

MEMORANDUM OF WORKERS' COMPENSATION COVERAGE

Reference No.: 2017MWCC

I. COVERAGE PROVIDER

SCHOOLS INSURANCE AUTHORITY, P. O. Box 276710, Sacramento, CA 95827-6710

II. COVERED PARTIES

Named Covered Members as Per Endorsement 1 and Schools Insurance Authority

III. COVERAGE PERIOD

July 1, 2017 (12:01 A.M. PST) to June 30, 2018 (12:01 A.M. PST)

IV. COVERAGE LIMITS

Statutory Limits of Liability, including defense fees and costs

V. INTRODUCTION

This Memorandum of Workers' Coverage ("MWCC") is entered into by Schools Insurance Authority ("SIA"), a public entity formed pursuant to California Government Code sections 6500 through 6512.1, and the Named Covered Members listed in Endorsement 1.

In consideration of each Named Covered Member's payment of its Liability Contribution, coverage is provided for Workers' Compensation Claims to which this MWCC and its Endorsements apply. Pursuant to Government Code Section 990.8(c), the coverage provided by this MOC is not "insurance." The Covered Parties' rights and obligations are not controlled by laws or regulations pertaining to insurance or insurance companies. Such rights and obligations are solely governed by the terms of this MWCC and any Endorsements hereto.

Capitalized words or phrases have special meanings defined in this MOC. Otherwise, all words and phrases contained herein shall have their plain and ordinary meaning.

VI. COVERAGE PROVISIONS

A. For Members participating in SIA's Workers' Compensation Program, SIA will pay on behalf of the Member all amounts payable to an employee in response to a workers' compensation claim that arises from (a) bodily or psychological injury caused by accident, as long as the accident occurs during the coverage period, and (b) bodily or psychological disease caused or aggravated by the conditions of employment during the coverage period. SIA does not, however, pay (a) fines, penalties or enhanced damage awards issued against a Member pursuant to Labor Code Section 132a and 4553; (b) final awards or judgments based on an adjudicated finding that the Member engaged in intentional conduct intended or expected to cause harm or injury to the employee, or (c) any amount for which indemnity is barred by governing California public policy.

B. With respect to all notified claims, including those claims for which no indemnity obligation may ultimately be owed, SIA shall pay all costs and expenses associated with the investigation, adjustment, and defense of the claim. The Member will, in turn, (a) cooperate at all times with SIA's investigatory, claim evaluation, return to work, claim mitigation, and claim management activities, (b) agree to be represented by counsel and vendors selected and supervised by SIA, and (c) proactively assist SIA in any subrogation or apportionment efforts.

ENDORSEMENT WC-1

DESIGNATION OF NAMED COVERED MEMBERS

NAMED COVERED MEMBERS

Arcohe Union School District
Atwater Elementary School District
Buckeye Union School District
Camino Union School District
Center Joint Unified School District
El Dorado County Office of Education
El Dorado Union High School District
Elk Grove Unified School District
Elverta Joint School District
Galt Joint Union School District
Galt Joint Union High School District
Gold Oak Union School District
Gold Trail Union School District
Hayward Unified School District
Indian Diggings School District
Kings Canyon Unified School District
Latrobe Elementary School District
Mother Lode Union School District
Natomas Unified School District
 Natomas Charter School (incorporated Charter School)
 Westlake Charter School (incorporated Charter School)
Pioneer Union School District
Placerville Union School District
Pollock Pines School District
Rescue Union School District
River Delta Unified School District
Robla School District
Sacramento City Unified School District
Sacramento County Office of Education
Schools Insurance Authority
Shasta-Trinity Schools Insurance Group
Silver Fork School District
Twin Rivers Unified School District
Woodland Joint Unified School District