

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
August 11, 2020

Amended to remove the date, incorrectly stated, in the paragraph below the location of the meeting

Work Study –4:30 P.M.

CONSISTENT WITH THE REQUIREMENT OF A.R.S. §38-431.02, NOTICE OF THIS MEETING HAS BEEN POSTED. LOCATION OF THE MEETING IS:

**THE OSBORN DISTRICT OFFICE
1226 W. OSBORN ROAD
PHOENIX, AZ 85013.**

The Governing Board finds that it is in the best interests of the District and its community to conduct its public meetings both in person with socially distanced seating and through technological access in order to serve the public purpose of assisting with the minimization of the potential spread of COVID19. Members of the public may attend in person or by calling the following (US) +1 209-783-8770 PIN: 275 522 608# or viewing in a Google Meets Hangout meet.google.com/vue-xonu-zew if you have an Osborn Google account. Members of the public may also view the meeting on the Osborn School District Facebook page in a Facebook Live livestream. The Governing Board hereby authorizes this action to serve its goal of protecting students and staff and in the interests of safety.

AGENDA

Agendas are available at least 24 hours prior to each meeting in the District Office at 1226 West Osborn Road, Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. One or more Board members may attend telephonically. Board members attending telephonically will be announced at the meeting. The board may vote to recess into an executive session for the purpose of obtaining legal advice from the board's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A)(3). Accommodations for individuals with disabilities, including alternative format materials, sign language interpretation, assistive listening devices, or assistance with Calls to the Public are available upon 72 hours' advance notice through the Office of the Superintendent 602-707-2002. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

I. Call to Order

II Action Items

ACTION/APPROVAL

A. Approval of TRUST COVID-19 Liability Endorsement

III. Discussion/Information Items

A. Distance Learning Week One

IV. Adjournment

OSBORN SCHOOL DISTRICT NO. 8

August 11, 2020

Board Meeting

*Children want knowledge, challenge and recognition.
Parents want independent, passionate learners in a safe environment.
This is our mission.*

Agenda Item Number – II-A

Agenda Item

Approval of TRUST COVID-19 Liability Endorsement

For Board: Action Discussion Information

Background

The issue of coverage related to COVID-19 is one that school districts nationwide are grappling with. To date, the Arizona School Risk Retention Trust, Inc. (the Trust), has communicated with its members regarding the coverage exclusion, a proposed coverage solution, and optional waiver and acknowledgement forms.

For 2020/2021, reinsurers notified the TRUST that there would be an organic pathogen exclusion in their policies—one similar to an exclusion that is widely used in the insurance industry. The logic of this exclusion is that, similar to proving the source of a cold or the flu, there is essentially no way of knowing where or how someone contracts COVID-19; there are simply too many avenues for exposure. Without this protection against potentially catastrophic losses, the Trust had no choice but to follow suit and exclude COVID-19 liability claims from member coverage effective July 1, 2020.

Although districts are taking numerous steps to protect students, staff, and the community from the spread of COVID-19, it is impossible to reduce the risk to zero. As an example, students may contract COVID-19 outside of school, show no symptoms at all, and unintentionally infect a classmate. The forms are another way of acknowledging that no matter how hard districts try, they cannot control every environmental variable.

The TRUST has approved a solution for providing COVID-19 liability coverage to districts in the absence of reinsurer support. The COVID-19 Liability Endorsement coverage will be retroactive to July 1, 2020, if signed and returned to the Trust by September 15, 2020. Coverage limits and deductibles are explained in the attached FAQ.

Legal

Financial

Governing Board Goals

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

Recommendation

Recommend the Governing Board approve the TRUST COVID-19 Liability Endorsement effective 7/1/20.

Moved _____ Seconded _____ P/F

TRUST COVID-19 LIABILITY COVERAGE: OVERVIEW

The issue of coverage related to COVID-19 is one that school districts nationwide are grappling with. To date, the Arizona School Risk Retention Trust, Inc. (the Trust), has communicated with its members regarding the coverage exclusion, a proposed coverage solution, and optional waiver and acknowledgement forms. The news media have been involved in communication on these topics as well. In some cases their reporting has been accurate. In others it has not.

This document contains the correct background information, updates on our current position, and guidance on next steps. You may have seen or heard some of this information before. We believe it important, however, to reinforce the correct information you've been provided, correct any erroneous information that's circulating, and update you on the latest developments.

Please note that the summary of information below is not intended to alter or supersede the Trust Coverage Agreements, nor does it guarantee coverage in the event of a claim. For any variance between this communication and the Coverage Agreements, the Coverage Agreements govern.

BACKGROUND

Why was coverage for COVID-19–related liability claims originally excluded?

Before the start of each fiscal year, the Trust works with our reinsurance partners—companies that provide additional limits—to coordinate their coverage with ours. As part of this process for the 2020/2021 renewal, our reinsurers notified us that there would be an organic pathogen exclusion in their policies—one similar to an exclusion that is widely used in the insurance industry. The logic of this exclusion is that, similar to proving the source of a cold or the flu, there is essentially no way of knowing where or how someone contracts COVID-19; there are simply too many avenues for exposure.

Without this protection against potentially catastrophic losses, the Trust had no choice but to follow suit and exclude COVID-19 liability claims from member coverage effective July 1, 2020.

In the wake of the news from our reinsurers, however, the Trust also investigated options for providing COVID-19 liability coverage to districts in the absence of reinsurer support. A proposed solution—outlined further below—was presented to and approved by the Trust board at its meeting on August 4, 2020.

Why were the acknowledgment forms and waivers provided to members?

During the week of July 20, the Trust communicated with members regarding the coverage exclusion, the potential solution, and optional waiver and acknowledgment forms that districts could consider using in support of in-person education and/or

services. These forms were developed in response to requests from Trust members. They are intended as a tool to help districts make the fiscally prudent decisions necessary to bring students and teachers back to school safely.

Although districts are taking numerous steps to protect students, staff, and the community from the spread of COVID-19, it is impossible to reduce the risk to zero. As an example, students may contract COVID-19 outside of school, show no symptoms at all, and unintentionally infect a classmate. The forms are another way of acknowledging that no matter how hard districts try, they cannot control every environmental variable.

The Trust understands that there isn't a "one size fits all" approach to this issue, and that districts around the state will handle it differently. Some may choose to utilize the acknowledgment form, some the waiver, and some neither.

TRUST COVID-19 LIABILITY ENDORSEMENT: ADDING THE ENDORSEMENT

What do we need to provide to the Trust in order to add the endorsement?

If you are interested in adding the endorsement, please notify your district's member services coordinator. The coverage endorsement will be sent to the district for signature, after which an invoice will be provided.

What date will the coverage be effective?

If members wish to add the endorsement, coverage can be made retroactive to July 1, 2020. This means that for any claims alleging a COVID-19 transmission on or after July 1, 2020, coverage would apply.

If districts want the coverage retroactive to July 1, 2020, the endorsement must be signed and returned to the Trust by September 15, 2020. After that, coverage will be effective on the date the endorsement is signed.

Is there a deadline for our district to add the coverage endorsement?

If districts want the coverage retroactive to July 1, 2020, the endorsement must be signed and returned to the Trust by September 15, 2020. After that, coverage will be effective on the date the endorsement is signed.

TRUST COVID-19 LIABILITY ENDORSEMENT: CONTRIBUTION/PREMIUM

How much will districts pay for the endorsement?

To purchase the coverage, districts will be asked to pay a contribution/premium ranging from \$5,000 to \$150,000, based on the district's size, as outlined in the table below. Authorized insurance representative will not be paid on this line of coverage.

ADM/FTSE RANGE	ANNUAL COST
0–500	\$5,000
501–2,500	\$20,000
2,501–5,000	\$45,000
5,001–10,000	\$75,000
10,001–20,000	\$100,000
20,000+	\$150,000

Will we pay the authorized insurance representative fee on top of the contribution amount?

No, the authorized insurance representative fee will not be applied on top of the contribution amount.

For K–12 members, what average daily membership (ADM) will be used in providing the district with a quote?

The Trust will use the ADM collected on the district’s 2020/2021 Exposure Summary.

For community colleges, will you use historical or current full-time student equivalent (FTSE) when providing the college with a quote?

The Trust will use the FTSE collected on the college’s 2020/2021 Exposure Summary.

Will the contribution be returned to the district if federal or state legislation is passed granting immunity to school districts and community colleges?

The Trust has stated that it is not its intent to receive a windfall of profits arising from COVID-19. If legislation is passed granting public entities such as school districts and community colleges immunity from COVID-19–related claims, the Trust will return unused funds to members through the Trust Loyalty Credit Program. If applicable, additional steps on this process will be communicated with members as soon as information becomes available.

When are contributions due?

Contributions are due within 30 days of the invoice being sent.

Can the district use CARES Act funds to pay for the endorsement?

We've heard conflicting information as to if district contributions/premiums may be payable using federal CARES Act funds. As updates or changes are received, we'll communicate to members.

TRUST COVID-19 LIABILITY ENDORSEMENT: LIMITS

What limits are available under the endorsement?

The following limits for claims and lawsuits will apply:

- \$1,000,000 each occurrence, including defense costs and indemnity payments.
- \$10,000 per claimant in indemnity coverage, provided that the other limits identified herein are not exhausted.
- \$2,000,000 annual aggregate per district, including defense costs and indemnity payments.
- \$25,000,000 shared annual aggregate for all districts, including defense costs and indemnity payments.

Please explain in layman's terms how the limits will work.

The paragraph below is intended to illustrate how the limits would apply in a hypothetical example. Again, this example does *not* supersede the Coverage Agreements. For any variance between the example and the Coverage Agreements, the Coverage Agreements govern.

If a claim alleges that a student contracted COVID-19 while at the district/school, that student would be considered a "claimant," and a \$10,000 indemnification limit would apply. If that student passes the illness to his/her family and the family members assert a claim alleging that they contracted the illness from the student, each affected family member would be considered a claimant, and a \$10,000 indemnification limit would apply to each. The \$1,000,000 limit would apply per "occurrence," regardless of the number of claimants. This limit includes indemnity payments as well as any defense costs.

Each district would have a \$2,000,000 aggregate limit for the year, which means that no more than \$2,000,000 would be paid on behalf of any district in the form of indemnity payments and defense costs for claims in the July 1, 2020 to June 30, 2021 period.

Finally, under the shared annual aggregate for all districts, the most the Trust will pay out in indemnity payments and defense costs for all members who add the endorsement is \$25,000,000.

Why aren't the limits through the coverage solution as high as the Trust's standard liability limits?

Liability limits will not be as high as those typically offered under our liability program due to the lack of reinsurance coverage for this solution. It would be irresponsible for the Trust—as steward of our 247 members' funds—to subject the pool's surplus to claims with an unknown and potentially unlimited exposure. That could risk the pool's financial health and future. We must instead maintain proper funding so that we can continue to handle our members' standard, insurable claims in the areas of property, auto liability, cyber liability, general liability, and more.

TRUST COVID-19 LIABILITY ENDORSEMENT: PRE-CONDITIONS

What are the pre-conditions to coverage?

The pre-conditions to coverage listed below will apply so as to encourage and incentivize all parties to reduce liability as much as possible:

- For all students, and in a form approved by the Trust, the district must use either: (1) an acknowledgment and disclosure form relating to COVID-19; or (2) a waiver, release, and assumption of risk form relating to COVID-19.
- The district must implement a reopening plan that incorporates guidelines issued by the Arizona Department of Education (ADE) for K-12 districts and Centers for Disease Control and Prevention (CDC) for community college districts.

Does the Trust have to approve the district's waiver or acknowledgment form before we can add the endorsement?

No. However, if substantial changes are made to the Trust-provided waiver or acknowledgment form, it might be prudent to provide the form to your district's member services coordinator for review.

Does the Trust have to approve the district's reopening plans before we can add the endorsement?

No, it is up to each district to ensure that its plan is compliant with ADE (K-12 districts) and CDC (community colleges) guidelines. (If a claim were reported, however, Trust staff would likely ask for the district's plan as part of the coverage determination.) Additionally, we recommend consulting local public health guidelines.

If a parent/guardian (K-12) or student (college) refuses to sign the waiver or acknowledgment form, can the district be denied coverage under the endorsement?

If a waiver or acknowledgment form is generally used but some parents or students refuse to sign one, the district would not be denied coverage.

TRUST COVID-19 LIABILITY ENDORSEMENT: DEDUCTIBLES

How are the deductibles structured?

Similar to the pre-conditions, we are offering various deductible options to encourage and incentivize all parties to reduce liability as much as possible. The following deductibles will apply, and may vary on a case-by-case basis:

- \$0 each occurrence for claims relating to a student for whom the district has obtained a signed waiver, release, and assumption of risk form.
- \$10,000 each occurrence for claims relating to a student for whom the district has obtained a signed acknowledgment and disclosure form.
- \$20,000 each occurrence for claims with no waiver, release, and assumption of risk form and no acknowledgment and disclosure form in place relating to the claim.

Why are deductibles tied to the use of waivers and acknowledgment forms?

The Trust is doing its part to address the liability issue by offering a coverage solution where coverage previously did not exist. The district can do its part by following health and safety guidelines from ADE, CDC, and local public health departments, and by ensuring that parents/guardians sign a waiver or an acknowledgment form. (A waiver is preferred, but an acknowledgement is acceptable.) Finally and importantly, parents/guardians can do their part by signing one of the two forms, noting that they understand the guidelines that the district is implementing and the district's expectations of parents and their students.

We understand that waivers may be a contentious option in your district. However, juries in Arizona must consider and compare the respective "fault" of all parties to a lawsuit. Included in a party's "fault" is the degree to which the party may have assumed the risk of an injury or illness. Thus, the waiver and acknowledgement forms are relevant to the jury's analysis of which parties bear fault, including which parties knowingly assumed the risks associated with an injury or illness.

If a parent/guardian (K-12) or student (college) refuses to sign the waiver or acknowledgment form, and subsequently files a claim, does that claim result in the \$20,000 deductible?

Subject to evaluation of the claim, districts that purchase the COVID-19 endorsement will be covered for such claims at the limits specified in the endorsement, and the \$20,000 deductible will apply. This scenario, however, highlights the importance of following strict health and safety guidelines for anyone entering a campus or district facility.

TRUST COVID-19 LIABILITY ENDORSEMENT: COVERAGE QUESTIONS

What date is this coverage effective?

The coverage will be retroactive to July 1, 2020 if the endorsement is signed and returned by September 15, 2020. After that, coverage will be effective on the date the endorsement is signed.

If we do not add the optional coverage endorsement, will we have coverage for legal defense costs?

Although coverage determinations will be made based on the specific facts of each claim, coverage for claims relating to COVID-19, including coverage for defense costs, is excluded in the absence of this endorsement.

What is the investigation process for claims that are filed?

If a claim is filed against a district that purchased the COVID-19 endorsement, the Trust will assign defense counsel to investigate the claim and defend the district.

If a person enters our facility and subsequently claims to have contracted COVID-19, we would most likely not have a signed waiver. How would that be covered?

Subject to evaluation of the claim, districts that purchase the COVID-19 endorsement will be covered for such claims at the limits specified in the endorsement, and the \$20,000 deductible will apply. This scenario, however, highlights the importance of following strict health and safety guidelines for anyone entering a campus or district facility.

WAIVER AND ACKNOWLEDGMENT FORMS

If our district is planning to ask parents/guardians (or students, for community colleges) to sign the waiver or acknowledgment form electronically, is that sufficient?

Yes, an electronically signed form will be sufficient.

Does the Trust have to approve or sign off on our waiver or acknowledgment form?

No, although our preference is that the forms you use are substantially similar to the samples we provided during the week of July 20.

Could our district post a waiver or acknowledgment form by all entryways instead of having each parent/guardian (K–12) or student (colleges) sign the forms?

Districts may choose to post signs around campus. However, for purposes of meeting the coverage endorsement's pre-conditions, the Trust requests that waivers or acknowledgment forms be signed.

Should we use both the waiver and the acknowledgment form, or choose one?

Districts may choose which document to use. It is not necessary to use both.

Are there community college versions of the waiver and acknowledgment forms?

Yes. Community college versions are available on the [Trust website](#).

Where can I get template copies of the waiver, acknowledgment form, and cover letters for both?

On the [Trust website](#).

Are the waiver, acknowledgment form, and cover letters available in Spanish?

Yes, Spanish versions of the forms are available on the [Trust website](#).

Should visitors sign one of these forms?

Districts may seek signed waiver or acknowledgement forms from visitors. Districts should also be limiting visitors' presence on campus and at district facilities.

If school districts and community colleges are granted immunity from COVID-19 claims through either state or federal legislation, are the waiver and acknowledgment forms needed?

Waivers and acknowledgement forms should be utilized until legislation is passed, the effect of the legislation is analyzed, and the Trust removed waivers and acknowledgment forms as a condition to coverage.

How do these forms protect us?

If a student or a student's family files a lawsuit against a district relating to COVID-19, a signed waiver or acknowledgement form may mitigate or reduce the district's liability. Juries in Arizona must consider and compare the respective "fault" of all parties to a lawsuit. Included in a party's "fault" is the degree to which the party may have assumed the risk of an injury or illness. Thus, the waiver and acknowledgement forms are relevant to the jury's analysis of which parties bear fault, including which parties knowingly assumed the risks associated with an injury or illness.

What should the district do if a parent/guardian (K–12) or student (college) has refused to sign the waiver or acknowledgment form?

The Trust recommends that districts encourage, but not require, distance learning for students whose parents/guardians refuse to sign a waiver or acknowledgment form.

Considering that districts are legally required to provide a public education to students, how can we limit attendance at in-person school if the parent chooses not to sign the waiver or acknowledgment form?

This is a reasonable concern. This is why the Trust recommends that districts encourage, but not require, distance learning for students whose parents/guardians refuse to sign a waiver or acknowledgment form.

Are the waiver and/or acknowledgment forms applicable for district staff/employees?

No. Workers' compensation is already established as the sole remedy for on-the job injuries or illnesses in Arizona, per Arizona Revised Statutes § 23-1022.

For teachers and other district staff, if an employee believes that he or she has contracted COVID-19 due to an exposure while in the workplace, the claim will be reported as a workers' compensation claim. The district's workers' compensation insurer will investigate the claim to determine if the COVID-19 condition arose out of and in the course of employment, and Arizona workers' compensation statutes will be followed in making any compensability decisions.

WORKERS' COMPENSATION COVERAGE

If we add the liability coverage endorsement, does it apply to employees?

No, because workers' compensation is already established as the sole remedy for on-the job injuries or illnesses in Arizona, per Arizona Revised Statutes § 23-1022.

If an employee thinks he or she has contracted COVID-19 while on the job, how should claims be reported?

If the district is a member of the Arizona School Alliance for Workers' Compensation, Inc. (the Alliance), claims can be reported through the usual protocol by calling 1.888.252.4689, and pressing 3.

If the district is not a member of the Alliance, the claim should be reported to the district's workers' compensation carrier.

The district's workers' compensation insurer will investigate the claim to determine if the COVID-19 condition arose out of and in the course of employment, and Arizona workers' compensation statutes will be followed in making any compensability decisions.

What is the investigation process for workers' compensation claims that are filed when an employee claims he or she contracted COVID-19 on the job?

For teachers and other district staff, if an employee believes that he or she has contracted COVID-19 due to an exposure while on the job, the claim will be reported as a workers' compensation claim. The district's workers' compensation insurer will investigate the claim to determine if the COVID-19 condition arose out of and in the course of employment, and Arizona workers' compensation statutes will be followed in making any compensability decisions.

PROPERTY COVERAGE

How does the coverage for disinfecting campuses work?

If there is a COVID-19 outbreak at school, coverage may exist for disinfecting the school through Coverage Agreement Appendix A.3 (All-Risk Property), Section 14.4, formerly known as "no-fault mold." The Trust expanded this coverage effective March 2020 to include viruses such as COVID-19.

ADDITIONAL RESOURCES

What other resources are available to assist the district?

The following resources are provided as a supplement to this communication:

- [Trust Coverage Agreement, Appendix A.1 \(General Liability and Professional Liability\), Endorsement No. 10 \(COVID-19 Liability\)](#)
- Template acknowledgment form, waiver form, and cover letters (available on the [Trust website](#))
- [Other COVID-19-related documents](#)

Dear parents and guardians,

Attached please find a form entitled, ***COVID-19 Parental Acknowledgement and Disclosure***. It is important that you read it carefully, sign it, and return it to us before your child begins school.

At a time when so much misinformation is circulating, we want you to clearly understand your responsibilities—and our objectives—when it comes to the safety of your child and our teachers, administrators, and staff.

While the form may seem long and detailed, the messages are those you've heard before:

- **You must take your child's temperature every day before school. (A temperature of 100.4 degrees Fahrenheit or higher is considered a fever.)**
- **If your child is sick, they must stay home.**
- **For safety reasons, parents and guardians will not be allowed on campus past the drop-off area unless there is an emergency.**
- **If your child comes into contact with someone who may have COVID-19, or who tests positive for COVID-19, you must let us know.**

The form also confirms the school's and district's intent to:

- **Monitor students for symptoms that could indicate a coronavirus infection, and if they do show symptoms, to call you right away to pick them up and take them home.**
- **Remain aware of changes in Centers for Disease Control (CDC) guidelines, and to follow the guidance of the CDC, the county health department, and the Arizona Department of Health Services.**

Thank you for being our trusted partner and for helping us stay vigilant against this very serious illness.

Sincerely,

Osborn School District
COVID-19 Parental Acknowledgment and Disclosure

Each statement below should be read and initialed by either a parent or the child's guardian.
Signature by a parent or the child's guardian is required.

1. _____ I understand that during this COVID-19 public health emergency, I will NOT be permitted to enter the facility/school beyond the designated drop-off and pick-up area. I understand that this procedure change is for the safety of all persons present at the facility/school and to limit to the extent possible everyone's risk of exposure.
2. _____ I understand that it is my responsibility to inform other members of my household of the information contained herein.
3. _____ I understand that IF there is an emergency requiring me to enter the facility beyond the designated drop-off and pick-up area, I MUST wash my hands and wear a mask before entering. While in the facility, I will practice social distancing and remain 6 feet from all other people, except for my own child.
4. _____ I understand that in order to attend school, my child must be free from COVID-19 symptoms. If, during the day, any of the following symptoms appear, my child will be separated from the rest of the class and moved to a supervised, secure area. I will be contacted, and my child MUST be picked up within 1 hour of being notified.

Symptoms include:

- Fever of 100.4 degrees Fahrenheit or higher
- Chills
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- Any other symptom of illness, whether or not you believe it's related to COVID-19

While the District understands that many of these symptoms can also be due to non-COVID-19-related issues, we must proceed with an abundance of caution during this public health emergency.

Symptoms typically appear two to seven days after being infected. Your child will need to be symptom-free, without any medication, for 72 hours before returning to school.

5. _____ I understand that as the parent/guardian, I will need to take my child's temperature prior to coming to school. I understand that, as the parent/guardian, I must also conduct daily self-screening of my child for symptoms prior to the child arriving at school.
6. _____ I understand that over the course of the school day, my child's temperature will be taken.
7. _____ I understand that my child will be required to wash their hands throughout the day using CDC-recommended handwashing procedures.
8. _____ I understand that my child must wear a face covering throughout the day according to the protocols established by the District.
9. _____ I will immediately notify the Site Point of Contact if I become aware that my child has had close contact with any individual who has been diagnosed with COVID-19. The CDC defines "close contact" as being within 6 feet of an infected person for at least 15 minutes starting from two days before illness onset (or, for asymptomatic patients, two days prior to specimen collection) until the time the patient is isolated.
10. _____ The Site/District will continue to follow the guidelines of both the CDC and state and local officials. As changes occur, parents and guardians will be notified. The Site Point of Contact will contact the Arizona Department of Health Services if any staff member or student contracts COVID-19 to help make crucial decisions on next steps.
11. _____ I understand that, while present at school each day, my child will be in contact with children and employees who are also at risk of community exposure. I understand that no list of restrictions, guidelines, or practices will remove the risk of exposure to COVID-19. I understand that the members of my family play a crucial role in keeping everyone at school safe and reducing the risk of exposure by following the practices outlined herein.

I, _____, certify that I have read, understand, and agree to comply with the provisions listed herein.

Child /Children's Name(s): _____

DOB: _____

Parent's Name: _____

Parent's Signature: _____

Date: _____

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

ENDORSEMENT NO. 10

COVID-19 LIABILITY

This Endorsement is retroactive to July 1, 2020, if added by September 15, 2020. If added after September 15, 2020, coverage is effective on the date the Endorsement is signed. Notwithstanding Section 2.34 of the Appendix to which this Endorsement is attached, coverage is provided as follows:

1. COVERAGE PROVIDED:

Subject to the Limits of Liability expressly stated in this Endorsement, the Trust agrees to pay those sums that the District becomes legally obligated to pay as Damages by reason of liability imposed upon the District by law because of Bodily Injury or Property Damage caused by an Occurrence which occurs during an Agreement Period, and which arises out of the actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of the COVID-19 virus.

2. LIMITS OF LIABILITY/UNDERLYING LIMITS:

2.1 The Trust's Limit of Liability for Claims or Lawsuits covered by the terms and conditions of this Endorsement shall not exceed:

2.1.1 \$1,000,000 each Occurrence, including Defense Costs and indemnity payments.

2.1.2 \$10,000 each claimant in indemnity coverage, provided that the other limits identified herein are not exhausted.

2.1.3 \$2,000,000 Annual Aggregate per District, including Defense Costs and indemnity payments.

2.1.4 \$25,000,000 Annual Aggregate all Districts, including Defense Costs and indemnity payments.

2.2 The following deductibles will apply:

2.2.1 \$0 each Occurrence for Claims relating to a student for whom the District has obtained a signed Waiver, Release, and Assumption of Risk Form.

2.2.2 \$10,000 each Occurrence for Claims relating to a student for whom the District has obtained a signed Acknowledgment and Disclosure Form.

2.2.3 \$20,000 each Occurrence for Claims with no Waiver, Release, and Assumption of Risk Form or Acknowledgment and Disclosure Form in place relating to the Claim.

3. CONDITIONS:

3.1 The following conditions to coverage apply under this Endorsement:

3.1.1 The District must utilize a parent/guardian Acknowledgment and Disclosure Form or a Waiver, Release, and Assumption of Risk Form relating to the COVID-19 virus, in a form approved by the Trust, for all on-site students.

3.1.2 The District makes a good faith effort to implement a reopening plan that incorporates applicable guidelines issued by the Arizona Department of Education (ADE) for K-12 Districts, and Centers for Disease Control and Prevention (CDC) for Community College Districts.

3.1.3 Except as modified by this Endorsement, this coverage is subject to all provisions, exclusions, definitions, terms, and conditions of the Appendix to which this Endorsement is attached.

I, the undersigned, as the District Authorized Representative of Osborn Elementary School District No. 8 do hereby accept, on behalf of the above-named District, the coverage indicated above. I understand that no coverage, even if accepted, is in place if the corresponding contribution for the endorsement has not been paid to the Trust by the due date established by the Trust. I further represent and confirm that all information previously provided to the Trust by the District in the Exposure Summary for the applicable coverage period is accurate and complete.

Contribution for Appendix A.1 Endorsement 10 COVID-19 Liability Coverage: **\$45,000**

Signature: _____

Date: _____

Title: _____

OSBORN SCHOOL DISTRICT NO. 8

August 11, 2020

Board Meeting

*Children want knowledge, challenge and recognition.
Parents want independent, passionate learners in a safe environment.
This is our mission.*

Agenda Item Number – III-A

Agenda Item

Distance Learning Week One

For Board: Action Discussion Information

Background

On July 24, the required Emergency Distance Learning Plan for Osborn was approved by the state (ADE). This plan allows Osborn to operate under the distance learning model and be in compliance with the Arizona Department of Education for academic achievement and attendance reporting procedures. The plan provides details for our distance learning, including support for teacher professional development, student platforms and programs for learning and engagement, attendance procedures, and parent communication.

- teacher professional development: 19 ed tech learning modules were created and used to give teachers the necessary skills to teach during distance learning as well as synchronous training on Conscious Discipline, TAP, Thinking Maps, and Amplify Science
- student platforms and programs: all teachers are using Google Classroom and all students are assigned to one or more Google Classroom for learning content as well as to programs such as Lexia, ST Math, IXL Math, etc.
- attendance procedures: attendance is monitored every day by teachers in collaboration with support staff and is recorded in Synergy on Fridays to reflect participation for the week and attestation letter are being collected from parents who currently have no internet
- parent communication: parents have been communicated with via School Messenger phone calls and emails, videos, and through school sites their chosen communication tools. Our goal has been to keep all parents informed of the materials distribution, the August 3rd start date, and the differences in attendance and participation requirements now that were not in place last spring

Legal

Financial

Governing Board Goals

- Community Connectedness and Increased Enrollment
- X Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

Recommendation

Information Only