



## Consulting Services Agreement

This Consulting Services Agreement (this "Agreement") is made effective **July 1, 2024**, by and between **Nourish Partners Inc** ("Consultant" or "Nourish Partners") and Blue Oak Charter ("Company"), collectively referred to as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

### Scope of Services

**1.1 Nourish Partners** will provide the **Company** with consulting services as mutually agreed upon and described in the attached Scope of Services ("Project" or "Services"). The parties may enter into multiple Projects, each of which shall be attached hereto and become part of this Agreement and shall be subject to all the terms and conditions set forth herein.

**1.2** The parties contemplate that it may be desirable to make changes to the Project(s). Before performing any work associated with any such change, a written change order fully-executed by both parties shall set forth the necessary revisions to the Project(s), and the parties, shall agree in writing that such work constitutes a change from the original Project, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by both **Nourish Partners** and the **Company**.

**1.3** In the event any provision contained in any Project conflicts with any provision in this Agreement, the provision in this Agreement shall govern; provided, however, that if any Project expressly references a conflicting provision in this Agreement that is intended to be modified by such Project, then such Project shall govern with respect to such conflicting provision.

### Obligations of Company

**2.1** The **Company** will make available to **Nourish Partners** certain supplies, materials or other support, as both the **Company** and **Nourish Partners** determine to be necessary.

### Fees and Expenses; Payment and Late Fees

**3.1** The **Company** shall be responsible for payment of all fees and expenses for Services as identified in the applicable Project(s) as those services are provided.

**3.2** The fees and expenses for Services hereunder shall be invoiced to the **Company** and due for payment under the terms set forth in the Project(s) to this Agreement.

**3.3** Unless otherwise provided in this Agreement, payments will be made by check or direct deposit within 30 calendar days following the Company's receipt of an invoice. In the event that



the invoice is not paid within 30 calendar days of receipt, the **Company** will be assessed a 10% fee of the total invoice for each 10 calendar days the invoice is late.

#### **Term and Termination**

4.1 This Agreement shall commence on the effective date first set forth above, and shall remain in force and effect until terminated by either party in accordance with this Agreement. Either party may terminate this Agreement, any Project, or the engagement of a particular consultant under a Project at any time and for any reason upon a minimum of thirty (30) days written notice to the other party.

4.2 In the event of a termination of this Agreement, the **Company** shall be obligated to make payments to **Nourish Partners** for any and all Services rendered through the date of termination.

#### **Proprietary Rights; Confidential Information**

5.1 Any materials, goods, and/or services provided to the **Company** under the duration of this contract shall be the property of **Nourish Partners**. **Nourish Partners** can and may utilize materials, goods and/or services during or after the termination of this contract at their own discretion. Nothing contained in this contract shall be construed as prohibiting **Nourish Partners** from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for the **Company**.

5.2 "Confidential Information" includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, **Nourish Partners** or the **Company**, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances.





Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

**5.4** Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable attorneys' fees and cost in addition to other appropriate relief.

#### **Warranties**

**6.1** **Nourish Partners** warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. The **Company** agrees that **Nourish Partners'** sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at **Nourish Partners'** sole discretion, to correct the nonconformity during consultancy.

#### **Limitations of Liability**

**7.1** Notwithstanding anything herein to the contrary, **Nourish Partners'** liability hereunder shall not exceed the greater of the total amount paid for 25% of services rendered by **Nourish Partners** under the applicable Project. **Nourish Partners** shall be liable for consequential, incidental, special or indirect damages arising out of or connected to the performance or non-performance under this agreement.

#### **General Provisions**

**8.1** The relationship of the **Company** and **Nourish Partners** is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose, and are not entitled to any employee benefits of the other party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein. The **Company** appoints **Nourish Partners** and its employees as an authorized representative on their behalf.



8.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

8.3 The **Company** shall not assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party. Any assignment in violation of these terms is void.

8.4 This Agreement and any Project under this Agreement are governed by and construed in accordance with the laws of the State of California. The parties agree to use good faith efforts to resolve any controversy or claim arising out of or related to this Agreement and/or any Project by negotiation prior to resorting to other remedies. Such negotiation shall (i) include discussion of the issue(s) giving rise to the dispute by appropriate representatives of both parties involved and (ii) if such discussions do not resolve the dispute, then upon the written request of a party, such dispute shall be referred to the senior executives of the parties who shall meet within ten (10) days to attempt to resolve the dispute. If the parties are unable to resolve the matter, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Streamlined Arbitration Rules & Procedures of JAMS (<https://www.jamsadr.com/rules-streamlined-arbitration/>). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

8.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or e-mail to the **Company** or to **Nourish Partners** as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

8.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of California; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 8.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in California.

8.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any





party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 7, 8) shall survive such termination.

**8.8** Each of the **Company** and **Nourish Partners** warrants and represents that it is authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with or a violation of any contractual or other legal obligation to which it is subject. This Agreement, together with all corresponding Projects, constitutes the entire agreement between the **Company** and **Nourish Partners** and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, between the **Company** and **Nourish Partners** with respect to the subject matter of this Agreement or any Projects. Only a written instrument signed by each party hereto may amend this Agreement or any Projects.

**8.9** Any Project may be executed in counterparts, each of which, when taken together, shall constitute one document combined with this document. Any pdf, photocopy or facsimile of this Agreement, any Project or of any counterpart shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Company Information: (Company name) Blue Oak

Representative name: [Signature] Susan Domenighini

Job title: Executive Director

Signature: [Signature] Date: 7/1/24

Consultant Information: Nourish Partners Inc

Consultant name: Leeza Woodbury, MDA, RDN

Signature: [Signature] Date: 05/13/2024







# PROJECT OUTLINE

for

BLUE OAK CHARTER

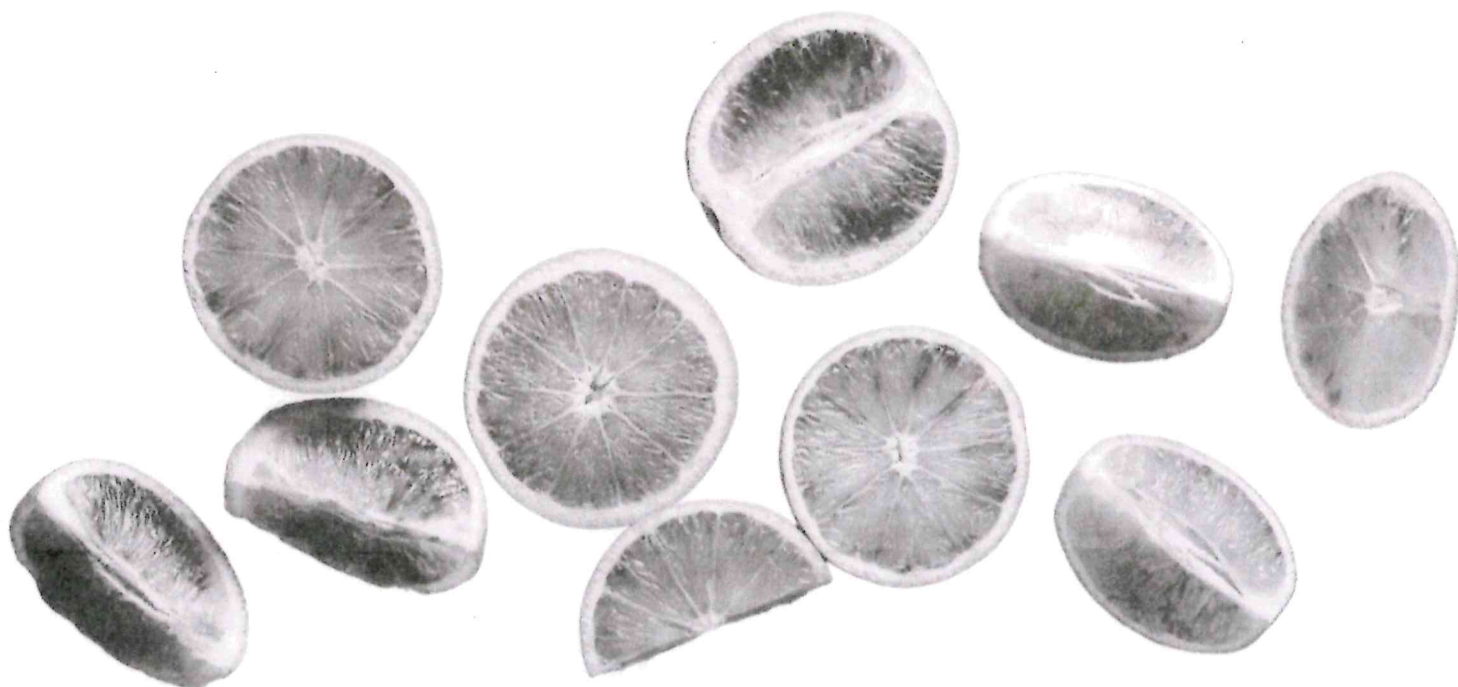
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PREPARED AND PRESENTED BY

LEEZA WOODBURY, MDA, RDN  
OWNER

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# ABOUT NOURISH PARTNERS



## A LITTLE BIT ABOUT OUR HUMBLE COMPANY

While our name is new, our experience is not! The founder of Nourish Partners has over 11 years working in school nutrition programs. As a former director, experienced school food consultant and menu planner, and Registered Dietitian, Nourish Partners brings a breadth of knowledge and insight into what we do. School nutrition programs are riddled with constant change and tight oversight by state and federal entities. That's where we come in! Our goal is to relieve some of the burdens associated with operating a successful and unique program. Our support is well-crafted and strategic to help you efficiently and effectively implement change and create sustainable outcomes in your program.



# TEAM MEMBERS

## THE PEOPLE BEHIND THIS PROJECT



**LEEZA WOODBURY,**  
**MDA, RDN**  
OWNER

Leeza is a former food service director and consultant. She started her career in school nutrition as a menu planner and continued to fall in love with school meal programs as she advanced in her career. Never losing sight of the end goal of ensuring all students have access to healthy food daily, she understands the complexities and nuances that come along with running a program, let alone leading a diverse team. As a professor teaching Dietetics Management, she has learned and fine-tuned leadership techniques and how to lead a team toward a common goal. Her strengths include strategic planning, building relationships/partnerships, and of course all of the regulations pertaining to the federal meal program! Leeza lives in the Southern California with her husband, energetic son and his puppy and thoroughly enjoys baking desserts of all kinds.

# SCOPE OF WORK

## CONSULTING SUPPORT

JULY 1, 2024 - JUNE 30, 2025

- Provide as-needed guidance & technical support for the federal meal program
- Review documents, procedures, processes, etc
- Capped at 4 hours per month
  - calls, messages, emails, and support as listed above combined - \$7200
  - Billed in 15 minute increments, tracked

ANNUAL TOTAL (CAN BE BILLED MONTHLY OR ANNUALLY)

\$7,200

Please let us know if you have any additional questions on what support is available or if your needs are different than what is proposed.

## SIGNATURES

By signing below, I agree to the services outlined in this proposal.

Executive Director  
Name of Authorized Representative

[Signature]  
Signature of Authorized Representative

Blue Oak  
Organization Name

7/1/24  
Date

Leeza Woodbury  
Name of Authorized Representative

[Signature]  
Signature of Authorized Representative

Nourish Partners  
Organization Name

5/13/2024  
Date





**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

## PROPOSAL FOR INSURANCE

Quotation Number: 17364445

Proposal Date: 06/26/2024

**Named Insured and Mailing Address:**

Blue Oak Charter School  
450 W East Ave  
Chico, CA 95976-0001

**Producer:** 30795

Foundation Risk Partners Corp DBA Pinnac  
2125 Ygnacio Valley Rd Ste 200  
Walnut Creek, CA 94598

**Contact:** Melissa Jekabsons

**Phone:** (925)952-8680

**Fax:** (925)952-8681

**Insurer:** Philadelphia Indemnity Insurance Company

**Policy Period From:** 07/31/2024

**To:** 07/31/2025

**Proposal Valid Until:** 07/31/2024

at 12:01 A.M. Standard Time at your mailing address shown above.

**Product:** Specialty Schools

**Submission Type:** Renewal Business

**PHLY Representative:** Vincent, Ronald L.

**PHLY Representative Phone:** (925) 334-3124

**Underwriter:** Peterson, Michelle L.

**Underwriter Phone:** (610) 617-7793

**Email:** Ronald.Vincent@phly.com

**Email:** Michelle.Peterson@phly.com

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	\$ 2,995.00
Commercial Inland Marine Coverage Part	\$ 498.00
Commercial Auto Coverage Part	\$ 341.00
Employee Benefits Liability	\$ 300.00
Sexual/Physical Abuse or Molestation Liability	\$ 364.00
Ultimate Cover Coverage Part	\$ 34,483.00
Cyber Security Liability Endorsement	\$ 79.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium  
in the amount of:

**TOTAL** \$ 39,060.00  
\$ 10.00

**Bill Plan Options:\***

- ☐ 25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000
- ☐ 25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333
- ☐ 25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
- ☐ 50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
- ☐ 30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150
- ☐ Premiums under \$2,000 are Fixed Annual billing

\*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

**SEE ATTACHED PROPOSAL SUM MESS EXT PAGE**



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**Proposal Date:** 06/26/2024  
**Quotation Number:** 17364445

**Named Insured:** Blue Oak Charter School

**The premium shown is subject to the following terms and conditions:**

- \* Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.
- \* A maximum per installment fee of \$5.00 may be included (some states may vary).

**Binding Conditions:**

Need to bind:

1. School Renewal Supplement
2. Educators Professional Select Supplement
3. Current financial statement

Loc 1-1 bldg. increased to \$11,069,065 to match Marshall Swift value.





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The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

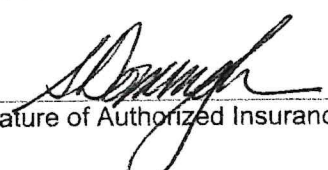
This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

**No coverage is afforded or implied unless shown in this proposal.**

**This proposal does not constitute a binder of insurance.**

**This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.**

  
Signature of Authorized Insurance Representative

  
Date

## CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

If you have an Equipment Breakdown policy or your policy contains an Equipment Breakdown Coverage Part, then the following premium refund calculation applies instead of that provided in the preceding paragraph. For the Equipment Breakdown policy premium or for the premium attributable to the Equipment Breakdown Coverage Part, we shall retain 25% of the unearned premium. The premium refunded to you will therefore be calculated as 75% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 75% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraphs will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.



Policy Number: 17364445Named Insured: Blue Oak Charter School
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 Terrorism Premium (Certified Acts) \$ 10.00

## DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT'S FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an "X" in the box below.**

**NOTE 1:** If "included" is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

**NOTE 2:** You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

**EXCEPTION:** If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from "certified" acts of terrorism, EXCEPT as noted above.
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**You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.**

**REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE \_\_\_\_\_

DATE 7/9/24 





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610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 06/26/2024  
**Quotation Number:** 17364445

**Named Insured:** Blue Oak Charter School

## LOCATION SCHEDULE

Loc	Bldg						
#	#	Address #1	Address #2	City	St	Zip	
0001	0001	450 W East Ave		Chico	CA	95976-0001	



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## FORM SCHEDULE

Form	Edition	Description
CDC Parents	0510	A Fact Sheet For Parents
CDC Youth Sports	0610	A Fact Sheet For Athletes
BJP-190-1	0221	Commercial Lines Policy Jacket
IL N 177	0912	California Premium Refund Disclosure Notice
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-LOSSPAY-SCH	0820	Loss Payee Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0102	0220	California Changes - Actual Cash Value
IL0103	0699	California Changes - Actual Cash Value
IL0104	0720	California Changes
IL0270	0720	California Changes - Cancellation And Nonrenewal
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
PI-ACL-001	1218	Absolute Cyber Liability And Electronic Exclusion
PI-SAM-018	0519	Absolute Abuse or Molestation Exclusion
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
IL N 119	1015	California Auto Body Repair Consumer Bill Of Rights
PI-CA-AD-CDEX-NOTICE	0121	Advisory Notice To Policyholders-Notice of Red in Cov
CADS03	0310	Business Auto Declarations
Hired Or Borrowed Auto	0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001	0310	Business Auto Coverage Form
CA0143	0507	California Changes
PI-AUT-001	0116	Cap On Losses From Certified Acts Of Terrorism
PI-CYBE-001	1215	Cyber Security Liability Endorsement
PI-EBL-001D	0599	Employee Benefits Admin Errors And Omissions Ins Dec
PI-ARB-1	0403	Binding Arbitration
PI-EBL-001	0599	Employee Benefits Administration Errors and Omissions
PI-PPL-001 EB	0803	Prior/Pending Litigation And Known Circumstances Excl
Inland Marine Dec	0100	Commercial Inland Marine Coverage Part Declarations
Inland Marine Schedule	0100	Inland Marine Schedule



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## FORM SCHEDULE

Form	Edition	Description
CM0001	0904	Commercial Inland Marine Conditions
PI-CIM-053	1206	Computer Coverage Form
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0167	0610	California Changes - Public Schools
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2267	1093	Corporal Punishment
CG2271	0413	Colleges Or Schools (Limited Form)
CG2402	1204	Binding Arbitration
CG3234	0105	California Changes
PI-GL-001	0917	Exclusion - Lead Liability
PI-GL-002 CA	0208	Exclusion - Asbestos Liability
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GLD-VS	0517	General Liability Deluxe Endorsement: Schools
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	0720	Special Events Endorsement
PI-SAM-008D	0117	Abusive Conduct Liability Coverage Policy Dec
PI-ARB-1	0403	Binding Arbitration
PI-SAM-008	0519	Abusive Conduct Liability Coverage Form
PI-ULTD-002	1198	Property Coverage Part Declarations
PI-ULTD-005	0513	Additional Coverage Summary Declarations
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP0299	1185	Cancellation Changes
PI-CP-114	0717	Addl Property Not Covered - Inflatable Structures
PI-ULT-007	1198	Property Coverage Form
PI-ULT-008	1198	Causes of Loss Form
PI-ULT-009	1198	Crime Coverage Form
PI-ULT-016	1198	Loss Payable Provisions
PI-ULT-023	0313	Equipment Breakdown Protection Endorsement
PI-ULT-028	1198	Additional Exclusions
PI-ULT-072	0321	Limitations On Fungus,Wet Rot, Dry Rot And Bacteria
PI-ULT-83	0401	Loss of Income due to Workplace Violence



**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 06/26/2024  
**Quotation Number:** 17364445

**Named Insured:** Blue Oak Charter School

## FORM SCHEDULE

Form	Edition	Description
PI-ULT-085	0516	Cap On Losses From Certified Acts Of Terrorism
PI-ULT-088	0419	Changes - Electronic Data
PI-ULT-099	0207	Elite Property Enhancement: Academic Schools
PI-ULT-100	0906	Earthquake Sprinkler Leakage Endorsement
PI-ULT-142	0813	Collapse - Exclusion And Additional Coverage Re-Stated
PI-ULT-148 CA	1016	Equipment Breakdown - Separate Deductible Endorsement
PI-ULT-238	0119	Continuous Or Repeated Water Damage Exclusion
PI-ULT-257	0322	Flood Redefined





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**Total:** \$ 79.00

## CYBER SECURITY LIABILITY ENDORSEMENT

### Coverage Limits:

#### Insuring Agreements

A. Security Event Costs	\$	25,000	each Security Event
B. Network Security and Privacy Liability Coverage	\$	25,000	each Claim
C. Employee Privacy Liability Coverage	\$	25,000	each Claim
D. Customer Notification Expenses Sublimit	\$	15,000	each Security Event
E. Public Relations Expenses Sublimit	\$	15,000	each Security Event
Cyber Security Endorsement Aggregate Limit of Insurance	\$	25,000	all Loss

This endorsement is subject to the Aggregate Limit shown in the Declarations of the following Coverage Part:

Coverage Part: **General Liability**

Aggregate Limit: \$ 2,000,000

### Deductibles (applicable only to the following):

#### Insuring Agreements

A. Security Event Costs	\$	1,000	each Security Event
B. Network Security and Privacy Liability Coverage	\$	1,000	each Claim
C. Employee Privacy Liability Coverage	\$	1,000	each Claim

### Continuity and Retroactive Dates:

#### Insuring Agreements

	Continuity Date	Retroactive Date
A. Security Event Costs	N/A	07/31/2019
B. Network Security and Privacy Liability Coverage	07/31/2019	07/31/2019
C. Employee Privacy Liability Coverage	07/31/2019	07/31/2019



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## GENERAL LIABILITY

Total: \$ 2,995.00

Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit (Other Than Products – Completed operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000
Rented to You Limit	\$ 100,000
Medical Expense Limit (Any One Person)	\$ 5,000

Liability Type: OCCURRENCE

Classifications	Class Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premiu
ALIFORNIA						
X C 1 SCHOOL-PUBLIC-ELEM/KINDERGARTN	47471	STUDENT	NONE		290	\$ 2,359
X C 1 SCHOOL-FACULTY LIAB-CORP PUNSH	47469	FACULTY MEM	NONE		37	\$ 374
COMMUNICABLE DISEASE EXCLUSION CREDIT	44444					\$ -10
LIABILITY DELUXE	44444					\$ 272



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## SPECIAL COVERAGES

**Total:** \$ 664.00

**Balance to Meet Minimum Premium:** \$ 298.00

### Classifications CALIFORNIA

**Limit Premium**

#### EMPLOYEE BENEFITS LIABILITY-CLAIMS MADE

\$ 2.00

Occurrence Limit:

\$ 1,000,000

Aggregate Limit:

\$ 1,000,000

Retroactive Date: 08/01/2017

#### SEXUAL/PHYSICAL ABUSE OR MOLESTATION-OCCURRENCE

\$ 364.00

Occurrence Limit:

\$ 1,000,000

Aggregate Limit:

\$ 1,000,000

Abuse Deductible: NONE



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## AUTO COVERAGE

Total: \$ 341.00

### Auto Common

Sub Total: \$ 341.00

#### Premium

HIRED CAR	CA		
Liab Limit (per 1000)		\$ 1,000	
HIRED CAR PHYSICAL DAMAGE	CA		
OTC Deductible		\$ 100	
Collision Deductible		\$ 1,000	
NON-OWNED	CA		\$ 341.00
Liab Limit (per 1000)		\$ 1,000	





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## AUTO SYMBOLS – Summary of Coverages

Liability	08, 09
Personal Injury Prot	
Added Personal Injury Prot	
PPI	
Medical	
Medical Exp & Income Loss Ben (VA only)	
Uninsured Motorists	
Underinsured Motorists	
Garagekeepers Comprehensive	
Garagekeepers Specified Causes of Loss	
Garagekeepers Collision	
Comprehensive	08
Specified Causes of Loss	
Collision	08
Towing	



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## INLAND MARINE

Total: \$ 498.00

Sub Total: \$ 498.00

State	Loc #	Limit of Insurance	Deductible	Description	Premium
CA	N/A	\$ 90,000	\$ 1,000	Blanket Computer Exposure	\$ 498.00
	N/A	\$ 10,000	Incl	While In Transit	Incl.
	N/A	\$ 10,000	Incl	Transfer between Premises	Incl.
	N/A	\$ 10,000	Incl	Temp within other Premises	Incl.
	N/A	\$ 10,000	Incl	Permanently located at an employees residence	Incl.



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## ULTIMATECOVER

**Total:** \$ 34,483.00

### LOCATION COVERAGES

Loc/Bldg	Coverage	Limit	Premium
1-1	BUILDING Deductible: 5000, Coinsurance: 90%, Agreed Value: NO	\$ 11,069,065	\$ 29,209.00
1-1	BUSINESS PERSONAL PROPERTY Deductible: 5000, Coinsurance: 90%, Agreed Value: NO	\$ 550,000	\$ 1,715.00
PROPERTY ELITE - ACADEMIC SCHOOLS			



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## ULTIMATECOVER

### Coverage

EARTHQUAKE SPRINKLER LEAKAGE  
ANY ONE COVERED PREMISES LIMIT

**Limit/Ded**

2,000,000

**Premium**

\$ 1,162.00

ALL COVERED PREMISES IN ANY SINGLE POLICY YEAR LIMIT  
PERCENTAGE DEDUCTIBLE  
(See Deductible Exceptions Schedule, If applicable)

2,000,000

2%

Coverage Applies at Locations:1-1

BOILER MACHINERY/EQUIPMENT BREAKDOWN (SEE FORM)

\$ 2,397.00





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## ULTIMATECOVER

### CRIME

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Limit of Ins	Deductible	Superceding Limit	Superceding Deductible	Premium
Money & Securities (inside)	\$ 5,000	\$ 500			
Money & Securities (outside)	\$ 5,000	\$ 500			
Money Order/Counterfeit Currency	\$ 5,000	\$ 500			
Kidnap, Ransom, Extortion	\$ 25,000	None			
Forgery or Alteration					
Computer Fraud					
Employee Dishonesty					

### ADDITIONAL POLICY COVERAGES – subject to the Limit of Insurance shown below:

Coverage	Limit of Insurance
Brands and Labels	Included in Policy Limits
Claims Expense	\$ 10,000
Contract Penalty Clause	\$ 25,000
Computer Property	Included in Personal Property Limits
Excavation & Landscaping	\$ 25,000
Fine Arts	\$ 25,000
Fines for False Alarms	\$ 5,000
Fire Department Service Charge	\$ 50,000
Fire, Sprinkler or Burglar Alarm Upgrade	\$ 50,000
Fish in Aquariums	\$ 1,000
Glass	Included in Policy Limits
Guard Dogs	\$ 1,000
Lost Key Replacement	\$ 2,500
Newly Acquired Property	\$ 1,000,000 Blanket Limit Real & Personal
New Construction	\$ 500,000
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$ 250,000
Ordinance or Law – Incr. Cost or Construction	\$ 250,000
Personal Effects – Portable Electronic Equip away from premises	\$ 1,000
Personal Effects – Premises	\$ 25,000
Personal Effects – Spouses	\$ 500
Personal Effects – Worldwide	\$ 1,000
Pollutant Cleanup & Removal	\$ 25,000
Precious Metals	\$ 2,500
Signs	Included in Personal Property Limits
Theft Damage to Building	Included in Personal Property Limits
Utility Service – Direct Damage	\$ 10,000
Voluntary Parting	\$ 10,000

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Limit of Insurance	Superceding Limit	Premium
Accounts Receivable	\$ 250,000		
Arson Reward	\$ 25,000		
Computer Virus	\$ 2,500		
Consequential Damage	\$ 25,000		
Debris Removal	\$ 250,000		
Pers Prop at Unspecified Premises	\$ 100,000		
Pers Prop in Transit	\$ 50,000		
Valuable Papers	\$ 250,000		

# ADVISORY NOTICE TO POLICYHOLDERS

## NOTICE OF REDUCTION IN COVERAGE

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

Your policy is being renewed with the following endorsement:

---

### PI-ULT-257 (03/22) – FLOOD REDEFINED

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This endorsement amends the Flood definition in the Ultimate Cover Causes of Loss Form by adding the following as part of the definition. The Causes of Loss Form excludes anything defined as Flood in the policy.

- Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment caused in whole or in part by flood as redefined in the endorsement, regardless of how the water enters the building, including but not limited to water that backs up from a sewer or drain away from your premises;
- Water under the ground surface pressing on, or flowing or seeping through:
  - Foundations, walls, floors or paved surfaces;
  - Basements, whether paved or not; or
  - Doors, windows or other openings; or
- Waterborne material carried or otherwise moved by any of the water referred to in the endorsement or material carried or otherwise moved by mudslide or mudflow;  
Whether natural or man-made.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT  
SCHOOLS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments – Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	9
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability – Nurse and Athletic Trainer	Included	9



**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
  - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
  - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Extended "Property Damage"**

**SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**  
"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.



are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

**F. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

**G. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

- a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.

- b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

- c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** - Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:  
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
    - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
    - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
    - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
    - (a) "Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      - (ii) Supervisory, inspection, or engineering services.
  - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
    - (a) To any "occurrence" which takes place after the equipment lease expires; or
    - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
  - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
    - (a) Any "occurrence" which takes place after you cease to lease that land; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

#### **H. Per Campus – General Aggregate**

**SECTION III – LIMITS OF INSURANCE** is amended to include the following provisions:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations:
  - a. A separate Per Campus General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b. The Per Campus General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits."
  - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Campus General Aggregate Limit for that designated "campus." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Campus General Aggregate Limit for any other designated "campus" shown in the Declarations.
  - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Campus General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which cannot be attributed only to operations at a single designated "campus" shown in the Declarations:
  - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - b. Such payments shall not reduce any separate designated "campus" General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payment for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Campus General Aggregate Limit.
4. **SECTION V – DEFINITIONS** is amended by adding the following:
 

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by the above shall continue to apply as stipulated.

#### **I. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

#### **J. Other Insurance – Primary Additional Insured**

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other



insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.

- b. Excess Insurance - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

**K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy**

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

#### **O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
  - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

#### **P. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### **Q. Science Laboratory "Occurrence"**

**SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

#### **R. Medical Incident Liability-Nurse and Athletic Trainer**

1. **SECTION II – WHO IS AN INSURED**, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS**, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.