



## AGENDA

**MEETING:** Board of Directors Meeting  
Schools Program Alliance  
Teleconference Meeting

**DATE/TIME:** June 9, 2025 at 8:00 AM PDT

**LOCATION VIA** Toll Free (888) 475 4499 or (669) 900-6833 US Toll  
**TELECONFERENCE:** Meeting number (access code): 932 5146 2413  
<https://alliantinsurance.zoom.us/j/93251462413?pwd=xRFBjHbWPhsvliFWQplDhPO4hYTYTZ.1>

**A Action**  
**I Information**

**1 Attached**  
**2 Hand Out**  
**3 Separate Cover**  
**4 Verbal**

### **IMPORTANT NOTICES AND DISCLAIMERS:**

*Per Government Code 54954.2, persons requesting disability related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Michelle Minnick at Alliant Insurance at (916) 643-2715 twenty-four (24) hours in advance of the meeting. The Agenda packet will be posted at each member's site. Documents and material relating to an open session agenda item that are provided to the SPA members less than 72 hours prior to a regular meeting will be available for public inspection and copying at 2180 Harvard Street, Suite 380, Sacramento, CA 95815.*

*Access to some buildings and offices may require routine provisions of identification to building security. However, SPA does not require any member of the public to register his or her name, or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.*

**This Meeting Agenda shall be posted at the address of the teleconference locations shown below with access for the public via phone/speaker phone.**

1. Butte Schools Self-Funded Programs, 500 Cohasset Road, Suite 24, Chico, CA 95926
2. North Bay Schools Insurance Authority, 380 Chadbourne Rd, Fairfield, CA 94534
3. Redwood Empire Schools' Insurance Group, 5760 Skylane Blvd., Suite 100, Windsor, CA 95492
4. Schools Insurance Authority, 9800 Old Placerville Rd, Sacramento, CA 95827
5. Schools Insurance Group, 550 High Street, Ste. 201, Auburn, CA 95603
6. California Risk Management Authority, 7170 N. Financial Dr. #130, Fresno, CA 93720

**PAGE A. CALL TO ORDER, ROLL CALL, QUORUM A 4**

**B. APPROVAL OF AGENDA AS POSTED A 4**

**C. PUBLIC COMMENTS I 4**  
*The public is invited at this point to address the Board of Directors on issues of interest to them.*

**D. CONSENT CALENDAR A 1**  
*The Board of Directors may take action on the items below as a group except a Board Member may request an item be withdrawn from the Consent Calendar for discussion and action.*

- Pg. 5* 1. Minutes of SPA Board Teleconference Meeting May 12, 2025  
*Pg. 11* 2. SPA Service Calendar FY 2025-2026

**Pg. 14 E. MEMBER PROGRAM AND IDEA SHARING I 4**  
*This is an opportunity for a member to discuss a topic of interest or seek guidance and input from the group about a current issue, risk management topic or exposure the member*



is facing. Please mail a copy of any materials to each member City in advance of the meeting.

## **F. LIABILITY PROGRAM**

- |        |   |            |
|--------|---|------------|
| Pg. 15 | <b>1. Excess Liability Program Renewal</b><br><i>Jim Wilkey may provide the Board with an update regarding the Liability Renewal.</i> | <b>A 4</b> |
|--------|---|------------|

## **G. GENERAL ADMINISTRATION AND FINANCIAL REPORTS**

- |        |  |            |
|--------|--|------------|
| Pg. 16 | <b>1. Standing Committee and Task Group Updates</b><br>a) Liability Claims Task Force<br>b) Property Program Loss Control - Ad Hoc Committee<br>c) Property Claims Committee<br>d) Property Appraisal Task Force | <b>A 1</b> |
| Pg. 17 | <b>2. Approve Claims Payment(s) to Member(s)</b><br><i>The Board will review and consider approval of claim payments.</i>  | <b>A 1</b> |
| Pg. 18 | <b>3. Year-End Member Advisory</b>   | <b>I 1</b> |
| Pg. 28 | <b>4. Election of Officer Positions</b><br><i>Members will nominate and appoint the officer positions for the SPA JPA.</i>   | <b>A 1</b> |
| Pg. 29 | <b>5. Proposed Budget FY 25/26</b><br><i>The Board will receive and may approve the Budget for FY 25/26.</i>   | <b>A 1</b> |
| Pg. 31 | <b>6. Extension and Amendment of Program Administration Agreement</b><br><i>The Board is asked to consider and may approve an extension to the Alliant Broker Agreement.</i>                                     | <b>A 1</b> |

## **H. PROPERTY PROGRAM**

- |        |   |            |
|--------|---|------------|
| Pg. 53 | <b>1. 2025 Property (and APD) Renewal – Renewal Status Update</b><br><i>A. The Board will receive updated costs expectations since NTE.<br/>B. Discussion regarding June “true-up” pre-binding and PA needs<br/>C. APIP</i> | <b>A 1</b> |
| Pg. 56 | <b>2. Alliant Deadly Weapons Response Program FY 25/26</b><br><i>The Board will receive information about the ADWRP and may consider binding coverage for the 2025-2026 period.</i>   | <b>A 1</b> |
| Pg. 72 | <b>3. Pollution</b>   | <b>A 1</b> |
| Pg. 73 | <b>4. Student Accident Program</b>  | <b>A 1</b> |



**I. INFORMATION ITEMS AND DISCUSSION** **I 4**

*This is an opportunity for a Board Member to discuss a topic of interest or seek guidance and input from the group about a current issue, risk management topic or exposure the Member is experiencing.*

Pg. 92

**1. Strategic Planning Overview for August 19 – 20, 2025**

*The Board will receive an update regarding the Strategic Plan as well as the plans for the entertainment.*

**2. Program Administrator Report**

**3. Status of BSSP**

**J. ADJOURNMENT** **A 4**

**Upcoming Meeting Dates: August 19 – 20, 2025 (Tiburon), October 13, 2025, and November 10, 2025.**

**Item D.****CONSENT CALENDAR****ACTION ITEM**

**ISSUE:** Items on the Consent Calendar are to be reviewed. If any item requires clarification, discussion, or amendment by any member of the Board, such item(s) may be pulled from Consent Calendar and placed on the agenda for separate discussion.

Items pulled from the Consent Calendar will be placed on the agenda in an order determined by the President.

**RECOMMENDATION:** Adoption of items presented on the Consent Calendar after review by the Board.

**FISCAL IMPACT:** As indicated on any item included.

**BACKGROUND:** Items of importance that may not require discussion are included on the Consent Calendar for adoption.

**PUBLICATION:** None.

**ATTACHMENTS:**

1. Minutes of SPA Board Teleconference Meeting May 12, 2025
2. SPA Service Calendar FY 2025-2026

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# **SCHOOLS PROGRAM ALLIANCE**

## **May 12, 2025 Board Of Directors Teleconference Meeting**

### **Minutes**

#### **Members Present:**

<b>Butte Schools Self-Funded Programs (BSSP)</b>	Christy Patterson
<b>Butte Schools Self-Funded Programs (BSSP)</b>	Nicole Strauch
<b>North Bay Schools Insurance Authority (NBSIA)</b>	Noel Waldvogel
<b>North Bay Schools Insurance Authority (NBSIA)</b>	Andrew Obando
<b>North Bay Schools Insurance Authority (NBSIA)</b>	Jan DeGracia
<b>Redwood Empire Schools Insurance Group (RESIG)</b>	Cindy Wilkerson
<b>Redwood Empire Schools Insurance Group (RESIG)</b>	Sandy Manzoni
<b>Schools Insurance Authority (SIA)</b>	Brooks Rice
<b>Schools Insurance Authority (SIA)</b>	Debrah Sherrington
<b>Schools Insurance Authority (SIA)</b>	Phil Brown
<b>Schools Insurance Authority (SIA)</b>	Amy Russell
<b>Schools Insurance Authority (SIA)</b>	Olivia Nelson
<b>Schools Insurance Group (SIG)</b>	Gabbi Daniel
<b>Central California Schools Authority (CCSA)</b>	Alan Caeton
<b>Central California Schools Authority (CCSA)</b>	Jeff Pierce

#### **Consultants & Guests**

Dan Madej, Alliant Insurance Services	Jim Wilkey, Newfront
Dan Howell, Alliant Insurance Services	Eileen Massa, Newfront
Marcus Beverly, Alliant Insurance Services	Ryan Telford, AmWins
Michelle Minnick, Alliant Insurance Services	Chris Tambo, AmWins
Jenna Wirkner, Alliant Insurance Services	Brian Frost, AmWins
Dennis Mulqueeney, Alliant Insurance Services	Tim West, BMS
Mike Kielty, George Hills	Chris Nahas,

#### **A. CALL TO ORDER, ROLL CALL, QUORUM**

Ms. Cindy Wilkerson called the meeting to order at 10:00 a.m. and welcomed the board. The above-mentioned members were present constituting a quorum.

#### **B. APPROVAL OF AGENDA AS POSTED**

*A motion was made to approve the Agenda as posted.*

**MOTION:** Christy Patterson

**SECOND:** Kelli Hanson

**MOTION CARRIED  
UNANIMOUSLY**

#### **C. PUBLIC COMMENT**

There were no public comments.

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**D. CONSENT CALENDAR**

1. Minutes of SPA Board Teleconference Meeting March 31, 2025

Cindy Wilkerson noted there was a couple edits for items G.1.B. and G.1.C.

*A motion was made to approve the Consent Calendar with the edits noted.*

**MOTION: Christy Patterson**

**SECOND: Alan Caeton**

**MOTION CARRIED  
UNANIMOUSLY**

**E. MEMBER PROGRAM AND IDEA SHARING**

Cindy Wilkerson noted that Deb Sherrington attended RIMS and there were lots of attendees and good conversations with carriers. Santa Rosa City Schools they have had a transition in leadership, and they are consolidating schools to help address a budget gap and RESIG is helping to ensure they are working to accomplish their goals.

**F. GENERAL ADMINISTRATION AND FINANCIAL REPORTS****F.1. ACTUARY REPORT AS OF JUNE 30, 2024**

Phil Brown introduced Chris Nahas who provided a review of the Actuary report as of June 30, 2024.

*A motion was made to file and accept the report.*

**MOTION: Kelli Hanson**

**SECOND: Brooks Rice**

**MOTION CARRIED  
UNANIMOUSLY**

**F.2.A. STANDING COMMITTEE AND TASK GROUP UPDATES – COST ALLOCATION TASK FORCE**

Dan Madej provided the Board and noted that the work that is being completed has been put on hold until after 7/1/2025.

**F.2.B. STANDING COMMITTEE AND TASK GROUP UPDATES – LIABILITY CLAIMS TASK FORCE**

Olivia Nelson no update as there has been no meeting – they will meet next week on May 19, 2025.

**F.2.C. STANDING COMMITTEE AND TASK GROUP UPDATES – PROPERTY PROGRAM LOSS CONTROL AD HOC COMMITTEE**

Sandy Manzoni noted there have been no updates and we are working to set up a meeting soon. Members were encourage to use the loss control funds available.

**F.2.D. STANDING COMMITTEE AND TASK GROUP UPDATES – PROPERTY CLAIMS COMMITTEE**

Marcus Beverly noted that the claims are moving in the proper direction.

## **F.2.E. STANDING COMMITTEE AND TASK GROUP UPDATES – PROPERTY APPRAISAL TASK FORCE**

Debrah Sherrington noted that they have not met but conversations have been started and we are waiting until we release a request for information to a couple vendors. She indicated the group should be meeting during the month of May.

## **F.3. STRATEGIC PLANNING OBJECTIVES**

Marcus Beverly provided a short review of the Strategic Action Plan and noted that we have the JPA documents on the agenda with the hope to have approved at this meeting to transition to an Entity JPA.

## **F.4. DRAFT GOVERNING DOCUMENTS FOR ENTITY JPA**

- 1. Joint Exercise of Powers Agreement**
- 2. Bylaws**
- 3. Participation Agreement – Property**
- 4. Participation Agreement - Liability**

Marcus Beverly provided a summary of the efforts to get the documents in shape to finalize the transition to an entity JPA. Dan Howell noted that BASIC will become a member but will be a non-voting member and Marcus will work with Mike Kielty and there will be a specific addendum drafted by Byrne Conley. It was noted that a memo, the approved documents as well as a sample resolution that each JPA will pass at their level will be shared with the group after this meeting.

*A motion was made to approve the governing documents.*

**MOTION: Brooks Rice**

**SECOND: Nicole Strauch**

**MOTION CARRIED  
UNANIMOUSLY**

## **F.5. SIA PROPOSAL FOR MANAGING MEMBER SERVICES**

Phil Brown noted that when SPA was initially formed, SIA took over as the managing member. It was noted that SIA is proposing an MOU including the proposed fee for a 12 month agreement and noted the increase cost of \$85,000.

*A motion was made to approve the contract with the increase.*

**MOTION: Alan Caeton**

**SECOND: Kelli Hanson**

**MOTION CARRIED  
UNANIMOUSLY**

## **F.6. FINANCIALS AS OF MARCH 31, 2025**

Phil Brown provided a review of the SPA Financials and noted a combined net position of \$3.4M, a decrease from the prior year. He noted the total assets of \$18.6M and liabilities of \$15.2M.

*A motion was made to accept the financials.*



**MOTION: Brooks Rice****SECOND: Nicole Strauch****MOTION CARRIED  
UNANIMOUSLY****F.7. BUDGET CONSIDERATIONS & ASSUMPTIONS FY 25/26**

Phil Brown reviewed the budget considerations for the next year including the managing members services and claims coordination services. Phil highlighted that the premiums for the next fiscal year have not been finalized but the retained layer funding would be \$3M in the aggregate as it has been in the past. Additionally, it was mentioned that travel cost for the Chair are now included in the budget.

*A motion was made to accept the budget.*

**MOTION: Kelli Hanson****SECOND: Brooks Rice****MOTION CARRIED  
UNANIMOUSLY****F.8. APPROVE CLAIMS PAYMENT(S) TO MEMBER(S)**

Phil Brown indicated there was a recent claim payment made to SIG for the Tahoe Truckee claim and was seeking ratification of the payment from the Board.

*A motion was made to ratify the payment made to members.*

**MOTION: Brooks Rice****SECOND: Nicole Strauch****MOTION CARRIED  
UNANIMOUSLY****G. LIABILITY PROGRAM****G.1. LIABILITY PROGRAM – RENEWAL UPDATE**

Jim Wilkey provided the Board with a review of the marketing efforts for the liability placement, and noted they have received all underlying quotes for each SPA Member (to bring them to the \$5M attachment point). He reviewed the current structure of the SPA Excess Liability program and the efforts to try for an increase in Sexual Abuse and Molestation limit. Brian Frost from AmWins also provided an update regarding the marketing efforts. There was a discussion about potentially increasing the limits in the program but more information would be presented at the June 9<sup>th</sup> meeting.

**H.1. PROPERTY PROGRAM – 2025 PROPERTY (AND APD) RENEWAL UPDATE**

Dennis Mulqueeney provided a review of the ADWRP program and recent claims that may impact the renewal. He noted that the underwriter is proposing to limit coverage for the Santa Rosa City Schools District to being crisis management services only for a year. He went on to indicate a 10-15% rate increase for FY 25/26 and more information would be presented in June.

Ryan Telford provided a review of the 4 options that AmWins has exploring in the market and noted that they have been seeing a rate reduction in the primary layer. Tim West from BMS provided comments related to the London market and the existing carriers potentially providing more capacity.

Dan Howell also noted that we have also submitted this placement into APIP to see if we can meet the aggressive target rate we have provided – more information will be provided at the June meeting. It was



noted that some members are not familiar with APIP coverage and it was requested a program brochure be sent out the group after the meeting.

Dan Madej provided a review of the cost allocation, indicating that we proceeding as we have in the past, and the Cost Allocation Task Force will work with Chris Nahas after July 1 to determine a revised approach. Additionally, he reviewed the expiring \$150M option as well as alternate options of \$250M and \$350M (and \$350M with an optional excess layer). There was also a discussion regarding the addition of CCSA to the property program and it was noted that the Program Administration is working to secure a quote with the intention of inserting CCSA once we have more formal terms to provide CCSA an opportunity to compare pricing. Direction was provided to firm up the \$250M option and present the \$350M option (and \$350M with an optional excess layer available for purchase by individual members).

Lastly, Dan Madej provided comments related to the APD renewal and noted that AIG has provided flat rates for the fourth year, and the vehicle valuation remains as expiring (vehicles 2014 and older receive ACV and 2015 and newer receive RCV).

## **H.2. PROPERTY MOC DRAFT**

Dan Madej provided the Board with a review of the proposed Property MOC changes which included suggestions made by the attorneys who reviewed the JPA documents.

*A motion was made to approve the Property MOC.*

**MOTION: Brooks Rice**

**SECOND: Kelli Hanson**

**MOTION CARRIED  
UNANIMOUSLY**

## **H.3. POLLUTION**

Dan Howell noted that we currently do not have a pollution option for the SPA group but mentioned that APIP does have a pollution program attached to the property policy that SPA could consider. He reminded the Board that pollution is for sudden & accidental at your site, includes cost of clean up on your site or on neighboring site. It also includes third party liability not just for property damage but for bodily injury. There was no motion made on this item but the Board provided direction to Program Administration to seek options that do not require an application to be completed and this would be brought back to the June meeting.

## **H.4. STUDENT ACCIDENT PROGRAM UPDATE**

Tony Soto and Pamela Dominguez provided the Board with a review of the pricing for the Student Accident Program and noted that this includes all SPA members. Additionally, they noted there is pricing for individual members. After a discussion it was noted that members needed more time to determine if they wanted to participate.

## **I. INFORMATION ITEMS**

1. Program Administrator Report
2. Status of BSSP

## **J. ADJOURNMENT**

The meeting was adjourned at 1:13 P.M.

**NEXT MEETING DATE: June 9, 2025 at 8am via Teleconference**

Respectfully Submitted,

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Cindy Wilkerson, Chairperson

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Date

DRAFT

## 2025-2026 SERVICE CALENDAR

**AS** = Alliant Insurance Services  
**CFO** = SPA Accounting and Finance

**BOD** = Board of Directors  
**NF** = Newfront Insurance  
(Liability Program)

JULY 2025		
7/25	Send Invoices to members	AS
7/25	Request Property loss runs	AJS
7/25	Financials as of June 30, 2025	PB
7/25	Financial audit prep	CFO
7/25	Email Renewal Binders to Members including: GL (Upload binders to AlliantConnect pending receipt of the Policy)	AS
	<b>No Board of Directors Meeting</b>	

AUGUST 2025		
8/1/25	Financial Audit (Property Program) - begin preparation of documents	AS
8/25	Actuarial Study (Property) - receive draft	AIS
8/25	Actuarial Study (Liability ?)	
8/25	SPA Quarterly Investment Report for BOD Meeting	CFO
8/7/25	BOD Agenda for meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	
8/19/25- 8/20/25	<b>Long Range Planning Meeting – The Lodge at Tiburon</b>	

SEPTEMBER 2025		
9/4/25	Financial Audit - review and update	CFO
9/25	Actuarial Reports	CFO
9/16- 9/19/25	<b>CAJPA 2025 Fall Conference – Monterey, CA</b>	
	<b>No Board of Directors Meeting</b>	

OCTOBER 2025		
10/1/25	Financials as of September 30, 2025	CFO
10/1/25	Annual Report of Financial Transactions - deadline	PB
10/01/25	Multi-County Agency Biennial Notice (Conflict of Interest Code) - deadline to FPPC every even-numbered year	AS
10/18/25	File Controller's Report with the State of California	AS
10/31/25	Request 09/30 Quarterly Financial Report from Phil Brown	AS
10/10/25	BOD Agenda for 10/1/25 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	
10/13/25	<b>Board of Directors Meeting - Zoom</b>	

NOVEMBER 2025		
11/25	Review CAJPA Accreditation Standard for new or recurring item (FUTURE)	AIS
11/1/25	BOD Agenda for 11/1/25 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	
11/10/25	<b>Board of Directors Meeting - Zoom</b>	BD

## 2025-2026 SERVICE CALENDAR

**AS** = Alliant Insurance Services  
**CFO** = SPA Accounting and Finance

**BOD** = Board of Directors  
**NF** = Newfront Insurance  
(Liability Program)

11/29/25	BOD Agenda for 12/8/25 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	

### DECEMBER 2025

<b>12/8/25</b>	<b>Board of Directors Meeting - Zoom</b>	<b>BD</b>
12/8/25	Financial Audit - confirm with Phil Brown the date they filed to State Controller's office and members' County Auditors (County of Sacramento and State of California)	PB
12/20/25	Statement of Facts - Roster of Public Agencies - file with State and County – DUE 1-1-26	AS

### JANUARY 2026

1/26	State Filing - Statement of Facts – Roster of Public Agencies - file with Secretary of State	AS
1/26	State Filing - Joint Powers Authority - file with Secretary of State - As Needed	AS
1/26	State Filing - Financial Statement to the County Auditor and State Controller	CFO
1/26	FORM 700 - FPPC sends reminder of Form 700 to SPA FILERS	AS
1/26	Financials as of December 31, 2025	PB
1/26	Cyber Program - Data Request	AS
1/26	Property Program- Data Request	AS
1/26	Property Renewal submission "run date" from Alliant Connect for exposure data (property and vehicles); Members to have information updated in Alliant Connect, prior	AS
1/26	APD Program - Data Request	AS
1/26	Excess Liability Program	NF
1/2/26	Form 700 electronic filing through FPPC's eDisclosure system - email reminder to BOD, Board Alternates and Service Provider Consultants - April 2026	AS
1/2/26	BOD Agenda for 1/12/26 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	AS
<b>1/12/26</b>	<b>Board of Directors Meeting - Zoom</b>	<b>BD</b>
1/15/26	Begin working on Preliminary FY 26/27 Budget	AS, BD
1/30/26	BOD Agenda for 2/9/26 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	AS,BD

### FEBRUARY 2026

2/26	Property and APD Submissions to market; copy shared with SPA Board	AS
2/5/26	Renewal Certificate Holder List - send spreadsheet to members to review/update - due 03/01/26	AS
<b>2/9/26</b>	<b>Board of Directors Meeting - Zoom</b>	<b>BD</b>
2/21/26	Reminder: Form 700s to BOD, Board Alternates and Service Provider Consultants	AS
<b>2/23-26/26</b>	<b>PARMA Annual Risk Management Conference – TBD</b>	

### MARCH 2026

3/26	FORM 700 - Follow up JPA ADMIN follows up with FILER	AS
3/26	Completion of the Form 700 – Statement of Economic Interest	AS
3/3/26	Certificate Holder list due from members	AS

## 2025-2026 SERVICE CALENDAR

**AS** = Alliant Insurance Services  
**CFO** = SPA Accounting and Finance

**BOD** = Board of Directors  
**NF** = Newfront Insurance  
(Liability Program)

3/1/26	BOD Agenda for 3/9/26 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	
<b>3/9/26</b>	<b>Board of Directors Meeting - Zoom</b>	<b>BD</b>
<b>Mtg</b>	Preliminary FY 26/27 Budget - submit for review	EC

### APRIL 2026

4/1/26	Form 700s deadline to FPPC	AS
	BOD Agenda for 4/13/2026 meeting email to Board members and upload agenda packet to AlliantConnect and SPA website	
<b>4/13/26</b>	<b>Board of Directors Meeting – Zoom</b>	<b>BD</b>
<b>Mtg</b>	26/27 Meeting Calendar - submit for approval	BD
<b>Mtg</b>	26/27 Service Calendar - information	BD
<b>Mtg</b>	Quarterly Financial Report (12/31) - submit for approval	BD
4/30/26	Request 03/31 Quarterly Financial Report	AS
4/26	Actuary Present at Board Meeting	

### MAY 2026

5/1/26	BOD Agenda for 5/11/26 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	<b>BD</b>
<b>5/11/26</b>	<b>Board of Directors Meeting – Zoom</b>	<b>BD</b>
<b>Mtg</b>	FY 26/27 Budget - submit for review	BD
5/26	Approval by BOD Resolution allowing Treasurer to invest or reinvest funds (P/O Budget Resolution)	
5/26	Approval of Conflict of Interest Code by BOD every even-number year - File with FPPC as required	
5/26	Approval of Long Range Action Plan for upcoming fiscal year	
5/26	Adoption of the SPA Operating Budget	
5/26	“Not to Exceed” renewal positions due	

### JUNE 2026

6/26	Bind Renewal	
6/1/26	BOD Agenda for 6/9/25 meeting - email to Board members and upload agenda packet to AlliantConnect and SPA website	AS
<b>6/8/26</b>	<b>Board of Directors Meeting – Zoom</b>	<b>BD</b>
<b>Mtg</b>	Quarterly Financial Report (03/31) - submit for approval	BD
<b>Mtg</b>	FY 26/27 Budget - submit final for approval	BD
<b>Mtg</b>	FY 26/27 Liability Memorandum of Coverage - submit for approval	BD
<b>Mtg</b>	Conflict of Interest Code - submit for approval (every even years)	BD
6/25/26	Generate Certificate Holder Renewal Certificates	AS
6/27/26	Mail Renewal Certificates to Certificate Holders and email scan copy to Members	AS



**Item E.**

**MEMBER PROGRAM AND IDEA SHARING**

**INFORMATION ITEM**

**Item F. 1.****EXCESS LIABILITY PROGRAM RENEWAL****ACTION ITEM**

**ISSUE:** The Board will receive information regarding the Excess Liability Program.

**RECOMMENDATION:** None.

**FISCAL IMPACT:** No fiscal impact is expected from action at today's meeting.

**BACKGROUND:** Newfront is currently exploring options to purchase additional supplemental (or sideways) aggregate to shore up existing aggregate limits quoted and will provide a verbal update of marketing efforts to date.

**ATTACHMENTS:** None.



**Item G.1.****GENERAL ADMINISTRATION AND FINANCIAL REPORTS****STANDING COMMITTEE AND TASK GROUP UPDATES****INFORMATION ITEM**

- a) Liability Claims Task Force**
- b) Property Program Loss Control - Ad Hoc Committee**
- c) Property Claims Committee**
- d) Property Appraisal Task Force**

**Item G.2.**

**APPROVE CLAIMS PAYMENT(S) TO MEMBER(S)**

**ACTION ITEM**

**ISSUE:** Claim payments are due to a SPA member and a vendor.

**RECOMMENDATION:** Approve payments as presented.

**FISCAL IMPACT:** Payment totaling \$ 166,018.90 will reduce cash balance and outstanding liabilities.

**BACKGROUND:** The SPA Claims Payment Policy (approved February 13, 2023) and the SPA Property Program Claims Service Instructions (approved October 21, 2024) provide direction for reimbursing members for claim costs. This includes Board approval and the participation of a Loss Adjustment Service Firm (McLarens) and SPA Property Claims Representative (SPA PCR) and Managing Member financial services (both provided by SIA).

Claim payments have been made to SPA member(s) per reported costs incurred by the member. These were submitted and reviewed by the SPA PCR, including coordination with McLarens. These were reviewed according to the due diligence accounting and reconciliation requirements, including review of deductibles and retentions, expenses reported, reimbursements, excess insurance participation, and final payments.

The request also includes payment to McLarens to refund insurance advances received which ultimately are greater than the actual costs incurred and certified by the Member JPA – SIG.

Schedule of payments

Member	Claim	Description	Amount	Notes
SIA	#24-1272 Elk Grove USD	SPA Retention A Level	\$155,255.84	Water damage
McLarens	#24-3934 SIG Mosquito Wildfire	Return funds advanced above actual costs	\$10,763.06	

**ATTACHMENTS:** See attached SPA Claim Reconciliation forms for additional details.

**Item G.3.****YEAR-END MEMBER ADVISORY****ACTION ITEM**

**ISSUE:** Managing Member report of planned year-end activities

**RECOMMENDATION:** Information Item

**FISCAL IMPACT:** None expected from this item.

**BACKGROUND:** SPA members' annual contributions provide for 1) a Property Program, including a shared retained layer, related administrative costs, and excess insurance purchases, and 2) a Liability Program of excess insurance purchases. The JPA Board approves member contribution rates, insurance purchases, and sets policy direction for administrative expenses purchased in support of the members. The Schools Insurance Authority (SIA) functions as the Managing Member per the JPA agreement. The Managing Member receives and disburses funds, enters into contracts, and otherwise manages the financial operations of SPA. Quarterly GAAP financial reports are prepared to report on these activities.

**Year End Update:**

As we approach the close of the 2024/25 fiscal year, we are planning for the following:

- Purchase Cut-Off / Accounts Payable – Please provide any expenses/invoices for the current year to Alliant by 6/16/25 for approval and forwarding for year-end processing.
- 6/30/25 Actuarial analysis – we are planning to initiate actuarial study promptly after the close of the fiscal year.
  - Year end reserve review and communication with Josh Arnold 6/20/25, please.
  - For our claims system we need to update reserve changes before 6/30/25.

**ATTACHMENTS:** None.

## SPA CLAIM RECONCILIATION

**Member: SIA**

**Claim: 24-1272; Elk Grove USD**

**Occurrence Date: 7/6/2024**

**Claim Type: Property**

**Claim Status: Open**

**Date Prepared: 5/9/25**

### **Member Reconciliation**

5/9/25 Proof of Loss	405,255.84
Member Deductible	(250,000.00)

<b>Amount due to Member</b>	<b>155,255.84</b>
-----------------------------	-------------------

**SWORN STATEMENT IN PROOF OF LOSS**  
(Final)

POLICY NUMBER

AMOUNT OF POLICY AT TIME OF LOSS

07/01/2024

DATE ISSUED

24-4494

OUR FILE NO.

24-1272

COMPANY CLAIM NO.

06/30/2025

DATE EXPIRES

To the Schools Program Alliance of Sacramento, California. At time of loss, by the above indicated policy of insurance you insured [Schools Insurance Authority], against loss by All Risk to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A toilet water main burst causing damage on or about 07/06/2024. The cause and origin of the said loss were: Water damage from burst pipe at Florence Markofer Elementary School, Elk Grove Unified School District.

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: public school.

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was owner. No other person or persons had any interest therein or incumbrance thereon, except: none.

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: none.

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss as per the form.

6.	The Actual Cash Value of said property at the time of the loss was .....	\$
7.	The Whole Loss and Damage was . . . . .	\$ 405,255.84
8.	Less Amount of Deductible. . . . .	\$ 250,000.00
9.	The Amount Claimed under the above numbered policy is . . . . .	\$ 155,255.84

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

**FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:**

**Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.**

SIGNATURE

DATE

**From:** [Brooks Rice](#)  
**To:** [Phil Brown](#); [Cindy Wilkerson](#)  
**Cc:** [Jodi Schneiderman](#); [Amy Russell](#)  
**Subject:** Re: Approval Request for payment of SPA Claims  
**Date:** Thursday, May 22, 2025 3:02:34 PM

---

Approved,

Thanks,  
Brooks

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---

**From:** Phil Brown <PBrown@sia-jpa.org>  
**Sent:** Thursday, May 22, 2025 3:01:16 PM  
**To:** Brooks Rice <BRice@sia-jpa.org>; Cindy Wilkerson <cwilkerson@resig.org>  
**Cc:** Jodi Schneiderman <JSchneiderman@sia-jpa.org>; Amy Russell <arussell@sia-jpa.org>  
**Subject:** Approval Request for payment of SPA Claims

Hello Cindy & Brooks,

Attached are requests for payment related to SIA and SIG claims in the SPA layer. Please respond back to this email with your approval to release funds and we will include the documentation in the next SPA agenda for Board ratification.

- SIA claim # 24-1272 for Elk Grove USD for review and approval to release funds in the amount of \$155,255.84. Payment to SIA. (based on first & final POL from the District)
- SPA Claim #24-3934 for the SIG Mosquito Wildfire, submitted for your review and approval to release funds in the amount of \$10,763.06. Payment back to McLarens for overpayment received from excess carriers. (based on final POL and signed memo from SIG regarding final actual costs claimed less than previously estimated) (SPA is also receiving reimbursement back from SIG for SPA funds advanced above final actual costs)

Thanks,

Philip Brown  
**Chief Financial Officer**  
*Schools Insurance Authority*  
*Managing Member of the Schools Program Alliance*  
Email: [pbrown@sia-jpa.org](mailto:pbrown@sia-jpa.org)  
Phone: (916) 364-1281

**From:** [Cindy Wilkerson](#)  
**To:** [Brooks Rice](#); [Phil Brown](#)  
**Cc:** [Jodi Schneiderman](#); [Amy Russell](#)  
**Subject:** RE: Approval Request for payment of SPA Claims  
**Date:** Thursday, May 22, 2025 4:19:41 PM

---

Approved, t hank you!

Cindy Wilkerson  
Executive Director  
CA License #0736606  
*Redwood Empire Schools' Insurance Group (RESIG)*  
5760 Skylane Blvd., Suite 100  
Windsor, CA 95492  
Office: (707) 836-0779 x104  
Mobile: (916) 847-8474  
FAX: (707) 687-1860  
[www.resig.org](http://www.resig.org)



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**To:** Phil Brown <PBrown@sia-jpa.org>; Cindy Wilkerson <cwilkerson@resig.org>  
**Cc:** Jodi Schneiderman <JSchneiderman@sia-jpa.org>; Amy Russell <arussell@sia-jpa.org>  
**Subject:** Re: Approval Request for payment of SPA Claims

Approved,

Thanks,  
Brooks

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---

**From:** Phil Brown <[PBrown@sia-jpa.org](mailto:PBrown@sia-jpa.org)>



## SPA CLAIM RECONCILIATION

**Member: SIG**

**Claim: Mosquito Wildfire**

**Occurrence Date: September 6, 2022**

**Claim Status: Closed 3/7/24, pending reimbursement**

**Date Prepared: 05/02/25**

### **Member Reconciliation**

	<u>Prior</u>	<u>Current</u>
6/13/2023 Master Partial Proof of Loss	965,171.35	
9/1/2024 Total Loss per George Hill		947,891.16
Member Deductible		(350,000.00)
11/18/22 SPA Advance		(500,000.00)
1/18/24 Payment to SIG		(115,171.35)
<b>Amount due to\ (from) Member</b>		<b><u>(17,280.19)</u></b>

### **Excess Carrier Reconciliation**

	<u>Prior</u>	<u>Current</u>
6/13/2023 Master Partial Proof of Loss	965,171.35	
9/1/2024 Total Loss per George Hill		947,891.16
Member Deductible		(350,000.00)
8/9/23 National Union Fire Insurance Co. - Excess Reimbursement		(362,585.68)
8/21/2023 McLarens, LLC - Excess Reimbursement		(246,068.54)
<b>Amount due from\ (to) Excess Carrier</b>		<b><u>(10,763.06)</u></b>

Amount of Policy  
\$125,000,000

SWORN STATEMENT  
in

Policy Number SPA2-22-23

Agency Name Alliant Insurance Services

PARTIAL PROOF OF LOSS

Issued  
July 1, 2022

Expires  
July 1, 2023

To SPA/Schools Program Alliance  
of Sacramento, California

By the above indicated policy of insurance your insured SIG/Schools Insurance Group

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss occurred about the hour of o'clock M., on the 6th day of September 20 22 .  
The cause and origin of said loss were: Mosquito Wild Fire

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: School owned property

3. Title and Interest: When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. Changes: Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.) NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$

6. The Cash Value of said property at the time of loss was \$ Not Determined

7. The Whole Loss and Damage was \$ TO BE DETERMINED

8. The Amount Claimed under the above numbered policy \$ \$500,000.00  
(Amount claimed is net the member deductible \$350,000)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of California

Kelli Rae Hanson  
(Insured Signature)

County of Placer

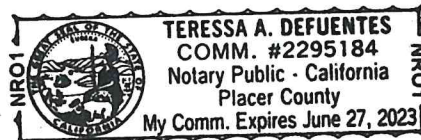
Kelli Rae Hanson Insured

Subscribed and sworn to (or affirmed) before me on this 18th day of November (month), 2022 (year) by

Kelli Rae Hanson proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

Teresa A. Defuentes (signature of Notary)





**Attention:**

Schools Insurance Group  
550 High Street, Ste 201  
Auburn, Ca. 95603  
Date: 05/02/2025

Description		Amount
Overpayment Request		\$17,280.19
<b>SPA Claim #24-3934</b>		
Mosquito Wildfire (Multiple Districts)		
	Subtotal	\$17,280.19
	Total Requested	\$17,280.19

Per the attached documentation/payment ledger, an overpayment in the amount of **\$17,280.19** has been identified and Schools Insurance Group (SIG) will process the a reimbursement payment to Schools Program Alliance (SPA)

  
Gabbi Daniel, Director

5/6/25

Date

**From:** [Brooks Rice](#)  
**To:** [Phil Brown](#); [Cindy Wilkerson](#)  
**Cc:** [Jodi Schneiderman](#); [Amy Russell](#)  
**Subject:** Re: Approval Request for payment of SPA Claims  
**Date:** Thursday, May 22, 2025 3:02:34 PM

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Approved,

Thanks,  
Brooks

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Thanks,

Philip Brown  
**Chief Financial Officer**  
*Schools Insurance Authority*  
*Managing Member of the Schools Program Alliance*  
Email: [pbrown@sia-jpa.org](mailto:pbrown@sia-jpa.org)  
Phone: (916) 364-1281

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**Cc:** [Jodi Schneiderman](#); [Amy Russell](#)  
**Subject:** RE: Approval Request for payment of SPA Claims  
**Date:** Thursday, May 22, 2025 4:19:41 PM

---

Approved, t hank you!

Cindy Wilkerson  
Executive Director  
CA License #0736606  
*Redwood Empire Schools' Insurance Group (RESIG)*  
5760 Skylane Blvd., Suite 100  
Windsor, CA 95492  
Office: (707) 836-0779 x104  
Mobile: (916) 847-8474  
FAX: (707) 687-1860  
[www.resig.org](http://www.resig.org)



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**Cc:** Jodi Schneiderman <JSchneiderman@sia-jpa.org>; Amy Russell <arussell@sia-jpa.org>  
**Subject:** Re: Approval Request for payment of SPA Claims

Approved,

Thanks,  
Brooks

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---

**From:** Phil Brown <[PBrown@sia-jpa.org](mailto:PBrown@sia-jpa.org)>

**Item G.4.****ELECTION OF OFFICER POSITIONS****ACTION ITEM**

**ISSUE:** Each year at the June meeting pursuant to the governing documents, the SPA Board of Directors appoints a Managing Member organization and a Board of Directors Chairperson for the coming fiscal year. Schools Insurance Authority currently serves as the Managing Member organization and Cindy Wilkerson currently serves as SPA Board of Directors Chairperson.

**RECOMMENDATION:** It is recommended that the SPA Board of Directors appoint a Chair, Vice Chair, Secretary, Treasurer-Auditor, and Managing Member organization effective July 1, 2025.

**FISCAL IMPACT:** None.

**BACKGROUND:** Elected positions will serve for a term of two years, beginning in July of the year elected.

Neither officer shall serve for more than two complete consecutive terms in his or her respective office, although these term limits may be extended by action of the Board. The terms of each office will ordinarily commence on July 1 of each even-numbered fiscal year except that if an election has not been conducted by that date, the terms shall commence as soon as the election has been held.

**ATTACHMENTS:** None.

**Item G.5.**

**PROPOSED BUDGET FY 25/26**

**ACTION ITEM**

**ISSUE:** SPA Proposed Budget is provided for approval.

**RECOMMENDATION:** Review, accept and file, or provide direction.

**FISCAL IMPACT:** Creation of a spending plan.

**BACKGROUND:** SPA members' annual contributions provide for 1) a Property Program, and 2) a Liability Program of excess insurance purchases, for the benefit of the member districts/JPA's. The Schools Insurance Authority functions as the Managing Member per the JPA agreement. The Managing Member develops budgets, receives and disburses funds, signs contracts, and otherwise manages the financial operations of SPA.

At the inception of the SPA JPA, budgets for SIA Admin, Loss Control and Appraisals were developed. Budgeted revenues and matching expenses for SIA Admin and Loss Control are based on a TIV allocation as approved by the Board on the Contribution Allocation Exhibit schedule developed by Alliant. Appraisal budgets are based on projected appraisal costs unique to each member. Starting with the 2023/24 year, SPA began budgeting for administrative costs to cover professional services costs, including audits, actuary, legal, and board member activities, such as the annual strategic planning meeting. These administrative costs are budgeted and expended from the retained layer fund.

Draft budget assumptions were presented to the SPA Board on May 12, 2025 for consideration. Since then, the SPA Board met on May 28<sup>th</sup> and provided direction regarding:

- Alliant to further explore acquiring excess coverage from the APIP (Alliant Property Insurance Program).
- Alliant continues to bring CCSA into the SPA JPA to obtain APIP coverage via SPA

The following Budget Assumptions are now presented as the Proposed Budget for 2025/26 program year.

**Budget Recommendation:**

- Retained Layer Deposit, Loss Control revenues, and Excess insurance revenues (and expenses) are expected to increase with the addition of CCSA
- SIA Admin, Claims Coordination and Other Admin are budgeted at the same levels as last year plus increases as described
- Loss Control & Appraisal funds will be budgeted final after the move to APIP
- Final allocation of revenues and certain expenses will be budgeted as approved by the Board.



**RECOMMENDATION:**

- Approve the Budget Recommendations, pending final Excess/Re-insurance quotes (liability & property) and the Contribution Allocation Exhibit to be finalized by Alliant, all per Board approval.

**ATTACHMENTS: Budget Assumptions follow:**
**SPA Budget Recommendations 2025-26**

Budget Item		25/26 Budget Proposal	24/25 Approved Budget	Change	Comments & Recommendations
Revenues	Retained Layer Deposit	\$ 4,000,000	\$ 3,000,000	\$ 1,000,000	Estimate with CCSA addition. Continue to fully fund the retained layer. Allocation per funding model/allocation to be approved.
	Excess/Re-insurance Contributions (Liability & Property)	Property \$22,202,941; Liability unknown	unknown at adoption	\$ -	Estimate including CCSA addition, APIP estimate & APD. Allocation consistent with funding allocation to be approved.
	Other Admin Contribution - Prof Services & Board Activities	\$ 62,000	\$ 30,000	\$ 32,000	Increases in audit, actuarial & legal costs plus increase Board travel. Allocation pending approval.
	Admin Contribution - Managing Member	\$ 85,000	\$ 75,000	\$ 10,000	Increased cost (first time). Allocation pending approval.
	Admin Contribution - Claims Coordination	\$ 40,000	\$ -	\$ 40,000	Per new MOU with SIA. To be allocated same as SIA Admin Expense. Allocation pending approval.
	Admin Contribution - Loss Control & Appraisals	\$ 368,000	\$ 352,000	\$ 16,000	Combined estimate with CCSA addition. Loss Control & Appraisal budgets to be finalized after joining APIP. Allocation pending approval.
				\$ -	
	<b>Total</b>	<b>\$ 4,555,000</b>	<b>\$ 3,457,000</b>	<b>\$ 1,098,000</b>	
Expenses	Claims Expense	\$ -	\$ -	\$ -	Projection too speculative to make.
	Insurance Premiums	Property \$22,202,941; Liability unknown	unknown	\$ -	Pending quotes. Budget per final quotes/binding.
	Other Admin/Professional Services				
	Audit, Actuary, Legal, other...	\$ 46,000	\$ 26,000	\$ 20,000	Increased based on CY expenses & expected increases. Retained layer funded.
	Board Member Activities	\$ 16,000	\$ 4,000	\$ 12,000	Increased based on CY expenses, expected increases Board Chair travel per draft Bylaws. Retained layer funded.
	SIA Admin Expense (Managing Member)	\$ 85,000	\$ 75,000	\$ 10,000	Per proposed MOU included in Board Packet. Allocation Pending.
	Claims Coordination Expense	\$ 40,000	\$ -	\$ 40,000	Per new MOU with SIA. To be allocated same as SIA Admin Expense. Allocation Pending.
	Loss Control	\$ -		\$ -	Will be recorded as approved by JPA & member decisions.
	Appraisals	\$ -	\$ 390,000	\$ (390,000)	No appraisals are scheduled for this FY.
	<b>Total</b>	<b>\$ 187,000</b>	<b>\$ 495,000</b>	<b>\$ (308,000)</b>	No appraisals are scheduled for this FY.

## Item G.6.

**EXTENSION AND AMENDMENT OF  
PROGRAM ADMINISTRATION AGREEMENT****ACTION ITEM**

**ISSUE:** The Broker/Consultant Services Agreement with Alliant expires on June 30, 2025. The Agreement allows SPA to extend services for an additional two years. Alliant has prepared the attached Addendum C to the Agreement with the following changes proposed:

- Term – to be extended two years to June 30, 2027;
- Notices – Updated for Alliant’s current office address; and,
- Compensation – Commission not to exceed 10%.

**RECOMMENDATION:** The SPA Board of Directors is asked to review the proposed changes and take action as appropriate.

**FISCAL IMPACT:** Alliant’s compensation will be included in the premiums quoted to the Members.

**BACKGROUND:** When SPA was formed it was agreed that Alliant would be compensated from commissions paid by the Property Program insurers and reinsurers. Alliant’s commission compensation was intended to pay for services related to retail brokerage services and joint powers authority administration for SPA as a non-entity JPA. For the expiring Property Program commission is allocated:

- 5% each to Alliant and AmWINS for domestic and London placements; and,
- 10% to BMS for London placements.

With SPA transitioning to an entity JPA and joining the APIP program Alliant sees the following service changes:

- Increased intensity of JPA administration services to support entity JPA status; and,
- Assumption of Property Program modeling and pricing analytics work from AmWINS.

Alliant will continue to rebate any retail commissions received in excess of 10%

**ATTACHMENTS:**

1. Current Broker/Consultant Services Agreement
2. Proposed Addendum C Extension Agreement

## **BROKER/CONSULTANT SERVICES AGREEMENT**

**between**

**SCHOOLS PROGRAM ALLIANCE**

**AND**

**ALLIANT INSURANCE SERVICES, INC.**

---

### **I. PARTIES**

The PARTIES to this AGREEMENT are **Schools Program Alliance** (CLIENT) and **Alliant Insurance Services, Inc.** (BROKER/CONSULTANT).

### **II. AGREEMENT**

In consideration of the payments and agreements specified in the AGREEMENT, BROKER/CONSULTANT shall perform SERVICES pursuant to Section IV, SCOPE OF SERVICE.

### **III. DEFINITIONS**

When used herein, when capitalized, whether in the singular or in the plural, the following terms shall have the following meanings:

- A. BROKER/CONSULTANT – Alliant Insurance Services, Inc.
- B. CLIENT – Schools Program Alliance (SPA).
- C. AGREEMENT – This BROKER/CONSULTANT services agreement, including any written changes thereto, which were agreed upon by the PARTIES.
- D. COMPENSATION – Remuneration paid to BROKER/CONSULTANT as consideration within this AGREEMENT, which will be:
  - 1. COMMISSION – Remuneration paid by CLIENT's (re)insurance carriers (or excess pools) directly to BROKER/CONSULTANT.
- E. MANAGING MEMBER – The MEMBER of CLIENT designated by CLIENT to serve as MANAGING MEMBER
- F. MEMBER – All entities that are solicited and contracted for PROGRAMS offered and sponsored by CLIENT.
- G. PARTY – CLIENT or BROKER/CONSULTANT.

- H. PROGRAM – The lines of Insurance coverages placed on behalf of CLIENT set forth in **Addendum A** and SERVICE provided under the scope of this Agreement.
- I. SERVICE – Any and all obligations of BROKER/CONSULTANT to be performed pursuant to the AGREEMENT.
- J. KEY PERSONNEL – Those individuals on the Account Service Team, listed in **Addendum B** attached hereto, responsible for the BROKER/-CONSULTANT marketing role provided for under Section IV, SCOPE OF SERVICE.

#### IV. SCOPE OF SERVICE

BROKER/CONSULTANT shall, as respects the PROGRAMS identified in **Addendum A** attached hereto, at CLIENT's request, perform the following SERVICES:

- A. Develop and recommend to CLIENT insurance and other risk financing or loss funding PROGRAMS, techniques and methods whenever they will benefit CLIENT.
- B. Develop underwriting information, structure offerings to insurers and secure, when reasonably available, a PROGRAM as desired by CLIENT with financially acceptable insurance companies or other pooling programs providing the balance of coverage scope, cost and services selected by the CLIENT.
- C. Design insurance wording for PROGRAM contracts to meet the specific needs of CLIENT.
- D. Review marketing plan with CLIENT prior to approaching insurers on any PROGRAM.
- E. Review insurance policies, binders, certificates and other documents related to the PROGRAM for accuracy and obtain revisions in such documents when needed.
- F. Monitor the PROGRAM to assure its continuing balance of coverage scope, cost, service and stability.
- G. Prepare written reports to CLIENT management to include:

1. Reports as needed of pending rate, coverage or renewal expectations including significant changes in the financial status of major insurers, reinsurers and other entities providing services for PROGRAM. At least ninety (90) days prior to PROGRAM anniversary, a written report stating anticipated renewal terms and conditions and other indications of market conditions, trends and anticipated changes; and
  2. Not more than ninety (90) days after renewal, comprehensive annual summary report outlining the PROGRAM for use in the CLIENT Annual Report. Such report shall contain the following information:
    - a) Recapitulation of PROGRAM'S cost for current and preceding years.
    - b) Summary of coverages and other PROGRAM terms and conditions, including any coverage not purchased through the BROKER/-CONSULTANT.
- H. Provide additional brokerage services as agreed upon by the PARTIES.
- I. Evaluate the financial status and service capabilities of the insurers affording coverage or making quotations of coverage under the PROGRAM, based upon the available data. CLIENT recognizes and agrees that BROKER/CONSULTANT is not responsible for any change in the financial condition of any insurance carrier.
- J. Deliver binders or other evidences of insurance within ten (10) calendar days after the placement of any insurance under the PROGRAM to be effective until such time as the policy or policies for the placement are received by CLIENT from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier.
- K. Use best efforts to secure a correct policy or policies within sixty (60) days of placement of any insurance under the PROGRAM.
- L. Issue all certificates of insurance in order to meet the needs of the CLIENT's members, in accordance with the standards, procedures and specifications set by the CLIENT.
- M. Maintain the property schedule of values for CLIENT's members.
- N. Prepare and maintain agendas, meeting materials, meeting arrangements, meeting notes and an annual calendar for all SPA Board of Directors, standing committees, ad hoc committees and task groups.
- O. Record, prepare, maintain and timely distribute minutes of all CLIENT Board of Directors, standing committees, ad hoc committees and task groups.

- P. Record, prepare and maintain resolutions adopted by the CLIENT Board of Directors and committees.
- Q. Work with CLIENT committees and coordinate the activities of the committees.
- R. Develop and maintain the program manuals for each CLIENT program.
- S. Administer CLIENT PROGRAMS in conformance and compliance with the accreditation standard of the California Association of Joint Powers Authorities (“CAJPA”) to the extent and degree the CLIENT Board of Directors determines that standard is applicable.
- T. In conjunction and consultation with CLIENT’s MANAGING MEMBER develop an annual CLIENT budget and assist CLIENT’s MANAGING MEMBER accounting in producing invoices for billing CLIENT MEMBERS.
- U. Prepare rating and dividend calculations for CLIENT’s self-insured programs and allocate costs in compliance with CLIENT’s adopted program rating methodology, policies and procedures.
- V. Provide analysis and review, as needed, of CLIENT’s adopted program rating methodology, policies and procedures and make recommendations as warranted.
- W. Issue, modify as directed, and maintain CLIENT’s memoranda of coverage forms and policy forms.
- X. Assist, to the extent necessary, with annual financial audits conducted by CLIENT MEMBERS’ retained auditors.
- Y. Attend meetings at MEMBERS’ sites and attend CLIENT-related meetings and conferences as requested and necessary.
- Z. Produce all CLIENT general communications as directed by CLIENT.
- AA. Monitor loss reports prepared for CLIENT’s programs.
- BB. Assist in the development of new programs to the extent such programs fall within BROKER/CONSULTANT’s expertise and available resources.
- CC. Coordinate loss control and property appraisal services as directed by CLIENT.
- DD. Assist and advise CLIENT MEMBERS regarding contractual terms and provisions addressing insurance and insurance coverage related to CLIENT’s PROGRAMS.

- EE. Serve as a central “clearing house” and custodian of records for the dissemination and retention of CLIENT administrative and operational documents, information and other materials.
- FF. Provide PROGRAM claims assistance and advocacy to CLIENT MEMBERS.

## V. COMPENSATION

With respect to the PROGRAMS identified in **Addendum A** and the SERVICES specified in Section IV, SCOPE OF SERVICE, it is agreed that BROKER/CONSULTANT shall receive COMMISSIONS in an amount identified in **Addendum A** for the relevant lines of coverage.

### A. Disclosures.

1. **Transparency and Disclosure.** During the time of this AGREEMENT, BROKER/CONSULTANT will annually disclose any commissions received by BROKER/CONSULTANT or any affiliated company in connection with any insurance placements on behalf of CLIENT under the BROKER’s “Transparency and Disclosure” policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its CLIENTs. In addition, Alliant’s conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant’s and/or CLIENT’s.
2. **Other Alliant Services.** In addition to the COMPENSATION that BROKER/CONSULTANT receives, its related entity, Alliant Specialty Insurance Services (“ASIS”) and its underwriting operations, Alliant Underwriting Services (“AUS”) may receive compensation from BROKER/CONSULTANT and/or a carrier for providing underwriting services. The financial impact of the compensation received by AUS and/or ASIS is a cost included in the premium. Compensation received by AUS and/or ASIS will be disclosed in writing to CLIENT and is agreed to by CLIENT as part of the premium. CLIENT further acknowledges that BROKER/CONSULTANT and ASIS maintain an arm’s length relationship. CLIENT understands that while BROKER/CONSULTANT represents CLIENT as an individual entity, AUS and/or ASIS independently administers its program as a whole and not on behalf of any particular member.



The amount of compensation to be received by ASIS will be disclosed in writing to CLIENT and is agreed to by CLIENT as part of the premium.

Additionally, the related entity of Alliant Business Services (ABS) may receive compensation from BROKER/CONSULTANT and/or a carrier for providing designated, value-added services. Services contracted for, by the CLIENT directly, will be invoiced accordingly. Otherwise, services will be provided at the expense of BROKER/CONSULTANT and/or the carrier.

3. **Non-Compete.** BROKER/CONSULTANT agrees that, for a period of two years following the TERMINATION of this AGREEMENT, it will refrain from soliciting CLIENT Members from PROGRAMS.

## **VI. TAXES & FEES, THIRD PARTY BROKERS AND INDIRECT INCOME**

- A. **Surplus Lines Fees and Taxes:** In certain circumstances, placement of insurance services made by BROKER/CONSULTANT on behalf of CLIENT, with the prior written approval of CLIENT, may require the payment of surplus lines assessments, taxes and/or fees to state regulators, boards and associations. Such assessments, taxes and/or fees will be charged to CLIENT and identified separately on invoices covering these placements. CLIENT shall be responsible for all such assessments, taxes and fees, whether or not separately invoiced. BROKER/CONSULTANT shall not be responsible for the payment of any such fees, taxes or assessments, except to the extent such fees, taxes or assessments have already been collected from CLIENT.
- B. **Third Party Brokers:** BROKER/CONSULTANT may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the CLIENT insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of BROKER/CONSULTANT (e.g., other companies of BROKER/CONSULTANT that provide services other than those included within the SCOPE OF SERVICES of this AGREEMENT), or may be unrelated third party brokers. Compensation to such third party brokers will be paid by the insurance company out of paid insurance premiums. Any such compensation to affiliates shall be disclosed in writing to CLIENT and is agreed to by CLIENT as part of the premium.

- C. **Indirect Income** includes such items as insurance carrier contingency arrangements. BROKER/CONSULTANT will not accept these compensation incentives from insurers, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business for any of the PROGRAMS placed on behalf of CLIENT within the scope of this AGREEMENT. Notwithstanding the foregoing, nothing in this AGREEMENT will preclude BROKER/CONSULTANT from recovering indirect income from insurers for those lines of insurance coverage placed on behalf of MEMBERS and/or CLIENT that are not within the scope of the PROGRAMS under this AGREEMENT.

## VII. PERSONNEL

BROKER/CONSULTANT agrees key personnel are responsible for performance of the designated functions for CLIENT as delineated in **Addendum B**. Should such personnel become unavailable to perform SERVICES for CLIENT, BROKER/CONSULTANT agrees to replace, as soon as practical, such personnel with personnel of comparable skills and experience as determined by CLIENT's evaluation and subject to CLIENT's right of refusal for any reason.

## VIII. TERM

The term of the AGREEMENT shall be effective from 12:00 a.m. July 1, 2020 and ending 12:01 a.m. June 30, 2025, (five years) unless cancelled pursuant to Section X, TERMINATION. CLIENT shall have an option to extend the AGREEMENT for two additional one-year periods, exercisable by CLIENT by notifying BROKER/CONSULTANT of such extension prior to the anniversary date. This AGREEMENT shall have an anniversary date each July 1st, for the purpose of reviewing compensation and optional extensions. This AGREEMENT supersedes and replaces all previous Agreements or Contracts.

## IX. NONASSIGNABLE

This AGREEMENT is binding upon the PARTIES hereto and their respective successors by merger, sale, consolidation or reorganization. The AGREEMENT is otherwise personal to the PARTIES and cannot be assigned or delegated without prior written consent of the other PARTY.

## **X. TERMINATION OF THIS AGREEMENT**

The AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days advance written notice delivered or mailed to the other PARTY. In the event of termination or expiration of this AGREEMENT, BROKER/CONSULTANT will assist CLIENT in arranging the transition to another broker, including, but not limited to, providing CLIENT with copies of all products, files, records, computations, quotations, studies and other data prepared or obtained in connection with this AGREEMENT, which copies shall become the permanent property of the CLIENT. Except for this transition assistance, BROKER/CONSULTANT's obligation to provide SERVICES to CLIENT will cease at 12:01 a.m. upon the effective date of termination or expiration.

## **XI. DISASTER RECOVERY/CONTINUITY**

BROKER/CONSULTANT agrees that it has a disaster recovery plan in place that is intended to secure, and if necessary, restore information physical and electronic data affected by a security breach, force majeure or natural disaster. In addition, BROKER/CONSULTANT will make commercially reasonable efforts to ensure that, at all times, it has a sufficient number of trained personnel on hand to meet its obligations under this AGREEMENT including in the event of a force majeure, natural disaster, or pandemic.

## **XII. NON-SOLICITATION**

BROKER/CONSULTANT agrees that, during the TERM of this AGREEMENT, BROKER/CONSULTANT'S personnel shall not purposely solicit MEMBERS from PROGRAMS on which they provide SERVICES. CLIENT understands and agrees that BROKER/CONSULTANT has offices, staff, clients, and prospects nationwide and nothing in this paragraph shall restrict it from responding to any request for proposal, or from otherwise providing services or products when asked by a MEMBER; provided, however, that BROKER/CONSULTANT must receive permission from CLIENT prior to providing services or products to a MEMBER in connection with any PROGRAM serviced by BROKER/CONSULTANT under this AGREEMENT. In addition, this paragraph shall not prohibit BROKER/CONSULTANT from engaging in general advertising, or marketing campaigns. Nothing in this paragraph shall be applied in a manner that violates any state or federal law or regulation.

### **XIII. ENTIRE AGREEMENT MODIFICATION.**

This AGREEMENT contains the entire agreement between the PARTIES and supersedes and replaces all previous agreements or contracts on the subject matter described herein. The AGREEMENT can be modified only by a written amendment signed by both PARTIES. This AGREEMENT shall be governed by the laws of the State of California without regard to any conflict of law provisions.

### **XIV. SEVERABILITY**

If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

### **XV. APPLICABLE LAW**

This AGREEMENT has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this AGREEMENT shall be determined and governed by the laws of the State of California.

### **XVI. RELATIONSHIP OF THE PARTIES.**

At all times and for all purposes, the relationship between the PARTIES is intended to be that of independent contractors and there is no intent to create a joint venture relationship, and any person representing BROKER /CONSULTANT, shall be an independent contractor to CLIENT, and the AGREEMENT shall not in any way be construed as a contract of employment between CLIENT and BROKER/CONSULTANT's agents. In addition, the PARTIES agree that, except as otherwise provided herein, CLIENT shall not be obligated for any expense incurred by BROKER/CONSULTANT in rendering SERVICES, or by engaging in any other transaction or conduct arising out of this AGREEMENT.

### **XVII. OWNERSHIP OF BOOKS AND RECORDS.**

The PARTIES shall each maintain normal business records related to all business generated under this AGREEMENT. Upon reasonable request, and subject to the confidentiality provisions set forth herein, the PARTIES may each obtain from the other copies of all policyholder documents, including but not limited to policies, binders, certificates, endorsements, underwriting data, loss data, and other statistical information in the other's possession, custody, or control with respect to all business generated under this AGREEMENT.

## **XVIII. WAIVER.**

No provision of this AGREEMENT shall be considered waived, unless such waiver is in writing and signed by the PARTY that benefits from the enforcement of such provision. No waiver of any provision in this AGREEMENT, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this AGREEMENT shall not in any way affect, limit, or waive a PARTY'S right under this AGREEMENT at any time to enforce strict compliance thereafter with every term and condition of this AGREEMENT.

## **XIX. HOLD HARMLESS AND IDEMNITY**

- A. In the event that BROKER/CONSULTANT, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, any provision of the AGREEMENT, or any written rule, regulation, policy, procedure or similar instruction under the PROGRAM, BROKER/CONSULTANT shall indemnify, defend, and hold CLIENT harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by CLIENT in connection with such conduct.
- B. In the event that CLIENT, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, or any provision of the AGREEMENT, CLIENT shall indemnify, defend, and hold BROKER/CONSULTANT harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by BROKER/CONSULTANT in connection with such conduct.

## **XX. INSURANCE REQUIREMENTS**

During the term of this Agreement, BROKER/CONSULTANT shall maintain the following insurance coverage and limits or the equivalent self-insurance coverage:

1. Professional Liability insurance with minimum limits of at least \$10 million per claim providing coverage for any errors and omissions that the BROKER/CONSULTANT or its agents may make resulting in financial loss to CLIENT.
2. Commercial General and Automobile Liability insurance with limits of at least \$1 million combined single limit per occurrence and in the aggregate for bodily injury and property damage. The policies are to contain, or be endorsed to contain the following provisions:

- a) CLIENT, its trustees, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the work or operations performed by the BROKER/CONSULTANT or on behalf of the BROKER/CONSULTANT, or “any auto,” whether owned leased, hired or borrowed by the BROKER/CONSULTANT.
  - b) For any covered claims related to this Agreement, the BROKER/CONSULTANT’s insurance coverage shall be primary insurance as respects CLIENT, its trustees, officers, employees, or volunteers. Any insurance or self-insurance maintained by CLIENT or any of its members shall be excess to the BROKER/CONSULTANT’s insurance and shall not contribute with it.
- 3. Workers’ Compensation coverage in compliance with the laws of the State of California, and Employers’ Liability insurance in the amount of at least \$1 million per accident or aggregate.
  - 4. Excess Liability of at least \$4 million per occurrence (and in the aggregate) coverage over General Liability, and Auto primary coverage.

Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled or non-renewed by BROKER/CONSULTANT, except with notice by certified mail, return receipt requested, given to CLIENT.

All insurance carriers providing the coverages required by this section shall have a financial rating of at least an “A-” published A.M. Best or an equivalent financial rating firm published reports will be used to confirm the insurance carriers’ rating, unless the BROKER/CONSULTANT has obtained the CLIENT’s written acknowledgment that an insurance carrier with a lower financial rating is permitted.

BROKER/CONSULTANT shall also provide to CLIENT certificates of insurance and copies of applicable endorsements evidencing the above coverages and limits, and will maintain these coverages during the term of this Agreement.

The failure of the BROKER/CONSULTANT to procure and maintain the required insurance does not negate the BROKER/CONSULTANT’s obligation under this Agreement to do so.

## **XXI. OBLIGATIONS OF CLIENT**

CLIENT agrees to cooperate with BROKER/CONSULTANT in the performance of BROKER/CONSULTANT's services by providing BROKER/CONSULTANT, upon request, with reasonable access to CLIENT's personnel and information, including providing complete and accurate information as to CLIENT's loss experience, risk exposures and any other pertinent information that BROKER/CONSULTANT requests. In addition, when known, CLIENT shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to BROKER/CONSULTANT. This reporting must be memorialized in writing and delivered to Alliant in accordance with the notice provisions below.

CLIENT shall promptly review coverage documents delivered by BROKER/CONSULTANT for consistency with CLIENT's specifications, and shall designate one or more Officers or Committees of CLIENT to receive and evaluate recommendations to the Officer(s) or Committee(s) of CLIENT having ultimate decision-making authority on such matters.

CLIENT shall pay agreed upon insurance, reinsurance and other costs (including premiums, taxes and fees) timely upon receipt of invoices from BROKER/CONSULTANT. BROKER/CONSULTANT shall not be responsible for payment of insurance, reinsurance and other costs until paid in full to BROKER/CONSULTANT by CLIENT or CLIENT's MEMBERS.

## **XXII. DISPUTE RESOLUTION**

Any dispute arising under the terms of this Agreement, which is not resolved within a reasonable period of time by authorized representatives of the BROKER/CONSULTANT and the CLIENT, shall be brought to the attention of the Chief Executive Officer (or designated representative) of the BROKER/CONSULTANT and the General Manager (or designee) of the CLIENT for joint resolution. At the request of either PARTY, the CLIENT shall provide a forum for discussion of the disputed item(s). If resolution of the dispute through these means is pursued without success, such dispute shall first be mediated before a neutral mediator selected by the parties. The mediation shall take place within forty-five (45) days of the impasse or as the parties may agree. If mediation is unsuccessful, the matter may be submitted to final and binding arbitration, upon agreement of both PARTIES, or either PARTY may elect to pursue any rights and remedies by legal action. Such arbitration shall be conducted under the auspices of, and in accordance with the procedures and rules of the California Arbitration Act (Code of Civil Procedure Sections 1280 through 1294). In any dispute arising out of or under the terms of this Agreement, the prevailing PARTY shall be entitled to recover its legal fees and costs including attorney fees from the other PARTY. Any such arbitration or legal action shall be venued in San Mateo County, California unless the PARTIES mutually agree in writing to another venue.

Despite an unresolved dispute, the BROKER/CONSULTANT shall continue without delay to perform its responsibilities under this AGREEMENT. The BROKER/CONSULTANT shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

### **XXIII. COPYRIGHT**

Any reports, documents or other materials produced in whole or in part under this AGREEMENT shall be the property of CLIENT and none shall be subject to an application for copyright by or on behalf of BROKER/CONSULTANT.

### **XXIV. CONFIDENTIALITY.**

- A. **CLIENT Information.** BROKER/CONSULTANT will not disclose to any third party any of CLIENT's confidential information, protected tangible or intangible property rights, intellectual property, or trade secrets ("CLIENT INFORMATION") that are obtained in the course of providing SERVICES to CLIENT, except in the furtherance of insurance brokerage, risk management, risk transfer, employee benefits or other insurance related SERVICES or products provided by BROKER/CONSULTANT to CLIENT, and only on condition that such insurers and financial institutions are informed of the confidential nature of such information. This information may include information relevant to the underwriting and/or evaluation of CLIENT's risks and the processing of claims.
  
- B. **Confidential Information.** The services and work product exchanged by the PARTIES under this AGREEMENT are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The PARTIES acknowledge that during the term of this AGREEMENT, they may each exchange information considered confidential, proprietary and/or trade secret including, without limitation, data, recommendations, proposals, reports and similar information, CLIENT INFORMATION (as defined above), and work product (collectively, "CONFIDENTIAL INFORMATION"). For purposes of this AGREEMENT, the party disclosing CONFIDENTIAL INFORMATION shall be called the DISCLOSING PARTY and the party receiving CONFIDENTIAL INFORMATION shall be called the RECIPIENT PARTY. The PARTIES understand and agree that they will not distribute, use, or rely upon CONFIDENTIAL INFORMATION received from the other without the permission of the DISCLOSING PARTY.
  - 1. **Ownership.** Except as otherwise provided in this AGREEMENT,



CONFIDENTIAL INFORMATION is and remains the absolute and exclusive property of the DISCLOSING PARTY and/or its affiliates, and is its unique and variable asset. Unless otherwise authorized by this AGREEMENT, no copies of CONFIDENTIAL INFORMATION shall be made without the written permission of the DISCLOSING PARTY. The PARTIES agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's CONFIDENTIAL INFORMATION to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such CONFIDENTIAL INFORMATION to others.

2. **Exclusions.** The following types of information shall not be considered confidential:

- a) Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this AGREEMENT;
- b) Information that is independently developed by either PARTY as demonstrated by the PARTY's records;
- c) Information that is disclosed by a third party whom the RECIPIENT PARTY has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information;
- d) Information that is required to be disclosed by law or judicial process, provided the disclosing party gives the non-disclosing party prior notice of subpoena or request for information so that the non-disclosing party can seek a protective order, or other appropriate injunctive relief;
- e) Services in connection with loss portfolio transfers and alternative risk financing;
- f) Establishment and administration of captive insurers; or,
- g) Non-recurring insurance placements involving significant quantitative or actuarial analysis or modeling, placements of risks with financial institutions other than insurance carriers, and placements of risks not customarily accepted by insurers.

C. **Reasonable Efforts.** The PARTIES agree to employ reasonable and customary business practices to protect and secure both CLIENT INFORMATION and CONFIDENTIAL INFORMATION from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents, and representatives who

“need to know” in order to provide the products and SERVICES under this AGREEMENT. The PARTIES further agree that those employees, officers, agents, and representatives who are privy to CLIENT INFORMATION and/or CONFIDENTIAL INFORMATION shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this AGREEMENT.

- D. **Survival.** The PARTIES agree that the obligations contained herein shall survive the termination of this AGREEMENT, for a period of two (2) years, or longer if required by applicable law. Nothing in this section limits or otherwise diminishes the protections afforded by applicable law to trade secrets or other proprietary information.

## **XXV. ETHICS AND CONFLICT OF INTEREST STATEMENT**

The BROKER/CONSULTANT understands and agrees that CLIENT desires to compare the cost of obtaining services or insurance products from BROKER/CONSULTANT against other viable and competitive options and expects that the BROKER/CONSULTANT will make its compensation agreements and revenue streams known to CLIENT, so as to provide CLIENT with a clear accounting of the costs of the placement of insurance services and products. The BROKER/CONSULTANT shall conduct its business so as to fulfill all legal and ethical requirements and standards of the industry and the State of California, and shall place the best interests of CLIENT ahead of any other concerns in the placement of insurance services and products. To this end, BROKER/CONSULTANT:

1. Warrants that it will adhere to its ethical obligations to CLIENT to deliver honest, competitive, and meaningful service and advice on the placement of any insurance products, services, or coverages, and to provide access to an open, fair, and competitive insurance market place;
2. Will exercise due diligence in making a full and complete disclosure of all quotes and declinations from all markets contacted for each specific line of coverage, including the date and time of contact, and the name, address, phone number and email address of the individual contact for each market;
3. Will make every good faith attempt to avoid even the appearance of a conflict of interest between the BROKER/CONSULTANT, CLIENT, and any provider of any insurance product or service, and will promptly notify CLIENT of any real or potential conflict of interest;
4. Agrees to provide to CLIENT a copy of BROKER/CONSULTANT’s own Ethics Statement or Code, or BROKER/CONSULTANT Compliance Statement, or to make such statements available on the BROKER/-CONSULTANT’s website;

5. Will require that all insurance carriers show any commission rates on their insurance policies and ensure those rates are known to CLIENT;
6. Acknowledges the mutual trust and confidence by both parties, and that all actions of the BROKER/CONSULTANT shall be for the specific benefit of the CLIENT and their programs as a whole.

## **XXVI. NOTICE**

All notices, requests, and other communications given under this AGREEMENT, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by email transmission. Except as otherwise provided herein, all notices, requests or communications under this AGREEMENT shall be addressed to the intended recipient as set forth below:

To CLIENT: SPA C/O SIA JPA  
P.O. Box 276710  
Sacramento, CA 95827  
Attn.: Martin Brady

To BROKER/CONSULTANT: Alliant Insurance Services, Inc.  
100 Pine Street 11<sup>th</sup> Floor  
San Francisco, CA 94111  
Attn: Daniel Howell

With a copy to: Alliant Insurance Services, Inc.  
701 B Street, 6<sup>th</sup> Floor  
San Diego, CA 92101  
Attn: General Counsel

## **XXVII. HEADINGS AND CONSTRUCTION.**

The PARTIES agree that the headings and sections of this AGREEMENT are used for convenience only and shall not be used to interpret the provisions herein. The PARTIES also agree that the terms of this AGREEMENT were jointly negotiated and each has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this AGREEMENT.

IN WITNESS WHEREOF, CLIENT and BROKER/CONSULTANT have hereby executed this AGREEMENT on this 26<sup>th</sup> day of June, 2020.

SCHOOLS PROGRAM ALLIANCE

By: Martin Brady  
Martin Brady, SPA Managing Member, SIA

ALLIANT INSURANCE SERVICES, INC.

By: D. L. Howell  
Daniel Howell, Sr. Executive Vice President

**ADDENDUM A**  
**To Service Agreement**  
**Programs Serviced**

BROKER/CONSULTANT agrees to provide SERVICES to the following PROGRAMS of CLIENT:

1. "All Risk" Property,
2. Boiler and Machinery,
3. Terrorism,
4. Automobile Physical Damage.

As COMPENSATION for providing SERVICES to the above PROGRAMS of CLIENT, BROKER/CONSULTANT shall be paid commissions not to exceed 5% of excess premiums for above PROGRAMS.

It is understood and agreed that CLIENT may obtain additional services from BROKER/CONSULTANT for additional PROGRAMS. CLIENT and BROKER/CONSULTANT shall agree in writing with the MANAGING MEMBER the SCOPE OF SERVICE and compensation in advance of BROKER/CONSULTANT's performance of additional services.

It is understood and agreed that MEMBERS of CLIENT may obtain additional services from BROKER/CONSULTANT for additional SERVICES. Such MEMBERS and BROKER/CONSULTANT shall agree in writing with the MEMBER the SCOPE OF SERVICE and compensation in advance of BROKER/CONSULTANT's performance of additional services.

**ADDENDUM B**  
**To Service Agreement**  
**Account Service Team**

For the purposes of this Agreement, the following individuals shall be designated by BROKER/CONSULTANT as members of the Account Service Team and shall be responsible for all matters relating to CLIENT's account (changes to the Account Team may be made upon mutual written agreement between the PARTIES and will not be unreasonably withheld). BROKER/CONSULTANT will notify CLIENT, in advance, of any change within the Account Team assigned.

BROKER/CONSULTANT agrees to provide an Account Team to SERVICE the following PROGRAMS of CLIENT that includes:

1. Daniel Howell, Senior Account Manager
2. Daniel Madej, Senior Account Manager

**ADDENDUM C**  
**To Service Agreement**  
**Extension of Term, Change of Notices, Change of Compensation**

Pursuant to Section VIII of the Broker/Consultant Services Agreement (AGREEMENT) dated June 26, 2020, CLIENT does hereby this ADDENDUM C agree to exercise CLIENT's option for two additional one-year terms. The term of this optional extension of this AGREEMENT shall be effective 12:00 AM on July 1, 2025 and ending on 12:01 AM on June 30, 2027.

The communication of NOTICES under Section XXVI is hereby amended to provide that notices shall be addressed to:

To CLIENT: SPA C/O SIA JPA  
P.O. Box 276710  
Sacramento, CA 95827  
Attn.: Brooks Rice, Managing Member, SIA

To BROKER/CONSULTANT: Alliant Insurance Services, Inc.  
560 Mission Street 6<sup>th</sup> Floor  
San Francisco, CA 94105  
Attn: Daniel Howell

With a copy to: Alliant Insurance Services, Inc.  
701 B Street, 6<sup>th</sup> Floor  
San Diego, CA 92101  
Attn: General Counsel

Addendum A to this AGREEMENT is amended to provide as COMPENSATION for providing SERVICES to the PROGRAMS of CLIENT, BROKER/CONSULTANT shall be paid COMMISSIONS not to exceed 10% of insurance and reinsurance premiums for PROGRAMS administered by BROKER/CONSULTANT and not including the Liability Program administered by another broker/consultant firm.

**IN WITNESS WHEREOF**, CLIENT and BROKER/CONSULTANT have hereby executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SCHOOLS PROGRAM ALLIANCE

By: \_\_\_\_\_  
Cindy Wilkerson, SPA Chair

ALLIANT INSURANCE SERVICES, INC.

By: \_\_\_\_\_  
Daniel Howell, Sr. Executive Vice President



**Item H.1.**

**PROPERTY PROGRAM**

**2025 PROPERTY (AND APD) RENEWAL UPDATE**

**ACTION ITEM**

**ISSUE:** The Board will review the updated APIP positions, including CCSA. The Board will also review the comparison of APIP limits/sublimits vs SPA's in-force limits/sublimits.

**RECOMMENDATION:** The Board is asked to take action to admit CCSA to the SPA Property Program, delegate authority to the SPA Chair to bind coverage, and direct the Program Administrator to develop a revised SPA Property Program MOC that follows the APIP reinsurance policy, subject to the SPA specific endorsements for vacancy and high hazard wildfire coverage limitation.

**FISCAL IMPACT:** Renewal costs per Member

**BACKGROUND:** We continuously review renewal topics with the SPA Board beginning at the data collection phase (December) through the binding phase (June). These discussions are meant to share updates on data collection, submission construction/release, modeling outputs/insights, market discussions/indications/quotes updates and any other program knowledge during the program placement phase starting in December 2024. This, of course, will include any topics expected to impact the renewal.

Up to this point, we have completed:

- 1- Data Collection, including SIA appraisals for the FINAL SOV
- 2- CoreLogic Wildfire Risk Scores
- 3- Various open market estimates
- 4- APIP option review
- 5- CCSA impact into program

**ATTACHMENTS:**

1. SPA Renewal Expiring vs APIP
2. Expiring SPA Property Form vs APIP Proposed for 7 1 25

## SPA Renewal Expiring vs APIP

Member	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Limit		All Risk Deductible		Wildfire Deductible		Total Cost				Cost Change			
	Expiring	APIP	Expiring	APIP	Expiring	APIP	Expiring w CCSA	APIP w CCSA	Expiring x CCSA	APIP x CCSA	With CCSA (\$)	With CCSA (%)	X CCSA (\$)	X CCSA (%)
Butte	\$150 MM	\$500 MM	\$250 K	\$250 K	\$5 MM	\$2.5 MM	2,639,330	1,555,946	2,639,330	1,537,594	-1,083,384	-41%	-1,101,737	-42%
NBSIA	\$150 MM	\$500 MM	\$250 K	\$250 K	\$250 K	\$250 K	2,904,131	2,520,686	2,904,131	2,474,994	-383,445	-13%	-429,138	-15%
RESIG	\$150 MM	\$500 MM	\$250 K	\$250 K	\$2.5 MM	\$250 K	5,366,716	4,566,699	5,366,716	4,492,852	-800,017	-15%	-873,864	-16%
SIA	\$150 MM	\$500 MM	\$250 K	\$250 K	\$250 K	\$250 K	6,891,906	7,022,120	6,891,906	6,838,272	130,215	2%	-53,634	-1%
SIG	\$150 MM	\$500 MM	\$250 K	\$250 K	\$250 K	\$250 K	5,470,618	4,666,445	5,470,618	4,593,735	-804,174	-15%	-876,883	-16%
CCSA	\$200 MM	\$500 MM	\$250/\$500 K	\$250 K	\$ 5 MM	\$ 2.5 MM	6,826,209	6,146,295	18,982	17,738	-679,914	-10%	-1,244	0%
					Total Cost w/ CCSA:		\$30,098,911	\$26,478,191			-3,620,720	-12%		
					Total Cost Without CCSA:				\$23,291,684	\$19,955,185			-\$3,336,499	-14%

### Notes:

- 1 APIP increases Flood sublimit to \$10 million for high hazard (A/V ) zones, reduces deductible for high hazard flood.
- 2 CCSA expiring has split deductible for water damage (\$500K) and AOP (\$250K)
- 3 APIP Cost includes Boiler, ADW and APIP Pollution (For CCSA, APIP Cyber and APIP APD are also included)
- 4 Butte Schools normalized for expiring cost of renewing members moving into SIA.

Existing SPA Members compare to May 28th		
	May 28th	June 9th W. CCSA
Butte	1,589,191	1,555,946
NBSIA	2,540,580	2,520,686
RESIG	4,621,751	4,566,699
SIA	6,957,190	7,022,120
SIG	4,728,551	4,666,445
<b>Total</b>	<b>20,437,262</b>	<b>20,331,896</b>

<b>SPA Property Program</b> <b>High Level Comparison of Coverage Sublimits</b> <b>Expiring SPA Form to APIP</b>		
	<b>PY 2024/2025</b>	<b>PY 2025/2026</b>
<b>Coverage Item</b>	<b>Expiring SPA Form</b>	<b>Proposed APIP Form</b>
<b>Limit of Coverage</b>	\$150 Million	\$500 million
<b>Sublimits:</b>		
Business Interruption	\$50 million	\$100 million
Extra Expense	\$30 million	\$50 million
High Hazard Flood	\$5 million	\$10 million
All Other Flood	\$10 million	\$10 million
Earthquake	No coverage	No coverage
Automatic acquisition	\$25 million	\$25 million
Unscheduled Outdoor Property	\$2.5 million	\$1 million
Per tree/shrub	\$50 K	\$25 K
Electronic Data Processing	\$10 million	\$10 million
Course of Construction (SPA term)	\$5 million	\$5 million
Unscheduled Fine Arts	\$2.5 million	\$2.5 million
Accidental Contamination	\$1 million	\$250 K
Unscheduled Infrastructure	\$1 million	\$750 K
Code and Ordinance	Included in limit	\$50 million
Expediting Expense	Included in limit	\$ 50 million
Offsite Utility Interruption	\$25 million	\$25 million
Claims Preparation	\$1 million	\$1 million
Personal Property of others	\$1 million	No sublimit
Master Key Replace	\$ 100 K	No sublimit
Money and Securities	\$10 million	\$500 K
Extended period of Indem.	180 days	180 days
Civil Auth. (10 mile radius/30 day)	\$2.5 million	\$100 million
Ingress Egress (10 mile radius /30 day)	2.5 million	\$100 million
Vacant Property (Spa term)	\$500 K	\$500 K
Core Logic over 80 Wildfire score (SPA term)	225% reported value	225% reported value
Boiler & Machinery	\$150 million	\$100 million
Terrorism	\$50 million	\$100 million / \$200 million agg.
<b>Deductibles:</b>		
Basic Deductible	\$250 K	\$250K
First retained Corridor	\$250K / \$1 million agg.	\$250K / \$1 million agg.
Second retained Corridor	\$2 million agg.	\$3 million agg.
Wildfire Butte	\$5 million	\$2.5 million
Wildfire RESIG	\$2 million	\$250 K
Wildfire CCSA	\$5 million	\$2.5 million
Wildfire NBSIA, SIA, SIG	\$250 K	\$250 K

**Item H.2.**

**ALLIANT DEADLY WEAPONS RESPONSE PROGRAM FY 25/26**

**ACTION ITEM**

**ISSUE:** Attached is the Alliant Deadly Weapons Response Program renewal proposal for SPA. This year, a significant program enhancement is being included, however this year’s renewal also presented some challenges due to the uptick in deadly weapon events not only at SPA, but across the deadly weapon insurance space. For this reason, for one school district, Santa Rosa City Schools, a limitation of cover is being implemented by underwriters. This is discussed in the “Background” section of this item.

**RECOMMENDATION:** Staff recommends that the Board direct staff to bind the proposed coverage in keeping with the proposal.

**FISCAL IMPACT:** The following depicts the year over year cost/exposure change:

	2024	2025	Change	
Total Insurable Values*	19,056,074,577	19,117,826,564	61,751,987	0.32%
Premium (sans T&F)	131,954	145,556	13,602.00	10.31%
Rate Per Hundred	0.00069	0.00075	0.0000554	8.00%

\*Note that TIV is used for illustration purposes as a basis for determining rate, however any changes in TIV do not necessarily equate to a dollar for dollar change in premium.

**BACKGROUND:** The existing program includes coverages associated with a “deadly weapons event” including crisis risk services. The enhancement to cover recently implemented for the ADWRP, grants crisis risk services on what could be termed an “*all risk*” basis, i.e. crisis situations that arise from other circumstances. This would be best described as any “business unusual” event that creates a crisis situation for the insured. Such events typically involve interactions with the press and constituents, where anger and blame may exist, or the concern of harm exists in the future. An event need not be catastrophic in nature, trigger any insurance coverage at all, or lead to a demand for compensation. The ADWRP event responder, CrisisRisk, will now offer guidance on how to prevent a perceived crisis from occurring, or assist in mitigating impacts if a “business unusual” event has occurred.

Sublimits are as follows:

20 hours	Of crisis advisory services for each crisis event or crisis circumstance and for counselling services unrelated to a gun event or threat.
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\$50,000 Each and every crisis event and/or crisis circumstance unrelated to a gun even or threat and USD 200,000 in the annual policy aggregate. Such expense is additionally sub-limited to an amount of USD 10,000 for each eligible person and each of their immediate family member(s). The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy Aggregate Limit stated in the declarations.

\$10,000 At our sole and entire discretion each and every crisis event and/or crisis circumstance and USD 50,000 in the annual policy aggregate, in the process of responding to the crisis event or crisis circumstance we will consider other expense costs not listed above.

As respects the premium change, an increase in deadly weapon events has warranted an increase in program rates. Further, several events at Santa Rosa City Schools has caused underwriter concern, so some of the premium increase can be attributed to specific claim activity located within this district. For this reason further, underwriters are imposing what can be labelled a “cooling off period” whereby coverage for this district would be limited to crisis management consulting services until such time that specific actions that have been proposed are implemented. An endorsement would be added to the SPA policy to effectuate.

Finally, a suggested premium allocation among SPA members is as follows:

Client	2025 Data		
	2025 TIV at 4/30	2025 Rate Per Hundred	2025 Premium
Butte Schools Self-Funded Programs	431,652,687	0.000761	3,286
North Bay Schools Insurance Authority	2,249,081,764	0.000761	17,124
Redwood Empire Schools Insurance Group	3,190,065,083	0.000761	24,288
Schools Insurance Authority	10,457,786,581	0.000761	79,622
Schools Insurance Group	2,789,240,449	0.000761	21,236
<b>SPA Group Total:</b>	19,117,826,564	0.000761	145,556

**ATTACHMENTS:** Alliant Deadly Weapons Response Program - Proposal 2025-26 (to follow)



## Schools Program Alliance

**2025 - 2026**

# Alliant Deadly Weapon Response Program (ADWRP) Proposal

Issued on May 29, 2025

Alliant Insurance Services, Inc  
18100 Von Karman Avenue 10<sup>th</sup> Floor  
Irvine, CA 92612  
O (949) 756-0271  
CA License No. 0C36861

## ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL

<b>INSURED</b>	Schools Program Alliance
<b>INSURANCE COMPANY:</b>	Underwriters at Lloyd's of London
<b>LLOYD'S CONSORTIUM:</b>	Deadly Weapon Protection Consortium 9492 Comprising 100%: 72.0000% Lloyd's Syndicate 2623 AFB 28.0000% Lloyd's Syndicate 0623 AFB
<b>A.M. BEST RATING:</b>	A (Excellent) XV; Greater than \$2,000,000,000
<b>STANDARD AND POOR'S RATING:</b>	A+, Strong Financial Security
<b>STATE LICENSE STATUS:</b>	Non-Admitted
<b>POLICY TERM:</b>	July 1, 2025 – July 1, 2026
<b>COVERAGE FORM:</b>	Claims Made & Reported
<b>COVERAGE TYPE:</b>	Liability to Insured Person(s), Property Damage, Crisis Management Services for events occurring at a location appearing on your Schedule of Values on file with Alliant Insurance Services, Inc.
<b>LIMITS:</b>	
Each and Every Deadly Weapon Event including Claim Expenses	\$ 500,000
Annual Aggregate (Shared by Members of Pool/JPA)	\$ 2,500,000
<b>RETENTION:</b>	\$10,000 Each and every Deadly Weapon Event including Claims Expenses  \$2,500 for Counseling Services within Crisis Management Service Endorsement
<b>RETROACTIVE DATE:</b>	7/1/2022
<b>PRE-EVENT SERVICES (AVAILABLE):</b>	<ul style="list-style-type: none"><li>• Deadly Weapon Protection Webinars</li><li>• Deadly Weapon Post-Underwriting Consultation</li><li>• California SB 553 Toolkit (if applicable)</li></ul>

## ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

### SUB-LIMITS:

(Each Sublimit is part of the Overall Limit of Liability and not in addition to it)

\$	250,000	Crisis Management Services
\$	250,000	Counseling Services (\$15,000 per person maximum)
\$	250,000	Funeral Expenses (\$15,000 per person maximum)
\$	250,000	Business Interruption
\$	250,000	Demo/Clearance/Memorialization (\$10k Mem.)
\$	250,000	Extra Expense
\$	250,000	Extra Expense Extension for Threat Endorsement
	\$25,000,000	Automatic Acquisitions
	\$10,000,000	Errors and Omissions
	\$25,000,000	90 Day Reporting Provisions
\$	500,000	Transit Extension – Bus, Coach, Train owned by insured and reported on schedule
\$Non Declared		Educational Offsite Coverage
\$Non Declared		Offsite Coverage (Event Responder Fees only)
\$	25,000	Per Person for Medical Expenses with a \$500,000 annual aggregate
\$	50,000	Per Person Deadly Weapon Death and Dismemberment with a \$500,000 annual aggregate
	20 hours	Crisis Advisory Services for each crisis event or crisis circumstance and for counselling services involving events unrelated to a deadly weapon event
\$	50,000	Each and every crisis event and/or crisis circumstance unrelated to a gun even or threat and 200,000 in the annual policy aggregate. Such expense is additionally sub-limited to an amount of \$10,000 for each eligible person and each of their immediate family member(s). The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy Aggregate Limit stated in the declarations.
\$	10,000	At our sole and entire discretion each and every crisis event and/or crisis circumstance and \$50,000 in the annual policy aggregate,



**ENDORSEMENTS:** (Including But Not Limited To)

- Liability to Insured Person(s)
- Property Damage
- Medical Expenses
- Deadly Weapon Death & Dismemberment
- Crisis Management Services
- Circumstance Extension
- Counselling Services
- Funeral Expenses
- Crisis Advisory Services
- Premium Payment Clause
- Lloyd's Privacy Policy Statement
- Sanction Limitation & Exclusion Clause
- Notice of Terrorism Insurance Coverage
- Other Insurance Clause: Primary
- Crisis Management/Event Responder Fees do not erode policy limits
- Crisis Services Provided by CrisisRisk:  
<https://www.crisisrisk.com/>

**GENERAL EXCLUSIONS:**  
(Including But Not Limited To)

- Any vehicle not defined as a road vehicle
- Any weapon mounted (or designed to be mounted) on a vehicle
- Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone
- Loss of market, loss of use or any other consequential loss
- Confiscation, nationalization, requisition or destruction of or damage to property by government, public or local authority
- Criminal, dishonest, fraudulent or malicious conduct
- Ionizing radiations or contamination by radioactivity from nuclear waste or fuel
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, assembly or component
- Any weapon or device employing atomic or nuclear fission, fusion or other like reaction or force or matter
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

**SPECIFIC EXCLUSIONS RELATING TO  
LIABILITY TO INSURED PERSON(S):**

(Including But Not Limited To)

- Chemical, biological, bio-chemical or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a deadly weapon event.
- Named Insured's recklessness or deliberate misconduct
- Strikes, labor unrest, riots or civil commotion
- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.
- The transmission or alleged transmission of a communicable disease or the fear or threat (whether actual perceived) of a communicable disease
- Swatting and any other fictitious event or hoax
- Injury or death to those who provide services directly to insured or on insured's behalf in connection with business (ie. leased temporary, statutory, seasonal, borrowed, contracted or subcontracted employees
- Any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law
- Employment Practices Liability related claims
- Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by your directors or officers, individually or collectively, in the discharge of their duties solely in their capacity as directors or officers.
- Euthanasia, mercy killing(s), and suicide
- Any claim or claims made by, or on behalf of, any assailant, including any Medical Expense claims
- Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual bodily injury has occurred to the claimant.
- Any affiliate, subsidiary or joint venture insured under this insurance making a claim or claims against any other affiliate, subsidiary or joint venture insured under this Policy.
- Loss, injury or damage arising from goods or products which you have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.
- Any liability arising out of property damage

**SPECIFIC EXCLUSIONS RELATING TO  
PROPERTY DAMAGE:**

(Including But Not Limited To)

**SPECIFIC EXCLUSIONS RELATING TO  
BUSINESS INTERRUPTION:**

(Including But Not Limited To)

- Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Events at locations specifically leased or loaned by insured to any other entity to host a permitted event planned and ticketed for with more than 2,500 attendees, except with prior written agreement. Additional premium may apply.
- Land or land values
- Aircraft, watercraft or any vehicle licensed for highway use
- Animals
- Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of insured property), jewelry, furs, fine arts and antiques
- Electronic Data
- Any property in Transit not at the locations insured
- Increase in loss caused by suspension, lapse, cancellation of any lease, license, contract or order, unless loss results directly from the insured Interruption of Business
- Increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the Location(s), except to the extent specifically insured by this Endorsement and provided that such loss results directly from the insured Interruption of Business
- Fines, penalties, or Damages incurred by, or imposed upon, the Named Insured at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a Deadly
- Weapon Event or otherwise.
- Physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the Named Insured, or any such property owned by others in the Named Insured's care, custody or control, whether or not resulting from or in connection with an Deadly Weapon Event

## ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

<b>ANNUAL PREMIUM:</b>	<div> <div>\$145,556.00</div> <div>Premium</div> </div> <div> <div>\$ 4,366.68</div> <div>Surplus Lines Taxes</div> </div> <div> <div>\$ <u>262.00</u></div> <div>Surplus Lines Fees</div> </div> <div> <div><b>\$150,184.68</b></div> <div><b>Total Cost</b></div> </div>
<b>DEFENSE INSIDE/OUTSIDE THE LIMITS:</b>	Inside
<b>MINIMUM EARNED PREMIUM:</b>	25% Minimum Earned Premium
<b>PROPOSAL VALID UNTIL:</b>	No expiry date, however, insurers may withdraw it at any time without notice.
<b>CLIENT SCHEDULE TOTAL:</b>	\$19,397,923,670
<b>SUBJECTIVITIES:</b>	<ul style="list-style-type: none"> <li>Completed and Signed Request to Bind Coverage Form (See last page)</li> <li>Completed and Signed Surplus Lines Document(s) (If applicable)</li> <li>Complete Schedule of Values on file to share with the carrier. <ul style="list-style-type: none"> <li>If the binding Schedule of Values fluctuates by 20% in either direction than what was quoted the premium may be adjusted.</li> </ul> </li> <li>No known or reported losses or incidents likely to give rise to a claim over the last 12 months.</li> <li>Payment is required 20 days prior to the settlement due date of 60 days from inception to enable us to pay insurers in a timely manner. If payment is not received by insurers on this date they may issue notice of cancellation of coverage. In the event of cancellation for non payment of premium, the time on risk premium will be due and payable, calculated at pro rata from inception to the date cancellation is effective.</li> </ul>

**See Disclaimer Page for Important Notices and Acknowledgement**

## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

## Other Disclosures/Disclaimers

### FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

## Other Disclosures / Disclaimers - Continued

### Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy

*(Applicable to any coverage that is identified as claims made)*

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which 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:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.***



## Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

Servicer - Remove any coverage lines that are currently insured.

### Target Coverages

	Yes	No
<b>CRIME</b>		
Employee Dishonesty	<input type="checkbox"/>	<input type="checkbox"/>
Computer Fraud	<input type="checkbox"/>	<input type="checkbox"/>
Social Engineering	<input type="checkbox"/>	<input type="checkbox"/>
Increased Limits	<input type="checkbox"/>	<input type="checkbox"/>
<b>CYBER RISK</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MANAGEMENT LIABILITY</b>		
Directors & Officers Liability	<input type="checkbox"/>	<input type="checkbox"/>
Employment Practices Liability	<input type="checkbox"/>	<input type="checkbox"/>
Fiduciary Liability	<input type="checkbox"/>	<input type="checkbox"/>
<b>UMBRELLA / EXCESS LIABILITY</b> (Increased Liability Limits)	<input type="checkbox"/>	<input type="checkbox"/>
Selecting the "Reject All or Accept All" option will override any selections you have made above	<input type="checkbox"/> Reject All <input type="checkbox"/> Accept All for Consideration	

Signature of Authorized Insurance Representative

Date

Title

Printed / Typed Name

## Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

## Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance policies:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

## Request to Bind Coverage

### Schools Program Alliance

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.  
We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Annual Premium	Bind	Decline
<b>DEADLY WEAPON RESPONSE PROGRAM JULY 1, 2025-JULY 1, 2026</b>			
<b>Occurrence Limit \$500,000/ Annual Aggregate (Shared by Members of Pool/JPA) \$2,500,000</b>	<b>\$150,184.68</b>	<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

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**Signature of Authorized Insurance Representative**

---

**Date**

---

**Title**

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**Printed / Typed Name**

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.***

**Item H.3.****POLLUTION****INFORMATION ITEM**

**ISSUE:** The SPA Board is asked to consider pollution coverage for FY 25/26.

**RECOMMENDATION:** The Board shall consider and provide direction to the Program Administration to consider APIP Pollution coverage.

**FISCAL IMPACT:** Unknown at this time.

**BACKGROUND:** One of the Strategic Planning items was to explore the potential to add Pollution coverage to the list of policies under the SPA JPA. After discussions with the SPA Board it has been noted that APIP provides Pollution coverage without need to complete an application.

**ATTACHMENTS:** None.

**Item H.4.****STUDENT ACCIDENT PROGRAM****ACTION ITEM**

**ISSUE:** At the February 10, 2025 meeting, the Board received a presentation on Student Accident Insurance underwritten by Chubb and provided via a partnership of Alliant & Meyers-Stephens. Schools use the “no fault” SAI coverage as a way to prevent litigation from students injured during school related activities, including athletics and field trips. At today’s meeting the Board will be presented cost options for this potential additional coverage.

**RECOMMENDATION:** It is recommended that the Board review and discuss the coverage proposal and take action or provide direction as appropriate.

**FISCAL IMPACT:** The cost of this coverage would be a pass through to the participating members.

**BACKGROUND:** Members have requested presentation of a number of coverage and service options as part of the most recent strategic plan, including MROCIP, Student Accident Insurance, and pollution coverage. Alliant has developed a Student Accident Insurance program working with Meyers-Stephens the leading program manager for this coverage.

**ATTACHMENTS:**

1. Cost proposal for SPA Student Accident Insurance Program
2. Presentation on Coverage Program (from prior meeting)

	Projected Enrollment for 25/26				Premium if Purchased by SPA		Premium if Purchased by Individual Members	
Schools Program Alliance (SPA)	Grades P-8	Grades 9-12	Total		80% UCR \$100 deductible	100% UCR \$0 deductible	80% UCR \$100 deductible	100% UCR \$0 deductible
				Rate per Student >>	\$1.93	\$2.13	\$2.20	\$2.42
Schools Insurance Authority (SIA)	238,067	119,002	357,069		\$689,143	\$760,557	\$785,552	\$864,107
Redwood Empire Schools' Insurance Group (RESIG)	44,390	20,533	64,923		\$125,301	\$138,286	\$142,831	\$157,114
Schools Insurance Group (SIG)	66,830	35,275	102,105		\$197,063	\$217,484	\$224,631	\$247,094
North Bay Schools Insurance Authority (NBSIA)*	68,723	32,968	101,691		\$196,264	\$216,602	\$223,720	\$246,092
California Risk Management Authority (CRMA)	53,982	24,854	78,836		\$152,153	\$167,921	\$173,439	\$190,783
Butte Schools Self-Funded Program(SFP)*	11,853	5,835	17,688		\$34,138	\$37,675	\$59,754	\$65,730
SPA Total	483,845	238,467	722,312		\$1,394,062	\$1,538,525	N/A	

**\*Butte Schools SFP have higher enrollment figures than what is listed above but many of their member districts are shared with the NBSIA, therefore, the enrollment figures we used for them in the SPA Purchased (columns F-G) are lower than the true count to avoid duplicating districts and overcharging premium.**  
**For purposes of quoting individual members (columns H-I) Butte’s true enrollment figures must be used and are as follows:**

Grades P-8	Grades 9-12	Total
18,218	8,943	27,161

**Should members want to modify a cost assessment of how these two JPAs' contributions would apply toward a SPA-wide purchase then we will need to determine which of the shared districts below should apply to each of the two JPAs. Another option could entail simply splitting the enrollment figures up equally among the two JPAs.**

Districts Shared by NBSIA and Butte	Grades P-8	Grades 9-12	Total
Bangor Union	82	0	82
Biggs	371	177	548
Golden Feather	72	0	72
Manzanita	327	0	327
Orville City Elementary	2599	0	2599
Orville Union HSD	0	2264	2264
Palermo	1283	0	1283
Paradise	1599	667	2266
Pioneer Union	32	0	32

# Student Accident Insurance

*Presented for:*



*Presented by:*



# Alliant & MST Introductions



**Pamela Dominguez**  
Public Entity  
Broker ASAP Program



**Tony Soto**  
Account Executive  
Lead







## *The Alliant Story*



**\$4.6B+**

Revenue



**\$41B+**

Premium Volume



**52%**

Employee Owned



**13,300+**

Employees



**5<sup>th</sup> Largest**

U.S. P&C Broker

Clients First No Bureaucracy

One P&L Full Access

Flat Structure Access to Management



- Established in 1927
- Commercial and Public Entity Retail Insurance Brokerage Agency
- Insurance Program specialists – Niche Markets
- Public Entity Division est. 1985
- Second largest privately held Public Entity broker in the U.S.
- Organized by specialty industry, not by geography
- 5<sup>th</sup> largest overall broker in the U.S.
- Extensive K-12 Schools / Higher Education expertise



- Assisting over 20,000 school systems for the past 54 years
- Fully licensed Managing General Agent (MGA) and Third-Party Administrator (TPA)
- On-site claims adjudication with average tenure of 24 years of service
- Knowledgeable, bi-lingual staff to assist parents and organizations

An enormous percentage of a student's life involves school activities. Unfortunately, every activity comes with risk. Some are easily recognizable, such as intercollegiate sports, but others are often overlooked:

- Physical Education Classes
  - Club Sports
  - On-Campus Violence
- Commute To/From School and School-Sponsored Events

# Student Accident Insurance is more important than ever!

Recent Increases in:

- Cost of Injuries
- On-Campus Violence
- U.S. Household Financial Vulnerability
- District Litigation

# Athletic Claim and Injury Trends

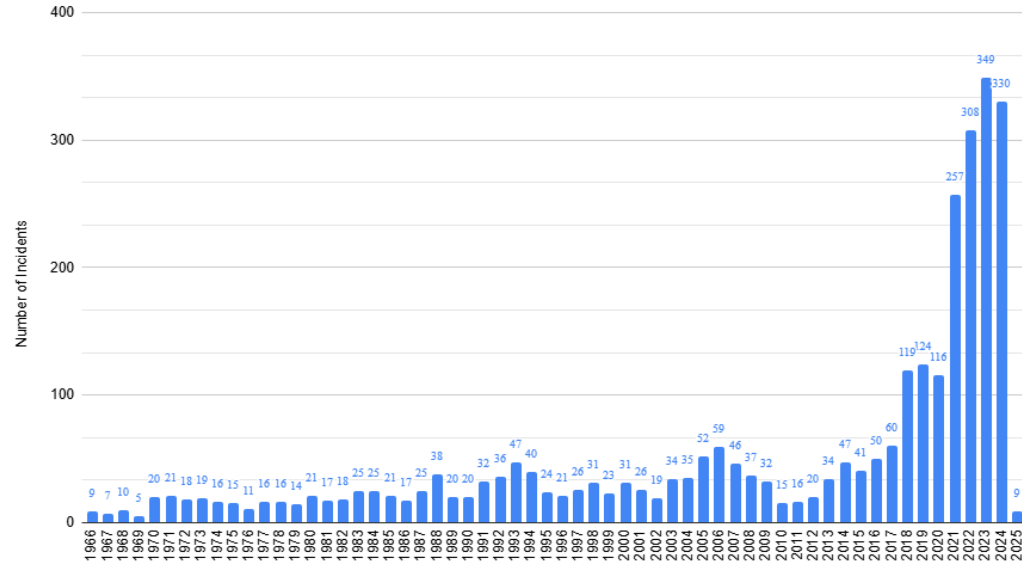
*Myers-Stevens & Toohey claim data analyzed by actuaries at Chubb points to the average:*

- The average interscholastic football claim cost is 3X higher than all other sports combined from 2007 through 2020
- Soccer claim cost increased 132% from 2016-2020
- Diagnostic imaging costs (X-rays, CT scans, MRI's etc.) increased 42% from 2016-2020
- ACL claim costs increased 94% from 2015-2020; 58% of all sports injuries were knee injuries, from 2007 through 2020
- Durable medical equipment costs (wheelchairs, crutches, canes, etc.) increased 87% from 2016-2020
- 6 out of 72 catastrophic football claims resulted in death or permanent injury. The average cost of these 6 large claims is \$447,000, from 2007-2020

# On-Campus Violence

- There have been 2,840 school shooting incidents since 1966
- More than half have occurred in the past 5 years
- 2023 had the greatest number of incidents, with 349
- The next highest year was 2022 with 308

K-12 School Shooting Database: Incidents by Year 1966-2025



<https://k12ssdb.org/all-shootings>

# Household Financial Vulnerability

- 78% of full-time workers said they live paycheck to paycheck. Of them, 56% said they were in over their heads and save \$100 or less each month
- 60% of Americans are unable to cover an unexpected \$1,000 expense – a concern when the average ER cost for a broken bone is \$10,000
- Since 2019, the average single deductible has doubled in the past decade to \$1,655
- Low-wage workers are impacted the most:
  - *Among firms that offer health benefits, 66% of workers at lower-wage companies are eligible for health benefits, compared to 81% eligible at other firms*
  - *Workers covered by lower-wage companies have an annual family contribution of \$7,047, compared to \$5,968 at other firms*
  - *One result of this is that fewer low-wage workers take up their employer's health benefits with a net effect of 33% of them being covered, compared to the 63% share at other firms*
- **66.5% of all bankruptcies are tied to medical issues- higher than any other cause**
- The culprit for the lack of improvement was inadequate health-care insurance, according to a co-author of the research, Dr. David U. Himmelstein

The above data was derived between 2017-2019... prior to the COVID-19 aftermath, rising inflation, and other economic recessionary concerns

**BOTTOM LINE: parents who are unable to afford medical bills are likely to look for someone else to pay them**



# Student Accident Insurance as a Solution

*A properly designed Student Accident Insurance program can be one of the most effective risk management tools that college districts can utilize.*

- ✓ Allows access to activities for families with little or no other insurance
- ✓ **Excess coverage works to fill in co-pays and deductibles for families with coverage, while acting as primary for those with no coverage**
- ✓ Access to care, families can go to any doctor
- ✓ Mitigate liability exposure and related costs to the district
- ✓ Fosters positive relationships with the community



# Liability Mitigation

- General liability premiums typically stabilize in the early years of the program, with the possibility of reductions to these premiums as the student accident program matures.
- When the student accident insurance program is used correctly, liability claims can see a significant drop after several years, putting districts in a favorable position to renegotiate premium by demonstrating causation behind this correlation to liability underwriters.
- The loss data below represents legal fees paid and incurred for student injuries in New Mexico (where we insure over 70% of the state's school districts):

Fiscal Year	Total Claims	Total Paid	Legal Paid	Outstanding Reserves
2018-2019	129	\$2,858,210	\$731,077	\$1,221,976
2019-2020	99	\$2,098,498	\$462,971	\$305,928
2020-2021	20	\$162,182	\$95,321	\$194,768
2021-2022	88	\$813,578	\$451,872	\$1,520,636
2022-2023	100	\$260,348	\$156,578	\$3,548,789
2023-2024	57	\$109,244	\$4,252	\$768,812

There are 2 broad styles of coverage programs:

## Base Student Accident Insurance



## Catastrophic Insurance



# Base Accident Medical Features

- ✓ **Benefit Maximums:** \$25,000
- ✓ **Co-Insurance:** 80-100% Usual, Customary & Reasonable (UCR) charges
- ✓ **Deductible:** \$0-\$200
- ✓ **Accidental Death & Dismemberment:** \$15,000 principal sum
- ✓ **Maximum Benefit Period:** 730 days



## Catastrophic Accident Coverage Features

- ✓ Expand the accident medical coverage from \$1,000,000 - \$7,000,000
- ✓ Provide access to specialized care
- ✓ Catastrophic Cash up to \$500,000 - \$1,500,000
  - ✓ Traumatic Brain Deficit up to \$250,000
  - ✓ Cosmetic Disfigurement from Burns up to \$150,000
  - ✓ Special Adaptation: up to \$75,000 for housing and \$75,000 for vehicles
- ✓ Increase the benefit period from 730 days up to 10 years



# How to File a Claim

1. Immediately report all accidents to school authority (instructor, coach, trainer or Health Center) as soon as possible. Obtain both a Claim Form and Accident Report from either the Health Office or Athletic Trainer.
2. Complete and send both the Claim Form and Accident Report to the Claims Department at Myers-Stevens & Toohey ASAP within 90 days after the date of loss. Forms may be submitted via:
  - Email:* claims@myers-stevens.com
  - Fax:* (949) 348-9350
  - Mail:* Myers-Stevens & Toohey | 26101 Marguerite Pkwy. | Mission Viejo, CA 92692
3. If you have other coverage, please file a claim with your other family health and/or accident carrier, if any. This can include employee plans, union plans, CHAMPUS (military plans), service contracts, self-insured benefit plan, or health maintenance organizations (HMOs).



## Sales Support and Service

(949) 292-0651 or

[tsoto@myers-stevens.com](mailto:tsoto@myers-stevens.com)



## Claims Administration

(800) 827-4695 or

[jstarr@myers-stevens.com](mailto:jstarr@myers-stevens.com)



## Alliant Student Accident Program K-12 Schools

Pamela Dominguez (925) 303-8725

[pdominguez@alliant.com](mailto:pdominguez@alliant.com)



**Item I.1.****STRATEGIC PLANNING OVERVIEW FOR AUGUST 19-20, 2025****INFORMATION ITEM**

**ISSUE:** The Board regularly reviews the Strategic Planning Objectives for the latest updates and provides direction as needed.

A total of ten goals were identified, ranging from establishing a Liability Claims Committee to reviewing innovative programs and services. Three of the goals contain action items that were addressed in the agenda for this meeting and are highlighted in the attached. Other items due or pending are noted in the Deadline column.

Two of the most significant goals are transition to an “Entity” JPA and development of a Property Program Rating and Allocation Plan for FY 25/26. Other upcoming action items are a transition to a new TPA and updates to the MOC.

**RECOMMENDATION:** Review and provide feedback or direction as needed.

**FISCAL IMPACT:** None expected from this item.

**BACKGROUND:** SPA held its fourth long range planning meeting on August 20-21, 2024, and developed the attached Plan as a result. Key discussion points centered on SPA’s governing structure, claims management, cost allocation, and new programs and services.

**ATTACHMENTS:** SPA Strategic Planning Objectives as of 6.5.25.



FY 2024/25 SPA STRATEGIC PLANNING OBJECTIVES as of 6/5/2025							
GOAL	ACTION / TASK			STAFF	Assigned	DEADLINE	STATUS
LRP-1	Establish a Liability Claims Committee – this committee will be subject to the Brown Act *NOTE: later ammended to a Task Group						
	a.	Staff to draft formation resolution for Board consideration & adoption	PA	MB	Oct	Done	
	b.	Liability Claims Committee to begin meetings and report out to Board	PA	JW	Mar	TBD	
	c.	Staff to work with Counsel to include establishment of Liability Claims Committee in Entity JPA Documents	PA	DH	Dec	Completed	
LRP-2	Address counsel recommendations in JPA governing documents review						
	a.	Amend Resolution 21-012 to incorporate terms and conditions of the Agreement by reference	PA	MB	Oct	Done	
	b.	Add to Annual Service Calendar the nomination and Board designation of the Managing Member for the upcoming fiscal year	PA	MM	Oct	Done	
	c.	Amend Property Program Memorandum of Coverage to define Coverage Provider	PA	DM	June	TBD - based on choice of market	
	d.	Establish basic contracting standards for SPA	MM	PB	TBD		
	e.	Define "high risk" and "vacant" locations and sublimit for the Property Program MOC for Board adoption	PA	DM	June	Prep by Submission to Market	
	f.	Establish core communications and distribution protocol for relevant documentation such as audits and policies & procedures, etc.	BOD	MB	Mar		
LRP-3	Consider transition to an Entity JPA - Have Counsel and Administrator develop entity joint powers documents for future consideration						
	a.	Counsel and Program Administrator prepare draft entity joint powers agreement, bylaws, program participation agreements and	PA, GC	DH/MB	Dec	Drafts On 12.9.24 Board Agenda	
	b.	Initial review and comments from SPA Board	BOD	DH/MB	Dec	Choose Counsel	
	c.	Revised draft entity JPA governing documents prepared by Counsel and Program Administrator for SPA Board review	PA, GC	DH/MB	Jan	Under Review/On Jan Agenda	
	d.	SPA Board takes action to move forward or shelve establishment of entity JPA - appointed ad hoc committee to review	BOD		Feb	Counsel Drafts Presented on	
	e.	SPA Members take action to approve participation in SPA as entity JPA going forward	BOD		Mar-Apr	Final approval completed - waiting for returned JPA docs	
LRP-4	Property Loss Control – develop and execute a plan addressing the locations listed on the high risk/remote endorsement						
	a.	Have Core Logic present on how their wildfire model works and whether SPA can impact that modeling via some risk control	PA	DM	Oct	Done	
	b.	Inventory previous loss control work at these locations to determine out what has been done and outstanding recommendations	PA	MB	Oct	Pending	
	c.	Property Program Loss Control Committee to recommend a loss control services plan for the scheduled locations			Mar	Pending	
	d.	Execute plan as approved by SPA Board	PA	MB	Start Dec		
LRP-5	Property Claims Handling and Client Service Instructions						
	a.	Develop resolution for October SPA meeting appointing SIA as SPA property claim adjuster	PA/MM	MB	Oct	Done	
	b.	Gather member comments on draft CSI's for SPA adjuster and finalize in October	PA/MM	MB	Oct	Done	
	c.	Meeting for SPA with Chris Stafford and McLarens about services	AIS	MB	Oct	Done	
	d.	Introduce other independent adjuster alternative firms - chose Engle Martin	PA	DH	Sept-Feb	Prep to change as of July 1	
LRP-6	Property Program Cost Allocation Task Force – (Kelli Hanson as chair, Phil Brown, Christi Patterson and ?)						
	a.	Program Administrator to lead review of Property Program rating and cost allocation current status and options	PA	DM	Sept-Dec	Done	
	b.	Task Force to review and recommend Property Program Rating and Allocation Plan for FY 2025/26 and beyond	PA		Mar	On 3.10.25 and 3.31.25 BOD	
	c.	SPA Board takes action to establish Property Program Rating and Allocation Plan for FY 2025/26	PA	BOD	Mar	In progress - keeping current allocation for FY 25-26	
	d.	Program Administrator communicates Plan to SPA Member Boards	PA		Revise	Pending	
	e.	Plan changes effective at July 1, 2025 if approved	PA	DM	Revise	Pending	

FY 2024/25 SPA STRATEGIC PLANNING OBJECTIVES as of 6/5/2025							
GOAL	ACTION / TASK			STAFF	Assigned	DEADLINE	STATUS
LRP-7	Identify potential SPA Coverage Counsel firms for Property and Liability						
	a.	Gather names of potential coverage counsel, verify if property or liability focused, confirm whether conflicts with current members	PA	MB/DH	Sep-Dec	Done	
	b.	Review candidates with SPA Board or designees	PA	MB/DH	Dec	On 12.9.24 Board Agenda	
	c.	Conduct interviews as needed	PA	BOD	Jan-Feb	Completed - Deb Stermer	
	d.	Confirm appointment(s) by SPA Board action	PA	BOD	Mar	Byrne Conely for JPA Counsel	
LRP-8	Task force for marketing information, videos etc. SIA, North Bay and RESIG						
	a.	This item needs further development by SPA Board	BOD	BOD	Dec	Completed	
LRP-9	Developing Program Specific Underwriting Policy & Procedures for Liability & Property						
	a.	Establish separate working groups for Liability and Property Programs and inventory existing P&P	PA	NF/AIS	Dec	Post New JPA Docs	
	b.	Working groups to prepare separate drafts for each program	PA	NF/AIS	Dec	Pending	
	c.	Review of proposed separate Underwriting P&P and adoption by SPA Board	PA	BOD	Jan	Pending	
LRP-10	New Programs & Services						
	a.	Look into MR OCIP partnership with PRISM	PA	AIS/KB	Dec	On Jan 13 agenda	
	b.	Student Accident Program exploration	PA	AIS/PD	Feb	On March and June BOD Agendas	
	c.	Pollution program evaluation	PA	AIS/DM	Mar	Pending Apps or APIP?	
	d.	Look into a cyber program that is loss prevention and security based with option for cyber insurance paired	PA	MM/AIS/TJ	Mar	Pending	
	e.	Solution for adds and deletes and pending transactions in property program	PA	MM	Mar	Pending	
	f.	Long, Long range – how could a SPA sponsored captive benefit the members – possible multi state diversification	PA	MM/DH			
BOD: SPA Board of Directors			AIS: Alliant Ins. Svcs.(Property Program)				
PA: SPA Program Administrator			NF: Newfront Insurance (Liability Program)				
MM: Managing Member			GC: SPA General Counsel				
CFO: SPA Accounting and Finance			PCA: SPA Property Claims Administrator at SIA				