



California Montessori Project

Protecting your independence



Alliant

2023 – 2024

Insurance Proposal

Presented on June 8, 2023 by:

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Table of Contents

Your Service Team	2
Named Insured / Additional Named Insureds	3
Line of Coverage	4
Educators Legal Liability with EPLI Coverage - Kinsale	4
Liability Coverage – \$5M Educator’s Legal Liability with EPL (cont.)	5
Line of Coverage	6
Excess Educators Legal and Employment Practices Liability – Indian Harbor - \$3M xs \$2M.....	6
Line of Coverage	7
Crime Coverage	7
Crime Coverage (cont.).....	8
Disclosures	9
Optional Coverages	13
Glossary of Insurance Terms	13
Binding Requirements Recap	14
Request to Bind Coverage	15



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Named Insured / Additional Named Insureds

Named Insured(s)

California Montessori Project

Additional Named Insured(s)

Not Applicable

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Line of Coverage

Educators Legal Liability with EPLI Coverage - Kinsale

INSURANCE COMPANY:	Kinsale Insurance Company
A.M. BEST RATING:	A (Excellent) Financial Size Category: IX (\$750m to \$1 Billion) as of June 23, 2022
STANDARD & POOR'S RATING:	Not Rated
STATE COVERED STATUS:	Non- Admitted
POLICY/COVERAGE TERM:	7/1/2023 – 7/1/2024
Coverage Form:	Educational Institution Legal Liability with EPL – Claims Made and Reported
Classification Description:	School Board Liability Employment Practices no 3 rd Party Coverage
Each Claim	\$ 2,000,000
Aggregate	\$ 2,000,000
Deductible:	\$ 50,000 Each Claim Except: \$ 125,000 Each Employment Practice Liability Wrongful Act
Retro Date:	Full Prior Acts
Pending & Prior Date:	07/01/2022
Defense Costs Inside/Outside Limits of Liability:	Inside - The limit of insurance will be reduced by payment of loss, including damage and defense costs
Duty to Defend:	Insurance Carrier
Premium:	\$ 94,102.00
Policy Fees:	\$ 150.00
Surplus Lines Tax (3%):	\$ 2,827.56
Surplus Lines Fees (0.18%):	\$ 169.65
Total Excess Premium	\$ 97,249.21
Minimum Earned Premium:	25%
Excluded Persons or Entity:	Please refer to the policy
Choice of Counsel Endorsement:	Young, Minney & Corr, LLP Rates: \$265 Partner, \$225 Associate and \$110 Paralegal
Quote Valid Until:	07/01/2023
Extended Reporting Period:	12 Months at 125% of the Annual Premium

Liability Coverage – \$5M Educator’s Legal Liability with EPL (cont.)

Endorsement & Exclusions: (including but not limited to)

- Exclusion – Accreditation
 - Exclusion – Third Party Discrimination
 - Exclusion – Statutory Attorneys’ Fees
 - Exclusion – Communicable Disease
 - Exclusion – Athletic Contest Fairness Conditions
 - Exclusion of Other Acts of Terrorism; Exclusion of Punitive Damages and NBCR Related Terrorism; Cap On Losses from Certified Acts of Terrorism
 - Educational Institution Legal Liability With Employment Practices Liability - Declarations
 - Educational Institution Legal Liability With Employment
 - Notice - Where To Report A Claim
 - Schedule of Forms
 - Educational Institution Legal Liability Policy – With Employment Practices Liability Coverage
 - Notice of Terrorism Insurance Coverage
 - Disclosure Pursuant to Terrorism Risk Insurance Act
 - Signature Endorsement
 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
-
- Currently signed and dated version of the submitted application
 - Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote subject to revision or withdrawal pending final review.
 - Completed and signed Surplus Lines Forms

Binding Conditions

See Disclaimer Page for Important Notices and Acknowledgement

Line of Coverage

Excess Educators Legal and Employment Practices Liability – Indian Harbor - \$3M xs \$2M

INSURANCE COMPANY:	Indian Harbor Insurance Company
A.M. BEST RATING:	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of November 9, 2022
STANDARD & POOR'S RATING:	AA- (Very Strong) as of March 0, 2023
STATE COVERED STATUS:	Non-Admitted
POLICY/COVERAGE TERM:	7/1/2023 to 7/1/2024

Limits:

Excess Educators Legal Liability	\$ 3,000,000
Policy Aggregate	\$ 3,000,000

Excess of: (Kinsale)

Limit:	\$ 2,000,000
Aggregate:	\$ 2,000,000

Primary Retention:

Educators Legal Liability	\$ 50,000
Employment Practices Liability	\$ 125,000

ELL & ELP Premium: \$ 55,498.00

Policy Fee: \$ 250.00

Surplus Lines Tax (3%): \$ 1,672.44

Surplus Lines Fees (0.18%): \$ 100.35

Total Premium including Tax and Fees \$ 57,520.79

Endorsement & Exclusions: (including but not limited to)

- | | |
|--|---|
| <ul style="list-style-type: none"> • Excess Professional Liability Policy Declarations • Import Information to Policyholders - California • In Witness • Schedule of Endorsements • Underlying Schedule • Excess Claims Reporting • Excess Depletion of Underlying Limits | <ul style="list-style-type: none"> • US Professional Indemnity – Cyber Exclusion • Service of Process • Notice to Policyholders – Privacy Policy • Notice to Policyholders – Fraud Notice • Notice to Policyholders – U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) |
|--|---|

Line of Coverage

Crime Coverage

INSURANCE COMPANY:

A.M. BEST RATING:

STANDARD & POOR'S RATING:

STATE STATUS:

POLICY/COVERAGE TERM:

National Union Fire Ins Co of Pittsburgh, PA. (AIG)

A (Excellent), Financial Size Category: XV (\$2 Billion or greater) as of December 16, 2022

BBB+/A-2 (Adequate/Satisfactory) as of May 24, 2023

Admitted

July 1, 2022 to July 1, 2024

2 year policy

Coverage Form:

COMMERCIAL CRIME POLICY

- Employee Theft – Per Loss
- Forgery or Alteration
- Money & Securities – Inside the Premises
- Money and Securities – Outside the Premises
- Robbery/Safe Burglary– Inside the Premises
- Computer Fraud
- Funds Transfer Fraud
- Money Order / Counterfeit Currency

Limit:

\$ 1,000,000 Each Coverage, Per Occurrence

\$ 1,000,000 Aggregate

Deductible:

\$ 2,500 Each Coverage, Per Occurrence

Annual Premium:

\$ 1,250

Two-Year Total Premium:

\$ 2,500

Exclusions: (including but not limited to)

- Unauthorized disclosure of confidential information
- Governmental Action
- Indirect Loss
- Legal Fees and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action
- Inventory Shortages
- Trading losses
- Accounting or Arithmetical Errors or Omissions
- Exchanges or Purchases
- Fire
- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender or Property
- Vandalism
- Voluntary Parting of Title to Possession of Property

Crime Coverage (cont.)

Endorsements & Exclusions:
(including but not limited to)

- State Changes
- Additional Named Insured – Endorsement identifies individual member limit and deductible
- Revision of Discovery and Prior Theft or Dishonesty \$25,000 Sub-Limit
- Cancellation of Policy Amended – 90 Days NOC
- Employee Post Termination Coverage – 90 Days
- Cancellation Amendatory (Return Pro-Rata)
- Add Credit, Debit or Charge Card Forgery –Forgery Limit - \$1,000,000
- Include Volunteer Workers as Employees
- Include Specified Non-Compensated Officers and Any Appointed Officials as Employees
- Include Chairperson and Members of Specified Committees as Employees
- Include Designated Persons or Classes of Persons as Employees – Any Director or Trustees, Any Board Members and Any Appointed Officials of Any of those named as insured
- Include Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit
- Include Leased Workers as Employees Endorsement
- Notice of Claim Reporting by Email
- Economic Sanctions Endorsement
- Vendor Theft - \$1,000,000 Limit excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this sublimit applies to loss excess of \$500,000. Coverage not applicable if crime insurance is not required in a written agreement
- Third Party Coverage - \$250,000 Sublimit with \$25,000 Deductible
- Retro Date Endorsement, applicable if limit requested is higher than current coverage
- Forms Index
- Impersonation Fraud Endorsement - \$100,000 Sublimit with \$25,000 deductible - NEW

Policy Auditable:

No

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. 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. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at 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, 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.

Other Disclosures/Disclaimers (continued)

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 are not included in this proposal but are optional and may be available with further underwriting information.

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 or are unique to your organization.

- Earthquake Insurance
- Event Cancellation
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Cyber Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Workplace Violence
- Student Accident (Base & Catastrophe)

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

- <http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>
- <http://www.ambest.com/resource/glossary.html>
- <http://www.irmi.com/online/insurance-glossary/default.aspx>

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

Binding Requirements Recap

Below is a recap by Line of Coverage. **ALL** coverage(s) requires the following:

- A written request to bind coverage

Coverage Line and Description of Subjectivity(ies)	Effective Date
Educators Legal Liability <ul style="list-style-type: none"> • Currently signed & dated application • Completed and Signed Surplus Lines Forms 	7/1/2023
Excess Educators Legal Liability <ul style="list-style-type: none"> • Copy of Underlying Binder and policy(s) when available • Completed and Signed Surplus Lines Forms 	7/1/2023
Crime Coverage <ul style="list-style-type: none"> • Not Applicable 	7/1/2022 – 7/1/2024

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind coverage prior to our receipt and underwriting acceptance of the above information. However, if we do bind coverage prior to such acceptance, the terms and conditions as indicated above may be amended until such receipt and acceptance. Any agreement to bind coverage in connection with this proposal must be in writing from an authorized employee of the Insurer

Request to Bind Coverage

California Montessori Project

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:	Premium:	Bind Coverage:
Educators Legal Liability – \$2 million	\$ 97,249.71	<input type="checkbox"/>
Excess Educators Legal Liability - \$3Mx\$2M	\$ 57,520.79	<input type="checkbox"/>
Crime Coverage (Annual Installment) – 2-Year Policy	\$ 1,250.00	N/A

Signature of Authorized Representative

Date

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.

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.*