road • Petaluma, CA 94952
2	1	3125 Sir Francis Drake Blvd • Fairfax, CA 94930
3	1	Shakespeare Festival Trip 170 Liberty School Rd • Petaluma, CA 94952

Location Schedule - Workers Compensation

Loc.#	Bldg.#	Address
1	1	170 Liberty School Road • Petaluma, CA 94952



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Commercial Package - Property

Issuing Company: Berkley Regional Insurance Company
Proposed Policy Term: 9/10/2024 to 9/10/2025

Coverage Detail

Description		Amount	Valuation	Coins %	Cause of Loss	Ded.
Loc.# 2	Bldg.# 1	3125 Sir Francis Drake Blvd, Fairfax, CA (Schools - Public or private - elementary kindergarten or junior high)				
Business Personal Property		\$82,090	Replacement Cost	100%	Special	\$5,000

Signed Statement of Values:

I agree with the above stated values and/or any changes marked.

Signed by

Title

Date

Coinsurance Penalty Example

Insurance Carried ÷ Insurance Required x Loss – Deductible = Settlement
Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required	=	\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

$$\frac{\$400,000 \text{ (Insurance carried)}}{\$800,000 \text{ (Insurance required)}} \times \$200,000 \text{ (Loss)} - \$500 \text{ (Deductible)} = \$99,500 \text{ Settlement}$$

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.



Additional Coverages include, but are not limited to:

- Property Broadening Endorsement: Platinum Protector Coverage Enhancements to Property Coverage Forms - CP 83 45 06-2015

Forms and Endorsements

- Berkley Human Services Quote Proposal - PROPOSAL KIT 11-2023
- Commercial Lines Policy Common Policy Declarations - IL DS 83 00 08-2015
- Location Schedule - CL LOC 09-2008
- Schedule of Forms and Endorsements - CL IL FS 01 09-2008
- Calculation of Premium - IL 00 03 09-2008
- Common Policy Conditions - IL 00 17 11-1998
- California Changes - Actual Cash Value - IL 01 02 02-2020
- California Changes - Actual Cash Value - IL 01 03 09-2007
- California Changes - IL 01 04 07-2020
- California Changes Cancellation And Nonrenewal - IL 02 70 07-2020
- Cap on Losses From Certified Acts of Terrorism - IL 09 52 01-2015
- Disclosure Pursuant to Terrorism Risk Insurance Act - IL 09 85 12-2020
- California Premium Refund Disclosure Notice - IL N 177 09-2012
- Policyholder Disclosure - Notice of Terrorism Insurance Coverage - IL PN 83 13 12-2020
- Important Information Consumer Affairs - California - IL PN 83 47 CA 05-2015
- Commercial Property Declarations - CP DS 83 00 03-2011
- Schedule of Forms and Endorsements - CL CP FS 01 09-2008
- Building and Personal Property Coverage Form - CP 00 10 10-2012
- Commercial Property Conditions - CP 00 90 07-1988
- Causes Of Loss - Special Form - CP 10 30 09-2017
- Platinum Protector Coverage Enhancements to Property Coverage Forms - CP 83 45 06-2015

Exclusions include, but are not limited to:

- Earthquake
- Earthquake Sprinkler Leakage
- Flood
- Civil Authority
- Ingress/Egress
- Leasehold Interest
- Water
- Governmental Action
- Utility Services
- War and Military Action
- Delay, loss of use or loss of market
- Wear and Tear
- Rust, Corrosion, Fungus, Decay, Deterioration, Hidden or Latent Defect
- Smog
- Nesting or Infestation
- Voluntary parting with any property
- Collapse
- Pollutants



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- Nuclear Energy Liability Exclusion Endorsement - Broad Form - IL 00 21 09-2008
- Exclusion of Certain Computer Related Losses - IL 09 35 07-2002
- Office Of Foreign Assets Control (OFAC) Exclusion Endorsement - IL 83 19 08-2015
- Exclusion of Loss Due to Virus or Bacteria - CP 01 40 07-2006
- Cyber Incident Exclusion - CP 83 80 12-2021



Commercial Package - Crime

Issuing Company: Berkley Regional Insurance Company
 Proposed Policy Period: 9/10/2024 to 9/10/2025
 Coverage Form: Discovery

Coverage Detail

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
Employee Theft	\$100,000	\$ 2,500
Forgery Or Alteration	\$100,000	\$ 2,500

Forms and Endorsements

- Berkley Human Services Quote Proposal - PROPOSAL KIT 11-2023
- Commercial Lines Policy Common Policy Declarations - IL DS 83 00 08-2015
- Location Schedule - CL LOC 09-2008
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- Cap on Losses From Certified Acts of Terrorism - IL 09 52 01-2015
- Disclosure Pursuant to Terrorism Risk Insurance Act - IL 09 85 12-2020
- California Premium Refund Disclosure Notice - IL N 177 09-2012
- Policyholder Disclosure - Notice of Terrorism Insurance Coverage - IL PN 83 13 12-2020
- Important Information Consumer Affairs - California - IL PN 83 47 CA 05-2015
- Commercial Crime Policy Declarations - CR DS 83 00 05-2015
- Schedule of Forms and Endorsements - CL CR FS 01 09-2008
- Commercial Crime Coverage (Loss Sustained Form) - CR 00 21 11-2015
- California Changes - Premium - CR 03 10 08-2017

Exclusions include, but are not limited to:

- Acts of Employees Learned of by You Prior to the Policy Period
- Confidential Information
- Governmental Action
- Indirect Loss
- Legal Fees, Costs, and Expenses
- Inventory Shortages
- Transfer or Surrender of Property
- Voluntary Parting of Title to or Possession of Property
- Nuclear Energy Liability Exclusion Endorsement - Broad Form - IL 00 21 09-2008
- Exclusion of Certain Computer Related Losses - IL 09 35 07-2002
- Office Of Foreign Assets Control (OFAC) Exclusion Endorsement - IL 83 19 08-2015



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Commercial Package - General Liability

Issuing Company: Berkley Regional Insurance Company
 Proposed Policy Period: 9/10/2024 to 9/10/2025
 Policy Form: Occurrence, Subject to Non-Auditable

Coverage Detail

Limits of Liability	Description
\$1,000,000	Each Occurrence Limit
\$3,000,000	General Aggregate Limit
\$3,000,000	Products-Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit - Any One Person or Organization
\$100,000	Damage to Premises Rented to You Limit - Any One Premises
\$5,000	Medical Expense Limit - Any One Person
Employee Benefits Liability	
\$1,000,000	o Each Employee
\$1,000,000	o Aggregate
\$1,000	o Deductible - Each Employee
09/10/2019	o Retroactive Date
Abuse or Molestation Liability	
\$1,000,000	o Each Claim
\$3,000,000	o Aggregate
Professional Liability Errors and Omissions	
\$1,000,000	o Each Claim
\$3,000,000	o Aggregate

Schedule of Hazards

Loc #	Bldg #	Street Address	Classification	Exposure & Premium Basis
1	1	170 Liberty School Road	Schools - Public - Elementary, kindergarten or junior high – Products completed operations are subject to the General Aggregate Limit	120 Each
1	1	170 Liberty School Road	Camps - not for profit – Products completed operations are subject to the General Aggregate Limit	24 Each
2	1	3125 Sir Francis Drake Blvd	Schools - Public - Elementary, kindergarten or junior high – Products completed operations are subject to the General Aggregate Limit	120 Each
3	1	Shakespeare Festival Trip 170 Liberty School Rd	Camps - not for profit – Products completed operations are subject to the General Aggregate Limit	45 Each

Additional Coverages include, but are not limited to:

- General Liability Enhancement Endorsement(s): General Liability Broadening Endorsement - CG 83 91 12-2019

Cyber Suite Coverage Form Supplemental Declarations

Data Compromise Response Expenses Limit	Limit
Data Compromise Response Expenses Limit - Annual Aggregate	\$50,000
Sublimits	
o 1st Party Named Malware - Per Occurrence	\$50,000
o Forensic IT Review - Per Occurrence	\$25,000
o Legal Review - Per Occurrence	\$25,000
o Public Relations - Per Occurrence	\$10,000
o Regulatory Fines and Penalties - Per Occurrence	\$25,000
o PCI Fines and Penalties - Per Occurrence	\$25,000
Data Compromise Response Expenses Deductible - Per Occurrence	\$1,000
Computer Attack And Cyber Extortion	
Computer Attack Limit - Annual Aggregate	\$50,000
Sublimits	
o Loss of Business - Per Occurrence	\$25,000
o Public Relations - Per Occurrence	\$10,000
o Cyber Extortion - Per Occurrence	\$10,000
Computer Attack and Cyber Extortion Deductible - Per Occurrence	\$1,000
Data Compromise Liability	
Data Compromise Defense and Liability Limit - Annual Aggregate	\$50,000
Sublimits	
o 3rd Party Named Malware - Per Occurrence	
Data Compromise Defense and Liability Deductible - Per Occurrence	\$1,000
Network Security Liability	
Network Security Liability Limit - Annual Aggregate	\$50,000
Network Security Liability Deductible - Per Occurrence	\$1,000
Electronic Media Liability	
Electronic Media Liability Limit - Annual Aggregate	\$50,000
Electronic Media Liability Deductible - Per Occurrence	\$1,000
Identity Recovery	
Identity Recovery Limit - Annual Aggregate per "Identity Recovery Insured"	\$25,000
Sublimits	
o Lost Wages and Child and Elder Care Expenses:	\$5,000
o Mental Health Counseling:	\$1,000
o Miscellaneous Unnamed Costs:	\$1,000

Forms and Endorsements

- Berkley Human Services Quote Proposal - PROPOSAL KIT 11-2023
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- California Premium Refund Disclosure Notice - IL N 177 09-2012
- Policyholder Disclosure - Notice of Terrorism Insurance Coverage - IL PN 83 13 12-2020
- Important Information Consumer Affairs - California - IL PN 83 47 CA 05-2015
- Commercial General Liability Declarations - CG DS 83 00 03-2011
- Schedule of Forms and Endorsements - CL CG FS 01 09-2008
- Cyber Suite Coverage Form Supplemental Declarations - CS DS 83 00 09-2017
- Commercial General Liability Coverage Form - CG 00 01 04-2013
- California Changes Public Schools - CG 01 67 06-2010
- Employee Benefits Liability Coverage - CG 04 35 12-2007
- Colleges Or Schools (Limited Form) - CG 22 71 12-2019
- Canoes or Rowboats - CG 24 16 12-2007
- Amendment Of Insured Contract Definition - CG 24 26 04-2013
- General Liability Broadening Endorsement - CG 83 91 12-2019
- Additional Condition Endorsement - Two Or More Policies - CG 84 07 12-2014
- Cyber Suite Coverage Form - CS 83 00 09-2017
- Abuse Or Molestation Liability Declarations - AM DS 83 01 07-2016
- Schedule of Forms and Endorsements - CL AM FS 01 10-2015
- Abuse or Molestation Liability Coverage Form - AM 83 00 03-2016
- Limited Defense Expense Coverage Endorsement - AM 83 02 12-2014
- Professional Liability E&O Declaration - RP DS 83 00 07-2016
- Schedule of Forms and Endorsements - CL RP FS 01 10-2015
- Professional Liability Errors And Omissions Coverage Form - RP 83 03 06-2015

Exclusions include, but are not limited to:

- Nuclear Energy Liability Exclusion Endorsement - Broad Form - IL 00 21 09-2008
- Exclusion of Certain Computer Related Losses - IL 09 35 07-2002
- Office Of Foreign Assets Control (OFAC) Exclusion Endorsement - IL 83 19 08-2015
- Exclusion - Designated Professional Services - CG 21 16 04-2013
- Communicable Disease Exclusion - CG 21 32 05-2009
- Employment Related Practices Exclusion - CG 21 47 12-2007
- Fungi Or Bacteria Exclusion - CG 21 67 12-2004
- Exclusion of Other Acts of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism - CG 21 71 01-2015
- Silica Or Silica - Related Dust Exclusion - CG 21 96 03-2005
- Exclusion - Corporal Punishment - CG 22 30 07-1998
- Exclusion - Camps Or Campgrounds - CG 22 39 04-2013
- Asbestos Exclusion Endorsement - CG 83 07 10-2016
- Lead Liability Exclusion Endorsement - CG 83 10 06-2013
- Absolute Abuse Or Molestation Exclusion - CG 84 33 12-2014
- Exclusion - Cyber Incident - CG 84 93 02-2022
- Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) - CG 85 24 05-2023
- Exclusion - Biometric Information - CG 85 27 05-2023

- Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism - AM 83 04 02-2015
- Nuclear Energy Liability Exclusion Endorsement - AM 83 06 12-2014
- Fungi Or Bacteria Exclusion - AM 83 07 12-2014
- Asbestos Exclusion - AM 83 08 12-2014
- Pollution Exclusion - AM 83 09 12-2014
- Lead Exclusion - AM 83 10 12-2014
- Exclusion - Cyber Incident - AM 83 50 07-2022
- Absolute Abuse Or Molestation Exclusion - RP 83 16 12-2014
- Professional Asbestos Exclusion Endorsement - RP 83 23 12-2014
- Professional Lead Exclusion Endorsement - RP 83 24 12-2014
- Nuclear Energy Exclusion - RP 83 25 12-2014
- Pollution Exclusion Endorsement - RP 83 26 12-2014
- Fungi Exclusion Endorsement - RP 83 27 12-2014
- Exclusion - Cyber Incident - RP 83 63 07-2022
- Exclusion - Biometric Information - RP 83 64 05-2023



Security Risk Management

Did you know that each year nearly 2 million American workers are victims of workplace violence? In fact, according to Occupational Health and Safety Administration (OSHA), workplace violence is the second leading cause of work-site deaths in the US.

With recent high profile workplace attacks, more nonprofits are boosting security efforts and taking added precautions to prevent acts of workplace violence. Our team understands these risks and offers a comprehensive policy to help nonprofits respond and recover from such incidents.

Coverage Highlights

- Legal liability coverage to address legal expenses from lawsuits that may result from a covered event
- Expenses related to public relations counsel
- Includes Personal Accident Expenses
- On premises Child Abduction
- Employee psychiatric, medical and/or dental care
- Temporary security measures
- Personal Accident coverage
- Business Interruption and Extra Expense coverage for up to 120 days or the policy limit, whichever is less
- Crisis consultant fee and expenses

Our Program

- Organization must be a nonprofit
- Limits available from \$1M–\$5M
- \$0 retention
- Simple, self-rating application
- Minimum cost as low as \$1,650

Commercial Package - Auto

Issuing Company: Berkley Regional Insurance Company
 Proposed Policy Period: 9/10/2024 to 9/10/2025

Coverage Detail

Limits	Symbol(s)	Description
\$1,000,000	8, 9	Liability Combined Single Limit
Included	9	Non-Owned Auto Liability Number Of Employees: 25
Included	8	Hired & Borrowed Auto Liability If Any
Included		Employees as Additional Insured

Policy is subject to annual audit.

Forms and Endorsements

- Berkley Human Services Quote Proposal - PROPOSAL KIT 11-2023
- Commercial Lines Policy Common Policy Declarations - IL DS 83 00 08-2015
- Location Schedule - CL LOC 09-2008
- Schedule of Forms and Endorsements - CL IL FS 01 09-2008
- Calculation of Premium - IL 00 03 09-2008
- Common Policy Conditions - IL 00 17 11-1998
- California Changes - Actual Cash Value - IL 01 02 02-2020
- California Changes - Actual Cash Value - IL 01 03 09-2007
- California Changes - IL 01 04 07-2020
- California Changes Cancellation And Nonrenewal - IL 02 70 07-2020
- Cap on Losses From Certified Acts of Terrorism - IL 09 52 01-2015
- Disclosure Pursuant to Terrorism Risk Insurance Act - IL 09 85 12-2020
- California Premium Refund Disclosure Notice - IL N 177 09-2012
- Policyholder Disclosure - Notice of Terrorism Insurance Coverage - IL PN 83 13 12-2020
- Important Information Consumer Affairs - California - IL PN 83 47 CA 05-2015
- Business Auto Declarations - CA DS 83 00 08-2014
- Schedule of Forms and Endorsements - CL CA FS 01 09-2008
- Business Auto Coverage Form - CA 00 01 10-2013
- California Changes - CA 01 43 05-2017
- California Auto Body Repair Consumer Bill of Rights - CA 83 42 CA 09-2015
- Commercial Auto - Exclusion of Terrorism Advisory Notice to Policyholders - CA PN 83 38 10-2014

Exclusions include, but are not limited to:

- Racing
- Asbestos
- Professional Services
- Expected or Intended Injury
- Workers Compensation
- Employee Indemnification and Employer's Liability



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- Fellow Employee
- Care, Custody or Control
- Handling of Property
- Movement of Property by Mechanical Device
- Operations or Complete Operations
- Punitive Damages
- Pollution
- War
- Nuclear Energy Liability Exclusion Endorsement - Broad Form - IL 00 21 09-2008
- Exclusion of Certain Computer Related Losses - IL 09 35 07-2002
- Office Of Foreign Assets Control (OFAC) Exclusion Endorsement - IL 83 19 08-2015
- Exclusion Of Terrorism - CA 23 84 10-2013
- Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure - CA 23 94 10-2013
- Absolute Abuse Or Molestation Exclusion - CA 83 39 12-2014
- Exclusion - Cyber - With Limited Exception - CA 83 85 09-2022



Commercial Auto (Continued)

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. **If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.**

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.



Commercial Auto – Berkley Regional Insurance Company Driver Guidelines

Insured Driver Guidelines

Safe driving is a priority. Consequently, Riverport expects your organization to ensure that the persons who are driving on behalf of your organization, whether in your organization's vehicles or in their own personal vehicles, meet the insured driver guidelines outlined below.

- Have a valid driver's license for the state in which they reside.
- Minimum 5 years driving experience.
- License in a "Valid" status and not currently suspended or expired.
- No more than 3 minor driving violations and/or accidents combined within the last 3 years.
- No major violations within the last 5 years, such as:
 - Driving under the influence of drugs or alcohol
 - Reckless driving
 - Driving over 100 miles per hour
 - Exhibition of speed/speed contest
 - Hit & Run (or leaving the scene of an accident)
 - Driving on a suspended or revoked license
- If a driver had a major violation over 5 years ago, then no other driving violation or accident since.
- No more than 1 chargeable accident within the last year; or 2 or more chargeable accidents in the past 3 years.



Commercial Package - Umbrella

Issuing Company: Berkley Regional Insurance Company
 Proposed Policy Term: 9/10/2024 to 9/10/2025
 Policy Form: Occurrence

Coverage Detail

Limits	Description
\$4,000,000	Each Occurrence Limit
\$4,000,000	Aggregate Limit

Underlying Coverages

Policy Type	Carrier	Policy Period	Limits
Automobile Liability Combined Single Limit	Berkley Regional Insurance Company	9/10/2024 – 9/10/2025	\$1,000,000
General Liability Each Occurrence General Aggregate Products & Comp Ops Personal & Adv Injury	Berkley Regional Insurance Company	9/10/2024 – 9/10/2025	\$1,000,000 \$3,000,000 \$3,000,000 \$1,000,000
Professional Liability Each Professional Incident Professional Aggregate	Berkley Regional Insurance Company	9/10/2024 – 9/10/2025	\$1,000,000 \$3,000,000
Abuse Or Molestation Liability Each Claim Aggregate	Berkley Regional Insurance Company	9/10/2024 – 9/10/2025	\$1,000,000 \$3,000,000

All underlying policies shown above must be kept in full force during the term of this policy.

Forms and Endorsements

- Berkley Human Services Quote Proposal - PROPOSAL KIT 11-2023
- Commercial Lines Policy Common Policy Declarations - IL DS 83 00 08-2015
- Location Schedule - CL LOC 09-2008
- Schedule of Forms and Endorsements - CL IL FS 01 09-2008
- Calculation of Premium - IL 00 03 09-2008
- Common Policy Conditions - IL 00 17 11-1998
- California Changes - Actual Cash Value - IL 01 02 02-2020
- California Changes - Actual Cash Value - IL 01 03 09-2007
- California Changes - IL 01 04 07-2020
- California Changes Cancellation And Nonrenewal - IL 02 70 07-2020
- Cap on Losses From Certified Acts of Terrorism - IL 09 52 01-2015
- Disclosure Pursuant to Terrorism Risk Insurance Act - IL 09 85 12-2020
- California Premium Refund Disclosure Notice - IL N 177 09-2012
- Policyholder Disclosure - Notice of Terrorism Insurance Coverage - IL PN 83 13 12-2020
- Important Information Consumer Affairs - California - IL PN 83 47 CA 05-2015



- Commercial Excess Liability Declarations - CX DS 83 00 04-2024
- Schedule of Forms and Endorsements - CL CX FS 01 09-2008
- California Changes - Cancellation and Nonrenewal - CX 02 26 09-2012
- Changes - Damage to Premises Rented to You - CX 83 03 12-2014
- Professional Services Limitation - CX 83 07 12-2014
- Commercial Excess Liability Coverage Form - CX 83 08 12-2014
- Excess Liability Policy Notice - CX PN 83 09 12-2014

Exclusions include, but are not limited to:

- Damage to Premises Rented to You
- Employment Related Practices
- Uninsured / Underinsured Motorist
- Fungi, Mold or Spores
- Silica or Related Dust
- Insolvency Provision
- Drop Down Provision
- Breach of Contract
- Asbestos
- Pollution
- Nuclear Energy Liability Exclusion Endorsement - Broad Form - IL 00 21 09-2008
- Exclusion of Certain Computer Related Losses - IL 09 35 07-2002
- Office Of Foreign Assets Control (OFAC) Exclusion Endorsement - IL 83 19 08-2015
- Cyber Suite Coverage Form Exclusion - CX 83 17 07-2018
- Exclusion - Cyber Incident - CX 83 54 02-2022
- Exclusion - Biometric Information - CX 83 91 05-2023
- Nuclear Energy Liability Exclusion Endorsement - CX 21 01 09-2008
- Exclusion - Communicable Disease - CX 21 17 04-2013
- Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism - CX 21 31 01-2015

Executive Package

(Directors & Officers Liability, Employment Practices liability & Fiduciary Liability)

Issuing Company: Scottsdale Indemnity Company
 Proposed Policy Period: 9/10/2024 to 9/10/2025

Coverage Detail

Coverage Part	Shared or Separate Limit of Liability	Retention	Retroactive Date	Prior & Pending Date
Directors' & Officers' Liability (Non-Indemnifiable)	\$1,000,000	\$10,000		9/10/2019
Crisis Fund for Non-Profits	\$10,000			9/10/2019
Employment Practices Liability	\$1,000,000	\$25,000		9/10/2019
Third Party EPL	Included			9/10/2019
Immigration Claim Endorsement (Non-Profit) - Sublimit	\$100,000			9/10/2019
Wage and Hour Claim Endorsement - Non-Profit - Sublimit	\$100,000			9/10/2019
Fiduciary Liability	\$1,000,000	\$0		9/10/2019

Policy Provisions

- Policy is written on a Claims Made basis.
- Definition of Claim/Wrongful Act: Refer to attached Policy Form
- Claim Reporting Provisions: Refer to attached Policy Form
- Extended Reporting Period (ERP) Options Available: Refer to attached Policy Form
- Continuity Date of 9/10/2019 applies.
- Defense Costs would be provided inside the limit of liability.
- The insurance company would not have the duty to defend covered claims.
- Punitive/Exemplary Damages are not covered.
- Most Favorable Venue is not covered.

Note:

- In the event the EPL coverage section is not purchased, a retention of \$10,000 shall apply

Discovery Period:

- 365 days (1 year) at 30% additional premium
- 730 days (2 years) at 75% additional premium
- 1,095 days (3 years) at 100% additional premium

Run Off Options:

- 1 Year at 150% additional premium
- 2 Years at 200% additional premium
- 3 Years at 215% additional premium
- 4 Years at 217% additional premium
- 5 Years at 220% additional premium
- 6 Years at 225% additional premium

Forms and Endorsements

- Declarations Cli - EKI-D-8 (2-18)
- E-Risk Management Tools Center-EPL Cli - HLPEPL (1-18)
- E-Risk Management Tools Center-IPO Cli - HLIPO (1-18)
- California Policyholder Notice Cli - NOTX0015CA (3-19)
- General Terms and Conditions Cli - EKI-326 (04/08)
- Employment Practices Coverage Section Cli - EKI-P-7 (04/08)
- Insured Person and Organization Coverage Section Cli - EKI-P-8 (04/08)
- Fiduciary Coverage Section Cli - EKI-P-9 (04/08)
- Add Definition of Insured Person - IPO Coverage Section Cli - EKI-93 (04/08)
- Additional Parent Organization Cli - EKI-98 (04/08)
- Advisory Board Extension - IPO Cli - EKI-99 (04/08)
- Allocation Provision (Non Profit) Cli - EKI-804 (01/09)
- Amend Conduct Exclusion - IPO Cli - EKI-1588 (2-15)
- Amend Conduct Exclusion-Foreign Jurisdiction-California - IPO Cli - EKI-1638-CA (7-16)
- Amend Definition of Insured Person-Leased/Contracted Employees - IPO Coverage Section Cli - EKI-888 (12/09)
- Amend Definition of Third Party Endorsement - EPL Cli - EKI-1651 (10-16)
- Amend Discovery Election - 90 Days Cli - EKI-803(01/09)
- Amend Insured Versus Insured Exclusion (Non-Profit) - IPO Coverage Section Cli - EKI-255 (08/09)
- Amend Notice of Circumstances - EPL Coverage Section Cli - EKI-1142 (11/12)
- Amend Notice of Circumstances - IPO Coverage Section Cli - EKI-1143 (11/12)
- Amend Notice Provision-Charter School Program-EPL (Non-Profit) - EPL Coverage Section Cli - EKI-264 (04/08)
- Amend Notice Provision - Charter School Program (Non-Profit) - IPO Coverage Section Cli - EKI-265 (04/08)
- Amend Notice Provision - (Non-Profit) - EPL Coverage Section Cli - EKI-266 (04/08)
- Amend Notice Provision (Non-Profit) - IPO Coverage Section Cli - EKI-267 (04/08)
- Amend Notice Provision 60 Days - (Non-Profit) - EPL Coverage Section Cli - EKI-1018 (1-12)
- Amend Other Insurance to be Primary - IPO - IPO Coverage Section Cli - EKI-1109 (6-12)
- Amend Subrogation Provision - Final Judgment Cli - EKI-805 (01/09)
- Amend Warranty Provision Non-Rescindable Coverage (Non-Profit) Cli - EKI-261 (04/09)

- Amendatory Endorsement - California (Non-Profit) Cli - EKI-882-CA (11/09)
- Amended Insured Persons Versus Organization - IPO Cli - EKI-2130 (1-19)
- Amended Insured Versus Insured Exclusion - Foreign Jurisdiction - IPO Coverage Section Cli - EKI-814 (05/09)
- Amended Insured Versus Insured Exclusion Whistleblower Carveback - IPO Coverage Section Cli - EKI-930 (02/11)
- Amended Insured Versus Insured Exclusion with Creditor Committee Carveback - IPO Coverage Section - EKI-806 (01/09)
- Cap on Losses from Certified Acts of Terrorism Cli - EKI-351 (1-15)
- Cost Of Investigations Coverage (Non-Profit) - IPO Coverage Section Cli - EKI-807 (04/09)
- Crisis Fund for Non-Profits - Crisis Communications Management Insurance (Non-Profit) Cli - EKI-269 (5-18)
- Employed Lawyers Extension - IPO Coverage Section Cli - EKI-1539 (02/14)
- Employee Privacy Coverage with Sub-Limit (Non-Profit) - EPL Coverage Section Cli - EKI-1128 (09/12)
- Excess Benefit Transaction Excise Tax Coverage Endorsement - IPO Cli - EKI-104 (04/08)
- Immigration Claim Endorsement (Non-Profit) - EPL Coverage Section Cli - EKI-869 (08/09)
- Outside Entity Coverage for Non-Profit Companies - IPO Coverage Section Cli - EKI-355 (06/08)
- Priority of Payments Provision (Non-Profit) - IPO Coverage Section Cli - EKI-238 (04/08)
- Removal of Alternative Dispute Resolution Provision Cli - EKI-124 (04/08)
- State Amendatory Inconsistent Cli - EKI-848 (05/09)
- Tolling or Waiving the Statute of Limitations - IPO Coverage Section Cli - EKI-802 (01/09)
- Voluntary Compliance Program Extension - FID Cli - EKI-1580 (2-15)
- Wage and Hour Claim Endorsement - Non-Profit - EPL Coverage Section Cli - EKI-1607 (5-15)
- Policyholder Disclosure Notice of Terrorism Insurance Coverage Cli - NOTI0601CW (12/20)

Exclusions include, but are not limited to:

- Breach of Contract claims will be **EXCLUDED**, except for employee related contracts. For breach of contract claims not related to employee matters, the company will neither pay to defend the claim nor pay any judgment
- Molestation Exclusion (Non-Profit) - EPL Coverage Section Cli - EKI-256 (04/08)
- Named Entity Claims Exclusion (Non-Profit) - IPO Cli - EKI-114 (04/08)
- Named Entity Claims Exclusion -(Non-Profit) - EPL Cli - EKI-115 (04/08)
- Professional Services Errors and Omissions Exclusions - IPO Coverage Section Cli - EKI-121 (04/08)
- Sexual Misconduct, Child Abuse, Neglect Exclusion (Non-Profit) - IPO Cli - EKI-110 (04/08)

If you have knowledge of any incidents that are likely to lead to a claim, and have not been reported to the carrier it may not be prudent to change carriers at this time. If you are aware of such an incident please contact our office as soon as possible. Insert expiring policy's incident reporting provisions here or "refer to attached policy"



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Base Accident

Issuing Company: United States Fire Insurance Company
Proposed Policy Period: 9/10/2024 to 9/10/2025

Coverage Detail

Limits of Liability	Description
\$25,000	Accident Medical Maximum
25,000; \$1000 Extended Dental Benefit Included	Dental Medical Maximum
\$15,000/\$30,000	Accidental Death & Dismemberment
\$0	Deductible
2 Years	Benefit Period

Covered Class	Estimated # of Students	Rate Per Student
Grades PreK-8	690	\$2.40
Grades 9-12	20	\$5.40

Exclusions include, but are not limited to:

Catastrophic Accident

Issuing Company: United States Fire Insurance Company
 Proposed Policy Period: 9/10/2024 to 9/10/2025

Coverage Detail

Limits of Liability	Description
\$5,000,000 or \$7,500,000	Accident Medical Maximum
\$10,000	Accidental Death & Dismemberment
\$25,000	Deductible
10 Years	Benefit Period
\$1,000,000	Cash Coverage

Covered Class	Estimated # of Students	Rate Per Student
Grades PreK–8	690	\$1.21
Grades 9-12	20	\$2.71

Note:

- Note: Only one CAT Cash option can be chosen for ALL grade levels, either no CAT Cash or \$1M CAT Cash. Catastrophic Cash Coverage is not available in Connecticut



Volunteer Accident

Issuing Company: Philadelphia Indemnity Insurance Company
Proposed Policy Period: 9/10/2024 to 9/10/2025

Coverage Detail

Limits of Liability	Description
\$25,000	Accidental Death
\$50,000	Dismemberment
\$100,000	Accident Medical Excess
\$0	Deductible
\$50,000	Accidental Paralysis
\$500,000	Aggregate Limit

Activity	Number of Participants	Number of Volunteers	Approximate Number of Days Per Year
Non-Contact Sports	490		
Bus/Van Trips over 200 miles	80	16	2
Heavy Manual Labor		4	2

Benefit Plan Desired

- Accident/Aggregate - \$50,000
- Deductible Requested - \$50
- AD&D Aggregate Limit of Liability - \$750,000.

Workers Compensation Premium Summary

Description	Expiring Premium	Renewal Premium
Estimated Annual Premium Including Experience Modification	\$47,407.00	\$53,482.00
Terrorism Risk Act	Included	Included
State Mandated Taxes and Fees	-	\$3,235.00
Broker Fee	Waived	Waived
Total Premium	\$47,407.00	\$56,717.00

Description	Expiring Year	Renewal Year
Experience Modification Factor	1.03%	79%
Total Payrolls	\$4,215,992	\$4,938,589

Billing / Audit Information

Deposit Amount	10% down (\$8,585)
Payment Plan	10 Pay - (10% down + 9 installments), \$5,348 Each
Billing Plan	Direct Bill
Audit Frequency	Subject to Annual Final Audit
Minimum Premium	\$512

Binding Instructions

In order to bind coverage the following must be received by **08/31/24 and 09/09/24**:

- **Signed Client Authorization to Bind** (page of the proposal)
- **Signed and Dated Acord Application**
- **Fully completed and signed ACORD 130**
- **Subject to favorable loss control.**
- **Subject to compliance with loss control and all ensuing recommendations.**
- **Deposit premium payable to: Service American Indemnity Company.**

This quotation is valid until 08/31/24 and 09/09/24 after which time the carrier reserves the right to re-quote based upon the current rates and available coverage terms. Gallagher is responsible for the placement of the following lines of coverage: Commercial Package, International Package, Executive Package, Student Accident, Catastrophic Accident, Volunteer Accident and Workers Compensation. It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Workers Compensation

Issuing Company: Service American Indemnity Company
 Proposed Policy Term: 9/1/2024 to 9/1/2025

Coverage Detail

Limits	Description
\$1,000,000	Employers Liability: Each Accident
\$1,000,000	Employers Liability: Disease – Policy Limit
\$1,000,000	Employers Liability: Disease – Each Employee
As Required by Law for Covered States	Workers Compensation: Statutory Benefit

Locations & Classifications

Loc.#	State	Class Code	Categories, Duties	Estimated Payroll	Base Rate Per \$100	Net Rate* Per \$100
1	CA	8875	Public Colleges Or Schools - all employees - including cafeteria, Clerical Office Employees, Clerical Telecommuter Employees and Outside Salespersons	\$4,938,589	1.04	1.05889

*Net rate calculation includes Experience Modification Factor and any credits/debits but does not include any taxes and fees. The net rate calculation is an approximation and may differ slightly from the actual rate. Net Rate differs from Interim Rate.

Estimated payroll **should include** wages, salaries, commissions, cash payments to subcontractors, bonuses, vacation/holiday/sick pay, straight pay for overtime hours, market value for lodging provided, market value of gifts, and all other substitutes for money. **Do not include** overtime pay in excess of straight pay for the employee or wages of subcontractors that provide you with a valid license and certificate of workers' compensation coverage.

Paid officers are subject to special rules regarding their payroll. Volunteer(s) and donated labor is NOT covered by Workers' Compensation insurance unless specifically added by endorsement.

Excluded Individuals

- Mark Pucinelle - President
- Greg Browman - Secretary

Workers Compensation Policy Provisions/Exclusions

- Bodily Injury by Accident must occur during the policy period.
- Bodily Injury by Disease must be caused by or aggravated by the conditions of employment. The employee's last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- Since there are no policy exclusions in **Part 1 of any Workers' Compensation Policy**, the determination by the carrier about the compensability of a particular type of injury or employee status becomes a claims matter. For example, if a carrier denies a claim for an employee's for self inflicted injury, the insured still has workers' compensation coverage for any associated indemnity, medical or expenses incurred in defending the claim. In a situation involving employee status, again the insured would have coverage under the policy even if the claim were denied (per LC 3352).
- With the above in mind, although there are no exclusions under Part One of any Workers' Compensation policy, under California WC law are (1) those who fall outside the definition of "employee" listed below, and (2) those types of injuries listed below are not intended to be covered:
 - Domestic service employment by the parent, spouse, or child of the employee (3352(a))
 - Domestic service employment when the employee worked less than 52 hours or earned less than \$100 in wages from the employer during the 90 calendar days prior to injury (3352(h))
 - Performance of services in return for aid or sustenance from any religious, charitable, or relief organization (3352(b)) Independent contractors
 - Illegally employed minors under 16 years of age
 - Intentionally self-inflicted injuries
 - Injuries that are caused by the intoxication of the injured employee with alcohol or the unlawful use of a controlled substance, injuries arising out of an altercation in which the injured employee was the initial physical aggressor, and injuries caused by the commission of a crime by the employee (3600(a.4–8)).
 - Injuries arising out of voluntary participation in any off-duty recreational activity are not compensable, except where the activity is expressly or by implication required by the employment (3600(a.9)).
 - When the claim for compensation is filed after notice of termination or layoff, compensation is payable only when certain criteria have been met (3600(a.10)) (3208.3(e)).
 - To be compensable, a psychiatric injury must be a mental disorder that causes disability or the need for medical treatment, diagnosed in accordance with procedures set forth in section 139.2(j.4). Also, the employee must demonstrate that the actual events of employment were a predominant (51 percent or more) cause of the injury, except that, in the case of injuries resulting from being a victim of a violent act or from direct exposure to a significant violent act, the employee must demonstrate that the actual events of employment were a substantial cause of the injury.
 - Psychiatric injuries resulting from lawful, nondiscriminatory, good faith personnel actions are not compensable (3208.3)



Workers Compensation Policy Provisions/Exclusions (Continued)

- **Employers Liability Exclusions:**
 - Liability assumed under a contract
 - Punitive or exemplary damages
 - Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers
 - Bodily injury intentionally caused or aggravated by you
 - Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.
 - Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions
 - Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws
 - Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws.

Appendix – Independent Contractors vs. Employees

The question of whether a worker is an independent contractor or an employee is not easily answered. Merely agreeing with someone on independent contractor status does not make it so. Also, California workers' compensation laws relating to an employee versus contractor status are different from the laws applied to this question by other state and federal agencies.

Contrary to what you might think, the mere existence of a written employment contract or a lease will not establish an independent contractor relationship. For example, suppose you are a contractor and you hire a subcontractor with employees for a specific task. The subcontractor or their employee is injured on the job. Are you liable for workers' compensation insurance? The answer is YES if the subcontractor is not licensed. The courts have held that a subcontractor can only be considered an independent contractor if he/she is licensed. As required by Chapter 9 of Division 3 of the Business Profession code, if a subcontractor is unlicensed and performing license-required work, the subcontractor is an employee of the contractor. In addition, you could be held liable for workers' compensation benefits if the employee of any uninsured subcontractor is injured while working on a project with you.

Not all occupations have licenses like the construction industries. California courts and state agencies typically use a number of tests to determine whether an individual is an employee or an independent contractor. No single test is the sole determining factor. However, a crucial factor in determining employment status is the right to direct and control. If you have the right, whether or not that right is exercised, the courts have routinely decided that the Independent contractor is actually your employee (even if the person is licensed). Some of the other tests used are:

- Whether the person performing the service has independently chosen the burdens and benefits of self-employment
- Whether the person performing the service is engaged in a distinct occupation or business
- The skill required in the particular occupation
- Whether the employer or the person performing the service supplies the instrumentalities, tools and place of work
- Whether the person performing the service has the right to hire and terminate others
- The right to terminate the relationship at will

Remember this list is not exhaustive, and the answer to any single test is not the determining factor. If certain jobs require a license; insist on seeing the license and retain a copy for your records. Contact the Contractors State License Board to verify that the license is valid for the type of work you are contracting and that the person presenting it is listed on the license records. Obtain original Certificates of Workers' Compensation Insurance addressed to you from all contractors and subcontractors who have employees or who, in turn, subcontract any portion of their work. If the job does not require a license or if you are not sure of the status of a worker please contact our office and speak to a representative.

Coverage Considerations

Coverages are highlighted here to review available coverages which you should consider. These coverages are included in the coverage section of this proposal only if quoted and highlighted as covered. A proposal for any of the following coverages can be provided. The recommendations and considerations summarized in this section are not intended to identify all exposures. If Gallagher does not handle your complete insurance program; these recommendations only reflect items within our scope of responsibility.

Automobile	<input type="checkbox"/> Drive-Other Car <input type="checkbox"/> Auto Loan Lease Gap Coverage	<input type="checkbox"/> Waiver of Collision Deductible <input type="checkbox"/> Non-Owned and Hired Auto
Equipment Breakdown	<input type="checkbox"/> Demolition <input type="checkbox"/> Increased Cost of Construction <input type="checkbox"/> Property Damage	<input type="checkbox"/> Increased Time to Rebuild <input type="checkbox"/> Utility Service Interruption
General Liability	<input type="checkbox"/> Pollution Liability for Hostile Fire <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Employee Benefits Liability	<input type="checkbox"/> Faculty Liability / Corporal Punishment <input type="checkbox"/> Stop-Gap
Crime	<input type="checkbox"/> Employee Dishonestly limit at least 10% of Plan Asset Fund <input type="checkbox"/> Funds Transfer Fraud	<input type="checkbox"/> Credit Card Transactions <input type="checkbox"/> Social Engineering / Cyber Deception
Executive Package	<input type="checkbox"/> Directors & officers Liability <input type="checkbox"/> Employment Practices Liability <input type="checkbox"/> Fiduciary Liability	<input type="checkbox"/> Wage & Hour Defense Costs <input type="checkbox"/> Workplace Violence <input type="checkbox"/> Third Party Liability
Property	<input type="checkbox"/> Agreed Amount <input type="checkbox"/> Demolition Cost <input type="checkbox"/> "Green" Coverage – Enhanced energy efficient or environmentally-preferable or sustainable methods in the rebuilding design and construction	<input type="checkbox"/> Fences, Signs, Outdoor Equipment, and Playground Equipment <input type="checkbox"/> Windstorm; Flood; Earthquake or Earthquake Sprinkler Leakage Perils <input type="checkbox"/> Water Backup of Sewers or Drains <input type="checkbox"/> Earthquake Sprinkler Leakage <input type="checkbox"/> Increased Cost of Construction
Umbrella/Excess	<input type="checkbox"/> Abuse, Professional, Employee Benefits Liability, Employers Liability as Underlying Coverages	<input type="checkbox"/> Increased Limits
Other Coverage Considerations	<input type="checkbox"/> Workers Compensation <input type="checkbox"/> Cyber Risk <input type="checkbox"/> Environmental Pollution Liability <input type="checkbox"/> Aviation <input type="checkbox"/> Fiduciary Liability <input type="checkbox"/> Foreign Exposures <input type="checkbox"/> Kidnap & Ransom <input type="checkbox"/> Earthquake	<input type="checkbox"/> Builders Risk and Owners Contractors Protective Liability (OCP) <input type="checkbox"/> Terrorism <input type="checkbox"/> Accidental Death & Dismemberment <input type="checkbox"/> International Travel <input type="checkbox"/> Employee Benefit Plans <input type="checkbox"/> Flood

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Commercial Package	Berkley Regional Insurance Company (A+ XV)	Recommended Quote	Admitted
Executive Package	Scottsdale Indemnity Company (A XV)	Recommended Quote	Admitted
Base Accident	United States Fire Insurance Company (A XV)	Recommended Quote	Admitted
Catastrophic Accident	United States Fire Insurance Company (A XV)	Recommended Quote	Admitted
Volunteer Accident	Philadelphia Indemnity Insurance Company (A++ XV)	Recommended Quote	Admitted
Workers Compensation	Service American Indemnity Company (A- VIII)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings/>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Bindable Quotations & Compensation Disclosure Schedule

Coverage	Carrier Name	Wholesaler, MGA or Intermediary Name ¹	Estimated Annual Premium ²	Comm % or Fee ³	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Commercial Package	Berkley Regional Insurance Company	N/A	\$42,612		N/A
Executive Package	Scottsdale Indemnity Company	Risk Placement Service, Inc.	\$10,328	12.5%	8.5%
Base Accident	United States Fire Insurance Company	Scholastic First Insurance	\$1,764 + \$56 Program fee		*Unknown
Catastrophic Accident	United States Fire Insurance Company	Scholastic First Insurance	\$1,050		*Unknown
Volunteer Accident	Philadelphia Indemnity Insurance Company	N/A	\$300		N/A
Workers Compensation	Service American Indemnity Company	Tangram Insurance Services, Inc.	\$53,482 + \$3,235 Assessments & Surcharges	12%	*Unknown

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Proposal Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Gallagher does not provide actuarial services or actuarial estimates of rate levels or rate methodology. In the event that we provide suggestions regarding the establishment of rates, premiums, or retention/deductible amounts, that advice is based solely on various insurance industry standards and does not constitute an actuarial evaluation or opinion. We recommend that you contract with a certified actuary for a more precise evaluation and recommendation for rates and overall rating methodology.

The proposal of insurance features policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request we can detail the terms of such cancellation provisions.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (ix) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we’d like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.



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Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.



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Appendix

The following documents are attached to this proposal for your reference:

- Employee Benefits Liability - Specimen Policy form and any applicable Endorsements.
- Executive Package - Specimen Policy form and any applicable Endorsements.